



**TO:** Denver City Council  
**FROM:** Chris Gleissner, Senior City Planner  
**DATE:** October 25, 2012  
**RE:** Zoning Map Amendment Application #2012I-00016  
61-81 S Garfield  
Rezoning from PUD to G-RH-3

### Staff Report and Recommendation

Based on the review criteria for rezonings in the Denver Zoning Code, Staff recommends approval for application #2012I-00016 for a rezoning from **PUD to G-RH-3**.

#### I. Scope of Rezoning

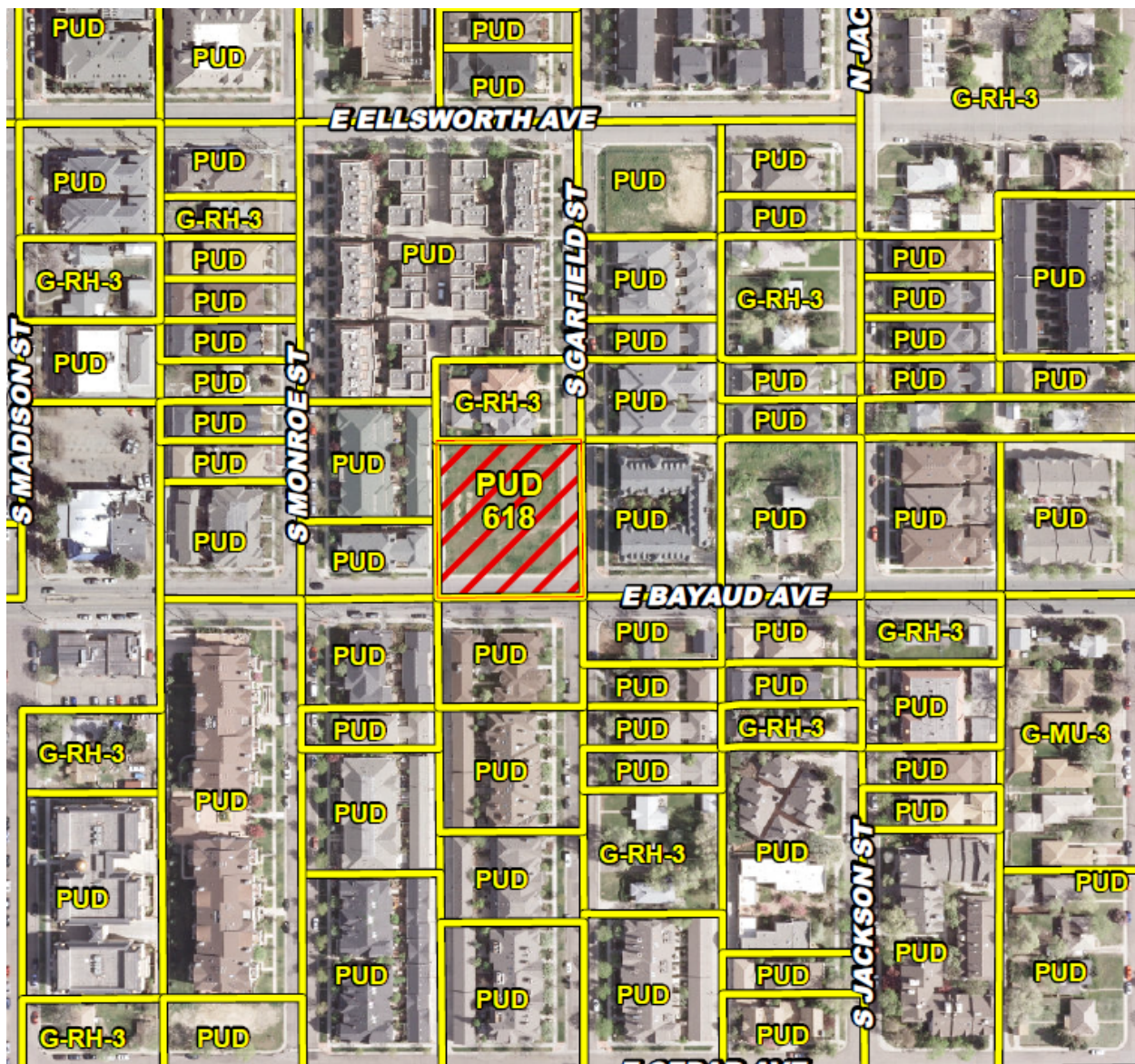
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Application:	<b>#2012I-00016</b>
Address:	<b>61-81 S Garfield</b>
Neighborhood/Council District:	Council District #10
RNOs:	Cherry Creek East Association, Cherry Creek Steering Committee, Harman Neighborhood Association, Inc., Inter-Neighborhood Cooperation
Area of Property:	0.2 Acres / 18,704 Sq. Ft.
Current Zoning:	PUD #618
Proposed Zoning:	<b>G-RH-3</b>
Applicant/Owner:	61 S Garfield Street, LLC
Contact Person:	Paul Mason – MDI Custom Homes

#### II. Summary of Proposal

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This map amendment is proposed to allow the construction of three duplex units not currently allowed in the existing PUD.



### III. Justifying Circumstances

The application is measured against Denver Zoning Code Section 12.4.10.14.A.4, which provides a justification statement which says the land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area or to recognize the changed character of the area. The change or changing condition is associated with recommendations from adopted plans: Comprehensive Plan 2000, Blueprint Denver and the Cherry Creek Area Plan (2012).

#### **IV. Existing Context**

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	Existing Zoning	Existing Land Use	Blueprint Denver
Site	PUD #618	Vacant	Single Family/Duplex – Area of Change
North	G-RH-3	Residential	Single Family/Duplex – Area of Change
South	PUD	Residential	Single Family/Duplex – Area of Change
West	PUD	Residential	Single Family/Duplex – Area of Change
East	PUD	Residential	Single Family/Duplex – Area of Change

#### **V. Summary of Agency Referral Responses**

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This rezoning has been reviewed for concurrence with the Denver Zoning Code and other applicable City Codes as utilized by the referral agencies listed below.

