


## Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	CR Woodstream Village Communities, LLC	Representative Name	Richard M. Sidoroff, AIA, LEED AP
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
<p><b>*If More Than One Property Owner:</b>            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><b>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</b></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):		10050 + 10150 E. Harvard Avenue, Denver, CO 80231 & 2570 S. Dayton Way, Denver, CO 80231	
Assessor's Parcel Numbers:			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:		S-MU-5 (for Dayton Crossing) S-MU-8 (for Woodstream Village)	

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 type="checkbox"/> Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan.</p> <p>Please provide 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 type="checkbox"/> Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</p> <p><input type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p>
<p>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><b>Justifying Circumstances - One of the following circumstances exists:</b></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 type="checkbox"/> The land or its surroundings has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area to recognize the changed character of the area.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (Overlay Zone Districts), of this Code.</p> <p>Please provide an attachment describing the justifying circumstance.</p> <p><input type="checkbox"/> The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</p> <p>Please provide an attachment describing how the above criterion is met.</p>
REQUIRED ATTACHMENTS	
Please ensure the following required attachments are submitted with this application:	
<input type="checkbox"/> Legal Description (required to be attached in Microsoft Word document format) <input type="checkbox"/> Proof of Ownership Document(s) <input type="checkbox"/> Review Criteria	
ADDITIONAL ATTACHMENTS	
Please identify any additional attachments provided with this application:	
<input type="checkbox"/> Written Authorization to Represent Property Owner(s) <input type="checkbox"/> Individual Authorization to Sign on Behalf of a Corporate Entity	
Please list any additional attachments: - IRS EIN for CH Woodstream Village Communities - IRS EIN for CH Dayton Crossing Communities LLC	

**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)
<b>EXAMPLE</b> 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
CR Woodstream Communities, LLC & CR Dayton Crossing Communities, LLC	10050 & 10150 E. Harvard Ave. + 2570 S. Dayton Way, Denver, CO 80231	100%	 DANNY GABRIEL	7/28/17	(C)	Yes



444 West Beech St. • Suite 300  
San Diego • CA 92101  
(858) 490-2300 • Fax (858) 490-0264

May 19, 2017

City of Denver  
Community Planning & Development  
201 W. Colfax, Dept. 205  
Denver, Co. 80202

To whom it may concern,

As the principal owners of 10050 & 10150 E, Harvard Ave. Denver, CO. 80231 and 2570 S, Dayton Way, Denver, CO. 80231, I authorize Richard M. Sidoroff of SBSA, Inc. to submit a rezoning application as the property owner's representative.

Best,

A handwritten signature in blue ink, appearing to be 'R. Sidoroff', written over a horizontal line.

Authorized Owner's Agent



444 West Beech St. • Suite 300  
San Diego • CA 92101  
(858) 490-2300 • Fax (858) 490-0264

To whom it may concern,

Danny Gabriel is the CEO of ColRich and the authorizing managing member of CH Woodstream Village Communities, LLC and CH Dayton Crossing Communities, LLC.

Best,

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by a long, horizontal line.

Authorized Agent



**Zone Map Amendment (Rezoning) Application Attachment for:**

Woodstream Village Apartments  
10050 & 10150 E. Harvard Avenue  
Denver, Colorado 80231  
and

Dayton Crossing Apartments, 2570 S. Dayton Way  
Denver, Colorado 80231

31 May 2017

**(Revised 21 March 2018 in accordance with Denver Community Planning and Development's  
Official Map Amendment Comments for Application #20171-00043 dated 9 October 2017)**

**Current Zoning:** R-2-A

**Proposed Zoning:** S-MU-5 for 2570 S. Dayton Way (Dayton Crossing) and S-MU-8 for 10050 & 10150 E. Harvard Ave. (Woodstream Village)

**Existing Zone Lot size:** 21.81 Acres total (11.31 Acres for Woodstream Village parcel & 10.50 Acres for Dayton Crossing parcel)

**Property Owners:**

CH Woodstream Village Communities, LLC and CH Dayton Crossing Communities, LLC  
444 West Beech St. Suite 300  
San Diego, CA 92101

**Authorized Representative:**

Richard M. Sidoroff, AIA, LEED AP  
SBSA Inc.  
5926 McIntyre Street  
Golden, CO 80403  
303-425-7272  
[rsidoroff@callsbsa.com](mailto:rsidoroff@callsbsa.com)

**Project Summary**

On behalf of ColRich Communities, SBSA Inc. is pleased to submit this Zone Map Amendment for the purpose of rezoning the zone lot containing the Woodstream Village Apartments and Dayton Crossing Apartments from R-2-A to S-MU-8 for Woodstream Village and S-MU-5 for Dayton Crossing. The existing zone lot is open-space rich, however the existing Planned Building Group (PBG) prohibits any redevelopment of the site which adds additional housing units, based on an imposed maximum of 633 units for the Zone lot, and also based on required land area and permitted density requirements in the Former Chapter 59 R-2-A zoning. Since the two existing 2 level parking garage structures on the Woodstream Village parcel are in need of structural repair and functional rehabilitation, ColRich is



interested in exploring removing and replacing one or both of these garages with new parking beneath or adjacent to a new apartment unit building, following rezoning approval.

### Existing Zone Lot Map



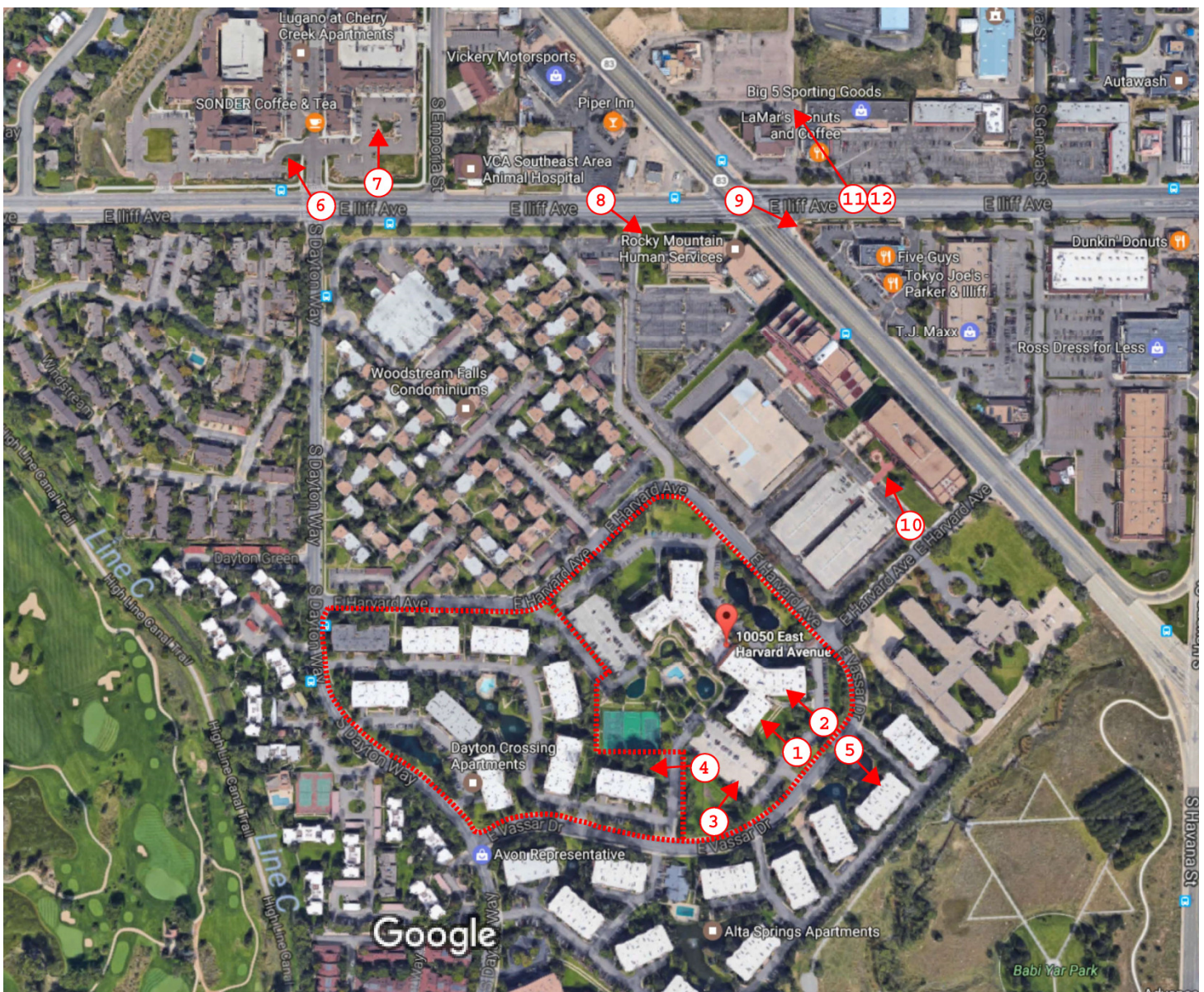
- 1 Zone Lot/PBG
- 2 Assessor's Parcels
- 2 Owner Entities
- **1: 10050 E. Harvard Way/**  
PIN 161934745: CH Woodstream Village Communities LLC, 444 Beech St, Ste. 300, San Diego, CA, 92101
- **2: 2570 S. Dayton Way/PIN 161934737:**  
CH Dayton Crossing Communities LLC, 444 Beech St, Ste. 300, San Diego, CA, 92101

### Existing Zoning Map



**Photo Survey: Recent Redevelopment in neighborhood of Woodstream Village Apartments & Dayton Crossing Apartments**  
 Denver, Colorado 80231  
 31 May 2017

**Site Plan & Photo Location Legend: Woodstream Village Apartments & Dayton Crossing Apartments**





**Photo 12: Infill Retail Development @ corner of South Parker Road & East Illif Ave.**

## Illiff & Parker Redevelopment

POSSIBLE DEVELOPMENT PLANS




**Available Space**

- Up to 50,000 SF of Anchor Space
- 1-2 Acre Pad Sites
- 1,200-10,000 SF of in-line space adjacent to Anchored Development

**Project Size**  
6.65 Acres



SH

SullivanHayes

BROKERAGE

we are  
**RETAIL**

A MEMBER OF  
CHAINLINKS  
RETAIL ADVISORS

**Courtney Dahlberg Key**  
ckey@sullivanhayes.com

**Michael DePalma**  
mdepalma@sullivanhayes.com

**Sean Kulzer**  
skulzer@sullivanhayes.com



**DAYTON CROSSING - LEGAL DESCRIPTION**

A TRACT OF LAND BEING A PORTION OF BLOCK 3, WOODSTREAM VILLAGE, A SUBDIVISION LOCATED IN A PART OF THE SOUTH 1/2 OF SECTION 27, AND A PART OF THE NORTH 1/2 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 3, ALSO BEING THE INTERSECTION OF THE EAST LINE OF SOUTH DAYTON WAY AND THE SOUTH LINE OF HARVARD AVENUE; THENCE ALONG SAID SOUTH LINE OF HARVARD AVENUE THE FOLLOWING TWO COURSES:

- 1) NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 554.55 FEET TO THE BEGINNING OF A 165.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES, 11 MINUTES, 55 SECONDS;
- 2) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.64 FEET (THE CHORD OF SAID ARC BEARING NORTH 69 DEGREES, 24 MINUTES, 02 SECONDS EAST 116.10 FEET);

THENCE SOUTH 38 DEGREES, 42 MINUTES, 53 SECONDS EAST A DISTANCE OF 279.11 FEET; THENCE SOUTH 51 DEGREES, 17 MINUTES, 07 SECONDS WEST A DISTANCE OF 53.49 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 197.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 200.75 FEET; THENCE NORTH 00 DEGREES, 52 MINUTES, 18 SECONDS EAST A DISTANCE OF 16.00 FEET; THENCE SOUTH 89 DEGREES, 07 MINUTES, 42 SECONDS EAST A DISTANCE OF 59.00 FEET; THENCE SOUTH 00 DEGREES, 52 MINUTES, 18 SECONDS WEST A DISTANCE OF 263.68 FEET TO A POINT ON A 390.00 FOOT RADIUS CURVE TO THE RIGHT, ALSO BEING A POINT ON THE NORTH LINE OF VASSAR DRIVE; THENCE CONTINUING ALONG SAID NORTH LINE OF VASSAR DRIVE THE FOLLOWING FOUR COURSES:

- 1) ALONG THE ARC (THE CHORD OF WHICH BEARS NORTH 84 DEGREES, 24 MINUTES, 18 SECONDS WEST 74.59 FEET) OF SAID 390.00 FOOT RADIUS CURVE HAVING A CENTRAL ANGLE OF 10 DEGREES, 58 MINUTES, 31 SECONDS A DISTANCE OF 74.71 FEET TO A POINT OF TANGENT;
- 2) THENCE NORTH 78 DEGREES, 55 MINUTES, 05 SECONDS WEST A DISTANCE OF 295.00 FEET TO THE BEGINNING OF A 280.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37 DEGREES, 30 MINUTES, 00 SECONDS;
- 3) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 183.26 FEET TO A POINT OF TANGENT;

- 4) THENCE SOUTH 63 DEGREES, 34 MINUTES, 55 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 66.43 FEET TO THE INTERSECTION OF SAID NORTH LINE OF VASSAR DRIVE AND SAID EAST LINE OF SOUTH DAYTON WAY;

THENCE ALONG SAID EAST LINE OF SOUTH DAYTON WAY THE FOLLOWING FOUR COURSES:

- 1) ALONG THE ARC (THE CHORD OF WHICH BEARS NORTH 44 DEGREES, 35 MINUTES, 28 SECONDS WEST 272.41 FEET) OF A 560.00 FOOT RADIUS CURVE HAVING A CENTRAL ANGLE OF 28 DEGREES, 09 MINUTES, 14 SECONDS A DISTANCE OF 275.17 FEET TO A POINT OF TANGENT:
- 2) THENCE NORTH 58 DEGREES, 40 MINUTES, 05 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 90.00 FEET TO THE BEGINNING OF A 380.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 58 DEGREES, 45 MINUTES, 00 SECONDS;
- 3) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 389.64 FEET TO A POINT OF TANGENT;
- 4) THENCE NORTH 00 DEGREES, 04 MINUTES, 55 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 79.62 FEET TO THE POINT OF BEGINNING;

EXCEPT THE PORTION BETWEEN THE ARC OF A 20.00 FOOT RADIUS CURVE AND SAID EAST LINE OF SAID DAYTON WAY AT THE FOLLOWING TWO LOCATIONS:

- 1) THE INTERSECTION OF SAID EAST LINE AND SAID SOUTH LINE OF HARVARD AVENUE;
- 2) THE INTERSECTION OF SAID EAST LINE WITH SAID NORTH LINE OF VASSAR DRIVE,

CITY AND COUNTY OF DENVER,  
STATE OF COLORADO

## WOODSTREAM VILLAGE - LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF BLOCK 3, WOODSTREAM VILLAGE, A SUBDIVISION LOCATED IN A PART OF THE SOUTH 1/2 OF SECTION 27, AND A PART OF THE NORTH 1/2 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 3, ALSO BEING THE INTERSECTION OF THE EAST LINE OF SOUTH DAYTON WAY AND THE SOUTH LINE OF HARVARD AVENUE;

THENCE ALONG SAID SOUTH LINE OF HARVARD AVENUE THE FOLLOWING TWO COURSES:

- 1) NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 554.55 FEET TO THE BEGINNING OF A 165.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES, 11 MINUTES, 55 SECONDS;
- 2) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.64 FEET (THE CHORD OF SAID ARC BEARING NORTH 69 DEGREES, 24 MINUTES, 02 SECONDS EAST 116.10 FEET) TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE THE FOLLOWING FOUR COURSES:

- 1) ALONG THE ARC (THE CHORD OF WHICH BEARS NORTH 46 DEGREES, 54 MINUTES, 02 SECONDS, EAST 10.95 FEET) OF SAID 165 FOOT RADIUS CURVE, HAVING A CENTRAL ANGLE OF 3 DEGREES, 48 MINUTES, 05 SECONDS, A DISTANCE OF 10.95 FEET TO A POINT OF TANGENT;
- 2) THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 373.22 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91 DEGREES, 12 MINUTES, 00 SECONDS;
- 3) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 159.17 FEET TO A POINT OF TANGENT;
- 4) THENCE SOUTH 43 DEGREES, 48 MINUTES, 00 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 590.97 FEET TO THE BEGINNING OF A 172.07 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 83 DEGREES, 42 MINUTES, 55 SECONDS, ALSO BEING A POINT ON THE NORTHWESTERLY LINE OF VASSAR DRIVE;

THENCE ALONG SAID NORTHWESTERLY LINE OF VASSAR DRIVE THE FOLLOWING THREE COURSES:

- 1) ALONG THE ARC OF SAID CURVE A DISTANCE OF 251.41 FEET TO A POINT OF TANGENT;
- 2) THENCE SOUTH 39 DEGREES, 54 MINUTES, 55 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 222.78 FEET TO THE BEGINNING OF A 390.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50 DEGREES, 11 MINUTES, 29 SECONDS;
- 3) THENCE ALONG THE ARC (THE CHORD OF WHICH BEARS SOUTH 65 DEGREES, 00 MINUTES, 40 SECONDS WEST 330.82 FEET) OF SAID CURVE A DISTANCE OF 341.64 FEET;

THENCE NORTH 00 DEGREES, 52 MINUTES, 18 SECONDS EAST A DISTANCE OF 263.68 FEET;

THENCE NORTH 89 DEGREES, 07 MINUTES, 42 SECONDS WEST A DISTANCE OF 59.00 FEET;

THENCE SOUTH 00 DEGREES, 52 MINUTES, 18 SECONDS WEST A DISTANCE OF 16.00 FEET;

THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 200.75 FEET;

THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 197.00 FEET;

THENCE NORTH 51 DEGREES, 17 MINUTES, 07 SECONDS EAST A DISTANCE OF 53.49 FEET;

THENCE NORTH 38 DEGREES, 42 MINUTES, 53 SECONDS WEST A DISTANCE OF 279.11 FEET;

TO THE TRUE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER,  
STATE OF COLORADO



April 23<sup>rd</sup> 2018

444 West Beech St.  
Suite 300  
San Diego CA 92101

City of Denver  
Community Planning & Development  
201 W Colfax dept.205  
Denver CO 80202

To whom it may concern,

CH DENVER MANAGER LLC, a Delaware limited liability company, as the principal Owner of 10050 & 10150 E Harvard Ave. Denver CO 80231 and 2570 S, Dayton way, Denver CO 80231, We Authorize COLRICH MULTI-FAMILY INVESTMENTS, LLC a Delaware limited liability company its Managing Member. To Submit a rezoning application as the property owner's representative.

CH DENVER MANAGER, LLC, a Delaware Limited Liability Company.

By: CH DENVER HOLDINGS, LLC, a Delaware Limited Liability Company.

By: CH DENVER ASSOCIATES, LLC, a Delaware Limited Liability Company.

By: COLRICH MULTI-FAMILY INVESTMENTS, LLC, a Delaware Limited Liability Company, its: Managing Member:

By:   
Danny Gabriel, Manager.

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
CH WOODSTREAM VILLAGE COMMUNITIES, LLC**

This Limited Liability Company Agreement (this “Agreement”) of CH WOODSTREAM VILLAGE COMMUNITIES, LLC is entered into by CH DENVER MANAGER, LLC, a Delaware limited liability company, as the sole member (the “Member”), and DANNY GABRIEL and JON-PAUL MOMSEN (collectively, the “Springing Members”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth on Schedule A hereto.

