



**DENVER**  
THE MILE HIGH CITY

**Community Planning and Development  
Planning Services**

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**TO:** Denver City Council  
Mary Beth Susman, President  
**FROM:** Tim Watkins, AICP, Senior City Planner  
**DATE:** May 29, 2014  
**RE:** Official Zoning Map Amendment Application #2014I-00004  
3600 E Alameda / 301 & 319 S. Garfield St. / 314 S.  
Monroe St.  
From B-4 with Waivers, UO-1, UO-2 to C-MX-5 and C-MX-8

### Staff Report and Recommendation

Based on the criteria for review in the Denver Zoning Code, Staff recommends approval of Application #2014I-00004 for a rezoning from B-4 with Waivers, UO-1, UO-2 to C-MX-5 and C-MX-8.

### Request for Rezoning

Application: #2014I-00004  
Address: 3600 E Alameda / 301 & 319 S. Garfield St.  
/ 314 S. Monroe St.

RNOs & other Interested Groups: Harman Neighborhood Association, Inc.  
Cherry Creek Steering Committee  
Cherry Creek East Association  
Denver Neighborhood Association, Inc.  
Inter-Neighborhood Cooperation

Area of Property: 48,422 SF or 1.11 acres  
Current Zoning: B-4 with Waivers UO-1, UO-2  
Proposed Zoning: C-MX-5 and C-MX-8  
Property Owner(s): Rachel L. Hallack Trust  
Owner Representative: W Robert Smith



## Summary of Rezoning Request

This property is located within the southeastern corner of the Cherry Creek neighborhood, in an area also known as the Cherry Creek Triangle. Situated on the south side of Alameda Avenue between Madison and Garfield streets, the site is comprised of four parcels that contain office building(s), surface parking and landscaping areas along much of the street frontage.

The applicant requests rezoning to C-MX-5 and C-MX-8 to pursue redevelopment of the property through a form based and context based zone district that will 1) reinforce the development quality and identity of the Cherry Creek Triangle, and 2) appropriately address Alameda Avenue as a future parkway and improve the surrounding public realm.

C-MX-5 and C-MX-8 would apply an appropriate scale and mix of uses for redevelopment of underutilized property where growth and reinvestment are encouraged and a regional center is envisioned. Application of these zone districts would activate the public realm with new buildings along Alameda Avenue, which is envisioned as a future enhanced Parkway, and also provide for place-making opportunities along Monroe and Madison Streets. C-MX-5 is proposed along Alameda frontage in response to lower density residential on the north side of the street, while C-MX-8 is proposed as a transitional height between five stories fronting Alameda (north) and twelve stories (south) towards the interior of the Cherry Creek Triangle (see graphic on pg 13, and the district map in the attached application).

C-MX-5 and C-MX-8 zoning provides a variety of uses and form standards to complement the Alameda Parkway vision contained in the Cherry Creek area plan, and to implement the mixed use regional center vision described in the area plan and Blueprint Denver.

The requested zone district title 'C-MX-5' is defined as the Urban Center Neighborhood Context – Mixed Uses (up to five stories), and C-MX-8 is likewise defined but with a height up to eight stories. Mixed uses in the Denver Zoning Code are intended to promote safe, active, and pedestrian-scaled, diverse areas through the use of development forms with uses that clearly define and activate the public street edge. Further details of the zone districts can be found in Article 7.2.2 of the Denver Zoning Code (DZC).

## Existing Context

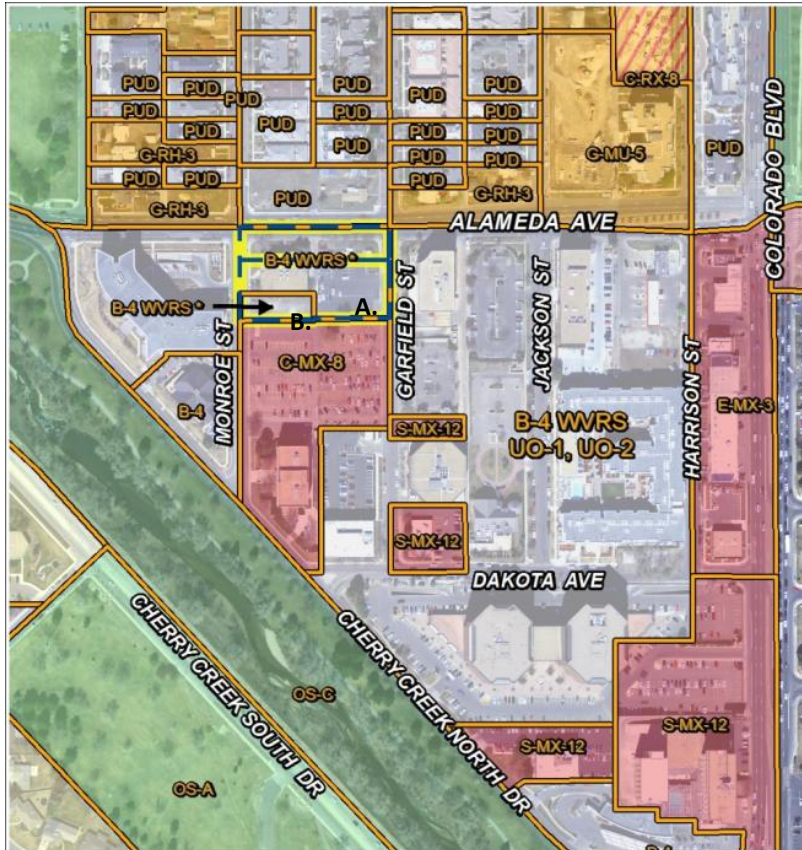
- The Alameda Triangle is fronted by major arterials, including Alameda to the North and Colorado Boulevard to the East. Land uses have predominantly been office, retail and surface parking, with recent additions of higher density residential condominiums.
- The Alameda Triangle is served by bus transit, including Routes 3 and 3L along Alameda, Route 46 along North Cherry Creek Drive, and Routes 40, 79L and 83L along Colorado Boulevard.