Development Services - Survey: Approved  
Development Services – Transportation: Approved  
Denver Fire: Approved  
Denver Parks & Rec: Approved  
Asset Management: Approved

#### **VI. Public Comment**

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Community Planning and Development has received a letter of support from the Cherry Creek East Association (attached).

#### **VII. Criteria for Review / Staff Evaluation**

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Pursuant to the Denver Zoning Code, Section 12.4.10.13, there are three criteria for review of all map amendments and two additional review criteria applied to non-legislative map amendments. The first three include:

1. Consistency with Adopted Plans
2. Uniformity of District Regulations and Restrictions
3. Public Health, Safety and General Welfare

These are explained in the following sections. The remaining two criteria include *(Justifying Circumstances)* (explained in Section III above) and *Consistency with Neighborhood Context*

*Description, Zone District Purpose and Intent Statements (elements of the Denver Zoning Code).*

- **Neighborhood Context:** The requested zone district is within the General Urban Neighborhood Context, which consists of multi-unit, two-unit and sing-unit residential uses with embedded commercial areas. Residential uses are typically located along local and residential arterial streets.
- **Zone District Purpose:** The row house zone districts are intended to allow residential uses in the urban house, duplex, tandem house and row house building forms.

#### **VIII. Consistency with Adopted Plans / Staff Evaluation**

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The proposal is consistent with adopted plans. Applicable plans for this site include:

- Denver Comprehensive Plan 2000
- Blueprint Denver
- Cherry Creek Area Plan (2012)

##### **A. Consistency with the Denver Comprehensive Plan 2000**

Comprehensive Plan 2000 recognizes continued residential development pressures and opportunities. CPD believes the requested PUD zone district is consistent with Comprehensive Plan 2000 because it will promote our dense residential neighborhoods.

Applicable statements from the plan are listed below.

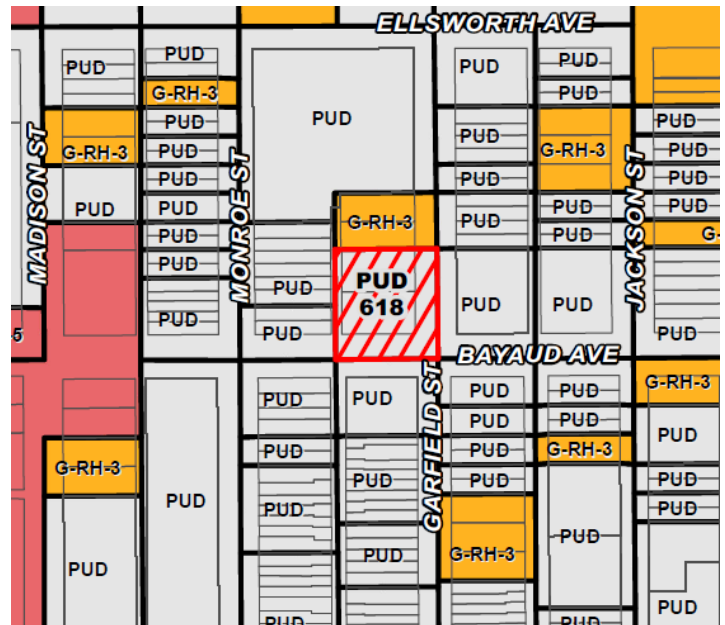
##### Land Use Strategies Summary:

- 1-C: Incorporate relevant recommendations from neighborhood, corridor and area plans.
- 1-H: Encourage development of housing that meets the increasingly diverse needs of Denver's present and future residents.
- 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.
- 4-B: Ensure that land-use policies and decisions support a variety of mobility choices.



## **B. Consistency with Blueprint Denver**

This site is identified in Blueprint Denver as Single Family/Duplex Residential within an Area of Change (recommended as an Area of Stability within the 2012 Cherry Creek Area Plan). The Single Family/Duplex Residential area is envisioned as a moderately dense area that is primarily residential. The mixture of housing types includes single-family houses, duplexes, townhouses and small apartment buildings. Blueprint Denver recognizes Cherry Creek as a neighborhood built of duplexes and townhouses. This rezoning application is consistent with the adopted land use recommendations contained within Blueprint Denver.



## **C. Consistency with the 2012 Cherry Creek Area Plan**

The proposed rezoning is consistent with the neighborhood plan. The plan recommends:

- Reinforce the residential character (p.72)
  - Maintain and enhance the existing character and walkable environment of Cherry Creek East.
  - Continue supporting a variety of housing types including low and mid-rise multifamily, row houses, duplex, single family and accessory dwelling units.
- Respect the existing scale (p.72)
  - Enhance the existing pattern of development intensity with low scale buildings in the residential areas.
- Rezone PUDs (p.72)
  - As opportunities arise with new development or property owner interest, property owners and neighborhood representatives with work together with the City to determine an appropriate Denver Zoning Code district that serves to implement the plan.

## **IX. Uniformity of District Regulations and Restrictions**

The proposed rezoning to G-RH-3 will result in the uniform application of zone district, building form, use and design regulations to all buildings within the subject area.

**X. Public Health, Safety and General Welfare**

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The proposed rezoning will bring the property into further compliance with Denver's Comprehensive Plan, Blueprint Denver, and the Cherry Creek Area Plan, allowing for redevelopment.

**XI. Planning Board Recommendation**

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Planning Board reviewed rezoning application #2012I-00016 at their regularly scheduled meeting on September 5, 2012. Planning Board recommended approval of this item on consent.