**RECITALS**

SARE INVESTMENTS, LLC, a California limited liability company, as “Buyer” has entered into that certain Purchase and Sale Agreement dated as of April 24, 2012, with Woodstream Village, LLC, a Colorado limited liability company as “Seller,” as amended (the “Purchase Agreement”), for the purchase of a 320 multifamily unit apartment complex and other improvements located at 10050 and 10150 East Harvard Avenue, Denver, Colorado (the “Property”). Buyer has assigned its rights under the Purchase Agreement to the Company pursuant to the certain Assignment and Assumption agreement of even date herewith (the “Transfer Agreement”).

The Member, by execution of this Agreement, hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the “Act”), and hereby agrees as follows:

1. Names. The name of the limited liability company (the “Company”) is CH Woodstream Village Communities, LLC.

2. Certificates. Lawrence M. Sherman, Esq., as an authorized person within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware, and such actions are hereby ratified, adopted and confirmed. Upon the filing of the Certificate of Formation of the Company with the Secretary of State of the State of Delaware, his powers as an “authorized person” ceased, and the Member thereupon became the designated “authorized person” and shall continue as the designated “authorized person” within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation in accordance with the Act.

3. Purpose. The sole business and purpose of the Company is (a) to acquire the Property pursuant to the Purchase Agreement; (b) to finance, hold for investment and long-term appreciation, lease, option, sell, transfer, exchange, or otherwise dispose of the Property; (c) to borrow by, or assume a, secured loan for the foregoing purposes (including, without limitation, the Obligation) and to pledge, mortgage, or otherwise encumber any asset owned by the Company, including the Property, to secure repayment of any such borrowing; (d) to engage in such other activities as are reasonably incidental to the foregoing; and (e) to have and exercise all the powers now or hereafter conferred by the Act on limited liability companies in furtherance of the Company’s purposes.

29. Benefits of Agreement; No Third-Party Rights. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member or a Special Member. Nothing in this Agreement shall be deemed to create any right in any Person (other than Indemnified Parties) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the \_\_\_\_\_ day of August, 2012.

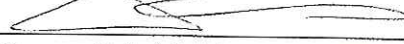
MEMBER:

CH DENVER MANAGER, LLC, a Delaware  
limited liability company


By: CH DENVER HOLDINGS, LLC,  
a Delaware limited liability company  
Its: Managing Member

By: CH DENVER ASSOCIATES, LLC  
a Delaware limited liability company  
Its: Managing Member

By: COLRICH MULTI-FAMILY  
INVESTMENTS, LLC  
a Delaware limited liability company  
Its: Managing Member

By:   
Danny Gabriel, Manager

SPRINGING MEMBERS:

  
\_\_\_\_\_  
Danny Gabriel

\_\_\_\_\_  
Jon-Paul Momsen



**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 06-26-2012

003968.216330.0011.001 1 MB 0.404 532

Employer Identification Number:  
45-5540296



Form: SS-4

Number of this notice: CP 575 H

CH WOODSTREAM VILLAGE COMMUNITIES  
DANNY GABRIEL SOLE MBR  
4747 MORENA BLVD STE 100  
SAN DIEGO CA 92117

For assistance you may call us at:  
1-800-829-4933



003968

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-5540296. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.



003968

Keep this part for your records.

CP 575 H (Rev. 7-2010)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 H

0509905825

Your Telephone Number ( ) Best Time to Call

DATE OF THIS NOTICE: 06-26-2012  
EMPLOYER IDENTIFICATION NUMBER: 45-5540296  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

CH WOODSTREAM VILLAGE COMMUNITIES  
LLC  
DANNY GABRIEL SOLE MBR  
4747 MORENA BLVD STE 100  
SAN DIEGO CA 92117

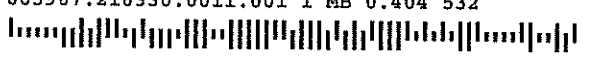


**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 06-26-2012

003967.216330.0011.001 1 MB 0.404 532

Employer Identification Number:  
45-5540368



Form: SS-4

Number of this notice: CP 575 G

CH DAYTON CROSSING COMMUNITIES LLC  
RICHARD GABRIEL SOLE MBR  
4747 MORENA BLVD STE 100  
SAN DIEGO CA 92117

For assistance you may call us at:  
1-800-829-4933



003967

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-5540368. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.



003967

Keep this part for your records.

CP 575 G (Rev. 7-2010)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

0509905824

Your Telephone Number Best Time to Call  
( ) -

DATE OF THIS NOTICE: 06-26-2012  
EMPLOYER IDENTIFICATION NUMBER: 45-5540368  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

CH DAYTON CROSSING COMMUNITIES LLC  
RICHARD GABRIEL SOLE MBR  
4747 MORENA BLVD STE 100  
SAN DIEGO CA 92117





Customer Distribution

**Our Order Number:** ABI70460658-4

**Date:** 09-04-2015

**Property Address:** 10050 AND 10150 E HARVARD AVE, DENVER, CO 80231

---

**For Closing Assistance**

Colin Snody  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6234 (phone)  
303-393-3806 (fax)  
csnody@ltgc.com

**Closer's Assistant**

Karen Spaid  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6214 (phone)  
877-375-5033 (fax)  
kspaid@ltgc.com

**For Title Assistance**

MARIANN INGERMANN  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
303-850-4123 (phone)  
303-393-4842 (fax)  
mingermann@ltgc.com

---

COLRICH  
Attention: RYAN MUNNEKE  
444 WEST BEECH STREET  
SUITE 300  
SAN DIEGO, CA 92101  
858-490-2346 (work)  
ryanm@colrich.com  
Delivered via: Electronic Mail

JONES, ACKERMAN & CORMAN LLP  
Attention: MARC CORMAN  
10960 WILSHIRE BOULEVARD, SUITE 1225  
LOS ANGELES, CA 90024  
310-231-6656 (work)  
mhcorman@jaclaw.com  
Delivered via: Electronic Mail

JONES, ACKERMAN & CORMAN LLP  
Attention: SUSAN TRAVERS STERN  
10960 WILSHIRE BOULEVARD, SUITE 1225  
LOS ANGELES, CA 90024  
310-231-6656 (work)  
310-477-8768 (work fax)  
ststern@jaclaw.com  
Delivered via: Electronic Mail

JONES, ACKERMAN & CORMAN LLP  
Attention: ANDREA GALINDO  
10960 WILSHIRE BOULEVARD, SUITE 1225  
LOS ANGELES, CA 90024  
agalindo@jaclaw.com  
Delivered via: Electronic Mail



## **Wire Instructions**

**“Per Colorado Good Funds Statute, Land Title cannot accept funds in the form of a personal check or an ACH payment”**

Bank: FIRSTBANK OF COLORADO  
Address: 10403 W COLFAX AVENUE  
LAKEWOOD, CO 80215  
Phone: 303-237-5000  
Credit: LAND TITLE GUARANTEE COMPANY  
ABA No: 107005047  
Account: 2160521825  
Attention: Colin Snody  
Reference ABI70460658-4

\*If any of the above information is missing, the wire will be returned to sender.

\*If you have questions or concerns, please contact your closer.

\*Please remit funds in the form of a cashiers check or wire



# Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABI70460658-4

Date: 09-04-2015

Property Address: 10050 AND 10150 E HARVARD AVE, DENVER, CO 80231

Buyer/Borrower: CH WOODSTREAM VILLAGE COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title Insurance Fees</b>	
ALTA Loan Policy 06-17-06 (Commercial Industrial Rate)	\$5,195.00
Deletion of Exceptions 1-3	\$60.00
Deletion of General Exception 4	\$25.00
Endorsement ALTA 3.1-06	\$1,500.00
Endorsement ALTA 8.1-06	\$100.00
Endorsement ALTA 9-06	\$1,039.00
Endorsement 110.3-06 - ALTA 9.6	\$1,039.00
Endorsement ALTA 17-06	\$100.00
Endorsement ALTA 17.1-06	\$100.00
Endorsement ALTA 17.2-06	\$250.00
Endorsement ALTA 18-06	\$200.00
Endorsement ALTA 19-06	\$1,039.00
Endorsement ALTA 22-06	\$100.00
Endorsement ALTA 25-06	\$1,000.00
Endorsement ALTA 26-06	\$200.00
Endorsement ALTA 28-06 11, 14, 15 & 16	\$200.00
Endorsement 100.29-06	\$1,039.00
Endorsement 103.3-06 9, 12 & 13	\$1,000.00
Endorsement Lack of Signatures	\$0.00
Tax Certificate	\$20.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$14,206.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule A**

**Order Number:** ABI70460658-4

**Customer Ref-Loan No.:**

**Property Address:**

10050 AND 10150 E HARVARD AVE, DENVER, CO 80231

**1. Effective Date:**

08-31-2015 at 05:00:00

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

"ALTA" Loan Policy 06-17-06 \$5,920,000.00

Proposed Insured:

CBRE CAPITAL MARKETS, INC. AND/OR  
FEDERAL HOME LOAN MORTGAGE  
CORPORATION, THEIR SUCCESSORS AND/OR  
ASSIGNS, AS THEIR INTERESTS MAY APPEAR

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

A FEE SIMPLE AS TO PARCEL A; AN EASEMENT AS TO PARCEL B

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

CH WOODSTREAM VILLAGE COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

**5. The Land referred to in this Commitment is described as follows:**

PARCEL A:

A TRACT OF LAND BEING A PORTION OF BLOCK 3, WOODSTREAM VILLAGE, A SUBDIVISION LOCATED IN A PART OF THE SOUTH 1/2 OF SECTION 27, AND A PART OF THE NORTH 1/2 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 3, ALSO BEING THE INTERSECTION OF THE EAST LINE OF SOUTH DAYTON WAY AND THE SOUTH LINE OF HARVARD AVENUE; THENCE ALONG SAID SOUTH LINE OF HARVARD AVENUE THE FOLLOWING TWO COURSES:

1) NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 554.55 FEET TO THE BEGINNING OF A 165.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 11 MINUTES 55 SECONDS;

2) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.64 FEET (THE CHORD OF SAID ARC BEARING NORTH 69 DEGREES 24 MINUTES 02 SECONDS EAST 116.10 FEET) TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE THE FOLLOWING FOUR COURSES:

1) ALONG THE ARC (THE CHORD OF WHICH BEARS NORTH 46 DEGREES 54 MINUTES 02 SECONDS EAST 10.95 FEET) OF SAID 165 FOOT RADIUS CURVE, HAVING A CENTRAL ANGLE OF 3 DEGREES 48 MINUTES 05 SECONDS, A DISTANCE OF 10.95 FEET TO A POINT OF TANGENT;



**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule A**

**Order Number:** ABI70460658-4

**Customer Ref-Loan No.:**

2) THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 373.22 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91 DEGREES 12 MINUTES 00 SECONDS;

3) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 159.17 FEET TO A POINT OF TANGENT;

4) THENCE SOUTH 43 DEGREES 48 MINUTES 00 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 590.97 FEET TO THE BEGINNING OF A 172.07 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 83 DEGREES 42 MINUTES 55 SECONDS, ALSO BEING A POINT ON THE NORTHWESTERLY LINE OF VASSAR DRIVE;

THENCE ALONG SAID NORTHWESTERLY LINE OF VASSAR DRIVE THE FOLLOWING THREE COURSES:

1) ALONG THE ARC OF SAID CURVE A DISTANCE OF 251.41 FEET TO A POINT OF TANGENT;

2) THENCE SOUTH 39 DEGREES 54 MINUTES 55 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 222.78 FEET TO THE BEGINNING OF A 390.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50 DEGREES 11 MINUTES 29 SECONDS;

3) THENCE ALONG THE ARC (THE CHORD OF WHICH BEARS SOUTH 65 DEGREES 00 MINUTES 40 SECONDS WEST 330.82 FEET) OF SAID CURVE A DISTANCE OF 341.64 FEET;

THENCE NORTH 00 DEGREES 52 MINUTES 18 SECONDS EAST A DISTANCE OF 263.68 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 18 SECONDS WEST A DISTANCE OF 16.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 200.75 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 197.00 FEET; THENCE NORTH 51 DEGREES 17 MINUTES 07 SECONDS EAST A DISTANCE OF 53.49 FEET; THENCE NORTH 38 DEGREES 42 MINUTES 53 SECONDS WEST A DISTANCE OF 279.11 FEET TO THE TRUE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR PARKING, PEDESTRIAN, VEHICULAR AND OTHER RIGHTS OF INGRESS/EGRESS OVER THE .PARKING AREAS. AS SET FORTH IN THE FIRST AMENDMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED SEPTEMBER 25, 2012 UNDER RECEPTION NO. [2012130948](#), CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule B Section 1**

**(Requirements)**

Order Number: ABI70460658-4

The following are the requirements to be complied with:

**Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

**Item (c) Payment of all taxes, charges or assessments levied and assessed against the subject premises which are due and payable.**

**Item (d) Additional requirements, if any disclosed below:**

1. (THIS ITEM MOVED TO SCHEDULE B, SECTION 2.)
2. (THIS ITEM MOVED TO SCHEDULE B, SECTION 2.)
3. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT ACTION BY WRITTEN CONSENT OF THE SOLE MANAGING MEMBER OF CH WOODSTREAM VILLAGE COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY EVIDENCING AUTHORITY TO SIGN ON BEHALF OF SAID ENTITY AND PROVIDING GENERAL AUTHORITY FOR THE CONTEMPLATED TRANSACTION HEREIN.
4. PROVIDE LAND TITLE GUARANTEE COMPANY WITH AN EXECUTED SURVEY CERTIFICATE IN CONNECTION WITH THAT CERTAIN SURVEY OF SUBJECT PROPERTY BY HARRIS KOCHER SMITH, JOB NO. N/A, DATED MAY 14, 2012 AND LAST REVISED SEPTEMBER 27, 2012.

NOTE: LAND TITLE GUARANTEE COMPANY IS IN POSSESSION OF AN UNEXECUTED SURVEY CERTIFICATE FOR THE ABOVE SURVEY.

5. MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT FROM CH WOODSTREAM VILLAGE COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF CBRE CAPITAL MARKETS, INC. TO SECURE THE SUM OF \$5,920,000.00.

NOTE: THE OPERATING AGREEMENT FOR CH WOODSTREAM VILLAGE COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY DISCLOSES CH DENVER MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY ITS MEMBER, BY CH DENVER HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ITS MANAGING MEMBER, BY CH DENVER ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY ITS MANAGING MEMBER, BY COLRICH MULTI-FAMILY INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ITS MANAGING MEMBER, BY DANNY GABRIEL, ITS MANAGER AS MEMBER THAT MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

6. ASSIGNMENT OF SECURITY INSTRUMENT DATED TRANSFERRING THE BENEFICIAL INTEREST OF CBRE CAPITAL MARKETS, INC. TO FEDERAL HOME LOAN MORTGAGE CORPORATION.

NOTE: ITEMS 1-3 OF THE GENERAL EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN EXECUTED SURVEY CERTIFICATE

NOTE: ITEM 4 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT.

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule B Section 1**

**(Requirements)**

**Order Number:** ABI70460658-4

**The following are the requirements to be complied with:**

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 2014 TAXES, ITEM 6 OF THE STANDARD EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2015 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE AT DATE OF POLICY.

NOTE: ITEM 7 OF THE STANDARD EXCEPTIONS IS HEREBY DELETED.

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

Order Number: ABI70460658-4

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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. Any and all unpaid taxes, assessments and unredeemed tax sales.
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. RIGHTS OF PARTIES IN POSSESSION, AS TENANTS ONLY, UNDER PRIOR UNRECORDED, WRITTEN RESIDENTIAL LEASES OR AGREEMENTS.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PLANNED BUILDING GROUP MAPS RECORDED AUGUST 25, 1978 IN BOOK D1 AT PAGE [54](#) AND MARCH 7, 1980 IN BOOK D2 AT PAGE [37](#) AS DEPICTED ON THE ALTA/ACSM LAND TITLE SURVEY PREPARED BY HARRIS KOCHER SMITH ON MAY 14, 2012, AS LAST REVISED ON SEPTEMBER 27, 2012, (THE "SURVEY").
10. ALL OIL, GAS OR OTHER MINERALS IN, UNDER AND THAT MAY BE PRODUCED FROM THE LAND AS EXCEPTED IN WARRANTY DEED RECORDED APRIL 26, 1966 IN BOOK 1663 AT PAGE [67](#).
11. EASEMENTS FOR EMERGENCY ACCESS AND INGRESS/EGRESS, AND RELATED COVENANTS IN FAVOR OF THE CITY AND COUNTY OF DENVER AS SET FORTH IN AGREEMENT RECORDED SEPTEMBER 26, 1978 IN BOOK 1755 AT PAGE [418](#).
12. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 01, 1979, IN BOOK 1926 AT PAGE [397](#), AS SUCH IS DEPICTED ON THE SURVEY.
13. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENTS RECORDED NOVEMBER 16, 1979, IN BOOK 2054 AT PAGE [110](#), AS SUCH IS DEPICTED ON THE SURVEY.
14. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 04, 1980, IN BOOK 2166 AT PAGE [639](#).

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

Order Number: ABI70460658-4

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED APRIL 05, 2006 UNDER RECEPTION NO. [2006052702](#), AS AMENDED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED SEPTEMBER 25, 2012 UNDER RECEPTION NO. [2012130948](#), CITY AND COUNTY OF DENVER, STATE OF COLORADO.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED APRIL 03, 2008 UNDER RECEPTION NO. [2008045440](#).

17. MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED SEPTEMBER 24, 2012, FROM CH WOODSTREAM VILLAGE COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO THE PUBLIC TRUSTEE OF DENVER COUNTY, FOR THE BENEFIT OF CBRE CAPITAL MARKETS, INC., TO SECURE THE SUM OF \$20,376,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED SEPTEMBER 26, 2012 UNDER RECEPTION NO. [2012131090](#) OF THE OFFICIAL RECORDS OF DENVER COUNTY, COLORADO.

ASSIGNMENT OF SECURITY INSTRUMENT DATED SEPTEMBER 24, 2012, TRANSFERRING THE BENEFICIAL INTEREST OF CBRE CAPITAL MARKETS, INC. UNDER THE DEED OF TRUST TO FEDERAL HOME LOAN MORTGAGE CORPORATION RECORDED SEPTEMBER 26, 2012 UNDER RECEPTION NO. [2012131091](#) OF THE OFFICIAL RECORDS OF DENVER COUNTY, COLORADO.

ASSIGNMENT OF MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT TO DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE SECURITIES, INC., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2013-K26, RECORDED MAY 8, 2013 UNDER RECEPTION NO. [2013066311](#)

18. UCC-1 FINANCING STATEMENT WITH CH WOODSTREAM VILLAGE COMMUNITIES, LLC, AS DEBTOR, CBRE CAPITAL MARKETS, INC., AS ASSIGNOR SECURED PARTY, AND FEDERAL HOME LOAN MORTGAGE CORPORATION, AS SECURED PARTY, RECORDED SEPTEMBER 26, 2012 UNDER RECEPTION NO. [2012131092](#).

UCC FINANCING STATEMENT AMENDMENT (ASSIGNMENT) TO DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE SECURITIES, INC., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2013-K26, RECORDED MAY 8, 2013 UNDER RECEPTION NO. [2013066312](#).

19. MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED JUNE 27, 2014 FROM CH WOODSTREAM VILLAGE COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF CBRE CAPITAL MARKETS, INC. TO SECURE THE SUM OF \$6,099,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED JUNE 27, 2014, UNDER RECEPTION NO. [2014076216](#).

ASSIGNMENT OF SECURITY INSTRUMENT DATED JUNE 27, 2014 TRANSFERRING THE BENEFICIAL INTEREST OF CBRE CAPITAL MARKETS, INC. TO FEDERAL HOME LOAN MORTGAGE CORPORATION, RECORDED JUNE 27, 2014, UNDER RECEPTION NO. [2014076217](#).