- The opposing (north) side of Alameda is fronted by single family residences, vacant properties and mid-rise residential condominiums. The east side of Colorado lies within the jurisdiction boundaries of Glendale City. The uses on this side of Colorado are also retail, office and surface parking.
- The Cherry Creek Trail and Greenway to the southwest of Cherry Creek Drive provide open space recreation and bike trail access to residents and workers in the Cherry Creek Triangle.
- The Alameda Parkway is intended to connect Pulaski Park and the Cherry Creek Greenway, which lie 1 block to the west, and Burns Park which lies 3 blocks to the east. The Cherry Creek Area Plan includes a vision for the parkway that includes street facing entries and ground floor transparency to activate this pedestrian realm.

The following table summarizes the existing context proximate to the subject site:

	Existing Zoning	Existing Land Use	Existing Building Form/Scale	Existing Block, Lot, Street Pattern
Site	B-4 with Waivers, UO-1, UO-2	Office, Surface Parking	2 story office covering less than 20% of the site.	The site is located along Alameda Avenue between Monroe and Garfield Streets. The surrounding streets and blocks are on an orthogonal grid pattern that abuts the Cherry Creek greenway corridor to the southwest. A vehicle bridge crosses over Cherry Creek at Colorado, and a bike / ped bridge crosses a few blocks to the west at Steele Street.
North	PUD 619	Vacant, Single Family	1 story	
South	C-MX-8	Office, Mixed Use Residential	8 stories (under construction)	
East	B-4 WVRS	Office	5 stories	
West	B-4 WVRS	Multi-family Mid Rise	6 stories	

## Existing Zoning



The B-4 General Business district provides for commercial uses adjacent to arterial streets which are normally transit routes, and allows for a moderate intensity of use. Residential single family and multiple unit dwelling uses are also permitted.

**Area A.** The site's B-4 zoning for this specific area includes **waiver 1987-704** that waived the right to use or occupy the land for a number of industrial fabrication and commercial uses. It also limits the height of any structure to 72 feet, and requires at least 1 parking space per 350 GSF.

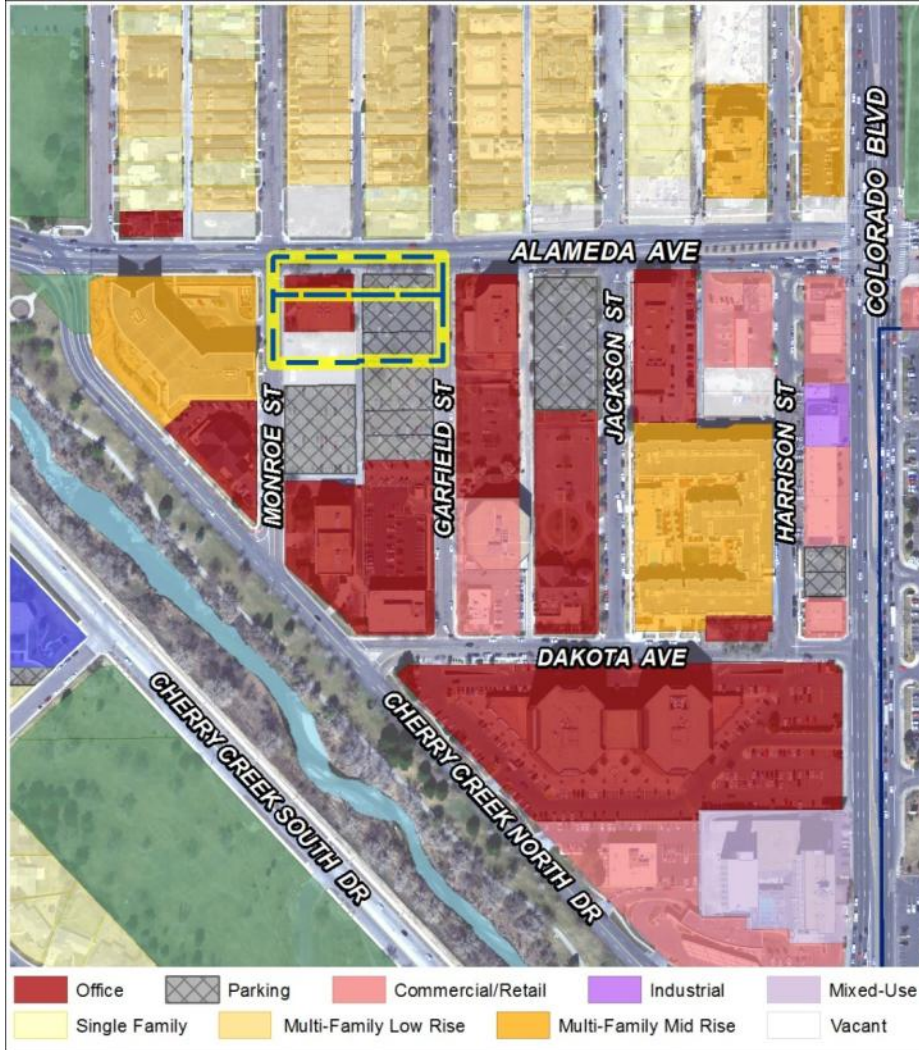
**Area B. Waiver 2001-860** waives the right to use or occupy the land for a number of retail, wholesale, warehousing and services.

**UO-1:** Adult Use Overlay District  
**UO-2:** Billboard Use Overlay District

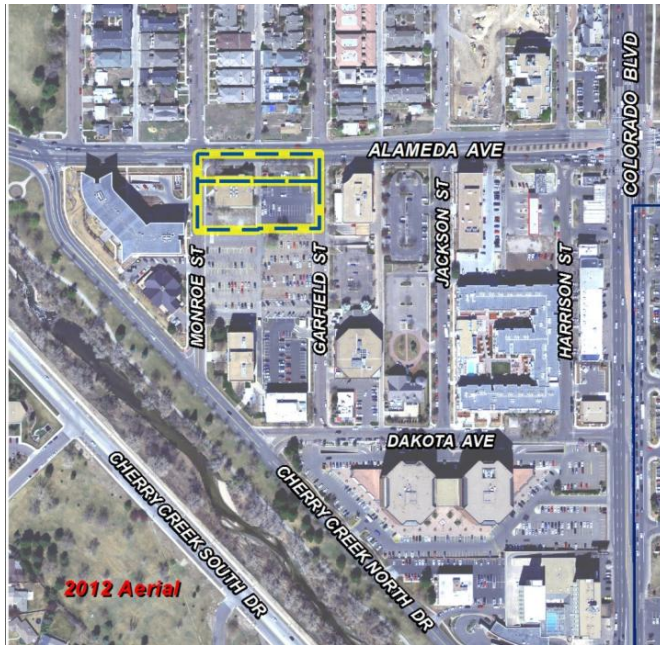
These waivers and overlay districts are recommended to expire and to be replaced through this rezoning change to C-MX-5 and C-MX-8. The provisions of these new zone districts address the form, parking requirements and appropriate uses required to implement adopted plan recommendations.