**XII. Staff Recommendation**

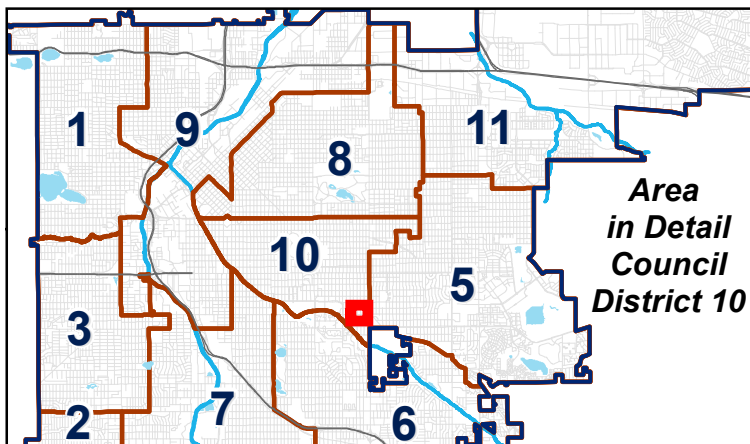
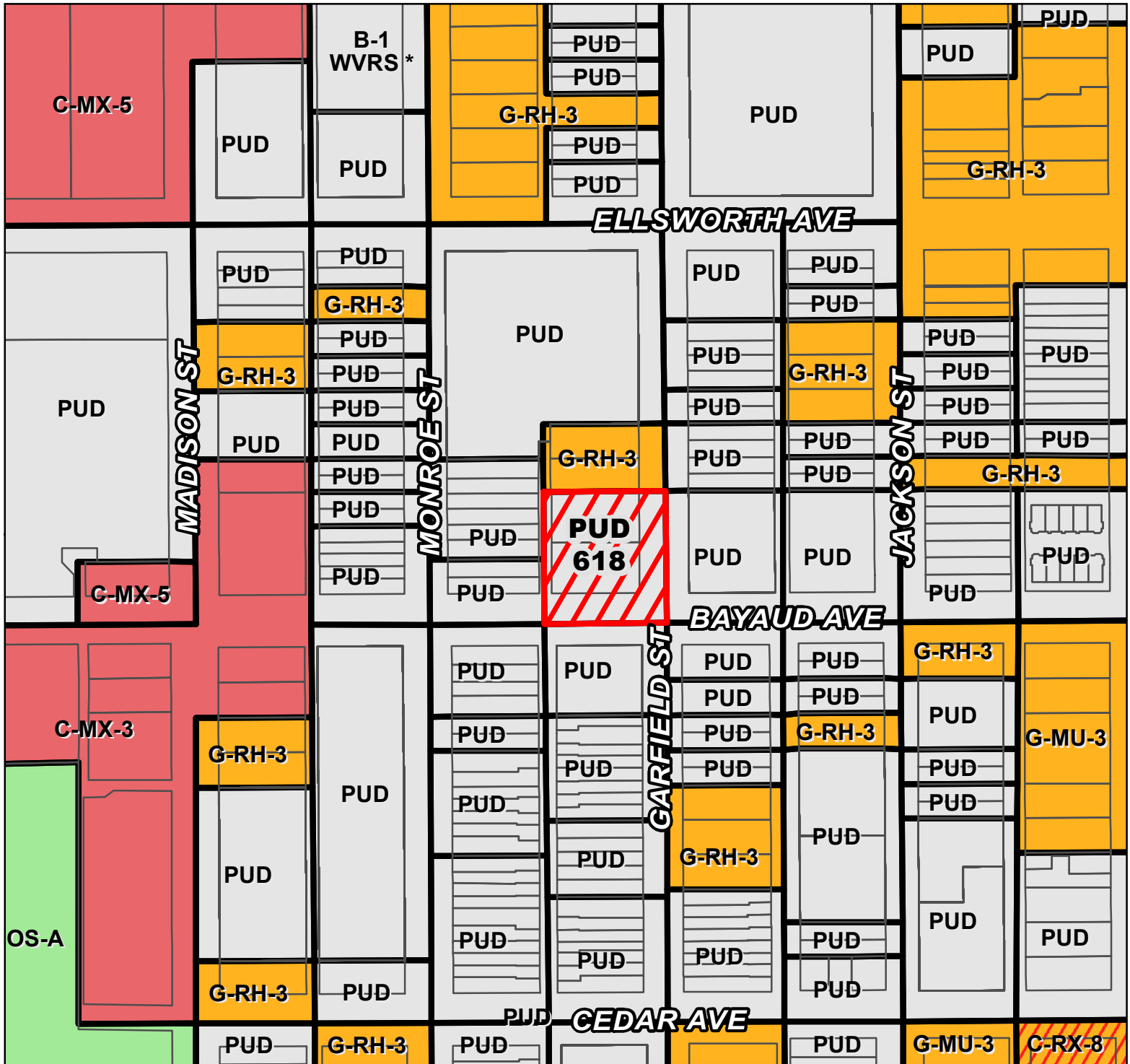
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Based on the criteria for review as defined above, CPD Staff recommends **approval** for rezoning the property located at 61-81 S Garfield Street (Application #2012I-00016) to G-RH-3, as defined on the attached application map.

**Attachments:**

1. **Official Zone Map Amendment Application**
2. **Map Series - Aerial, Zoning, Blueprint Map**
3. **RNO and Public Comment**

# Pending Zone Map Amendment #2012I-00016



Application #2012I-00016  
Location: 61 & 81 S. Garfield St.