20. UCC-1 FINANCING STATEMENT BY CBRE CAPITAL MARKETS, INC., AS ASSIGNOR SECURED PARTY, AND FEDERAL HOME LOAN MORTGAGE CORPORATION, AS SECURED PARTY, RECORDED JUNE

**First American Title Insurance Company  
Schedule B Section 2**

**(Exceptions)**

**Order Number:** ABI70460658-4

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

27, 2014, UNDER RECEPTION NO. [2014076218](#).



First American Title™

## Privacy Information

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information values. We currently maintain physical, electronic, and procedural safeguards that comply with referral regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us how you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the person information. Usually, the personal information we collect is used only by us to respond to your inquiry, process and order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the uses of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents 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 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 either obtain 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 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 access 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 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.





**LAND TITLE GUARANTEE COMPANY**  
**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**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 3-5-1, Paragraph G of Article VII 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-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 the 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 a 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.



First American Title™

## Commitment for Title Insurance

ISSUED BY

### First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

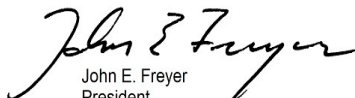
IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

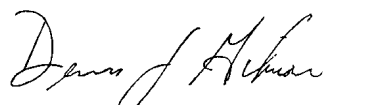

#### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or the matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of the Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of The mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org)

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

First American Title Insurance Company

  
John E. Freyer  
President  
Authorized Officer or Agent

  
Dennis J. Gilmore  
  
Jeffrey S. Robinson  
Secretary





Customer Distribution

**Our Order Number:** ABI70460654-3

**Date:** 09-04-2015

**Property Address:** 2570 S DAYTON WAY, DENVER, CO 80231

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**For Closing Assistance**

Colin Snody  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6234 (phone)  
303-393-3806 (fax)  
csnody@ltgc.com

**Closer's Assistant**

KAREN SPAID  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6214 (phone)  
877-375-5033 (fax)  
kspaid@ltgc.com

**For Title Assistance**

MARIANN INGERMANN  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
303-850-4123 (phone)  
303-393-4842 (fax)  
mingermann@ltgc.com

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COLRICH  
Attention: RYAN MUNNEKE  
444 WEST BEECH STREET  
SUITE 300  
SAN DIEGO, CA 92101  
858-490-2346 (work)  
ryanm@colrich.com  
Delivered via: Electronic Mail

JONES ACKERMAN & CORMAN  
Attention: MARC CORMAN  
10960 WILSHIRE BOULEVARD, SUITE 1225  
LOS ANGELES, CA 90024  
310-231-6656 (work)  
310-477-8768 (work fax)  
mhcorman@jaclaw.com  
Delivered via: Electronic Mail

JONES ACKERMAN & CORMAN  
Attention: SUSAN TRAVERS STERN  
10960 WILSHIRE BOULEVARD, SUITE 1225  
LOS ANGELES, CA 90024  
310-231-6656 (work)  
310-477-8768 (work fax)  
ststern@jaclaw.com  
Delivered via: Electronic Mail

JONES, ACKERMAN & CORMAN LLP  
Attention: ANDREA GALINDO  
10960 WILSHIRE BOULEVARD, SUITE 1225  
LOS ANGELES, CA 90024  
agalindo@jaclaw.com  
Delivered via: Electronic Mail



## **Wire Instructions**

**“Per Colorado Good Funds Statute, Land Title cannot accept funds in the form of a personal check or an ACH payment”**

Bank: FIRSTBANK OF COLORADO  
Address: 10403 W COLFAX AVENUE  
LAKEWOOD, CO 80215  
Phone: 303-237-5000  
Credit: LAND TITLE GUARANTEE COMPANY  
ABA No: 107005047  
Account: 2160521825  
Attention: Colin Snody  
Reference ABI70460654-3

\*If any of the above information is missing, the wire will be returned to sender.

\*If you have questions or concerns, please contact your closer.

\*Please remit funds in the form of a cashiers check or wire



# Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABI70460654-3

Date: 09-04-2015

Property Address: 2570 S DAYTON WAY, DENVER, CO 80231

Buyer/Borrower: CH DAYTON CROSSING COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title Insurance Fees</b>	
ALTA Loan Policy 06-17-06 (Commercial Industrial Rate)	\$5,947.00
Deletion of Exceptions 1-3	\$60.00
Deletion of General Exception 4	\$25.00
Endorsement ALTA 3.1-06	\$1,500.00
Endorsement ALTA 8.1-06	\$100.00
Endorsement ALTA 9-06	\$1,189.00
Endorsement 110.3-06 (ALTA 9.6-06)	\$1,189.00
Endorsement ALTA 17-06	\$100.00
Endorsement ALTA 17.2-06	\$250.00
Endorsement ALTA 18-06	\$200.00
Endorsement ALTA 19-06	\$1,189.00
Endorsement ALTA 22-06	\$100.00
Endorsement ALTA 25-06	\$1,000.00
Endorsement ALTA 26-06	\$200.00
Endorsement ALTA 28-06 11, 14 & 19	\$150.00
Endorsement 100.29-06	\$1,189.00
Endorsement 103.3-06 12, 13, 15, 16, 17 & 18	\$1,000.00
Endorsement Lack of Signatures	\$0.00
Tax Certificate	\$20.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$15,408.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule A**

**Order Number:** ABI70460654-3

**Customer Ref-Loan No.:**

**Property Address:**

2570 S DAYTON WAY, DENVER, CO 80231

**1. Effective Date:**

08-31-2015 at 05:00:00

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

"ALTA" Loan Policy 06-17-06 \$6,957,000.00

Proposed Insured:

CBRE CAPITAL MARKETS, INC. AND/OR  
FEDERAL HOME LOAN MORTGAGE  
CORPORATION, THEIR SUCCESSORS AND/OR  
ASSIGNS, AS THEIR INTERESTS MAY APPEAR

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

A FEE SIMPLE AS TO PARCEL A; AN EASEMENT AS TO PARCEL B

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

CH DAYTON CROSSING COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

**5. The Land referred to in this Commitment is described as follows:**

PARCEL A:

A TRACT OF LAND BEING A PORTION OF BLOCK 3, WOODSTREAM VILLAGE, A SUBDIVISION LOCATED IN A PART OF THE SOUTH 1/2 OF SECTION 27, AND A PART OF THE NORTH 1/2 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 3, ALSO BEING THE INTERSECTION OF THE EAST LINE OF SOUTH DAYTON WAY AND THE SOUTH LINE OF HARVARD AVENUE; THENCE ALONG SAID SOUTH LINE OF HARVARD AVENUE THE FOLLOWING TWO COURSES:

1) NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 554.55 FEET TO THE BEGINNING OF A 165.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 11 MINUTES 55 SECONDS

2) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.64 FEET (THE CHORD OF SAID ARC BEARING NORTH 69 DEGREES 24 MINUTES 02 SECONDS EAST 116.10 FEET); THENCE SOUTH 38 DEGREES 42 MINUTES 53 SECONDS EAST A DISTANCE OF 279.11 FEET; THENCE SOUTH 51 DEGREES 17 MINUTES 07 SECONDS WEST A DISTANCE OF 53.49 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 197.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 200.75 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 18 SECONDS EAST A DISTANCE OF 16.00 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 42 SECONDS EAST A DISTANCE OF 59.00 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 18 SECONDS WEST A DISTANCE OF 263.68 FEET TO A POINT ON A 390.00 FOOT RADIUS CURVE TO THE RIGHT, ALSO BEING A POINT ON THE NORTH LINE OF VASSAR DRIVE; THENCE CONTINUING ALONG SAID NORTH LINE OF VASSAR DRIVE THE FOLLOWING FOUR COURSES:

1) ALONG THE ARC (THE CHORD OF WHICH BEARS NORTH 84 DEGREES 24 MINUTES 18 SECONDS WEST 74.59 FEET) OF SAID 390.00 FOOT RADIUS CURVE HAVING A CENTRAL ANGLE OF 10 DEGREES

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule A**

**Order Number:** ABI70460654-3

**Customer Ref-Loan No.:**

58 MINUTES 31 SECONDS A DISTANCE OF 74.71 FEET TO A POINT OF TANGENT;  
2) THENCE NORTH 78 DEGREES 55 MINUTES 05 SECONDS WEST A DISTANCE OF 295.00 FEET TO THE BEGINNING OF A 280.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37 DEGREES 30 MINUTES 00 SECONDS;  
3) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 183.26 FEET TO A POINT OF TANGENT;  
4) THENCE SOUTH 63 DEGREES 34 MINUTES 55 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 66.43 FEET TO THE INTERSECTION OF SAID NORTH LINE OF VASSAR DRIVE AND SAID EAST LINE OF SOUTH DAYTON WAY;  
THENCE ALONG SAID EAST LINE OF SOUTH DAYTON WAY THE FOLLOWING FOUR COURSES:  
1) ALONG THE ARC (THE CHORD OF WHICH BEARS NORTH 44 DEGREES 35 MINUTES 28 SECONDS WEST 272.41 FEET) OF A 560.00 FOOT RADIUS CURVE HAVING A CENTRAL ANGLE OF 28 DEGREES 09 MINUTES 14 SECONDS A DISTANCE OF 275.17 FEET TO A POINT OF TANGENT;  
2) THENCE NORTH 58 DEGREES 40 MINUTES 05 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 90.00 FEET TO THE BEGINNING OF A 380.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 58 DEGREES 45 MINUTES 00 SECONDS;  
3) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 389.64 FEET TO A POINT OF TANGENT;  
4) THENCE NORTH 00 DEGREES 04 MINUTES 55 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 79.62 FEET TO THE POINT OF BEGINNING;

EXCEPT THE PORTION BETWEEN THE ARC OF A 20.00 FOOT RADIUS CURVE AND SAID EAST LINE OF SAID DAYTON WAY AT THE FOLLOWING TWO LOCATIONS:

- 1) THE INTERSECTION OF SAID EAST LINE AND SAID SOUTH LINE OF HARVARD AVENUE;
- 2) THE INTERSECTION OF SAID EAST LINE WITH SAID NORTH LINE OF VASSAR DRIVE, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

**PARCEL B:**

A NON-EXCLUSIVE RIGHT, PRIVILEGE AND EASEMENT TO USE THE "AMENITIES", TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PARKING, PEDESTRIAN, VEHICULAR AND OTHER RIGHTS OF INGRESS/EGRESS OVER THE "PARKING AREAS" AS SET FORTH IN THE AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED APRIL 5, 2006 UNDER RECEPTION NO. [2006052702](#), AS AMENDED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED SEPTEMBER 25, 2012 UNDER RECEPTION NO. [2012130948](#), CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule B Section 1**

**(Requirements)**

Order Number: ABI70460654-3

The following are the requirements to be complied with:

**Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

**Item (c) Payment of all taxes, charges or assessments levied and assessed against the subject premises which are due and payable.**

**Item (d) Additional requirements, if any disclosed below:**

1. (THIS ITEM MOVED TO SCHEDULE B, SECTION 2.)
2. (THIS ITEM MOVED TO SCHEDULE B, SECTION 2.)
3. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT ACTION BY WRITTEN CONSENT OF THE SOLE MANAGING MEMBER OF CH DAYTON CROSSING COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY EVIDENCING AUTHORITY TO SIGN ON BEHALF OF SAID ENTITY AND PROVIDING GENERAL AUTHORITY FOR THE CONTEMPLATED TRANSACTION HEREIN.
4. PROVIDE LAND TITLE GUARANTEE COMPANY WITH AN EXECUTED SURVEY CERTIFICATE IN CONNECTION WITH THAT CERTAIN SURVEY OF SUBJECT PROPERTY BY HARRIS KOCHER SMITH, JOB NO. N/A, DATED MAY 14, 2012 AND LAST REVISED SEPTEMBER 27, 2012.

NOTE: LAND TITLE GUARANTY COMPANY IS IN POSSESSION OF AN UNEXECUTED SURVEY CERTIFICATE FOR THE ABOVE SURVEY.

5. MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT FROM CH DAYTON CROSSING COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF CBRE CAPITAL MARKETS, INC. TO SECURE THE SUM OF \$6,957,000.00.

NOTE: THE OPERATING AGREEMENT FOR CH DAYTON CROSSING COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY DISCLOSES CH DENVER MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY ITS MEMBER, BY CH DENVER HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ITS MANAGING MEMBER, BY CH DENVER ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY ITS MANAGING MEMBER, BY COLRICH MULTI-FAMILY INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ITS MANAGING MEMBER, BY DANNY GABRIEL, ITS MANAGER AS MEMBER THAT MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

6. ASSIGNMENT OF SECURITY INSTRUMENT DATED TRANSFERRING THE BENEFICIAL INTEREST OF CBRE CAPITAL MARKETS, INC. TO FEDERAL HOME LOAN MORTGAGE CORPORATION.
7. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT BETWEEN CBRE AND MAC-GRAY SERVICES, INC. REGARDING THE LEASE FURTHER DESCRIBED IN EXCEPTION NO. 22.

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A SATISFACTORY SURVEY CERTIFICATE.



**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule B Section 1**

**(Requirements)**

**Order Number:** ABI70460654-3

**The following are the requirements to be complied with:**

NOTE: ITEM 4 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT.

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 2014 TAXES, ITEM 6 OF THE STANDARD EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2015 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE OR PAYABLE AT DATE OF POLICY.

NOTE: ITEM 7 OF THE STANDARD EXCEPTIONS IS HEREBY DELETED.

**First American Title Insurance Company  
Schedule B Section 2**

**(Exceptions)**

Order Number: ABI70460654-3

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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. Any and all unpaid taxes, assessments and unredeemed tax sales.
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. RIGHTS OF PARTIES IN POSSESSION AS TENANTS ONLY, UNDER PRIOR UNRECORDED WRITTEN RESIDENTIAL LEASES OR AGREEMENTS.  
  
(AFFECTS ALL PARCELS)
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH ON PLANNED BUILDING GROUP MAPS RECORDED AUGUST 25, 1978 IN BOOK D1 AT PAGE [54](#) AND MARCH 7, 1980 IN BOOK D2 AT PAGE [37](#) AS DEPICTED ON ALTA/ACSM LAND TITLE SURVEY CREATED BY HARRIS KOCHER SMITH ON MAY 14, 2012, AS LAST REVISED ON SEPTEMBER 27, 2012 (THE "SURVEY").  
  
(AFFECTS ALL PARCELS)
10. ALL OIL, GAS OR OTHER MINERALS IN, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, AS EXCEPTED IN WARRANTY DEED RECORDED APRIL 26, 1966 IN BOOK 1663 AT PAGE [67](#).  
  
(AFFECTS ALL PARCELS)
11. EASEMENTS FOR EMERGENCY ACCESS AND INGRESS/EGRESS, AND RELATED COVENANTS, IN FAVOR OF THE CITY AND COUNTY OF DENVER, AS SET FORTH IN AGREEMENT RECORDED SEPTEMBER 26, 1978 IN BOOK 1755 AT PAGE [418](#).  
  
(AFFECTS ALL PARCELS)
12. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 01, 1979, IN BOOK 1926 AT PAGE [397](#), AS SUCH IS DEPICTED ON THE SURVEY.

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

Order Number: ABI70460654-3

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

(AFFECTS ALL PARCELS)

13. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENTS RECORDED NOVEMBER 16, 1979, IN BOOK 2054 AT PAGES [108](#), [109](#) AND [110](#), AS SUCH IS DEPICTED ON THE SURVEY.

(AFFECTS ALL PARCELS)

14. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 04, 1980, IN BOOK 2166 AT PAGE [639](#).

(AFFECTS ALL PARCELS)

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT IN FAVOR OF THE CITY AND COUNTY OF DENVER RECORDED JULY 21, 1980 IN BOOK 2193 AT PAGE [683](#) AS SUCH IS DEPICTED ON THE SURVEY.

(AFFECTS PARCEL A)

16. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 01, 1981, IN BOOK 2403 AT PAGE [144](#), AS SUCH IS DEPICTED ON THE SURVEY.

(AFFECTS PARCEL A)

17. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR GAS SYSTEM UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 07, 1982, IN BOOK 2512 AT PAGE [84](#), AS SUCH IS DEPICTED ON THE SURVEY.

(AFFECTS PARCEL A)

18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED APRIL 05, 2006 UNDER RECEPTION NO. [2006052702](#), AS AMENDED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED SEPTEMBER 25, 2012 UNDER RECEPTION NO. [2012130948](#).

(AFFECTS ALL PARCELS)

19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED APRIL 03, 2008 UNDER RECEPTION NO. [2008045445](#).

(AFFECTS PARCEL A)

20. MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED SEPTEMBER 24, 2012, FROM CH DAYTON CROSSING COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO THE PUBLIC TRUSTEE OF DENVER COUNTY, FOR THE BENEFIT OF CBRE CAPITAL MARKETS, INC., TO SECURE THE SUM OF \$22,400,000.00 RECORDED SEPTEMBER 26, 2012 UNDER RECEPTION NO. [2012131086](#) OF THE OFFICIAL RECORDS OF DENVER COUNTY,

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

Order Number: ABI70460654-3

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

COLORADO.

ASSIGNMENT OF SECURITY INSTRUMENT DATED SEPTEMBER 24, 2012, TRANSFERRING THE BENEFICIAL INTEREST OF CBRE CAPITAL MARKETS, INC. UNDER THE DEED OF TRUST TO FEDERAL HOME LOAN MORTGAGE CORPORATION RECORDED SEPTEMBER 26, 2012 UNDER RECEPTION NO. [2012131087](#) OF THE OFFICIAL RECORDS OF DENVER COUNTY, COLORADO.

ASSIGNMENT OF MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT TO DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE SECURITIES, INC., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2103-K26, RECORDED MAY 8, 2013 UNDER RECEPTION NO. [2013066309](#) OF THE OFFICIAL RECORDS OF DENVER COUNTY, COLORADO.

21. UCC-1 FINANCING STATEMENT WITH CH DAYTON CROSSING COMMUNITIES, LLC, AS DEBTOR, CBRE CAPITAL MARKETS, INC., AS ASSIGNOR SECURED PARTY, AND FEDERAL HOME LOAN MORTGAGE CORPORATION, AS SECURED PARTY, RECORDED SEPTEMBER 26, 2012 UNDER RECEPTION NO. [201213108](#) OF THE OFFICIAL RECORDS OF DENVER COUNTY, COLORADO.

UCC FINANCING STATEMENT AMENDMENT (ASSIGNMENT) TO DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE SECURITIES, INC., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2103-K26, RECORDED MAY 8, 2013 UNDER RECEPTION NO. [2013066310](#) OF THE OFFICIAL RECORDS OF DENVER COUNTY, COLORADO.

22. TERMS, CONDITIONS AND PROVISIONS OF AN UNRECORDED MONTH TO MONTH LEASE OF LAUNDRY FACILITIES TO MAC-GRAY SERVICES, LLC, AS SUCCESSOR TO AUTOMATIC LAUNDRY COMPANY.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT REGARDING SAID LEASE RECORDED SEPTEMBER 26, 2012 UNDER RECEPTION NO. [2012131089](#).

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT DATED JUNE 27, 2014 AND RECORDED JUNE 27, 2014 UNDER RECEPTION NO. [2014076206](#).

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT RECORDED \_\_\_\_\_ UNDER RECEPTION NO. \_\_\_\_\_.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

NOTE: UPON SATISFACTION OF REQUIREMENT 7, THE ABOVE ITEM WILL BE SHOWN ON SCHEDULE B-II OF THE POLICY.

23. MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED JUNE 27, 2014 FROM CH DAYTON CROSSING COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF CBRE CAPITAL MARKETS, INC TO SECURE THE SUM OF \$4,300,000.00 RECORDED JUNE 27, 2014, UNDER RECEPTION NO. [2014076203](#) OF THE OFFICIAL RECORDS OF DENVER COUNTY, COLORADO.