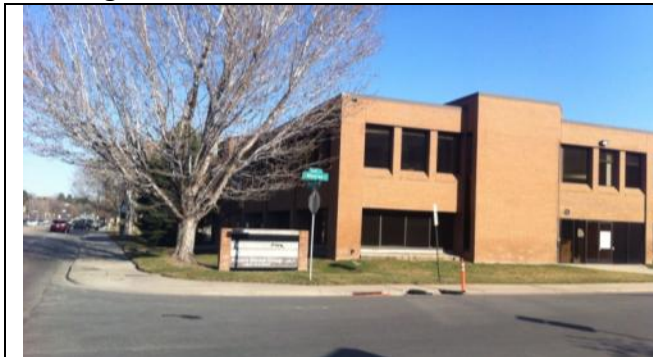
### Existing Land Use Map



### 1. Existing Building Form and Scale



#### Existing Site Photos



View looking east along Alameda Ave from Monroe Street



View looking southwest from Garfield and Alameda



View from site looking west across Monroe Street



View of the adjacent property to the south from the site





## Summary of City Agency Referral Comments

As part of the DZC review process, the rezoning application is referred to potentially affected city agencies and departments for comment. A summary of agency referral responses follows:

**Assessor:** No comments

**Asset Management:** Approved – No Comments.

**Denver Parks and Recreation:** 20 ft Parkway Setback applies

**Denver Public Schools:** No comments

**Development Services – Project Coordinator:** Approve Rezoning Only - Will require additional information at Site Plan Review

**Development Services – Transportation:** Approve Rezoning Only - Will require additional information at Site Plan Review

**Development Services – Wastewater:** The rezoning is approved. However, the applicant should be aware that Development Services will not approve any development of this property without assurance that there is sufficient sanitary and storm sewer capacity available. A sanitary study and/or drainage study may be necessary. The results of these studies may require the developer to install major infrastructure improvements or to limit the size of the development. Any proposed development or improvements will be reviewed for compliance to specific wastewater criteria at the time of site plan and/or building permit submittal.

**Denver Fire Prevention Bureau:** No Comments

**Public Works – DES – Surveyor:** Approve Rezoning Only - Will require additional information at Site Plan Review

## Public Review Process

### **Planning Board Notification Process**

The property was legally posted for a period of 15 days announcing the April 2<sup>nd</sup>, 2014 Denver Planning Board public hearing, and written notification of the hearing has been sent to all affected registered neighborhood organizations and City Council members.

### **Registered Neighborhood Organizations (RNOs)**

The applicant has attended Cherry Creek East Neighborhood Association meetings to describe development goals and to discuss the rezoning intent and how it relates to specific development and intended uses. RNOs as listed at the top of this staff report have been advised of this application.

### **LUTI Notification Process**

Written notification of the hearing was sent to all affected registered neighborhood organizations and City Council members.

### **City Council Notification Process**

The property was legally posted for a period of 21 days announcing the June 2, 2014 Denver Planning Board public hearing, and written notification of the hearing was sent to all affected registered neighborhood organizations and City Council members.

## Criteria for Review / Staff Evaluation

The criteria for review of this rezoning application are found in DZC, Sections 12.4.10.13 and 12.4.10.14, as follows:

### **DZC Section 12.4.10.13**

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

### **DZC Section 12.4.10.14**

1. Justifying Circumstances
2. Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements

## **1. Consistency with Adopted Plans**

The applicable adopted plans for this site are Comprehensive Plan 2000, Blueprint Denver and the Cherry Creek Area Plan.

### **Comprehensive Plan 2000**

Comprehensive Plan 2000 recognizes continued market demand to live in the City's core and the associated development opportunities.

#### **Environmental Sustainability Strategies:**

- 2-F: Promoting infill development within Denver at sites where services and infrastructure are already in place Designing mixed use communities and reducing sprawl, so that residents can live, work and play within their own neighborhoods.

#### **Land Use Strategies:**

- 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-A: Complete neighborhood and area plans for parts of Denver where development or redevelopment is likely or desirable.
- 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 (per Blue Print Denver land use and transportation vision, referenced below).