Proposed Rezoning  
From: PUD #618  
To: G-RH-3



0 100 200 400  
Feet

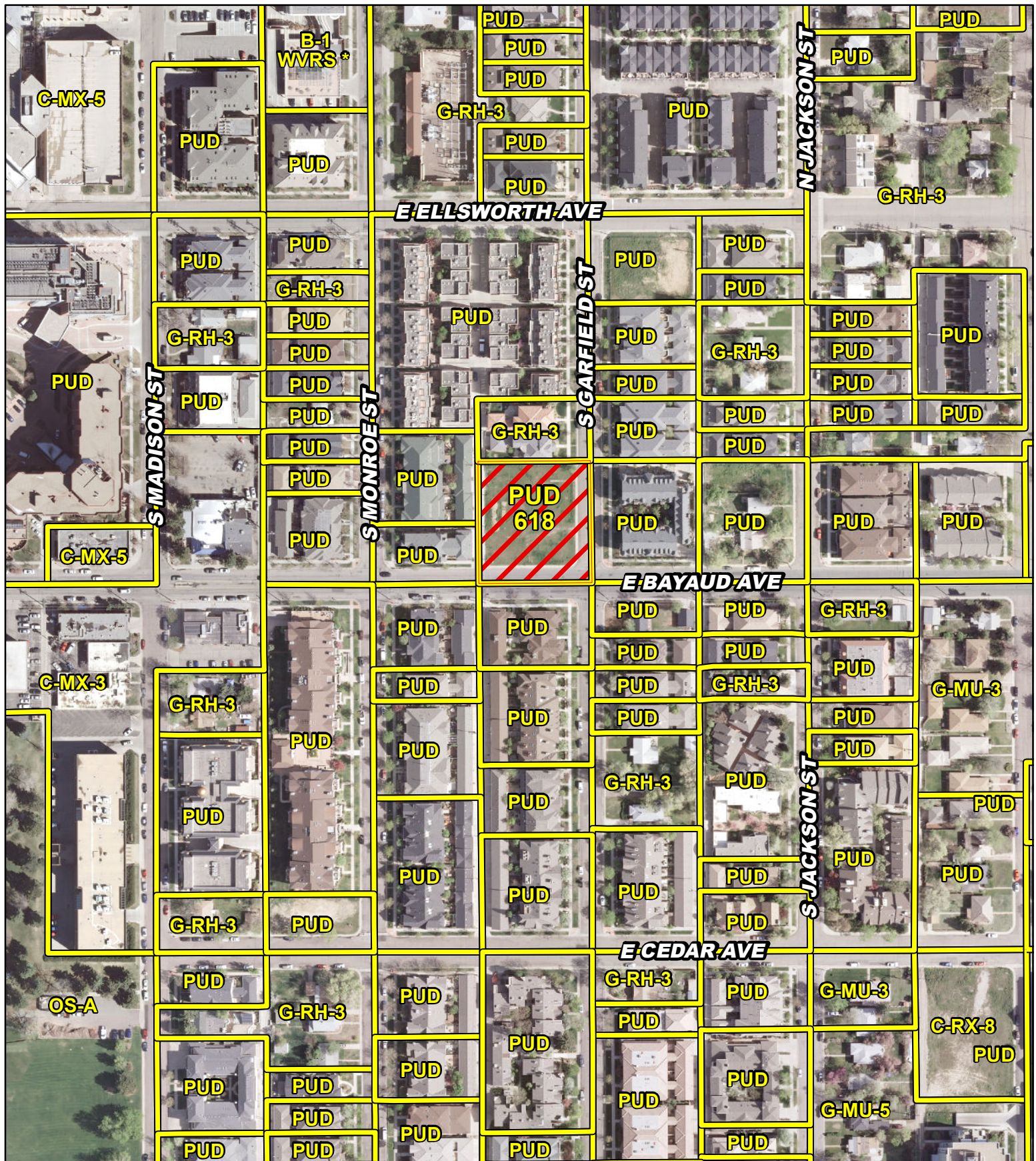
Map Date: 6/4/12



# Pending Zone Map Amendment - Aerial & Zoning Overlay



Application #2012I-00016



Aerial Photo: April 2010  
Community Planning and Development

0 100 200 400 Feet

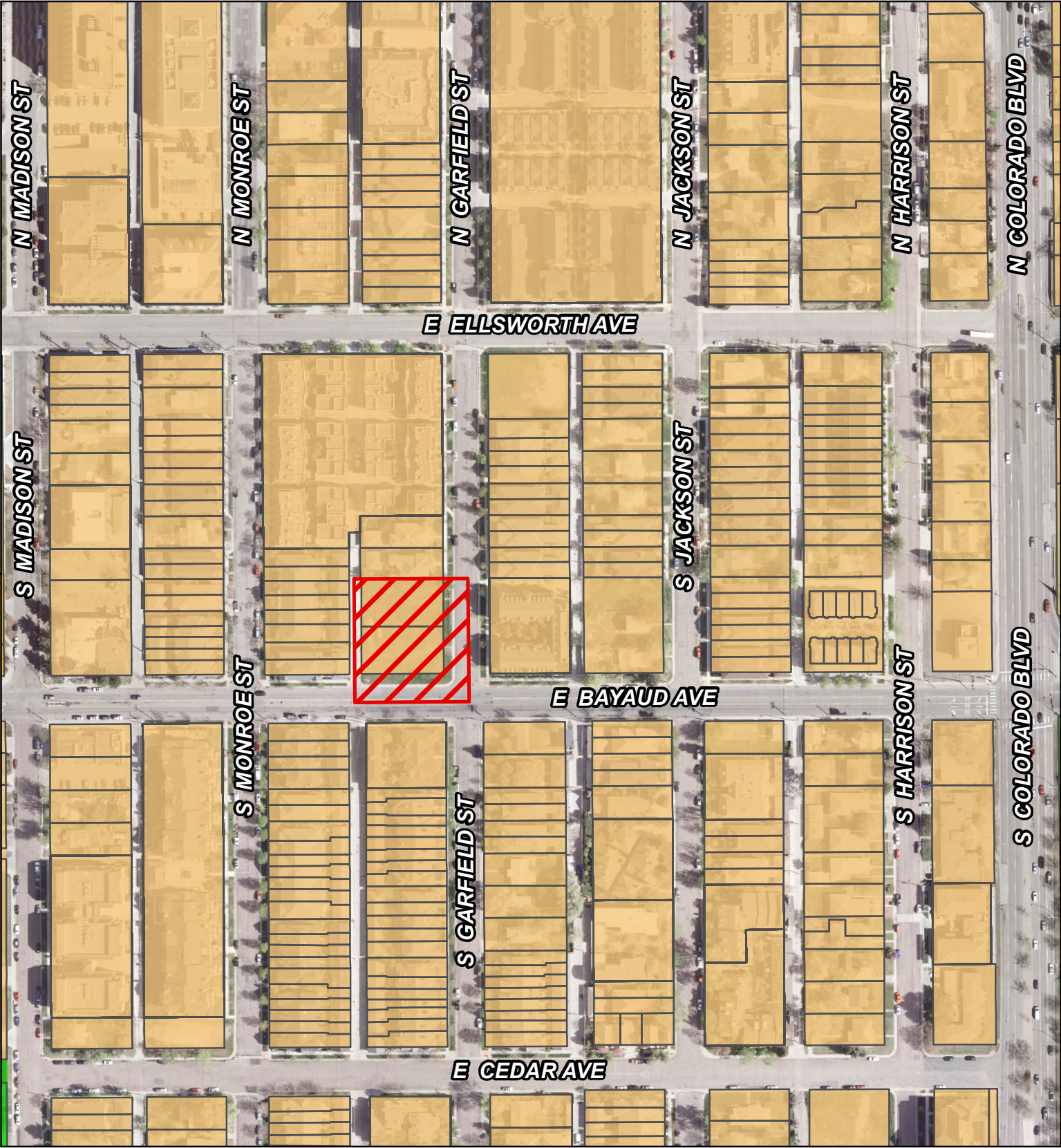
Map Date: 6/4/12





# Pending Zone Map Amendment - Blueprint Denver Overlay

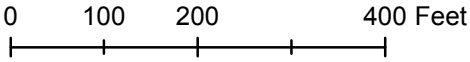
 Application #2012I-00016



 Single Family Duplex

 Pending Zoning Amendment

*\*Entire area represented on map is an Area of Change*



Map Date: 6/4/12





**Zone Map Amendment (Rezoning) - Application**

1/26/12

<input type="checkbox"/>		<input type="checkbox"/>	
Property Owner Name	61 S Garfield St LLC	Representative Name	Paul Mason
Address	12903 Summit Ridge Rd	Address	PO Box 102151
City, State, Zip	Parker, CO, 80138	City, State, Zip	Denver, CO, 80250
Telephone	3033568350	Telephone	3033568350
Email	mdicustomhomes@msn.com	Email	mdicustomhomes@msn.com
<p>*If More Than One Property Owner: All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p>	
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.			
Location (address and/or boundary description):		61 & 81 S Garfield St Denver CO, 80209	
Assessor's Parcel Numbers:		0512513074000 & 0512513073000	
Legal Description: (Can be submitted as an attachment. If moles & bounds, a map is required.)		Burlinton Capital Hill Addition Block 24 Lot 21-26 except .5 ft to city	
Area in Acres or Square Feet:		18,704 Square feet	
Current Zone District(s):		PUD	
Proposed Zone District:		G-RH-3	

[www.denvergov.org/rezoning](http://www.denvergov.org/rezoning)

201 W. Colfax Ave., Dept. 205

Denver, CO 80202

(720) 865-2983 • [rezoning@denvergov.org](mailto:rezoning@denvergov.org)for City Services  
311 DENVER





DENVER  
THE MILE HIGH CITY

COMMUNITY PLANNING & DEVELOPMENT

# CUSTOMER GUIDE

Appendix Page 2

<p>General Review Criteria: The proposal must comply with all of the general review criteria DZC Sec. 12.4.10.13</p>	<p><input checked="" type="checkbox"/> Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan</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 checked="" type="checkbox"/> Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</p> <p><input checked="" type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p>
<p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria DZC Sec. 12.4.10.14</p>	<p>Justifying Circumstances - One of the following circumstances exists:</p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error.</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact.</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints on development created by the natural characteristics of the land, including, but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage.</p> <p><input checked="" type="checkbox"/> The land or its surroundings has changed or is changing to such a degree that rezoning 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 checked="" type="checkbox"/> The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</p> <p>Please provide an attachment describing how the above criterion is met.</p>

Please check any attachments provided with this application:

☒ Authorization for Representative — Recorded Statement of Authority.

☒ Proof of Ownership Document(s)

☒ Legal Description

☒ Review Criteria