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

**Order Number:** ABI70460654-3

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

ASSIGNMENT OF SECURITY INSTRUMENT DATED JUNE 27, 2014 TRANSFERRING THE BENEFICIAL INTEREST OF CBRE CAPITAL MARKETS, INC UNDER THE DEED OF TRUST TO FEDERAL HOME LOAN MORTGAGE CORPORATION, RECORDED JUNE 27, 2014, UNDER RECEPTION NO. [2014076204](#) OF THE OFFICIAL RECORDS OF DENVER COUNTY, COLORADO.

24. UCC-1 FINANCING STATEMENT NAMING CH DAYTON CROSSING COMMUNITIES, LLC, AS DEBTOR, CBRE CAPITAL MARKETS, INC., AS ASSIGNOR SECURED PARTY, AND FEDERAL HOME LOAN MORTGAGE CORPORATION, AS SECURED PARTY, RECORDED JUNE 27, 2014, UNDER RECEPTION NO. [2014076205](#) OF THE OFFICIAL RECORDS OF DENVER COUNTY, COLORADO.



First American Title™

## Privacy Information

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information values. We currently maintain physical, electronic, and procedural safeguards that comply with referral regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us how you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the person information. Usually, the personal information we collect is used only by us to respond to your inquiry, process and order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the uses of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents 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 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 either obtain 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 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 access 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 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.



**LAND TITLE GUARANTEE COMPANY**  
**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**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 3-5-1, Paragraph G of Article VII 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-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 the 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 a 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.





First American Title™

## Commitment for Title Insurance

ISSUED BY

### First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

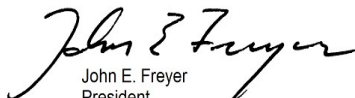
IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

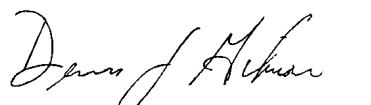

#### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or the matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of the Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of The mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org)

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

First American Title Insurance Company

  
John E. Freyer  
President  
Authorized Officer or Agent

  
Dennis J. Gilmore  
  
Jeffrey S. Robinson  
Secretary



P-95

# APARTMENTS AT WOODSTREAM VILLAGE AMENDED

PLANNED BUILDING GROUP  
LOCATED AT S DAYTON WY AND HARVARD AVE.  
A PART OF THE S. 1/2 OF SECTION 27, T. 4 S., R. 67 W. OF THE 6TH P.M.,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

### REFERENCE

APARTMENTS AT WOODSTREAM VILLAGE-P.B.G. recorded in P.D. Book 1, Pages 54, 55, 56, City and County of Denver.

WOODSTREAM VILLAGE SUBDIVISION recorded in Book 27, Pages 5, 6, 7 & 8, City and County of Denver.

### LEGAL DESCRIPTION

All of Block 3, WOODSTREAM VILLAGE, a Subdivision located in the S 1/2 of Section 27, and a part of the N 1/2 of Section 34, Township 4 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.

### LAND SURVEYOR'S CERTIFICATION

I, Wilbur D. Stites, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by the above was made under my supervision and that said plat is a true and accurate representation thereof.

*Wilbur D. Stites*  
Wilbur D. Stites L. S. No. 4769



"We, the undersigned, shall comply with all regulations contained in Article 616 of the Revised Municipal Code of the City and County of Denver." (Zoning Chapter)

*Donald A. Jensen*  
Date JANUARY 31, 1980

### APPROVALS

Approved By *Donald A. Jensen* Zoning Administrator Date 3/5/80  
Approved By *Alan L. Carter* Planning Director Date 2/5/80

STATE OF COLORADO  
City and County of Denver } ss 069327

I hereby certify that this instrument was filed for record in my office at 11:33 o'clock A.M. on March 7 1980 and duly recorded in Planned Development Book 3, Pages 37-38-39

*F. J. Serafini*  
*Ronnie M. Hunter*  
Deputy  
FEE 9300

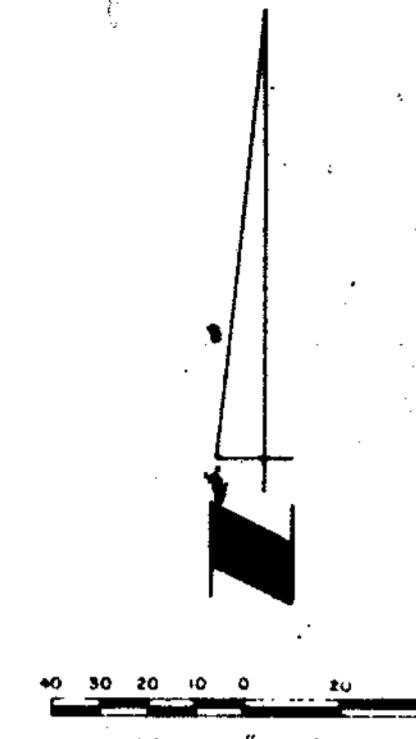
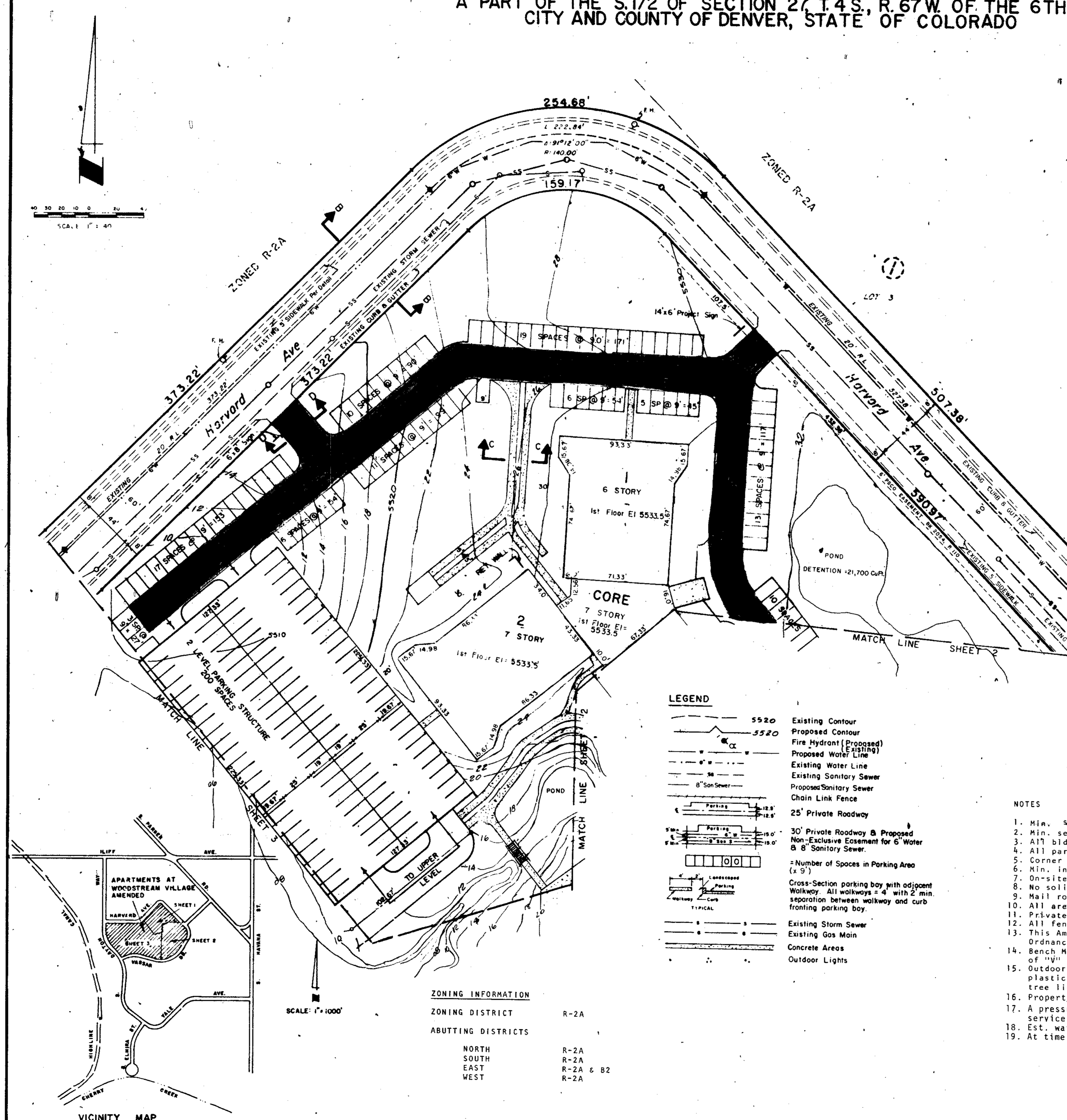


### STATISTICAL INFORMATION

- Estimated population = 975.
- Total zone lot area = 21.81 acres.
- Maximum number of dwelling units = 633.
- Maximum height of buildings = 68' (Bldg "A") & 38' (Bldgs 1-9).
- Lot coverage by buildings: Total = 218,445. Bldg "A" = 100,518; Bldgs 1-9 & Clubhse. = 117,927 sq. ft.
- Floor area ratio = .73:1
- Total floor area = 692,778 (excl. gar.)
- No. of parking spaces provided = 1148
- No. of parking spaces required = 950 (688 covered, 460 uncovered)
- 6" water main.
- Water taps: 9 - 1 1/2"; 1 - 3/4" (Bldgs 1-9); Bldg "A" = existing.

### NOTES

- Min. spacing between structures = 30' (Bldg "A"), 38' (Bldgs 1-9).
- Min. setback from property lines = 20'.
- All bldgs. will be accessible via ramp or level entry
- All parking spaces to be 9' x 19'.
- Corner lot dimensions are to intersection of extended lot lines.
- Min. inside radius for private roadways is 25'.
- On-site sewers are private.
- No solid outside waste facilities.
- Mail rooms will be located inside buildings.
- All areas excepting paved areas are landscaped.
- All fences and walls to conform to R-2A provisions of Zoning Ord.
- This Amended Plan must comply with an Agreement approved by Ordinance 486 Series of 1978 in the City and County of Denver, Colorado.
- Bench Mark = Top of bolt with cross in fire hydrant cap at intersection of "w" Parking Lot ("The Falls") and Harvard Ave. El. = 5504.03 U.S.S.
- Outdoor lighting: freestanding 14'Ht. at surface parking areas, 500 W. in plastic diffusers. Yard and walk lights 6' max. ht., 150-300 W. Wall and tree lights - 150-300 W.
- Property pins are 1/2" bar, L.S. #4769.
- A pressure reducing valve shall be installed in water service line at each of Bldgs. 1-9 and associated clubhouse.
- Est. water demand = 1,600 gals. per minute Bldgs. 1-9 + clubhouse.
- At time of this Amendment, construction of Bldg. "A" = complete.



### LEGEND

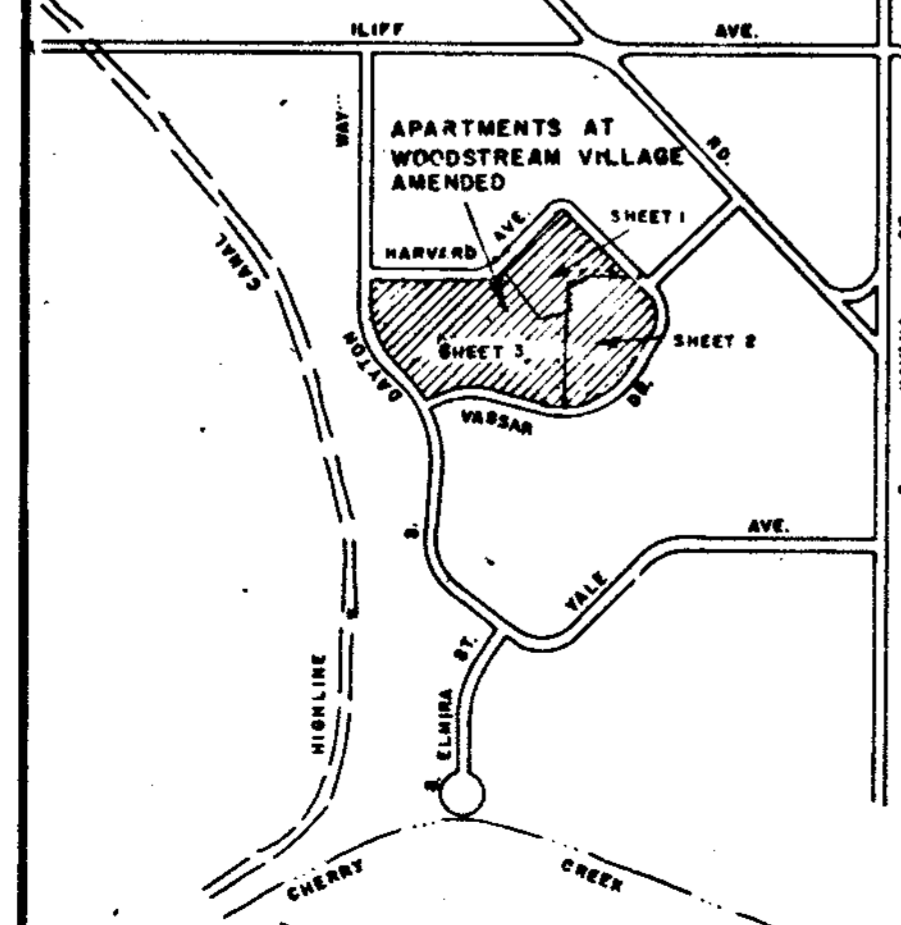
- 5520 Existing Contour
- 5520 Proposed Contour
- Fire Hydrant (Proposed)
- Proposed Water Line
- Existing Water Line
- Existing Sanitary Sewer
- Proposed Sanitary Sewer
- Chain Link Fence
- 25' Private Roadway
- 30' Private Roadway & Proposed Non-Exclusive Easement for 6" Water & 8" Sanitary Sewer
- Number of Spaces in Parking Area (x 9')
- Cross-Section parking bay with adjacent Walkway. All walkways = 4' with 2 min. separation between walkway and curb fronting parking bay.
- Existing Storm Sewer
- Existing Gas Main
- Concrete Areas
- Outdoor Lights

### ZONING INFORMATION

ZONING DISTRICT R-2A  
 ABUTTING DISTRICTS  
 NORTH R-2A  
 SOUTH R-2A  
 EAST R-2A & B2  
 WEST R-2A

SCALE: 1" = 1000'