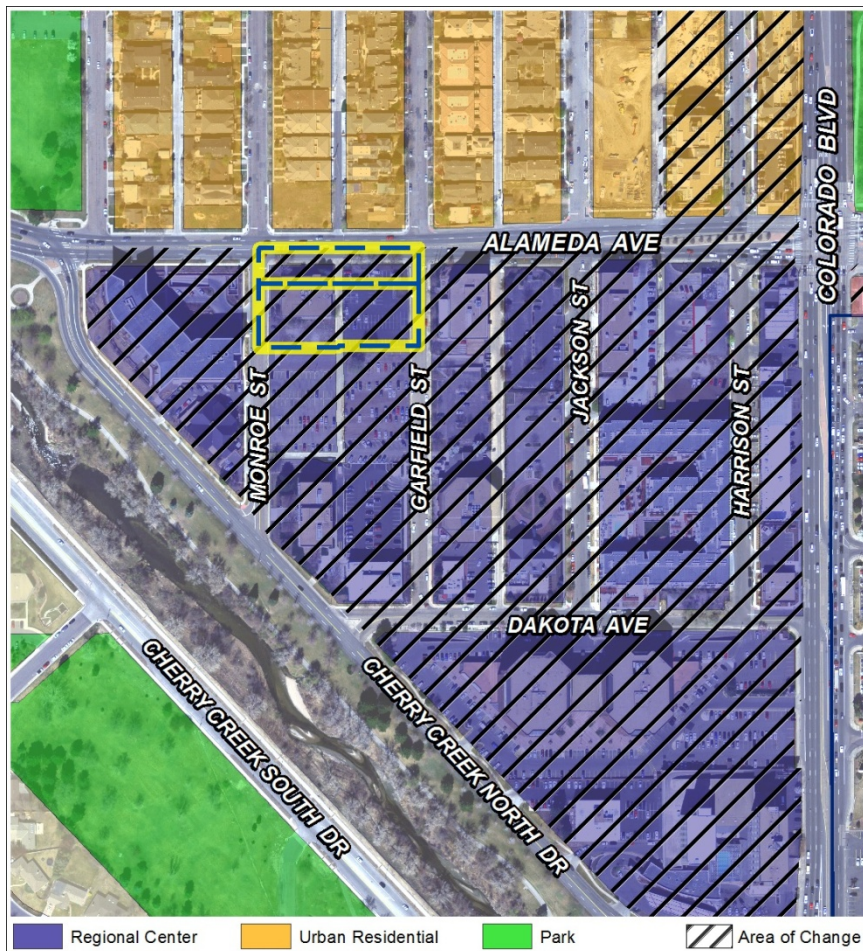
#### **Legacies Strategies:**

- 3-A: Identify areas in which increased density and new uses are desirable and can be accommodated.

### **Blueprint Denver**

The Blueprint Denver map shows the subject site a Regional Center concept land use area within an area of change. Blueprint Denver defines regional centers as having a significant density of retail, employment and/or residential uses that cover a fairly large area. Regional centers have an atmosphere that attracts patrons from throughout the region.

### **Future Land Use**



### **Street Classifications**

Blueprint Denver classifies Alameda Street as a Mixed Use Arterial, and Monroe and Garfield Streets as residential collector. A Mixed Use Arterial Street provides a high degree of mobility and generally serves longer vehicle trips to, from, and within urban areas, while also serving high-intensity mixed use development areas with a variety of travel choices such as pedestrian, bicycle and transit use.

### **Cherry Creek Area Plan (2012)**



Provides vision and guiding principles in support of growth and investment of a regional center with vibrant mixed use development in the Cherry Creek Triangle area, and fronting the Alameda Parkway:

**Improve the Alameda Parkway (p. 20)**

- Encourage private investment in properties adjacent to Alameda.
- Activate the public realm by fronting new buildings onto Alameda.

**Encourage positive change to create a vibrant urban mixed use district (p. 76)**

- Cherry Creek Triangle remains an area of change, meaning growth and reinvestment should be encouraged.
- New development should continue to include a mix of land uses, especially office and residential.
- Appropriate building mass transitions are important adjacent to Cherry Creek East to integrate development and reinvestment into the area.
  - Maximum building heights will range from 5 to 12 stories, with a 5-story edge along Alameda to respond to lower scale residential on the north side of the street (see plan future land use and maximum building heights map on the following page).
  - This transition may be accomplished through variations in building height, upper story setbacks or other mass and scale alternatives
- Adopt form based and context based zoning for Cherry Creek Triangle properties to encourage predictable development patterns that reinforce the development quality of Cherry Creek Triangle.

**Create an identity for Cherry Creek Triangle (p. 77)**

- Embrace Cherry Creek Triangle’s prime location connecting the cherry Creek Shopping District and the City of Glendale along the Cherry Creek Greenway.
- **Improve Place Making:** New infill development should improve the public realm.

**Cherry Creek Area Plan, Page 77:**

Future Land Use Map and Maximum Building Heights Map



Future land use map - Cherry Creek Triangle  
■ Regional Center  
■ Other subareas



Maximum building heights map - Cherry Creek Triangle  
■ 12 Stories  
■ 8 Stories  
■ 5 Stories  
■ Other subareas

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

The proposed C-MX-5 and C-MX-8 zone districts will result in the uniform application of zone district building form, use and design regulations.

## **3. Public Health, Safety and General Welfare**

The proposed official map amendment furthers the public health, safety, and general welfare of the City primarily through implementation of the City's adopted land use plans.

## **4. Justifying Circumstance**

The application identifies several changed or changing conditions as the Justifying Circumstance under DZC Section 12.4.10.14.A.2, "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."

This site is located along the Alameda Parkway - a mixed use arterial street, and is located within the Cherry Creek Triangle where mixed use infill and redevelopment are occurring on nearby sites. Only 20 percent of the site is covered by building area(s), and the predominant use is surface parking. C-MX-5 and C-MX-8 zoning provide for implementation of pedestrian friendly, walkable development, fitting for the vision of a regional center situated along the northern edge of the Cherry Creek Triangle and southern boundary of the Alameda Parkway.