Please list any additional attachments:

① Assessor's Record

② Corrected affidavit.

**311**  
for City Services  
Denver gets it done!

[www.denvergov.org/rezoning](http://www.denvergov.org/rezoning)

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Denver, CO 80202

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**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 (must sign in the exact same manner as title to the property is held)	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	Property owner representative written authorization? (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%	John Alan Smith Josie Q. Smith	01/01/12	(A)	NO
61 s garfield st llc	12903 Summit Ridge Rd Parker Co 80138 3033568350 mdicustomhomes@msn.com	100	Paul Mason manager 61 s garfield llc	6/26/12	D	Yes

[www.denvergov.org/rezoning](http://www.denvergov.org/rezoning)



## Real Property Records

Date last updated: Tuesday, May 22, 2012

### Real Property Records Search

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

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

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

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

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

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

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

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

[Link to zoning and neighborhood information for this Property](#)

[Back to Property List](#)

**The property description shown is data from the Assessor's active, in-progress 2012 file. The "current year" values are from the 2012 tax year for real property tax due in 2013. These values are based on the property's physical status as of January 1, 2012.**

### PROPERTY INFORMATION

Property Type: VACANT LAND

Parcel: 0512513074000

Name and Address Information

Legal Description

61 S GARFIELD LLC

12903 SUMMIT RIDGE RD

PARKER, CO 80138-8569

BURLINGTON CAPITOL HILL ADD  
BLK 24 L 24-26 EXC W .5FT TO  
CITY

Property Address: 61 S GARFIELD ST

Tax District DENV

### Assessment Information

	Actual	Assessed	Exempt	Taxable
Current Year				
Land	590600	171270		
Improvements	0	0		
Total	590600	171270	0	171270
Prior Year				
Land	590600	171270		
Improvements	0	0		
Total	590600	171270	0	171270

Style: Other

Year Built:

Reception No.: 2012035255

Recording Date: 03/14/12

Building Sqr. Foot: 0

Bedrooms:

Baths Full/Half: 0/0

Basement/Finished: 0/0

Lot Size: 9,352

Document Type: Quit Claim

Sale Price: 820000

Mill Levy: 71.307

[Click here for current  
zoning](#)

Zoning Used for Valuation: R2

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

 [Print](#)





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

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### PROPERTY INFORMATION

Property Type: VACANT LAND

Parcel: 0512513073000

Name and Address Information

Legal Description

61 S GARFIELD LLC

12903 SUMMIT RIDGE RD

PARKER, CO 80138-8569

BURLINGTON CAPITOL HILL ADD  
BLK 24 L 21-23 EXC W .5FT TO  
CITY

Property Address: 81 S GARFIELD ST

Tax District DENV

### Assessment Information

	Actual	Assessed	Exempt	Taxable
Current Year				
Land	716500	207790		
Improvements	0	0		
Total	716500	207790	0	207790
Prior Year				
Land	716500	207790		
Improvements	0	0		
Total	716500	207790	0	207790

Style: Other

Reception No.: 2012035255

Year Built:

Recording Date: 03/14/12

Building Sqr. Foot: 0

Bedrooms:

Baths Full/Half: 0/0

Basement/Finished: 0/0

Lot Size: 9,352

Document Type: Quit Claim

Sale Price: 820000

Mill Levy: 71.307

[Click here for current  
zoning](#)

Zoning Used for Valuation: R2

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

 [Print](#)

**CORRECTIVE AFFIDAVIT RE: SCRIVENER'S ERROR PURSUANT TO C.R.S 38-35-109(5)**

STATE OF COLORADO)  
COUNTY OF DENVER)

I, **CHERYL PRESCOTT**, being first duly sworn upon oath under penalty of perjury, states and avers as follows:

1. I am a title officer at Guardian Title Agency, LLC. I have personal knowledge of and can testify in a court of competent jurisdiction the facts set forth herein.
2. The legal description of the land affected hereby is the following:  
**SEE ATTACHED EXHIBIT A**
3. The record owner of the land affected hereby is:  
**61 S. GARFIELD LLC, A COLORADO  
LIMITED LIABILITY COMPANY**
4. The instrument affecting the land which contains a Scrivener's Error:  
**QUIT CLAIM DEED RECORDED MARCH 14, 2012  
AT RECEPTION NO. 2012035255**
5. The title affected may be with respect to any party taking an interest
6. The Scrivener's Error, which is to be corrected by this affidavit:  
**SEE ATTACHED EXHIBIT B**

**THE WEST .50 FEET WAS INADVERTENTLY OMITTED FROM THE DESCRIPTION**

7. Affiant herein acknowledges that she is, by this instrument, testifying under penalty of perjury.

Further Affiant sayeth not

*Cheryl Prescott*

The foregoing instrument was acknowledge before me this 26TH day of JUNE 2012  
by CHERYL PRESCOTT

Witness my hand and official seal.

My notary commission expires:



*Jenice Schaffer*  
Notary Public

**EXHIBIT A**

**LOTS 21, 22, 23, 24, 25, AND 26, BLOCK 24, BURLINGTON CAPITOL HILL ADDITION,  
EXCEPT THE WEST .50 FEET OF SAID LOTS  
CITY AND COUNTY OF DENVER, STATE OF COLORADO**

**EXHIBIT B**

**PARCEL A:**

**LOTS 21, 22 AND 23, BLOCK 24, BURLINGTON CAPITAL HILL ADDITION, CITY AND  
COUNTY OF DENVER, STATE OF COLORADO.**

**PARCEL B:**

**LOTS 24, 25 AND 26, BLOCK 24, BURLINGTON CAPITAL HILL ADDITION, CITY AND  
COUNTY OF DENVER, STATE OF COLORADO.**

**MORE CORRECTLY KNOWN AS:**

**PARCEL A:**

**LOTS 21, 22 AND 23, BLOCK 24, BURLINGTON CAPITOL HILL ADDITION, CITY AND  
COUNTY OF DENVER, STATE OF COLORADO.**

**PARCEL B:**

**LOTS 24, 25 AND 26, BLOCK 24, BURLINGTON CAPITOL HILL ADDITION, CITY AND  
COUNTY OF DENVER, STATE OF COLORADO.**



QUITCLAIM DEED

Recorded Electronically	
ID	
County	
Date	Time
Simplifile.com 800.460.5657	

THIS DEED, made this February 21, 2012, between

DCC HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

of the \*County of DENVER, and State of Colorado, grantor, and

61 S. GARFIELD LLC, A COLORADO LIMITED LIABILITY COMPANY

a corporation duly organized and existing under and by virtue of the laws of the State of < - State >, grantee, whose legal address is

12903 SUMMIT RIDGE ROAD, PARKER, CO 80138

*Douglas County, State of Colorado*

*B.F. 82.00*

WITNESS, That the grantor, for and in consideration of the sum of Eight Hundred Twenty Thousand and 00/100, (\$820,000.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of DENVER and State of Colorado, described as follows:

PARCEL A:

LOTS 21, 22 AND 23, BLOCK 24, BURLINGTON CAPITAL HILL ADDITION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

LOTS 24, 25 AND 26, BLOCK 24, BURLINGTON CAPITAL HILL ADDITION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

MORE CORRECTLY KNOWN AS:

PARCEL A:

LOTS 21, 22 AND 23, BLOCK 24, BURLINGTON CAPITOL HILL ADDITION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

LOTS 24, 25 AND 26, BLOCK 24, BURLINGTON CAPITOL HILL ADDITION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

also known by street and number as: 61 AND 81 SOUTH GARFIELD STREET, DENVER, CO 80209  
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantees, their heirs and assigns forever. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

DCC HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

*Richard Reimer*  
By: RICHARD REIMER, Manager of First-Citizens Bank & Trust Company Managing  
Member of DCC Holdings LLC, a Colorado Limited Liability  
Company  
GUARDIAN  
FILE # 5212-03479



STATE OF COLORADO

County of DENVER

}ss.

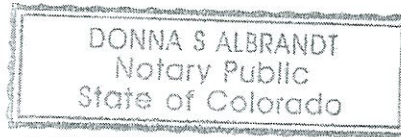
The foregoing instrument was acknowledged before me this February 16<sup>th</sup> 2012, by Richard Reimer as manager of <sup>\*</sup>  
DCC HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

*\* of First-Citizens Bank & Trust Company, Managing Member*

My commission expires: May 13, 2012

Witness my hand and official seal.

Donna S Albrandt  
Notary Public



\*If in Denver, insert "City and."

*My Commission Expires May 13, 2012*

Name and Address of person Creating Newly Created Legal Description (§ 38-35-105, C.R.S.)

# Guardian Title Agency, LLC

600 GRANT STREET #950

Denver, CO 80203

(720) 941-6404

DATE: MARCH 20, 2012

TO: 61 S. GARFIELD LLC, A COLORADO LIMITED LIABILITY COMPANY  
12903 SUMMIT RIDGE ROAD  
PARKER, CO 80138

Our Reference No.: 5212-03479

Property Address: 61 AND 81 SOUTH GARFIELD STREET, DENVER, CO 80209

Enclosed please find the following in regard to the above referenced property:

( X ) CORRECTED Owner's Policy

The policy is a valuable document which should always be retained in your files.