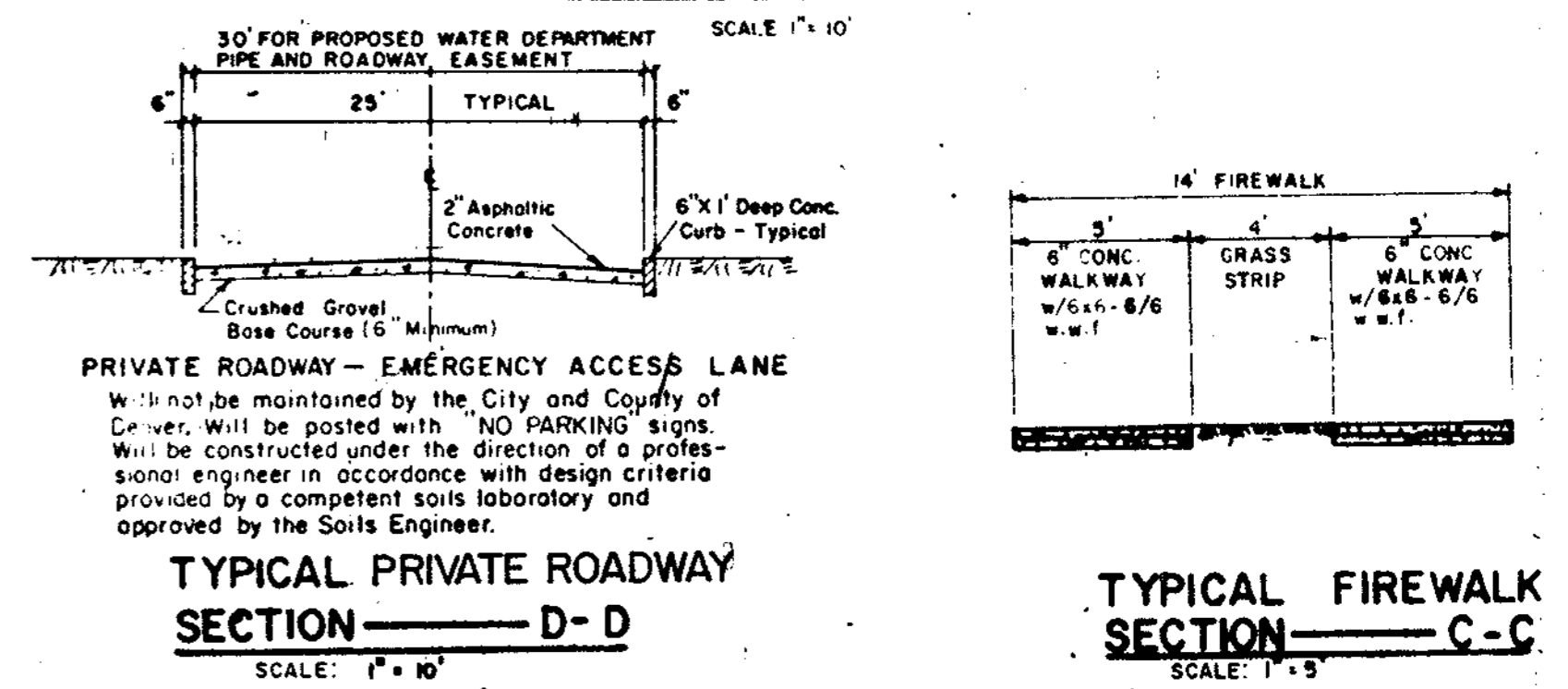
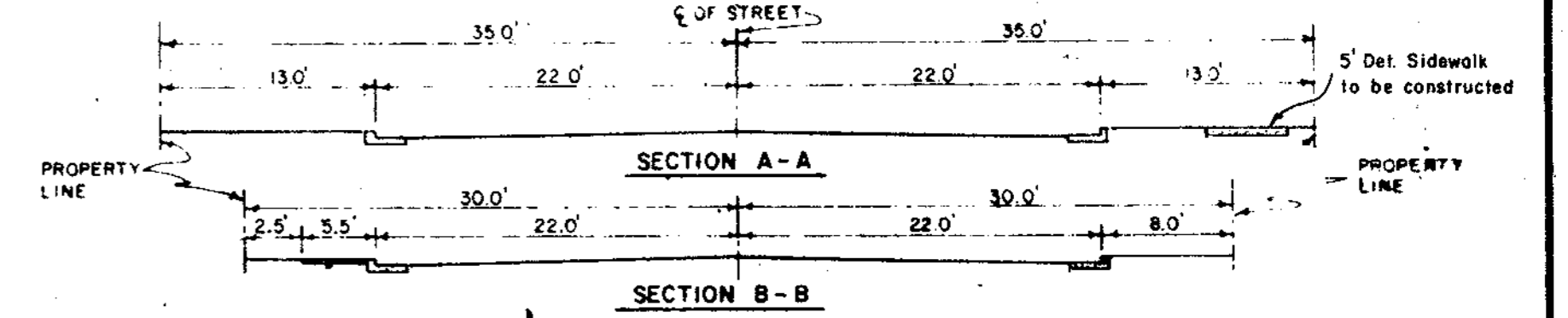
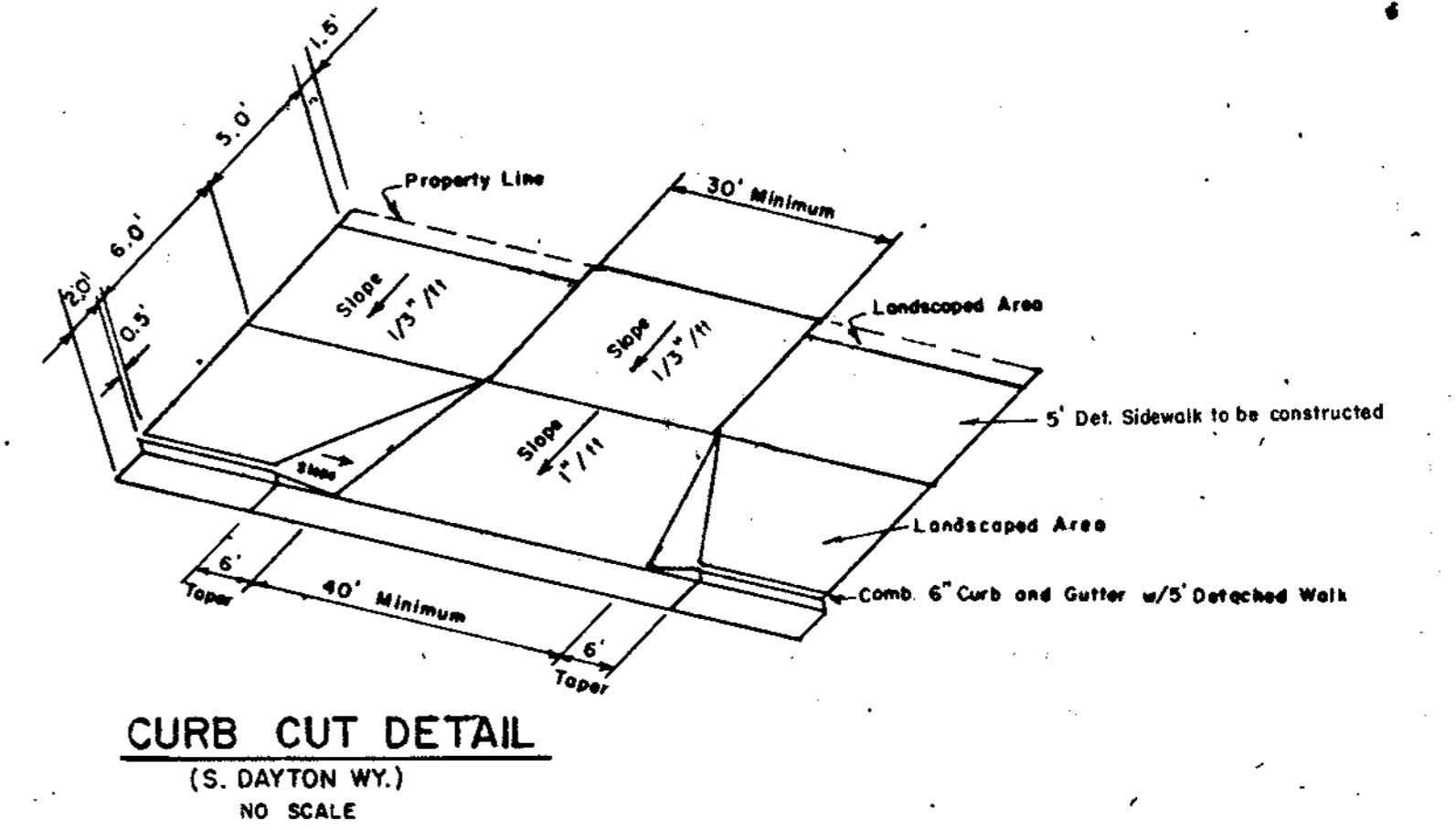
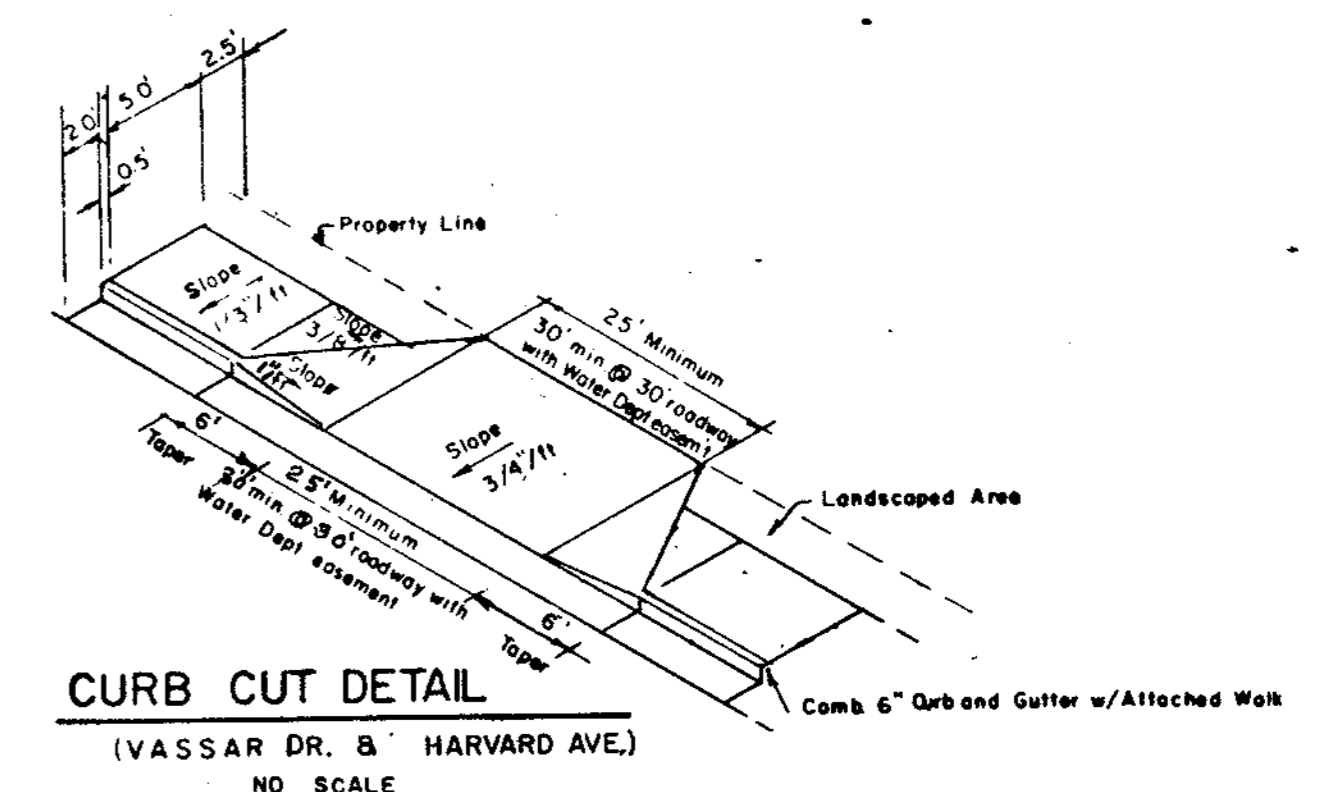
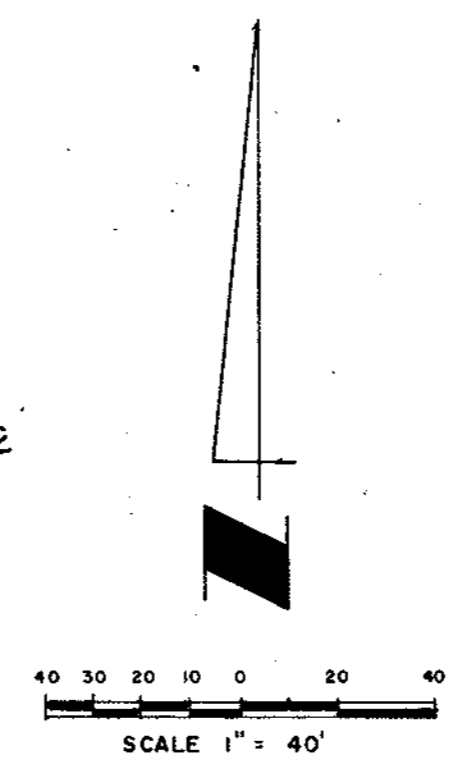
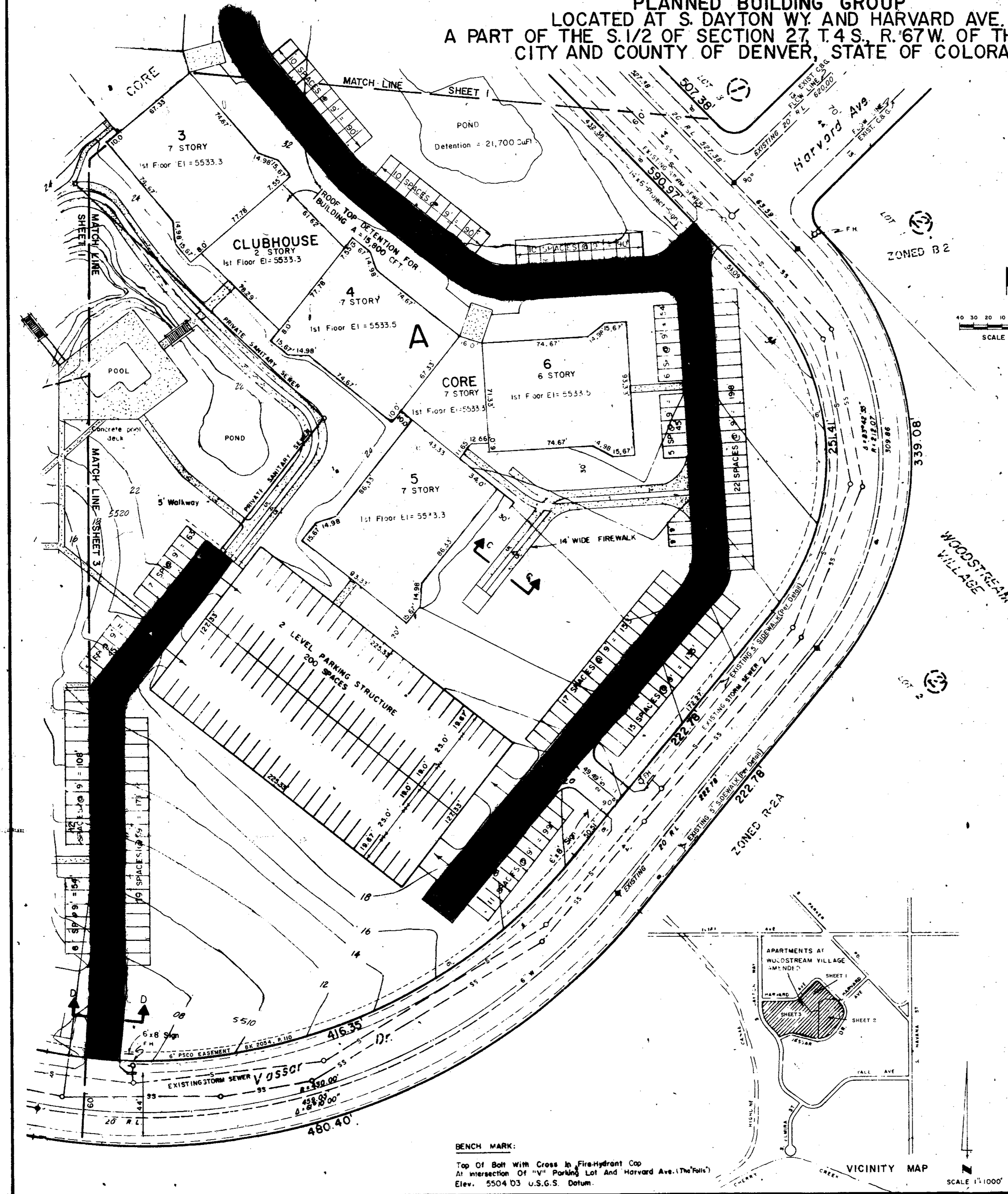
### VICINITY MAP



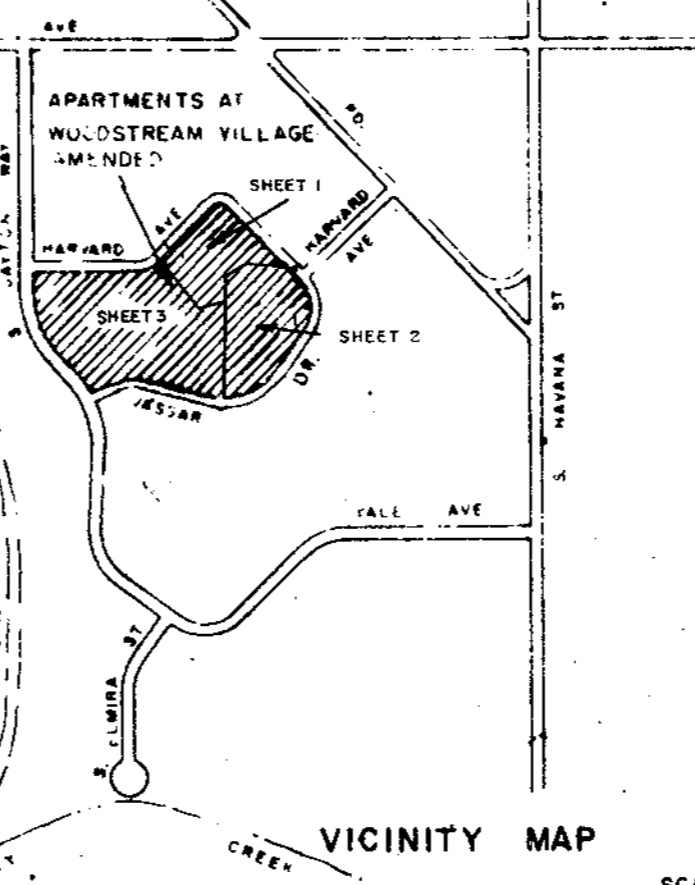
P-95

# APARTMENTS AT WOODSTREAM VILLAGE AMENDED

PLANNED BUILDING GROUP  
 LOCATED AT S. DAYTON WY AND HARVARD AVE.  
 A PART OF THE S.1/2 OF SECTION 27 T.4 S., R. 67 W. OF THE 6TH P.M.,  
 CITY AND COUNTY OF DENVER, STATE OF COLORADO



**BENCH MARK:**  
 Top Of Bolt With Cross In Fire-Hydrant Cap  
 At Intersection Of "V" Parking Lot And Harvard Ave. (The "Pole")  
 Elev. 5504.03 U.S.G.S. Datum.



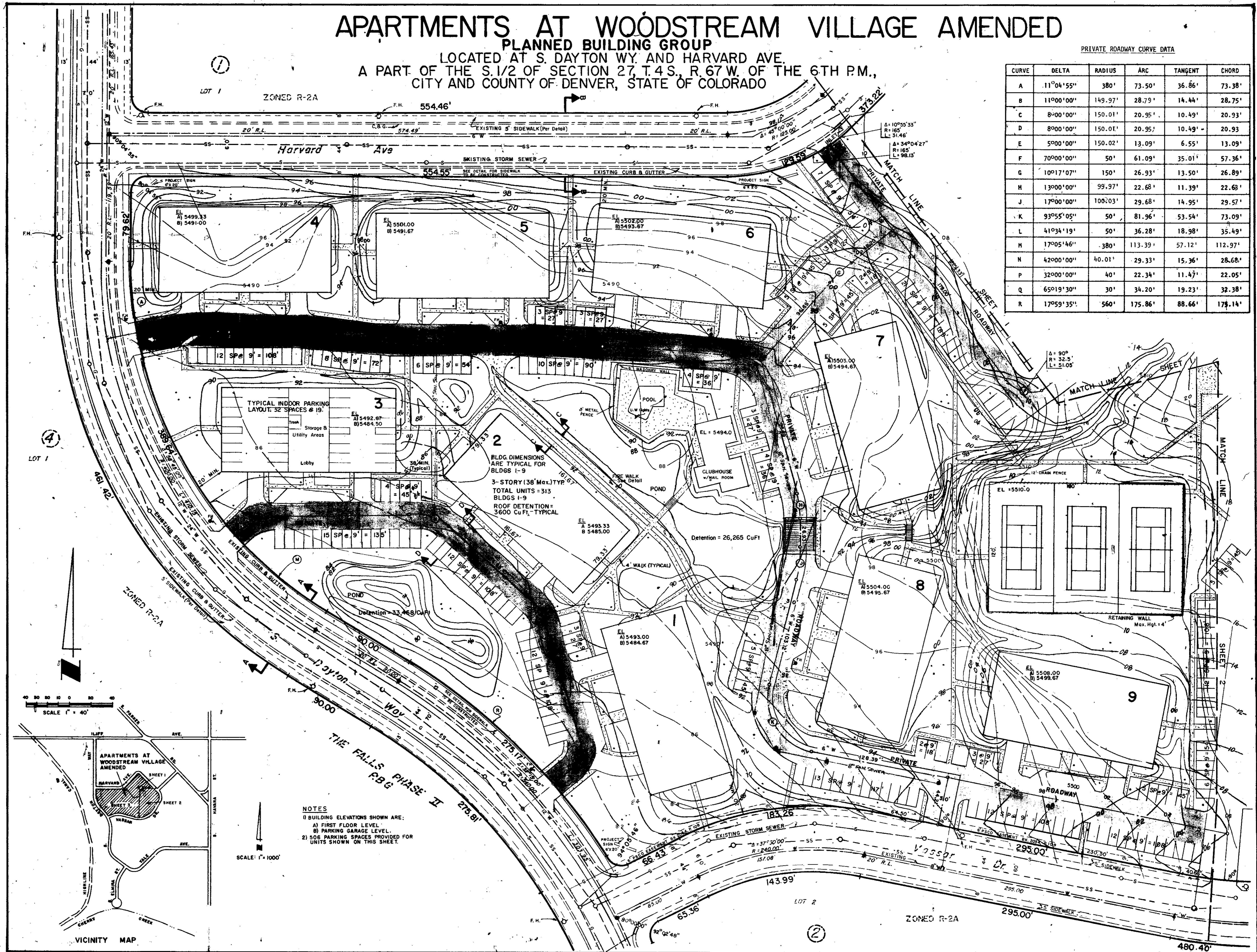
# APARTMENTS AT WOODSTREAM VILLAGE AMENDED

## PLANNED BUILDING GROUP

LOCATED AT S. DAYTON WY. AND HARVARD AVE.  
A PART OF THE S. 1/2 OF SECTION 27, T.4 S., R. 67 W. OF THE 6TH P.M.,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