## **5. Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements**

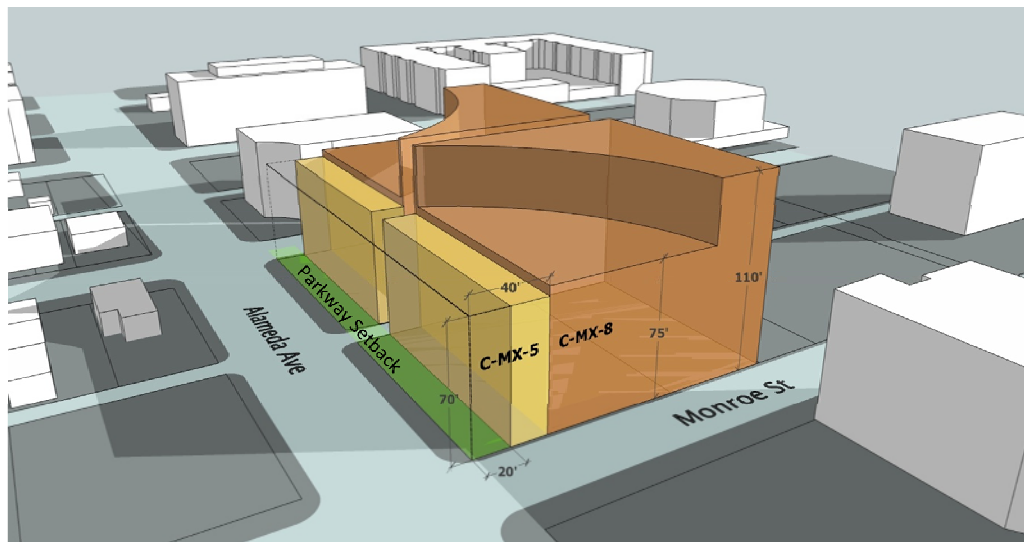
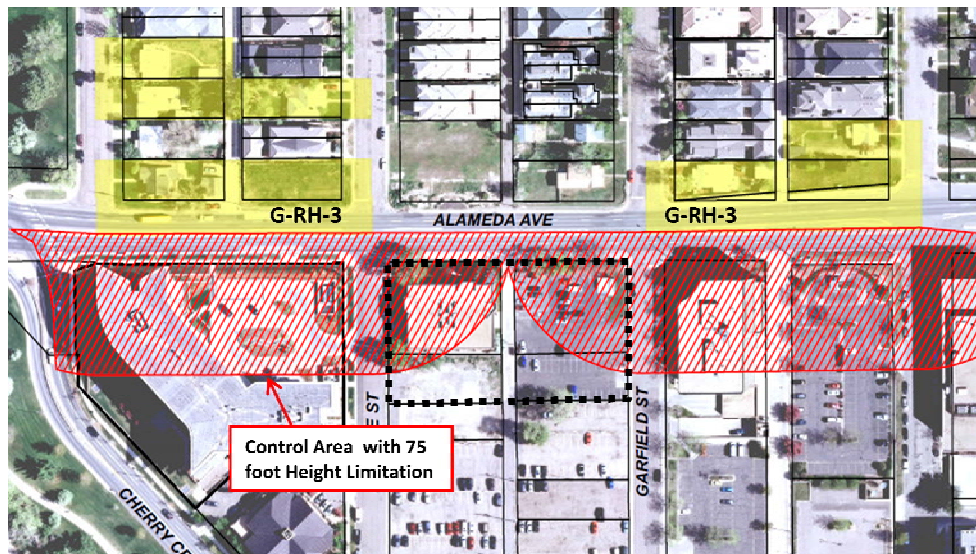
The Cherry Creek Triangle area is bounded on all sides by highly travelled arterials, and is envisioned by Blueprint Denver and the Cherry Creek Area Plan as evolving into a Regional Center ranging from five to 12 stories. Vacant parcels and underdeveloped surface parking lots are encouraged to evolve into a vibrant mixed-use district, especially with residential and office uses. The Cherry Creek Area Plan calls for new development that would face the street(s), activate the public realm along each street face, and complement future implementation of the Alameda Parkway vision. A building height transition is recommended from five stories (facing lower-scale residential on the north side of Alameda) to eight stories, and twelve stories to the south.

To implement the recommended height transition, the C-MX-5 district is proposed at a depth of 40 feet along the entire south edge of Alameda.

- An existing 20 foot Parkway setback applies to the properties fronting Alameda between Madison Street and Colorado Boulevard. This would result in an effective bulk plane depth of 20 feet within the proposed C-MX-5 district area. This depth is consistent with

an upper story step back of 20 feet applicable to C-MX-5 and C-MX-8 districts when they are adjacent to a protected residential district.

- C-MX-5 apartment and general building forms allow a maximum height of 70 feet.
- C-MX-8 is proposed for the remaining area of the site to the south of the proposed C-MX-5 district.
- C-MX-8 apartment and general building forms allow a maximum height of 110 feet. However a portion of this district area would be subject to a 75 foot height limit given that it lies within 175 feet of protected G-RH-3 residential districts north of Alameda. These boundaries start at the mid-point intersection of Monroe and Alameda to the northwest, and Garfield and Alameda to the northeast, resulting in a scalloped bulk plane form, as shown below.



C-MX-5 and C-MX-8 zoning districts do not require building setbacks on any side, allowing for a building to be designed and constructed seamlessly from one district to the other; the only disruption in building form would be the desired transition from five stories (fronting Alameda) to the greater building height allowed in the proposed C-MX-8 district to the south.

According to the zone district intent stated in the Denver Zoning Code, the C-MX-5 district applies to areas or intersections served primarily by collector or arterial streets where a building scale of 1 to 5 stories is desired. The C-MX-8 district applies to areas or intersections served primarily by arterial streets where a building scale of 2 to 8 stories is desired” (DZC Section 7.2.2.2). The site’s primary frontage is along Alameda Avenue, a mixed use arterial with a vision for an enhanced parkway that serves existing residential and commercial uses. This street classification and desired building heights in this area are consistent with the zone district purpose and intent statements.

## Staff Recommendation

Based on the analysis set forth above, CPD staff finds that the application for rezoning the property located at 3600 E Alameda to a C-MX-5 and C-MX-8 district meets the requisite review criteria. Accordingly, staff recommends *approval of this application*.

## Planning Board Recommendation

Denver Planning Board heard this application on April 2<sup>nd</sup> 2014. Supportive public comments (from individuals who also provided letters of support) were offered during the public hearing, after which the Board unanimously recommended approval of the application.

## Attachments

1. Letters of Support
  - Cherry Creek East Association
  - James Cowperthwaite, Chair of the Rachel L. Hallack Board of Trustees
  - Mr. and Mrs. Robert Metzger, Residents of Cherry Creek East
  
2. Application



W. Robert (Bobby) Smith  
Smith Jones Partners, LLC  
55 Madison Street, Suite 635  
Denver, CO 80206

March 22, 2014

**Re: Cherry Creek East Association Board Action on Rezoning Application for 3600 East Alameda Avenue/ 301 & 319 South Garfield Street/ 314 South Monroe Street.**

Dear Bobby,

On March 12, 2014, the CCEA Board discussed your proposed rezoning on the above referenced properties. While this property is outside the official CCEA boundaries, the Board appreciates Smith Jones Partners, bringing the rezoning and development proposal to our Board for consideration and comment.