Future credit on premiums may always be available by surrendering a copy of the policy when title insurance is required involving the above reference property.

Should you require further documentation or information concerning this, or contemplate further transactions, please contact the above address.

Thanking you in anticipation of future business.

## OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned:

Cheryl Presscott  
Authorized Countersignature

Guardian Title Agency, LLC

Company Name

Denver, CO

City, State



Stewart Morris Jr.  
Senior Chairman of the Board

Malcolm S. Morris  
Chairman of the Board

Michael S. Smith  
President

Policy  
Serial No.

**O-9301-001924987**



## COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not

continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.



## CONDITIONS (Continued)

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If
- (b) the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (c) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as

may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was



## CONDITIONS (Continued)

- (ii) made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (c) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

SCHEDULE A

Order No.: 5212-03479

Policy No.: O-9301-001924987  
(CORRECTED)

Amount of Insurance: \$820,000.00

Date of Policy: JUNE 22, 2012 AT 7:00 A.M.

1. Name of Insured:

61 S. GARFIELD LLC, A COLORADO LIMITED LIABILITY COMPANY

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

61 S. GARFIELD LLC, A COLORADO LIMITED LIABILITY COMPANY

4. The land referred to in this policy is described as follows:

LOTS 21, 22, 23, 24, 25, AND 26, BLOCK 24, BURLINGTON CAPITOL HILL ADDITION,  
EXCEPT THE WEST .50 FEET OF SAID LOTS  
CITY AND COUNTY OF DENVER, STATE OF COLORADO



SCHEDULE B

---

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETO OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
2. UNPATENTED MINING CLAIMS; RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
3. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
4. TAXES FOR THE YEAR 2012, A LIEN, BUT NOT YET DUE AND PAYABLE.
5. EASEMENTS, NOTES, TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, COVENANTS, AGREEMENTS AND OBLIGATIONS AS SHOWN ON THE PLAT OF BURLINGTON CAPITOL HILL ADDITION.
6. RESTRICTIONS, PERTAINING TO THE PRESERVATION OF MOUNTAIN VIEWS AS CONTAINED IN ORDINANCE #436, SERIES OF 1968, RECORDED JANUARY 6, 1969 IN BOOK 9975 AT PAGE 351.
7. ANY TAX, LIEN, FEE, OR ASSESSMENT AS A RESULT OF INCLUSION OF THE SUBJECT PROPERTY WITHIN CHERRY CREEK NORTH BUSINESS IMPROVEMENT DISTRICT NO. 1, AS DISCLOSED BY INSTRUMENT RECORDED DECEMBER 09, 1988 AT RECEPTION NO. 88-0340235.
8. ANY TAX, LIEN, FEE, OR ASSESSMENT AS A RESULT OF INCLUSION OF THE SUBJECT PROPERTY WITHIN CHERRY CREEK NORTH SPECIAL IMPROVEMENT DISTRICT NO. 1114 AS DISCLOSED BY INSTRUMENT RECORDED JUNE 17, 1987 AT RECEPTION NO. 8700147274.
9. DEED OF TRUST FROM 61 S. GARFIELD LLC, TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF CITYWIDE BANKS TO SECURE A PRINCIPAL SUM OF \$1,800,000.00, DATED FEBRUARY 21, 2012 AND RECORDED MARCH 14, 2012 AT RECEPTION NO. 2012035257.



STATEMENT OF AUTHORITY

('38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity<sup>1</sup> named 61 S. GARFIELD LLC, A COLORADO LIMITED LIABILITY COMPANY

2. The type of entity is a:

<input type="checkbox"/>	corporation	<input type="checkbox"/>	registered limited liability partnership
<input type="checkbox"/>	nonprofit corporation	<input type="checkbox"/>	registered limited liability limited partnership
<input checked="" type="checkbox"/>	limited liability company	<input type="checkbox"/>	limited partnership association
<input type="checkbox"/>	general partnership	<input type="checkbox"/>	government or governmental subdivision or agency
<input type="checkbox"/>	limited partnership	<input type="checkbox"/>	Trust

3. The entity is formed under the laws of CO

4. The mailing address for the entity is:

12903 Summit Ridge RD Parker, Co. 80138

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

Guy H. Brazell Manager  
Paul Mason Manager

6. The authority of the foregoing to bind the entity is ☒ not limited ☐ limited as follows:

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

Executed this 21<sup>st</sup> day of Feb, 2012

61 S. GARFIELD LLC, A COLORADO LIMITED LIABILITY COMPANY

by: Guy H. Brazell Manager by: Paul Mason Manager  
(Print name and title) (Print name and title)  
Guy H. Brazell Paul Mason  
Signature Signature

STATE OF CO  
COUNTY OF Arapahoe, ss

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Feb, 2012  
by Guy H. Brazell manager and Paul Mason Manager  
of 61 S. Garfield LLC a Colorado limited liability  
company

GUARDIAN TITLE  
FILE # 5212-03479

Witness my hand and official seal.

Notary Public

My commission expires: 1-9-14

1 This form should not be used unless the entity is capable of holding title to real property.  
2 Any authorized entity must also complete a Statement of Authority.  
3 The absence of any limitation shall be prima facie evidence that no such limitation exists.  
4 The statement of authority must be recorded to obtain the benefits of the statute.

STMTAUTH



61 S Garfield LLC  
12903 Summit Ridge Rd  
Parker CO,80138

May 22 2012

To Whom it may concern,

The property located at 61 S Garfield Street is currently zoned as a PUD and we are seeking to rezone it to G-RH-3. The property is also zoned under the Cherry Creek East residential guidelines, an addendum to the Denver City Zoning Code.

1 This rezoning is consistent with zoning in this neighborhood , ( see the attached map ) Most properties are either PUD or G-RH -3

2 The G-RH-3 in conjunction with the Cherry Creek East Guidelines allows for buildings that are very consistent with existing residences.

3 The existing PUD dictates a substantial 6 unit building that is not marketable in today's Real Estate market. We believe it is best interest of the local neighbour to allow smaller more marketable units.