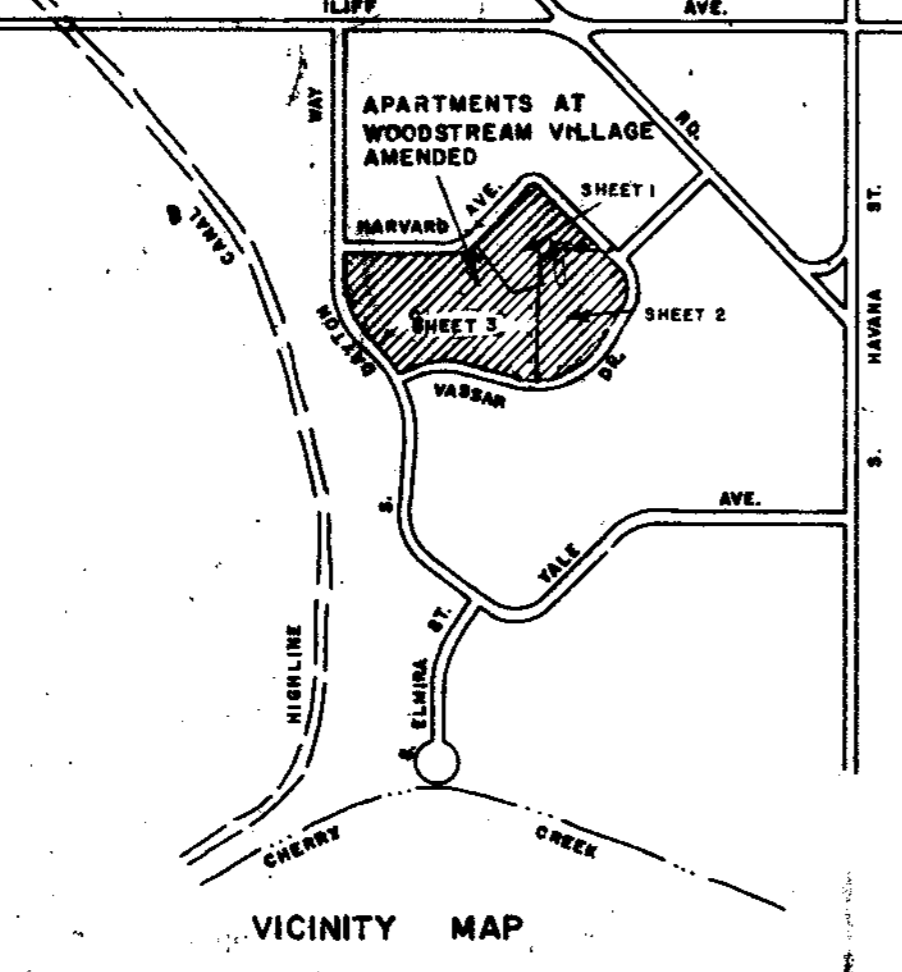
PRIVATE ROADWAY CURVE DATA

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
A	11°04'55"	380'	73.50'	36.86'	73.38'
B	11°00'00"	149.97'	28.79'	14.44'	28.75'
C	8°00'00"	150.01'	20.95'	10.49'	20.93'
D	8°00'00"	150.01'	20.95'	10.49'	20.93'
E	5°00'00"	150.02'	13.09'	6.55'	13.09'
F	7°00'00"	50'	61.09'	35.01'	57.36'
G	10°17'07"	150'	26.93'	13.50'	26.89'
H	13°00'00"	99.97'	22.68'	11.39'	22.68'
J	17°00'00"	100.03'	29.68'	14.95'	29.57'
K	93°55'05"	50'	81.96'	53.54'	73.09'
L	41°34'19"	50'	36.28'	18.98'	35.49'
M	17°05'46"	380'	113.39'	57.12'	112.97'
N	42°00'00"	40.01'	29.33'	15.36'	28.68'
P	32°00'00"	40'	22.34'	11.47'	22.05'
Q	65°19'30"	30'	34.20'	19.23'	32.38'
R	17°59'35"	560'	175.86'	88.66'	179.14'



LOT 1

SCALE 1" = 40'



NOTES  
 1) BUILDING ELEVATIONS SHOWN ARE:  
 A) FIRST FLOOR LEVEL  
 B) PARKING GARAGE LEVEL  
 2) 506 PARKING SPACES PROVIDED FOR UNITS SHOWN ON THIS SHEET.

SCALE: 1" = 1000'

STITES & CHAKRABARTI, INC.  
 8000 EAST GIRARD AVE  
 DENVER, CO. 80231 (303) 751-1237

SHEET 3 OF 3

APARTMENTS AT WOODSTREAM VILLAGE AMENDED

R-95-B

# ALTA/ACSM LAND TITLE SURVEY

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

## LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF BLOCK 3, WOODSTREAM VILLAGE, A SUBDIVISION LOCATED IN A PART OF THE SOUTH 1/2 OF SECTION 27, AND A PART OF THE NORTH 1/2 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 3, ALSO BEING THE INTERSECTION OF THE EAST LINE OF SOUTH DAYTON WAY AND THE SOUTH LINE OF HARVARD AVENUE;  
THENCE ALONG SAID SOUTH LINE OF HARVARD AVENUE THE FOLLOWING TWO COURSES:  
1) NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 554.55 FEET TO THE BEGINNING OF A 165.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 11 MINUTES 55 SECONDS;  
2) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.64 FEET (THE CHORD OF SAID ARC BEARING NORTH 69 DEGREES 24 MINUTES 02 SECONDS EAST 116.10 FEET) TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE THE FOLLOWING FOUR COURSES:  
1) ALONG THE ARC (THE CHORD OF WHICH BEARS NORTH 46 DEGREES 54 MINUTES 02 SECONDS EAST 10.95 FEET) OF SAID 165 FOOT RADIUS CURVE, HAVING A CENTRAL ANGLE OF 3 DEGREES 48 MINUTES 05 SECONDS, A DISTANCE OF 10.95 FEET TO A POINT OF TANGENT;  
2) THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 373.22 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91 DEGREES 12 MINUTES 00 SECONDS;  
3) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 159.17 FEET TO A POINT OF TANGENT;  
4) THENCE SOUTH 43 DEGREES 48 MINUTES 00 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 590.97 FEET TO THE BEGINNING OF A 172.07 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 83 DEGREES 42 MINUTES 55 SECONDS, ALSO BEING A POINT ON THE NORTHWESTERLY LINE OF VASSAR DRIVE;  
THENCE ALONG SAID NORTHWESTERLY LINE OF VASSAR DRIVE THE FOLLOWING THREE COURSES:  
1) ALONG THE ARC OF SAID CURVE A DISTANCE OF 251.41 FEET TO A POINT OF TANGENT;  
2) THENCE SOUTH 39 DEGREES 54 MINUTES 55 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 222.78 FEET TO THE BEGINNING OF A 390.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50 DEGREES 11 MINUTES 29 SECONDS;  
3) THENCE ALONG THE ARC (THE CHORD OF WHICH BEARS SOUTH 65 DEGREES 00 MINUTES 40 SECONDS WEST 330.82 FEET) OF SAID CURVE A DISTANCE OF 341.64 FEET;  
THENCE NORTH 00 DEGREES 52 MINUTES 18 SECONDS EAST A DISTANCE OF 263.68 FEET;  
THENCE NORTH 89 DEGREES 07 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET;  
THENCE SOUTH 00 DEGREES 52 MINUTES 18 SECONDS WEST A DISTANCE OF 16.00 FEET;  
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 200.75 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 197.00 FEET;  
THENCE NORTH 51 DEGREES 17 MINUTES 07 SECONDS EAST A DISTANCE OF 53.49 FEET;  
THENCE NORTH 38 DEGREES 42 MINUTES 53 SECONDS WEST A DISTANCE OF 279.11 FEET TO THE TRUE POINT OF BEGINNING;

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

## NOTES:

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. AB070331460-4 ISSUED BY LAND TITLE GUARANTEE COMPANY HAVING AN EFFECTIVE DATE OF MAY 3, 2012 AT 5:00 P.M.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- UTILITIES SHOWN HEREON ARE FROM VISIBLE FIELD INFORMATION ONLY. UTILITY LOCATES WERE NOT PROVIDED FOR THIS SURVEY. HARRIS KOCHER SMITH DOES NOT GUARANTEE THESE LOCATIONS OR THAT THE UTILITIES SHOWN HEREON COMPRISE ALL UTILITIES IN THIS AREA, EITHER IN SERVICE OR ABANDONED. FOR THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES, CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AND THE APPROPRIATE UTILITY COMPANY PRIOR TO CONSTRUCTION.
- BEARINGS ARE BASED ON THE NORTHEAST LINE OF BLOCK 3, WOODSTREAM VILLAGE A PLAT RECORDED IN BOOK 27 AT PAGES 5-8 OF THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, AS MONUMENTED BY A #5 REBAR WITH YELLOW PLASTIC CAP PLS 4769 AT EACH END, ASSUMED TO BEAR SOUTH 43°48'00" EAST.
- SUBJECT PROPERTY FALLS WITHIN ZONE X OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 08004602366, DATED NOVEMBER 17, 2005. ZONE X IS DEFINED AS AREAS OUTSIDE THE 1-PERCENT ANNUAL CHANCE FLOODPLAIN.
- THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
- PER THE CITY AND COUNTY OF DENVER ZONING MAP DATED FEBRUARY 19, 2012, THE SURVEYED PROPERTY IS ZONED R-2-A.
- PER THE APARTMENTS AT WOODSTREAM VILLAGE AMENDED PLANNED BUILDING GROUP RECORDED IN PLANNED DEVELOPMENT BOOK 2 AT PAGES 37-39, A TOTAL OF 950 PARKING SPACES WERE REQUIRED. SAID P.B.G. WAS FOR THE ENTIRETY OF BLOCK 3 AND THE PARKING TOTAL INCLUDED PARKING ON THE ADJOINING PROPERTY TO THE WEST. A TOTAL OF 596 PARKING SPACES WERE OBSERVED ON THE SURVEYED PROPERTY, WITH 389 LOCATED IN PARKING STRUCTURES AND 207 BEING STRIPED SPACES. 13 SPACES OF THE TOTAL ARE DESIGNATED HANDICAP PARKING.
- PER THE APARTMENTS AT WOODSTREAM VILLAGE AMENDED PLANNED BUILDING GROUP RECORDED IN PLANNED DEVELOPMENT BOOK 2 AT PAGES 37-39, THE MAXIMUM BUILDING HEIGHT IS 68 FEET/7 STORIES, THE MAXIMUM FLOOR AREA RATIO IS 0.73:1, AND THE SETBACKS ARE 20' FROM PROPERTY LINES AND 30' BUILDING SEPARATION.
- NO PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES WERE OBSERVED ON THE SURVEYED PROPERTY.
- THERE WAS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE SURVEYED PROPERTY.
- THERE WAS NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- PARKING AREA ALONG THE COMMON LINE WITH THE ADJOINING PROPERTY TO THE EAST DOES NOT COINCIDE WITH PROPERTY LINES, AS SHOWN HEREON.
- THE SURVEYED PROPERTY IS SUBJECT TO THE TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, OBLIGATIONS AND RESERVATIONS CONTAINED IN THE FOLLOWING RECORDED DOCUMENTS IN THE TITLE COMMITMENT AS REFERENCED IN NOTE 1.

- △ INDICATES THE EXCEPTION NUMBER WITHIN THE SCHEDULE B-2 OF THE TITLE COMMITMENT REFERENCED IN NOTE 1. (EXCEPTIONS 1-7 ARE STANDARD EXCEPTIONS)
- △ 8 RIGHTS OF TENANTS AND/OR LICENSEES, AS TENANTS AND/OR LICENSEES ONLY, UNDER UNRECORDED INSTRUMENTS, WITHOUT ANY OPTIONS TO PURCHASE OR RIGHTS OF FIRST REFUSAL.  
[CANNOT BE PLOTTED]
- △ 9 (ITEM INTENTIONALLY DELETED)
- △ 10 TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PLANNED BUILDING GROUP MAPS RECORDED AUGUST 25, 1978 IN BOOK D1 AT PAGE 54 AND MARCH 7, 1980 IN BOOK D2 AT PAGE 37.  
[AS SHOWN]
- △ 11 (ITEM INTENTIONALLY DELETED)
- △ 12 ALL OIL, GAS OR OTHER MINERALS IN, UNDER AND THAT MAY BE PRODUCED FROM THE LAND AS EXCEPTED IN WARRANTY DEED RECORDED APRIL 26, 1966 IN BOOK 1663 AT PAGE 67.  
[CANNOT BE PLOTTED]
- △ 13 (ITEM INTENTIONALLY DELETED)
- △ 14 (ITEM INTENTIONALLY DELETED)



VICINITY MAP  
SCALE: 1"=500'

## NOTES (CONT.):

- △ 15 TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED SEPTEMBER 26, 1978 IN BOOK 1755 AT PAGE 418.  
[BLANKET DOCUMENT, CANNOT BE PLOTTED]
- △ 16 EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 01, 1979, IN BOOK 1926 AT PAGE 397, AS SUCH IS DEPICTED ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED BY THE ENGINEERING GROUP, INC., DATED MARCH 27, 2006, PROJECT NO. S01121-06.  
[AS SHOWN, EASEMENT IS DESCRIBED BY SKETCH AND IS SHOWN HEREON AS APPROXIMATE ONLY]
- △ 17 EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENTS RECORDED NOVEMBER 16, 1979, IN BOOK 2054 AT PAGE 110, AS SUCH IS DEPICTED ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED BY THE ENGINEERING GROUP, INC., DATED MARCH 27, 2006, PROJECT NO. S01121-06.  
[AS SHOWN, EASEMENT IS DESCRIBED BY SKETCH AND IS SHOWN HEREON AS APPROXIMATE ONLY]
- △ 18 EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 04, 1980, IN BOOK 2166 AT PAGE 639.  
[BLANKET DOCUMENT, CANNOT BE PLOTTED]
- △ 19 (ITEM INTENTIONALLY DELETED)
- △ 20 (ITEM INTENTIONALLY DELETED)
- △ 21 (ITEM INTENTIONALLY DELETED)
- △ 22 (ITEM INTENTIONALLY DELETED)
- △ 23 TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SALE AND ASSIGNMENT OF AGREEMENT RECORDED OCTOBER 20, 1987 UNDER RECEPTION NO. 00197281 AND ASSIGNMENT THERETO RECORDED MARCH 24, 1988 UNDER RECEPTION NO. 00248872.  
[BLANKET DOCUMENT, CANNOT BE PLOTTED]
- △ 24 (ITEM INTENTIONALLY DELETED)
- △ 25 (ITEM INTENTIONALLY DELETED)
- △ 26 (ITEM INTENTIONALLY DELETED)
- △ 27 LEASE BETWEEN SHLP FINANCE, LLC, LESSOR, AND AUTOMATIC LAUNDRY COMPANY, LTD., LESSEE, AS SHOWN BY ABSTRACT OF LEASE RECORDED MARCH 24, 2005, UNDER RECEPTION NO. 2005049917.  
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.  
[BLANKET DOCUMENT, CANNOT BE PLOTTED]
- △ 28 TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SPECIAL WARRANTY DEED RECORDED APRIL 5, 2006 UNDER RECEPTION NO. 2006052700 AND AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED APRIL 05, 2006 UNDER RECEPTION NO. 2006052702.  
[CANNOT BE PLOTTED]
- △ 29 (ITEM INTENTIONALLY DELETED)
- △ 30 TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED APRIL 03, 2008 UNDER RECEPTION NO. 2008045440.  
[BLANKET DOCUMENT, CANNOT BE PLOTTED]
- △ 31 ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY DATED MARCH 27, 2006 PREPARED BY THE ENGINEERING GROUP, INC., JOB# S01121-06:  
A. RIGHTS OF CROSS ACCESS BETWEEN THE LAND AND THE LAND ADJACENT TO THE WEST, FOR WHICH THERE APPEARS TO BE NO EASEMENT OF RECORD.  
[CANNOT BE PLOTTED]

## SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY TO:  
CH WOODSTREAM VILLAS COMMUNITIES, LLC;  
SARE INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY;  
CBRE CAPITAL MARKETS, INC. AND FEDERAL HOME LOAN MORTGAGE CORPORATION, THEIR SUCCESSORS AND/OR ASSIGNS;  
FIRST AMERICAN TITLE INSURANCE COMPANY;  
AND LAND TITLE GUARANTEE COMPANY

THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(b) 7(a), 8, 9, 10(a), 11(a), 13, 16, 18, AND 20(a) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 11, 2012.

DATE OF PLAT OR MAP: 7-31-12

AARON MURPHY, PLS 38162  
FOR AND ON BEHALF OF  
HARRIS KOCHER SMITH



CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

CHECKED BY: AVMM  
DRAWN BY: AVMM  
JOB NUMBER: 120413

**HARRIS KOCHER SMITH**  
engineers • land surveyors  
1391 Speer Blvd., Suite 390  
Denver, Colorado 80204  
Phone (303) 623-6300  
Fax (303) 623-6311

WOODSTREAM VILLAGE

ALTA/ACSM LAND TITLE SURVEY  
COVER  
10050 & 10150 EAST HARVARD AVENUE  
DENVER, COLORADO

ISSUE DATE: 5-14-12	
DATE	REVISION COMMENTS
7-31-12	PER COMMENTS

SHEET NO.