The CCEA Board discussed the rezoning application for CMX-5 and CMX-8 and voted to support the rezoning application, because the request is consistent with the Cherry Creek Area Plan. The Board also wishes to acknowledge our appreciation for your awareness of, and sensitivity to, public right-of-way requirements for Alameda Parkway. CCEA looks forward to continuing the relationship we have built during the first phase of your project. We are especially interested in continuing discussions about how to best enhance pedestrian and multi-modal transit connections between CCE and the CC Triangle. There are also some specific recommendations in the CCAP and additionally in our discussions that should be mentioned for incorporation in your development concepts going forward. These recommendations are as follows:

- Page 17 of the CCAP sites Pedestrian Priority Zones and Pedestrian Priority Intersections of which Alameda Ave & Garfield Street are specifically identified as "an opportunity for property owners, special districts and the city to work together to consider these (specific list) enhancements where appropriate."
- Pages 18 & 19 of the CCAP refer to a Bicycle Boulevard and Bike lanes on S. Garfield Street.
- Pages 20 & 21 related to improving the Alameda Parkway.
- Page 38 and 39 related to improving visual and physical access to and from the Greenway (Cherry Creek Trail) at Garfield Street and Dakota Street.
- We have also discussed possible inclusion of the CCE Pedestrian Lighting Program into your design to further support visual and physical ties between CCEA and the CC Triangle neighborhoods.

All the above items we have discussed at length and we look forward to continuing the dialogue with you and the city, leading to implementation of these important elements of the Cherry Creek Area Plan. Thank you again for the opportunity to work together toward making all of Cherry Creek a more connected and vibrant community.

With sincere appreciation,

A handwritten signature in black ink, appearing to read 'Brooks H. Waldman', with a long, sweeping underline.

*Brooks H. Waldman, pres*

Cherry Creek East Assn  
(o) [303-320-6800](tel:303-320-6800)  
(c) [720-323-5157](tel:720-323-5157)  
[brooks@brookswaldman.com](mailto:brooks@brookswaldman.com)  
<http://www.cherrycreekeast.org>





**RACHEL L. HALLACK TRUST**  
James Cowperthwaite, Trustee  
378 South Pontiac Way  
Denver, Colorado 80224  
Phone: 303 355 3957 Fax 303 355 3984  
<jimcowperthwaite@gmail.com>  
Friday, March 21, 2014

Via email: [tim.watkins@denvergov.org](mailto:tim.watkins@denvergov.org)

Denver Planning Board  
% Mr. Tim Watkins, Senior City Planner  
Community Planning and Development, City and County of Denver  
201 W Colfax, 2nd Floor  
Denver, CO 80202

Re: Zone Change Request: from B-4 w/Waivers to C-MX-5 and C MX-8  
Applicant: Rachel L. Hallack Trust Application #: 20141-00004

Dear Denver Planning Board Members,

As Chair of the Board of Trustees of the Rachel L. Hallack Trust, applicant, I write in support of the captioned Zone Change Request.

Messrs. Bobby Smith and Jeff Jones of Smith-Jones Partners LLC represent the Trust in this re-zoning effort. Bobby and Jeff are currently building the elegant 360 South Monroe Street high-end residential project immediately to the south of applicant's property. They look forward to building the second phase of that project on applicant's land.

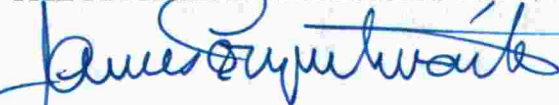
I have worked with Bobby and Jeff extensively for the past year, can vouch for their unusually strong abilities as real estate developers, including sensitivity to community concerns, aesthetic considerations and business integrity.

The requested new zoning conforms to the Cherry Creek Area Plan as adopted by Denver City Council. The change will ensure a smooth transition from the Cherry Creek East neighborhood north of Alameda to the higher density uses in the Cherry Creek Triangle south of Alameda, and permit re-development of the existing vacant and obsolete medical office building currently on site.

We are especially happy to be a part of recent efforts to bring a bigger and more vibrant residential component to the Cherry Creek Triangle. For the past fifty years, the Triangle has been mostly non-residential commercial. With the new influx of handsome condo and apartment projects, there is a welcome and powerful new thrust by residents to control traffic, increase off street parking, expand green belts and bike paths, and enhance safety for pedestrians and fun places for kids to play.

Thank you for your consideration of our request.

Very truly yours,  
THE RACHEL L. HALLACK TRUST, APPLICANT



By James Cowperthwaite, Trustee



22 March 2014

Denver Planning Board  
201 West Colfax Avenue  
Denver, CO 80202

Dear members of the Denver Planning Board,

Please accept this letter of support for the application for re-zoning from Mr. W. Robert Smith and Mr. Jeffrey Jones, SmithJones Partners, LLC, 55 Madison Street, Denver, CO 80206, regarding their parcels at 3600 East Alameda Parkway, 301 and 319 South Garfield Street and 314 South Monroe Street, Denver, CO 80209.

We are residents of Cherry Creek East, members of Cherry Creek East Association, and our property will be directly impacted by the development under consideration. We have confidence in the quality of design and construction materials planned for the development. The effort by Mr. Smith and Mr. Jones in participating in CCArea Plan forums and listening to the concerns of the neighborhood has been considerable, and we believe genuine. Their intent to continue positive communication with adjacent neighborhoods, to advocate for better pedestrian and bicycle access to and through their parcels to the Cherry Creek Greenway and their commitment to the Cherry Creek Area Plan's identification of Alameda Parkway being re-designed to meet parkway standards, are examples of their understanding of the challenges of increased density that face small city neighborhoods.

The Cherry Creek Triangle precedent for quality of design and materials and housing options was created with the Rifkin family's Monroe Pointe at 333 South Monroe. We feel fortunate to have 360 South Monroe, presently under construction and across from Monroe Pointe, as a continuation of that quality with the involvement of SmithJones Partners with Mr. Rifkin. And now, with the approval of this present application, SmithJones Partners, LLC, can continue to expand the opportunities their concept can deliver for connectivity and well-designed residential housing options along an Alameda Parkway which can begin to become a real parkway on the south side, and hopefully, leverage the parkway opportunities for the north, Cherry Creek East side.