4 Cherry Creek East is an area of continual change and development. This Rezoning would allow for residence of a size and price that is more consistent with current market conditions in this neighborhood

Regard



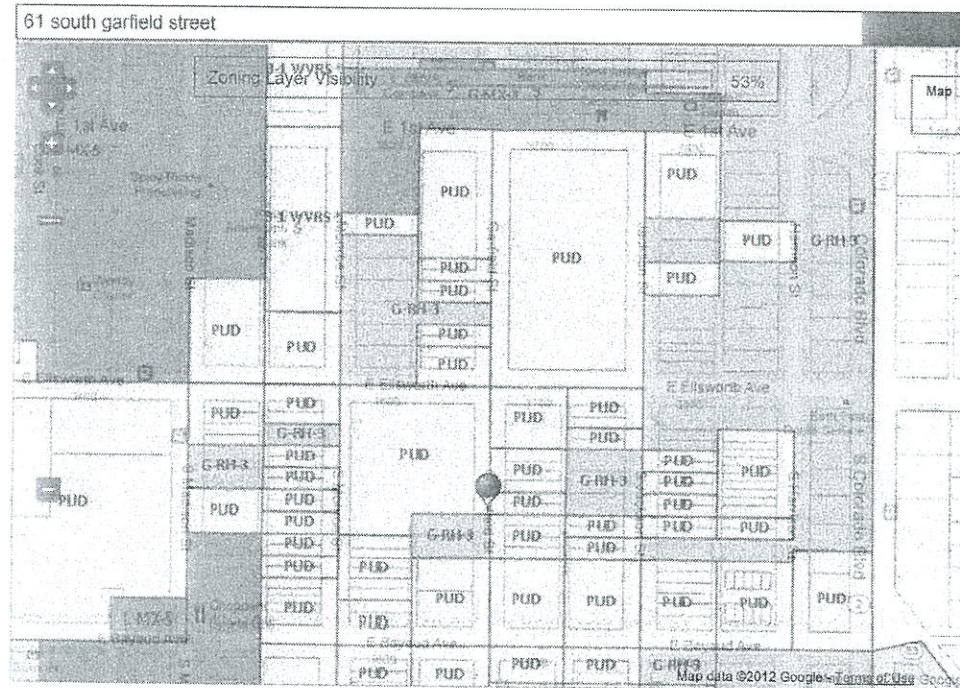
Paul Mason  
Manager 61 S Garfield St LLC

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We guide and promote the planning, building, and maintenance of an outstanding Denver.



September 3, 2012

Mr. Brad Buchanan, Chair  
Denver Planning Board  
201 W Colfax Avenue 2nd floor  
Denver, Colorado 80202

Re: 61 S. Garfield St – G-RH-3 Rezoning

Dear Mr. Buchanan:

The board of Cherry Creek East Association has met with Mr. Paul Mason of MDI Custom Homes regarding his proposed rezoning of his site at 61 S. Garfield Street from PUD to G-RH-3. We support this rezoning application as it does not change the height or density on the property and it allows the flexibility needed to address a slow recovering, for sale, residential market.

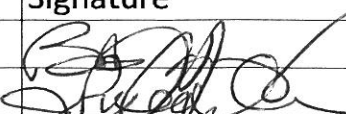
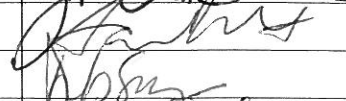
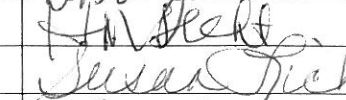
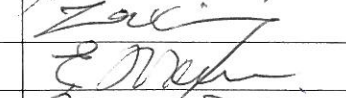
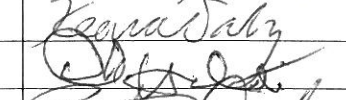

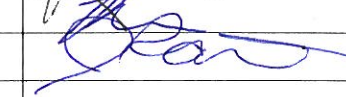
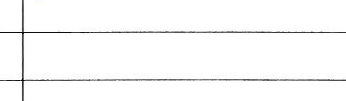
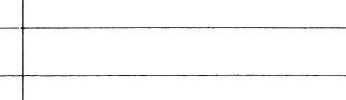
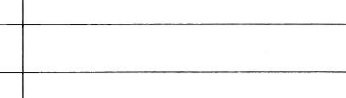
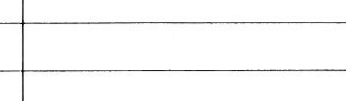
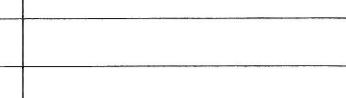
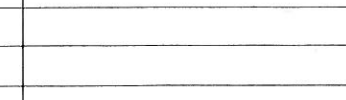
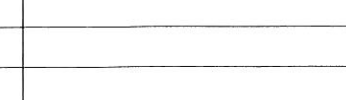
Mr. Mason has provided our board with a list of similar residential projects developed by his group in the Platte Park/South Wash Park neighborhoods. We have visited those projects and find them to be well designed, of good quality, and sensitively integrated into the fabric of the neighborhood. We are particularly supportive of Mr. Mason's commitment to install and incorporate a binding agreement with his homebuyers to pay operational costs and maintenance on pedestrian lighting fixture installation; that has been an important element of our neighborhood plan since 2000. In recent years developers have often not been willing to install these pedestrian lights, and the city has not encouraged them to do so, since operation and maintenance have been of concern. We believe that Mr. Mason has a viable and proven method for addressing this issue.

As a new developer in the Cherry Creek East neighborhood, and a bit of a test case, Mr. Mason has proposed a good initial process for approaching an older recorded PUD for conversion to a new G-RH-3 zone district. We expect that he will continue to engage with our neighborhood as he goes forward with this development.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brooks Waldman', with a long, sweeping horizontal line extending to the right.

Brooks Waldman, pres.  
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Yvonne Licht	50 So Garfield St.	
Lynne King	105 So GARFIELD ST	
ERICA MERCER	126 So GARFIELD ST	
Klara Daly	135 S. Garfield St	
Don Haldli	118 S. Garfield	
PETER DONAHUE	25 S. MONROE	
Kristin Snow	401 S Monroe	
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( Mary: davidson @ msn.com )