1

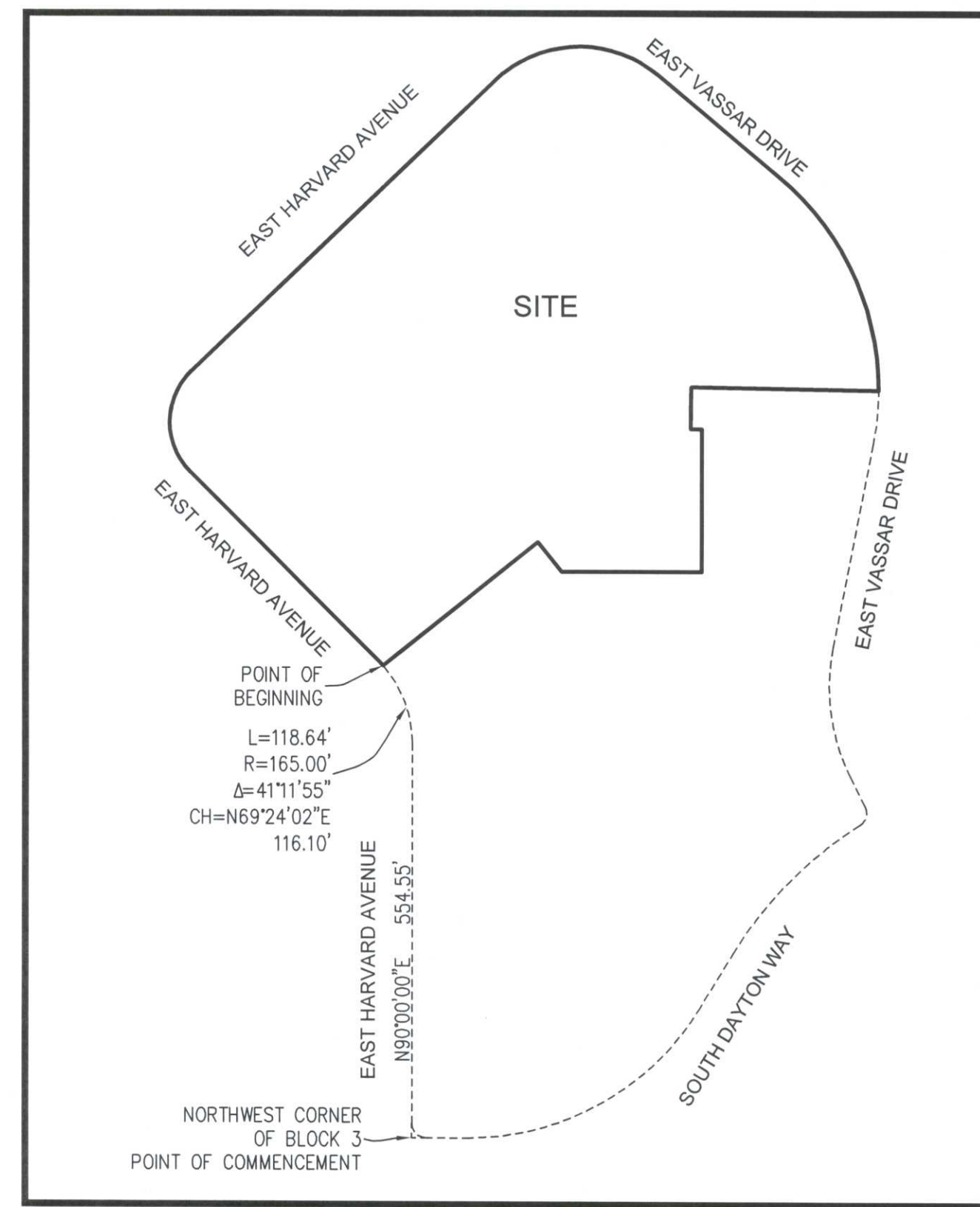
1 OF 2

# ALTA/ACSM LAND TITLE SURVEY

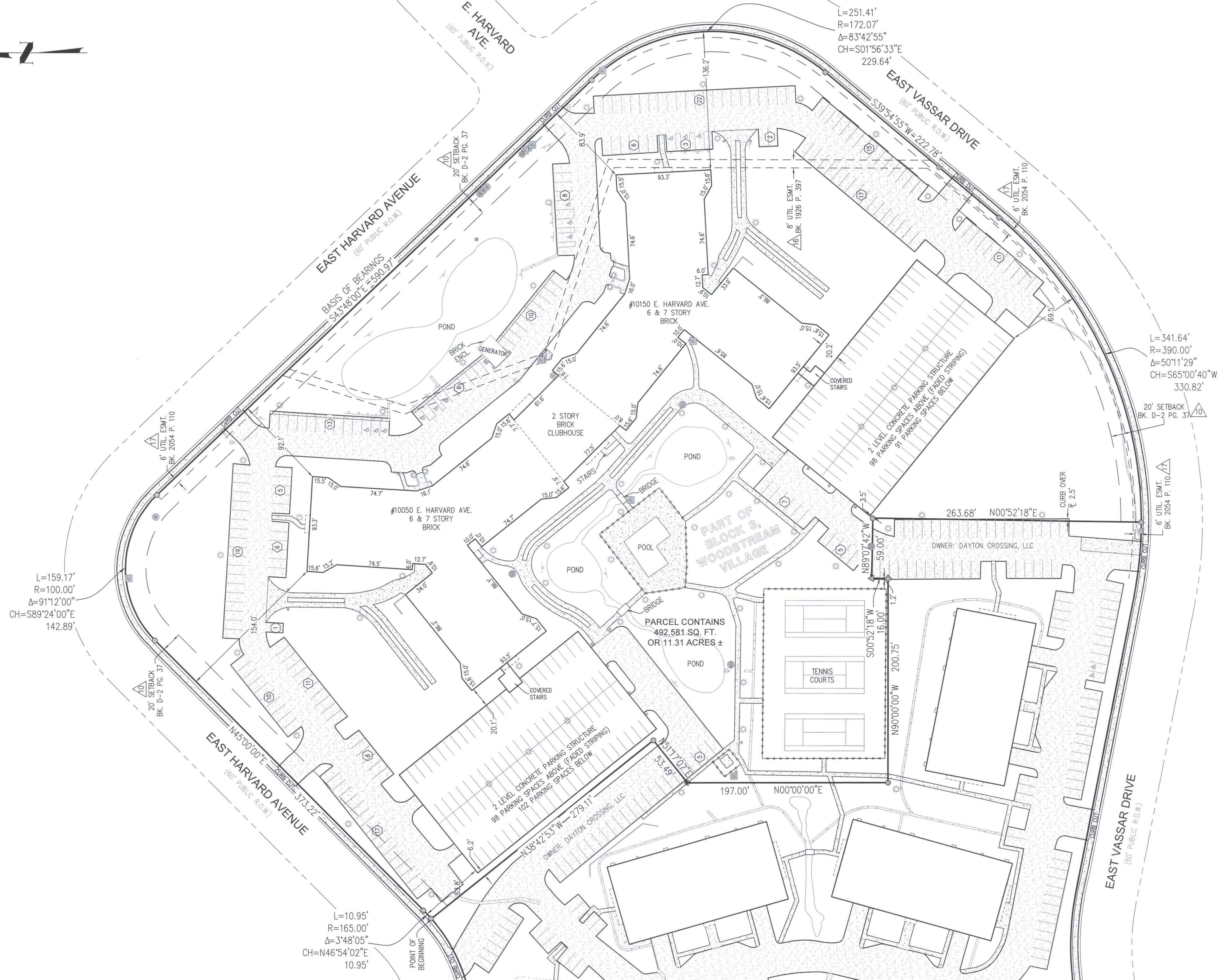
SITUATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

## LEGEND

- FOUND #5 REBAR WITH PLASTIC YELLOW CAP PLS 4769
- ◇ FOUND #5 REBAR
- △ FOUND PK NAIL IN ASPHALT
- \* FOUND CHISELED "X" IN CONCRETE
- ⊞ ELECTRIC TRANSFORMER
- ⊞ ELECTRIC PEDESTAL
- ⊞ ELECTRIC PULL BOX
- ⊞ ELECTRIC METER
- ⊞ TELECOM. PEDESTAL
- ⊞ TELECOM. MANHOLE
- ⊞ CATV PULL BOX
- ⊞ GAS METER
- ⊞ SEWER MANHOLE
- ⊞ FIRE HYDRANT
- ⊞ WATER MANHOLE
- ⊞ WATER VALVE
- ⊞ SIGN
- ⊞ LIGHT POLE
- ⊞ BOLLARD
- ⊞ HANDICAP PARKING
- ⊞ IRON FENCE
- ⊞ RETAINING WALL
- ▨ CONCRETE
- ▨ ASPHALT
- ⓧ NUMBER OF PARKING SPACES
- ⓧ NUMBER OF GARAGE SPACES
- ⓧ ITEM FROM SCHEDULE B-2 OF TITLE COMMITMENT



POINT OF COMMENCEMENT DETAIL  
NOT TO SCALE



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

**811** Know what's below. Call before you dig.

CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

SCALE: 1" = 50'

CHECKED BY: AVMM  
DRAWN BY: AVMM  
JOB NUMBER: 120413

**HARRIS KOCHER SMITH**  
engineers • land surveyors

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Denver, Colorado 80204  
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Fax (303) 623-6311

WOODSTREAM VILLAGE

ALTA/ACSM LAND TITLE SURVEY  
SITE  
10050 & 10150 EAST HARVARD AVENUE  
DENVER, COLORADO

ISSUE DATE: 5-14-12	
DATE	REVISION COMMENTS
7-31-12	PER COMMENTS

--

SHEET NO.  
**2**  
2 OF 2

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

# ALTA/ACSM LAND TITLE SURVEY

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

### LEGAL DESCRIPTION:

#### PARCEL A:

A TRACT OF LAND BEING A PORTION OF BLOCK 3, WOODSTREAM VILLAGE, A SUBDIVISION LOCATED IN A PART OF THE SOUTH 1/2 OF SECTION 27, AND A PART OF THE NORTH 1/2 OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 3, ALSO BEING THE INTERSECTION OF THE EAST LINE OF SOUTH DAYTON WAY AND THE SOUTH LINE OF HARVARD AVENUE;

THENCE ALONG SAID SOUTH LINE OF HARVARD AVENUE THE FOLLOWING FOUR COURSES:

1) NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 554.55 FEET TO THE BEGINNING OF A 165.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 11 MINUTES 55 SECONDS;

2) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.64 FEET (THE CHORD OF SAID ARC BEARING NORTH 69 DEGREES 24 MINUTES 02 SECONDS EAST 116.10 FEET);

THENCE SOUTH 38 DEGREES 42 MINUTES 53 SECONDS EAST A DISTANCE OF 279.11 FEET;

THENCE SOUTH 51 DEGREES 17 MINUTES 07 SECONDS WEST A DISTANCE OF 53.49 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 197.00 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 200.75 FEET;

THENCE NORTH 00 DEGREES 52 MINUTES 18 SECONDS EAST A DISTANCE OF 16.00 FEET;

THENCE SOUTH 89 DEGREES 07 MINUTES 42 SECONDS EAST A DISTANCE OF 59.00 FEET;

THENCE SOUTH 00 DEGREES 52 MINUTES 18 SECONDS WEST A DISTANCE OF 263.68 FEET TO A POINT ON A 390.00 FOOT RADIUS CURVE TO THE RIGHT, ALSO BEING A POINT ON THE NORTH LINE OF VASSAR DRIVE; THENCE CONTINUING ALONG SAID NORTH LINE OF VASSAR DRIVE THE FOLLOWING FOUR COURSES:

1) ALONG THE ARC (THE CHORD OF WHICH BEARS NORTH 84 DEGREES 24 MINUTES 18 SECONDS WEST 74.59 FEET) OF SAID 390.00 FOOT RADIUS CURVE HAVING A CENTRAL ANGLE OF 10 DEGREES 58 MINUTES 31 SECONDS A DISTANCE OF 74.71 FEET TO A POINT OF TANGENT;

2) THENCE NORTH 78 DEGREES 55 MINUTES 05 SECONDS WEST A DISTANCE OF 295.00 FEET TO THE BEGINNING OF A 280.00 FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37 DEGREES 30 MINUTES 00 SECONDS;

3) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 183.26 FEET TO A POINT OF TANGENT;

4) THENCE SOUTH 63 DEGREES 34 MINUTES 55 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 66.43 FEET TO THE INTERSECTION OF SAID NORTH LINE OF VASSAR DRIVE AND SAID EAST LINE OF SOUTH DAYTON WAY;

THENCE ALONG SAID EAST LINE OF SOUTH DAYTON WAY THE FOLLOWING FOUR COURSES:

1) ALONG THE ARC (THE CHORD OF WHICH BEARS NORTH 44 DEGREES 35 MINUTES 28 SECONDS WEST 272.41 FEET) OF A 560.00 FOOT RADIUS CURVE HAVING A CENTRAL ANGLE OF 28 DEGREES 09 MINUTES 14 SECONDS A DISTANCE OF 275.17 FEET TO A POINT OF TANGENT;

2) THENCE NORTH 58 DEGREES 40 MINUTES 05 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 90.00 FEET TO THE BEGINNING OF A 380.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 58 DEGREES 45 MINUTES 00 SECONDS;

3) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 389.64 FEET TO A POINT OF TANGENT;

4) THENCE NORTH 00 DEGREES 04 MINUTES 55 SECONDS EAST ALONG SAID TANGENT A DISTANCE OF 79.62 FEET TO THE POINT OF BEGINNING;

EXCEPT THE PORTION BETWEEN THE ARC OF A 20.00 FOOT RADIUS CURVE AND SAID EAST LINE OF SAID DAYTON WAY AT THE FOLLOWING TWO LOCATIONS:

1) THE INTERSECTION OF SAID EAST LINE AND SAID SOUTH LINE OF HARVARD AVENUE;

2) THE INTERSECTION OF SAID EAST LINE WITH SAID NORTH LINE OF VASSAR DRIVE,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

#### PARCEL B:

A NON-EXCLUSIVE RIGHT, PRIVILEGE AND EASEMENT TO USE THE "AMENITIES", TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PARKING, PEDESTRIAN, VEHICULAR AND OTHER RIGHTS OF INGRESS/EGRESS OVER THE "PARKING AREAS" AS SET FORTH IN THE AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED APRIL 5, 2006 UNDER RECEPTION NO. 2006052702, AS AMENDED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED SEPTEMBER 25, 2012 UNDER RECEPTION NO. 2012130948, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

### NOTES:

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. AB070331459-5 ISSUED BY LAND TITLE GUARANTEE COMPANY HAVING AN EFFECTIVE DATE OF AUGUST 22, 2012 AT 5:00 P.M.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- UTILITIES SHOWN HEREON ARE FROM VISIBLE FIELD INFORMATION ONLY. UTILITY LOCATES WERE NOT PROVIDED FOR THIS SURVEY. HARRIS KOCHER SMITH DOES NOT GUARANTEE THESE LOCATIONS OR THAT THE UTILITIES SHOWN HEREON COMPRISE ALL UTILITIES IN THIS AREA, EITHER IN SERVICE OR ABANDONED. FOR THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES, CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AND THE APPROPRIATE UTILITY COMPANY PRIOR TO CONSTRUCTION.
- BEARINGS ARE BASED ON THE NORTH LINE OF BLOCK 3, WOODSTREAM VILLAGE A PLAT RECORDED IN BOOK 27 AT PAGES 5-8 OF THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, AS MONUMENTED BY A #5 REBAR WITH YELLOW PLASTIC CAP PLS 4789 AT EACH END, ASSUMED TO BEAR NORTH 90°00'00" EAST.
- SUBJECT PROPERTY FALLS WITHIN ZONE X OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NOS. 0800460236G AND 0800460217G, DATED NOVEMBER 17, 2005. ZONE X IS DEFINED AS AREAS OUTSIDE THE 1-PERCENT ANNUAL CHANCE FLOODPLAIN.
- THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
- PER THE CITY AND COUNTY OF DENVER ZONING MAP DATED FEBRUARY 19, 2012, THE SURVEYED PROPERTY IS ZONED R-2-A.
- PER THE APARTMENTS AT WOODSTREAM VILLAGE AMENDED PLANNED BUILDING GROUP RECORDED IN PLANNED DEVELOPMENT BOOK 2 AT PAGES 37-39, A TOTAL OF 950 PARKING SPACES WERE REQUIRED. SAID P.B.G. WAS FOR THE ENTIRETY OF BLOCK 3 AND THE PARKING TOTAL INCLUDED PARKING ON THE ADJOINING PROPERTY TO THE EAST. A TOTAL OF 513 PARKING SPACES WERE OBSERVED ON THE SURVEYED PROPERTY, WITH 288 BEING GARAGE SPACES AND 225 BEING STRIPED SPACES. 18 SPACES OF THE TOTAL ARE DESIGNATED HANDICAP PARKING.
- PER THE APARTMENTS AT WOODSTREAM VILLAGE AMENDED PLANNED BUILDING GROUP RECORDED IN PLANNED DEVELOPMENT BOOK 2 AT PAGES 37-39, THE MAXIMUM BUILDING HEIGHT IS 38 FEET/3 STORIES-UNDERGROUND GARAGE, THE MAXIMUM FLOOR AREA RATIO IS 0.73:1, AND THE SETBACKS ARE 20' FROM PROPERTY LINES AND 38' BUILDING SEPARATION.
- NO PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES WERE OBSERVED ON THE SURVEYED PROPERTY.
- THERE WAS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE SURVEYED PROPERTY.
- THERE WAS NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- PARKING AREA ALONG THE COMMON LINE WITH THE ADJOINING PROPERTY TO THE EAST DOES NOT COINCIDE WITH PROPERTY LINES, AS SHOWN HEREON.
- THE SURVEYED PROPERTY IS SUBJECT TO THE TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, OBLIGATIONS AND RESERVATIONS CONTAINED IN THE FOLLOWING RECORDED DOCUMENTS IN THE TITLE COMMITMENT AS REFERENCED IN NOTE 1.

X INDICATES THE EXCEPTION NUMBER WITHIN THE SCHEDULE B-2 OF THE TITLE COMMITMENT REFERENCED IN NOTE 1. (EXCEPTIONS 1-7 ARE STANDARD EXCEPTIONS)

8 RIGHTS OF TENANTS AND/OR LICENSEES, AS TENANTS AND/OR LICENSEES ONLY, UNDER UNRECORDED INSTRUMENTS, WITHOUT ANY OPTIONS TO PURCHASE OR RIGHTS OF FIRST REFUSAL (AFFECTS ALL PARCELS) [CANNOT BE PLOTTED]

9 (ITEM INTENTIONALLY DELETED)



VICINITY MAP

SCALE: 1"=500'

### NOTES (CONT.):

- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH ON PLANNED BUILDING GROUP MAPS RECORDED AUGUST 25, 1978 IN BOOK D1 AT PAGE 54 AND MARCH 7, 1980 IN BOOK D2 AT PAGE 37. (AFFECTS ALL PARCELS) [AS SHOWN]
- (ITEM INTENTIONALLY DELETED)
- ALL OIL, GAS OR OTHER MINERALS IN, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, AS EXCEPTED IN WARRANTY DEED RECORDED APRIL 26, 1966 IN BOOK 1663 AT PAGE 67. (AFFECTS ALL PARCELS) [CANNOT BE PLOTTED]
- (ITEM INTENTIONALLY DELETED)
- (ITEM INTENTIONALLY DELETED)
- EASEMENTS FOR EMERGENCY ACCESS AND INGRESS/EGRESS, AND RELATED COVENANTS, IN FAVOR OF THE CITY AND COUNTY OF DENVER, AS SET FORTH IN AGREEMENT RECORDED SEPTEMBER 26, 1978 IN BOOK 1755 AT PAGE 418. (AFFECTS ALL PARCELS) [BLANKET DOCUMENT, CANNOT BE PLOTTED]
- EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 01, 1979, IN BOOK 1926 AT PAGE 397, AS SUCH IS DEPICTED ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED BY HARRIS KOCHER SMITH ON MAY 14, 2012 AND LAST REVISED SEPTEMBER 4, 2012. (AFFECTS ALL PARCELS) [AS SHOWN, EASEMENTS ARE DESCRIBED BY SKETCH AND ARE SHOWN HEREON AS APPROXIMATE ONLY]
- EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENTS RECORDED NOVEMBER 16, 1979, IN BOOK 2054 AT PAGES 108, 109 AND 110, AS SUCH IS DEPICTED ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED BY HARRIS KOCHER SMITH ON MAY 14, 2012 AND LAST REVISED SEPTEMBER 4, 2012. (AFFECTS ALL PARCELS) [AS SHOWN]
- EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 04, 1980, IN BOOK 2166 AT PAGE 639. (AFFECTS ALL PARCELS) [BLANKET DOCUMENT, CANNOT BE PLOTTED]
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT IN FAVOR OF THE CITY AND COUNTY OF DENVER RECORDED JULY 21, 1980 IN BOOK 2193 AT PAGE 683, AS SUCH EASEMENTS ARE DEPICTED ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED BY HARRIS KOCHER SMITH ON MAY 14, 2012 AND LAST REVISED SEPTEMBER 4, 2012. (AFFECTS PARCEL A) [AS SHOWN]
- EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 01, 1981, IN BOOK 2403 AT PAGE 144, AS SUCH IS DEPICTED ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED BY HARRIS KOCHER SMITH ON MAY 14, 2012 AND LAST REVISED SEPTEMBER 4, 2012. (AFFECTS PARCEL A) [AS SHOWN, EASEMENT IS DESCRIBED BY SKETCH AND IS SHOWN HEREON AS APPROXIMATE ONLY]
- (ITEM INTENTIONALLY DELETED)

### NOTES (CONT.):

- EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR GAS SYSTEM UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 07, 1982, IN BOOK 2512 AT PAGE 84, AS SUCH IS DEPICTED ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED BY HARRIS KOCHER SMITH ON MAY 14, 2012 AND LAST REVISED SEPTEMBER 4, 2012. (AFFECTS PARCEL A) [AS SHOWN, EASEMENTS ARE DESCRIBED BY SKETCH AND ARE SHOWN HEREON AS APPROXIMATE ONLY]
- (ITEM INTENTIONALLY DELETED)
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- (ITEM INTENTIONALLY DELETED)
- (ITEM INTENTIONALLY DELETED)
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED APRIL 05, 2006 UNDER RECEPTION NO. 2006052702, AS AMENDED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED SEPTEMBER 25, 2012 UNDER RECEPTION NO. 2012130948. (AFFECTS ALL PARCELS) [CANNOT BE PLOTTED; CLUBHOUSE, POOL AND TENNIS COURTS OF ADJOINER SHOWN HEREON]
- (ITEM INTENTIONALLY DELETED)
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED APRIL 03, 2008 UNDER RECEPTION NO. 2008045445. (AFFECTS PARCEL A) [BLANKET DOCUMENTS, CANNOT BE PLOTTED]
- ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY DATED MAY 14, 2012 AND LAST REVISED SEPTEMBER 4, 2012, PREPARED BY HARRIS KOCHER SMITH: A. RIGHTS OF CROSS ACCESS BETWEEN THE LAND AND THE LAND ADJACENT TO THE EAST, FOR WHICH THERE APPEARS TO BE NO EASEMENT OF RECORD. [CANNOT BE PLOTTED]
- TERMS, CONDITIONS AND PROVISIONS OF AN UNRECORDED MONTH TO MONTH LEASE OF LAUNDRY FACILITIES TO MAC-GRAY SERVICES, INC., AS SUCCESSOR TO AUTOMATIC LAUNDRY COMPANY. [DOCUMENT NOT PROVIDED]

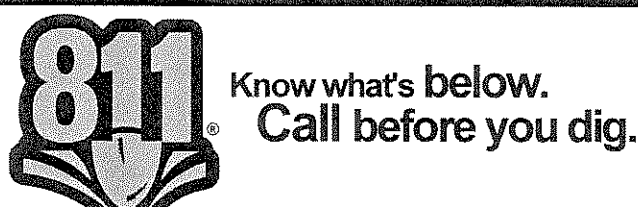
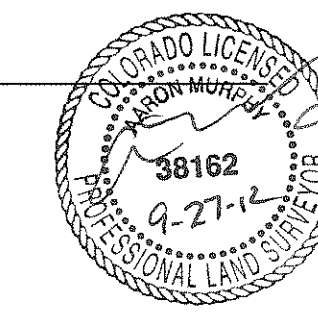
### SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY TO:  
SARE INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY;  
CH DAYTON CROSSING COMMUNITIES, LLC;  
CBRE CAPITAL MARKETS, INC. AND FEDERAL HOME LOAN MORTGAGE CORPORATION, THEIR SUCCESSORS AND/OR ASSIGNS;  
FIRST AMERICAN TITLE INSURANCE COMPANY;  
AND LAND TITLE GUARANTEE COMPANY

THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(b) 7(a), 8, 9, 10(a), 11(a), 13, 16, 18, AND 20(a) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 11, 2012.