Thank you for your consideration of this letter of support.

Sincerely,

Mr. and Mrs. Robert Metzger  
242 South Monroe Street  
Denver CO 80209





# Zone Map Amendment (Rezoning) - Application

1/26/12

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		Representative Name	
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>	
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.			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):			
Assessor's Parcel Numbers:			
Legal Description: (Can be submitted as an attachment. If metes & bounds, a map is required.)			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:			



REVIEW CRITERIA

<p>General Review Criteria: The proposal must comply with all of the general review criteria DZC Sec. 12.4.10.13</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>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>
	<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.
	<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>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> <input type="checkbox"/> The existing zoning of the land was the result of an error. <input type="checkbox"/> The existing zoning of the land was based on a mistake of fact. <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. <input 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 <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>Please provide an attachment describing the justifying circumstance.</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>Please provide an attachment describing how the above criterion is met.</p>

ATTACHMENTS

Please check any attachments provided with this application:

- Authorization for Representative
- Proof of Ownership Document(s)
- Legal Description
- Review Criteria

Please list any additional attachments:

Empty box for listing additional attachments.





PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION/PETITION						
<p>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.</p>						
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%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	NO
Rachel L Hallack	378 S Pontiac Way Denver, CO, 80224 303-355-3957 jimcowperthwaite@g	90%	Jim Cowperthwaite <i>[Signature]</i>		C	Yes
3575 LLC	3575 Cherry Creek North Drive Denver, CO 80209 303-321-8080 dwallach@codycos.	10%	Diane Wallach <i>[Signature]</i>		C	Yes

[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)

January 17, 2014

Denver Community Planning & Development

201 W Colfax Avenue, Department 205

Denver, Colorado 80202

As the lawful representative of the Rachel L. Hallack Trust, a Colorado Trust, I authorize W. Robert Smith to act on behalf of the Trust with regard to the attached rezoning application, as specified herein, for:

PARCEL A:

LOTS 1 THROUGH 10 INCLUSIVE, BLOCK 49, BURLINGTON CAPITOL HILL ADDITION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

LOTS 49 AND 50, BLOCK 4, BURNSDALE, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Also known as 3600 E Alameda Avenue, 301 S. Garfield Street and 319 S. Garfield Street, Denver, Colorado 80209.

Sincerely,

Rachel L. Hallack Trust, a Colorado Trust



James Cowperthwaite  
Trustee

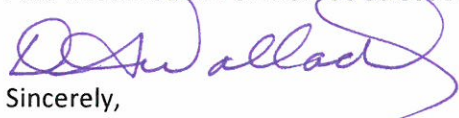
January 17, 2014

Denver Community Planning & Development  
201 W Colfax Avenue, Department 205  
Denver, Colorado 80202

As the lawful representative of the 3575 LLC, a Colorado limited liability company, I authorize W. Robert Smith to act on behalf of 3575 LLC, a Colorado limited liability company with regard to the attached rezoning application, as specified herein, for:

LOTS 1, 2 AND THE NORTH 38 ½ INCHES OF LOT 3, BLOCK 4,  
BURNSDALE,  
CITY AND COUNTY OF DENVER,  
STATE OF COLORADO.

Also known as 314 S. Monroe Street Denver, Colorado 80209.

A handwritten signature in purple ink, appearing to read "W. Robert Smith", is written over the text "Also known as 314 S. Monroe Street Denver, Colorado 80209."

Sincerely,  
3575 LLC, a Colorado limited liability company

By:

Title:



## APPLICATION FOR ZONE MAP AMENDMENT

3600 East Alameda Avenue

### Adherence to Review Criteria

The nature of the proposed map amendment is to permit redevelopment of a 0.8 acre parcel of land in a manner that is consistent with the land use and building height recommendations in the Cherry Creek Area Plan. The property is located on the south side of Alameda (the southern border of the Cherry Creek East neighborhood) between Monroe Street and Garfield Street. There has been significant change in the immediate area as well as the adjacent Cherry Creek neighborhoods which have resulted in the need to rezone in order to meet market and community needs and wants.

This map amendment request is for two zone districts, including C-MX-5 and C-MX-8, which would allow for creation of a residential project that provides necessary setback for future implementation of the Alameda Parkway Vision as depicted in the Cherry Creek Area plan.

The effect of the proposed amendment will allow the redevelopment of underutilized property and allow for a dynamic high quality project on the edge of Cherry Creek and bordering the City of Glendale.

### **Select Legal Basis for the Zone Map Amendment**

#### The Denver Comprehensive Plan 2000

Comprehensive Plan 2000 recognizes continued market demand to live in the City's core and the associated development opportunities.

#### Environmental Sustainability Strategies

- 2-F: Promoting infill development within Denver at sites where services and infrastructure are already in place. Designing mixed use communities and reducing sprawl, so that residents can live, work and play within their own neighborhoods.

#### Land Use Strategies

- 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-A: Complete neighborhood and area plans for parts of Denver where development or redevelopment is likely or desirable.

- 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 (per Blue Print Denver land use and transportation vision, referenced below).

### Legacies Strategies

- 3-A: Identify areas in which increased density and new uses are desirable and can be accommodated.

This application also supports the guiding principles of the land use and transportation vision of

### Blueprint Denver

- This proposed rezoning is in an area of change as identified in Blueprint Denver.
- The future land use recommendation is Regional Center

Additional this application advances the guiding principles found below:

### Cherry Creek Area Plan (2012)

#### **Improve the Alameda Parkway (p. 20)**

- ■ Encourage private investment in properties adjacent to Alameda.
- ■ Activate the public realm by fronting new buildings onto Alameda

Encourage positive change to create a vibrant urban mixed use district p. 76)

- Cherry Creek Triangle remains an area of change, meaning growth and reinvestment should be encouraged.
- New development should continue to include a mix of land uses, especially office and residential.
- Appropriate building mass transitions are important adjacent to Cherry Creek East to integrate development and reinvestment into the area. Maximum building heights will range from 5 to 12 stories, with a 5-story edge along Alameda to respond to lower scale residential on the north side of the street. This transition may be accomplished through variations in building height, upper story setbacks or other mass and scale alternatives
- Adopt form based and context based zoning for Cherry Creek Triangle properties to encourage predictable development patterns that reinforce the development quality of Cherry Creek Triangle.