DATE OF PLAT OR MAP: 9-27-12

AARON MURPHY, PLS 38162  
FOR AND ON BEHALF OF  
HARRIS KOCHER SMITH



CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

CHECKED BY: AWAM  
DRAWN BY: AWAM  
JOB NUMBER: 120413

**HARRIS KOCHER SMITH**  
engineers • land surveyors

1391 Speer Blvd., Suite 390  
Denver, Colorado 80204  
Phone (303) 623-6300  
Fax (303) 623-6311

DAYTON CROSSING

ALTA/ACSM LAND TITLE SURVEY  
COVER  
2570 SOUTH DAYTON WAY  
DENVER, COLORADO

ISSUE DATE: 5-14-12	
DATE	REVISION COMMENTS
7-31-12	PER COMMENTS
9-4-12	PER REV. TITLE COMMITMENT
9-27-12	PER COMMENTS

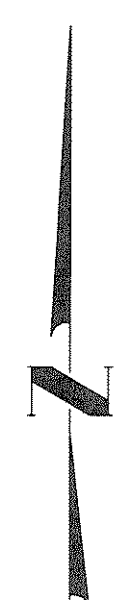
SHEET NO.

1

1 OF 2

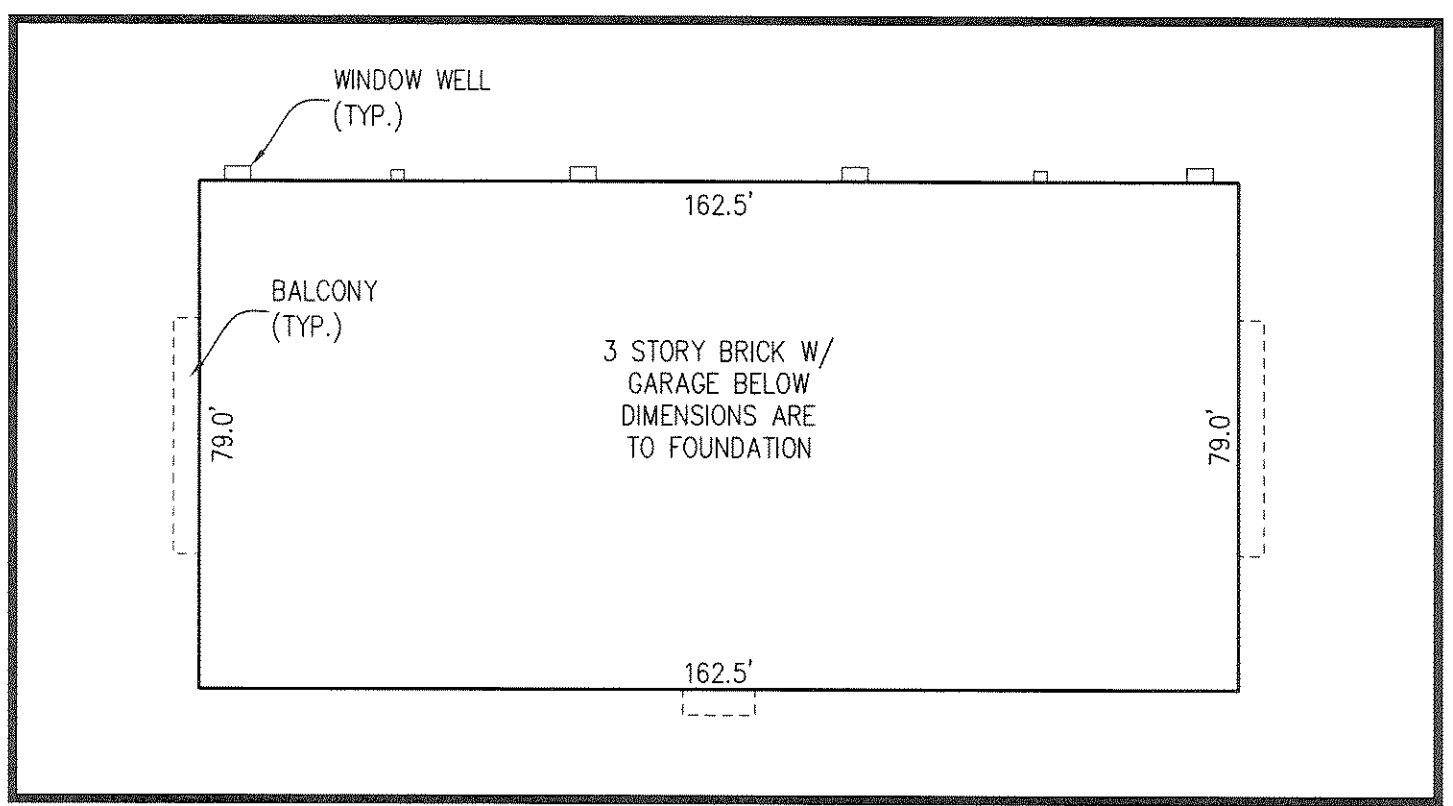
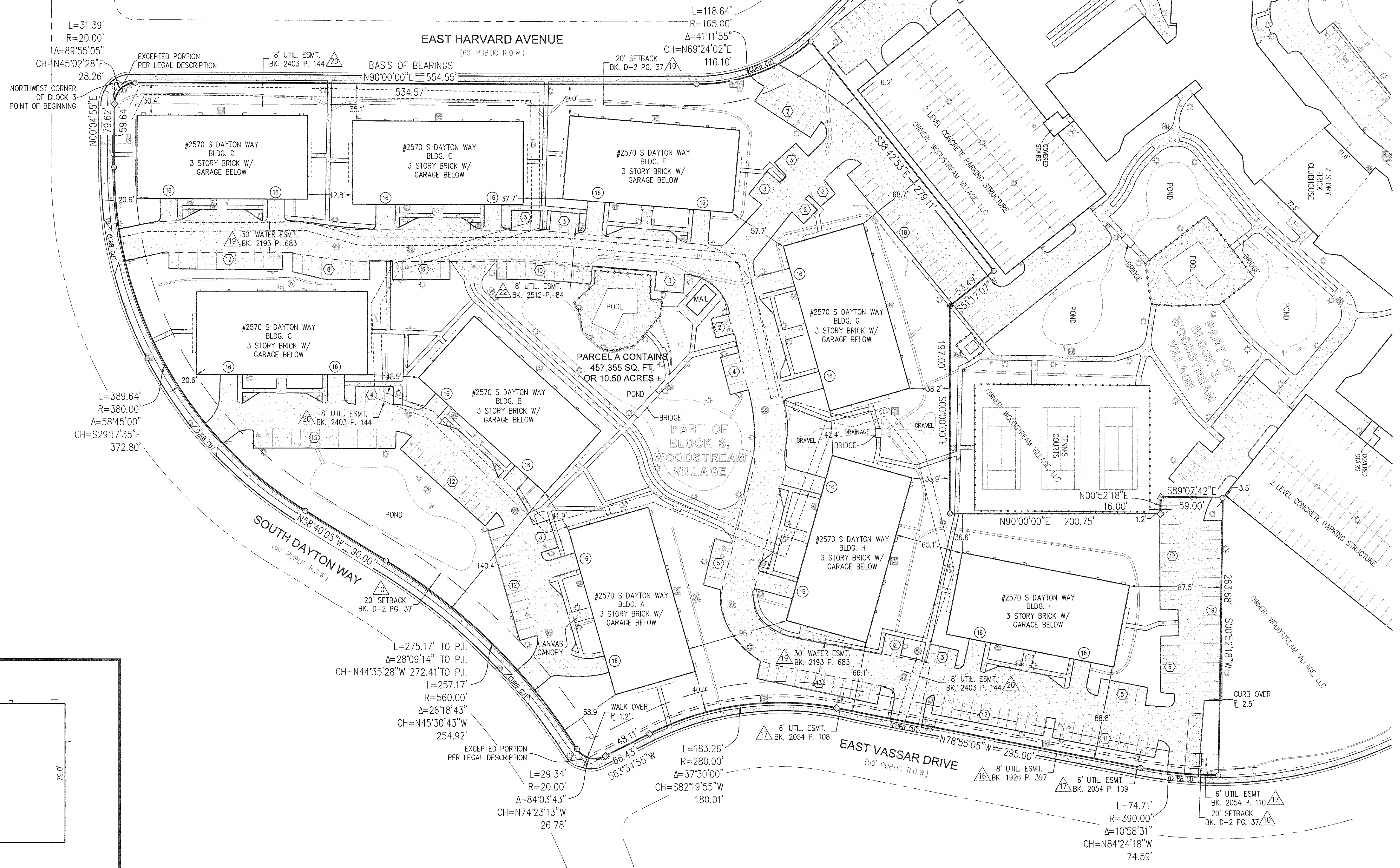
# ALTA/ACSM LAND TITLE SURVEY

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.



### LEGEND

- FOUND #5 REBAR WITH PLASTIC YELLOW CAP PLS 4769
- ◇ FOUND #5 REBAR
- ◇ FOUND PK NAIL IN ASPHALT
- ✱ FOUND CHISELED "X" IN CONCRETE
- ⊕ ELECTRIC TRANSFORMER
- ⊕ ELECTRIC PEDESTAL
- ⊕ ELECTRIC METER
- ⊕ TELECOM. PEDESTAL
- ⊕ CATV PULL BOX
- ⊕ GAS METER
- ⊕ SEWER MANHOLE
- ⊕ FIRE HYDRANT
- ⊕ WATER MANHOLE
- ⊕ WATER VALVE
- ⊕ AIR VENT
- ⊕ SIGN
- ⊕ LIGHT POLE
- ⊕ FLOOD LIGHT
- ⊕ BOLLARD
- ⊕ HANDICAP PARKING
- IRON FENCE
- RETAINING WALL
- CONCRETE
- ASPHALT
- ⊕ NUMBER OF PARKING SPACES
- ⊕ NUMBER OF GARAGE SPACES
- ⊕ ITEM FROM SCHEDULE B-2 OF TITLE COMMITMENT



**811** Know what's below.  
Call before you dig.

CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

50 0 50 100  
SCALE: 1"=50'

CHECKED BY: AWM  
DRAWN BY: AWM  
JOB NUMBER: 120413

**HARRIS KOCHER SMITH**  
engineers • land surveyors

1391 Speer Blvd., Suite 390  
Denver, Colorado 80204  
Phone (303) 623-6300  
Fax (303) 623-6311

DAYTON CROSSING

ALTA/ACSM LAND TITLE SURVEY  
SITE  
2570 SOUTH DAYTON WAY  
DENVER, COLORADO

ISSUE DATE: 5-14-12	
DATE	REVISION COMMENTS
7-31-12	PER COMMENTS
9-4-12	PER REV. TITLE COMMITMENT
9-27-12	PER COMMENTS

SHEET NO.  
**2**  
2 OF 2

FILED: P. 120413-00-2013 SURVEY SOUTH ALTA/ACSM LAND TITLE SURVEY BY: ARON MURPHY



## **Review Criteria: Consistency with Adopted Plans**

### **• Denver Comprehensive Plan 2000**

The proposed Zone Map Amendment is consistent with many Denver Comprehensive Plan strategies, including:

- Environmental Sustainability Strategy 2-F – *Conserve land by: promoting infill Development within Denver at sites where services and infrastructure are already in place.*
- Land Use Strategy 1-H – *Encourage development of housing that meets the increasingly diverse needs of Denver’s present and future residents in the Citywide Land Use and Transportation plan.*
- Land Use Strategy 3-B - *Encourage quality Infill Development that is consistent with the character of the surrounding neighborhood; that offers opportunities for increased density and more amenities; and that broadens the variety of compatible uses.*
- Land Use Strategy 4-A – *Encourage mixed-use, transit-oriented development that makes effective use of existing transportation infrastructure, supports transit stations, increases transit patronage, reduces impact on the environment, and encourages vibrant neighborhoods.*
- Housing Strategy 6-E – *Identify and capitalize on opportunities to develop housing along transit lines.*
- Economic Activity Strategy 1-H - *Support a variety of housing opportunities for Denver’s current and future workforce.*
- Neighborhoods Strategy 1-A - *Accommodate appropriate infill and development.*
- Neighborhoods Strategy 1-F - *Invest in neighborhoods to help meet citywide goals and objectives for a range of housing types and prices.*
- General - *Manage growth and change through effective land use policies to sustain Denver’s high quality of life.*
- General - *Anticipate and meet the expanding mobility needs of residents.*
- General - *Expand housing options for Denver’s changing population.*
- General - *Compact Urban Development: Achieve a higher concentration and more diverse mix of housing options in identified areas of the city.*
- General - *Support addition of housing in expansion and infill development.*
- General - *Preferred Housing Development: Encourage housing development along transit lines.*

### **• Blueprint Denver 2002**

The proposed Zone Map Amendment is consistent with many Blueprint Denver 2002 objectives, including:

- *Neighborhood reinvestment and character preservation creates stability in residential areas.*
- *Appropriately located and attractive density stimulates positive change and development in areas with strong links to transit.*



- *Future Development will be directed to areas where land use is closely linked to transportation.*
- *Reinvest in deteriorating infrastructure (i.e. on-site parking garages).*
- *Land Use Concept: Single Family/Duplex Residential includes a mixture of housing types, including single family homes, duplexes, townhouses and apartment buildings.*
- *Future Street Classification: S. Havana St. as Commercial Arterial.*
- *Future Street Classification: S. Dayton Way, E. Yale Ave. and E. Iliff Ave as Residential Collectors.*
- *Enhanced Transit Corridors (ETC): S. Parker Road & S. Havana St.*
- *ETC Quarter Mile Buffer includes 10050 & 10150 E. Harvard Ave. properties.*

• **Denver Transit Oriented Development Strategic Plan 2014**

The Proposed Zone Map Amendment is consistent with many Denver Transit Oriented Development Strategic Plan goals, including:

- *Connect: First/Last Mile - walk, bike, bus to the station*
- *Connect: Access to All – connect to new and existing neighborhoods*
- *Place: Vibrant – bring together people and activities*
- *Mix: Choice – housing, jobs, shopping, transit options*

**Review Criteria: Uniformity of District Regulations**

• **Current Zone District: R-2-A (Multi-Unit Dwellings, Medium Density)**

General Requirement:

- 2,000 square feet of land required for each dwelling unit unless site plan is submitted under the Planned Building Group (PBG) provisions, in which case 1,500 square feet of land is required for each unit. Home occupations are allowed by permit. Density = 21.8 dwelling units/acre (29 units/acre under PBG, depending on the open space requirements).

Existing Context: Land Use

- Multi-Unit Residential
- Adjacent to other Multi-Unit Residential and Office

Existing Context: Zone Lot / PBG

- 1 Zone Lot/PBG with two Assessor's Parcels: 10050 + 10150 E. Harvard Avenue & 2570 S. Dayton Way, Denver CO (both Parcels owned by ColRich Communities, San Diego, CA)

Existing Context: Highlights of Existing PBG/Zone Lot

- The PBG currently restricts the maximum building height to 68 feet and the maximum number of dwelling units to 633. The Woodstream Village Apartments parcel currently includes two 7-story apartment building and two 2-story parking garages.
- The number of required parking spaces for the PBG is 950 with 1148 provided.



- **Proposed Zone District for Woodstream Village: S-MU-8 (Suburban, Multi Unit, 8 stories Maximum)**

Specific Intent: Multi Unit 8 (S-MU-8)

- S-MU-8 is a multi-unit district and allows suburban house, duplex, town house, garden court, and apartment building forms up to 8 stories in height.

- **Proposed Zone District for Dayton Crossing: S-MU-5 (Suburban, Multi Unit, 5 stories Maximum)**

Specific Intent: Multi Unit 5 (S-MU-5)

- S-MU-5 is a multi-unit district and allows suburban house, duplex, town house, garden court, and apartment building forms up to 5 stories in height.

### **Review Criteria: Justifying Circumstances**

- Reinvestment and beneficial infill redevelopment is occurring in the neighborhood of the Woodstream Village and Dayton Crossing Apartment properties - along the East Illif Avenue, South Parker Road and South Havana Street corridors. A photo survey of the existing Woodstream Village and Dayton Crossing Apartment properties, as well as examples of recent neighborhood development, are included at the end of this Application Attachment.
- Demand exists in the area for work force housing, including the Woodstream Village & Dayton Crossing Apartment complexes.
- Blueprint Denver identifies South Parker Road and South Havana Street as Enhanced Transit Corridors (ETC), and the Woodstream Village Apartments site is within the ETC Quarter Mile Buffer.
- The existing PBG is obsolescent in that it prohibits any redevelopment of the site which adds additional housing units, based on an imposed maximum of 633 units for the Zone lot, and also based on required land area and permitted density requirements in the Former Chapter 59 R-2-A zoning.
- Since the existing R-2-A zone lots surrounding the Woodstream Village/Dayton Crossing zone lot are Protected Districts, building heights within a 175 feet setback from the Woodstream Village/Dayton Crossing boundary line will be limited to 75 feet, which is only 7 feet higher than the 68' height limit imposed by the current PBG.
- The 8 story height limit for the proposed S-MU-8 Zone District for Woodstream Village is compatible with the existing 7 story Apartment building forms within that parcel.
- The 5-story height limit for the proposed S-MU-5 Zone District for Dayton Crossing is compatible with the existing 3 story Apartment building forms within that parcel.



**Review Criteria: Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements**

- The properties adjacent to the existing Dayton Crossing and Woodstream Village parcels are a mix of multi-unit apartment buildings, office buildings, and structured parking. The existing PBG restricts the maximum building height to 68 feet. The intent of the Denver Residential zone districts is to promote and protect residential neighborhoods within the character of the Suburban Neighborhood Context.
- The proposed map amendment is consistent with the Suburban Neighborhood Context. Multi-unit building forms allowed in the proposed S-MU-8 zone district include mid to high rise Apartment building forms. Multi-unit building forms allowed in the S-MU-5 zone district include low to mid rise Apartment building forms.

*End of Application Text*