Create an identity for Cherry Creek Triangle (p. 77)

- Embrace Cherry Creek Triangle's prime location connecting the cherry Creek Shopping District and the City of Glendale along the Cherry Creek Greenway.
- Improve placemaking. New infill development should improve the public realm.

Based on the justification found in the aforementioned plans, the proposed rezoning to CMX5/CMX8 will result in the uniform application of zone district, building form, use and design regulations to all buildings within the subject area. This proposed map amendment is hereby submitted.



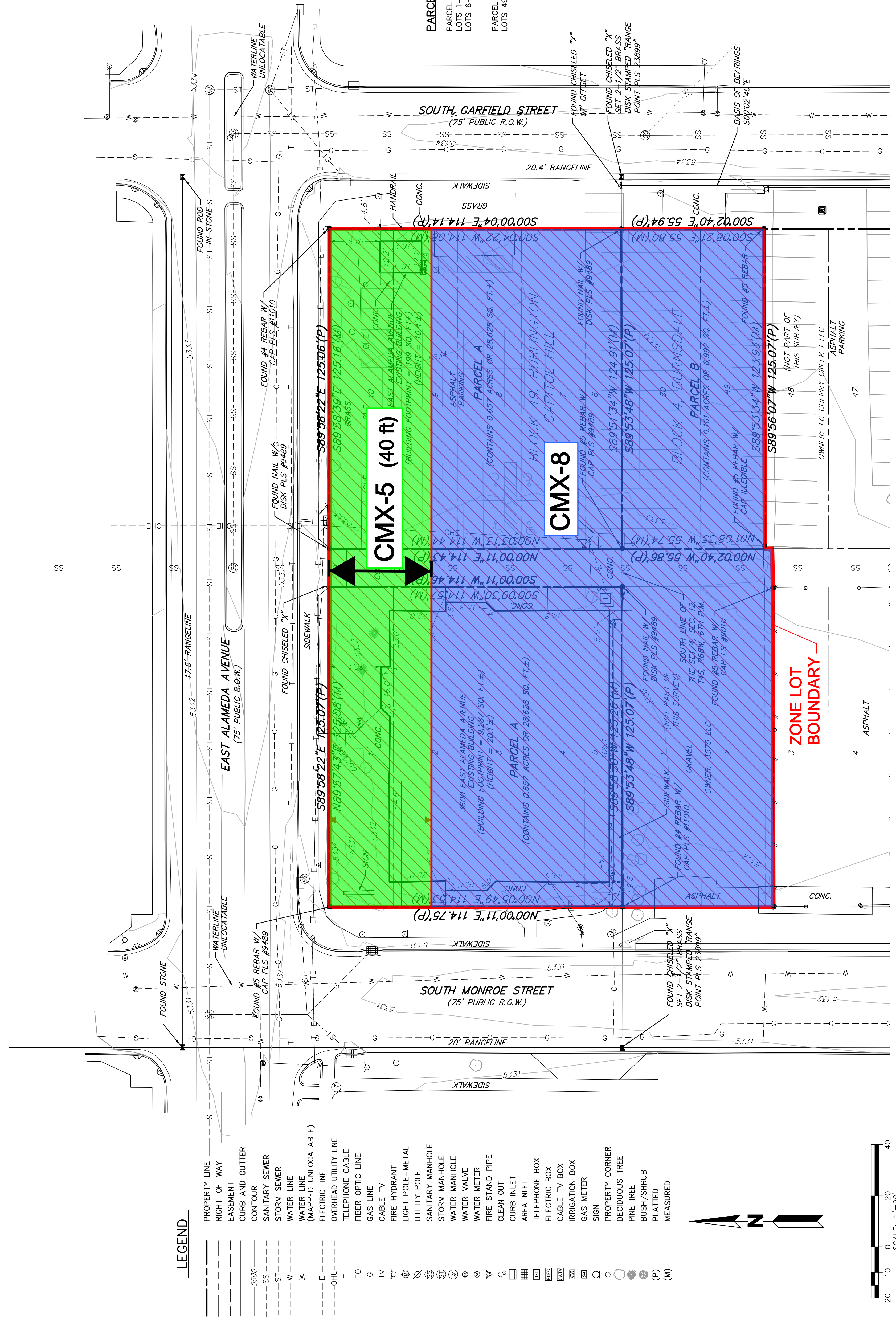
Location: G:\HORN\23971 Monroe St Apts\SURVEY\A1008-13\North Property\A1008-13.dwg  
 Project Manager: R. NOBBE  
 Surveyed By: RY / EH  
 Drawn By: G.Horn  
 Job Number: 23971.C.06  
 Sheet Number: 2 OF 2

# IMPROVEMENT SURVEY PLAT

## 3600 & 3690 EAST ALAMEDA AVENUE

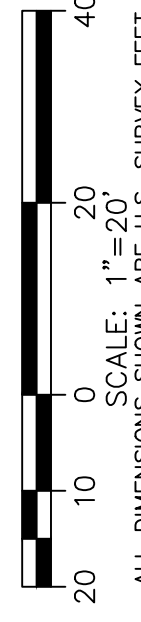
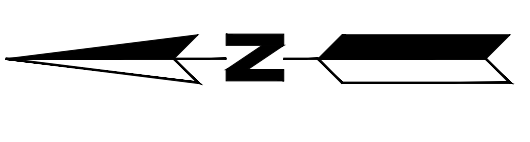
A PARCEL OF LAND LOCATED IN THE SE1/4 12 AND THE NE1/4 OF SECTION 13,  
 TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
 CITY AND COUNTY OF DENVER,  
 STATE OF COLORADO

SHEET 2 OF 2



### LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT
- CURB AND GUTTER
- CONTOUR
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- WATER LINE (MAPPED UNLOCATABLE)
- ELECTRIC LINE
- OVERHEAD UTILITY LINE
- TELEPHONE CABLE
- FIBER OPTIC LINE
- GAS LINE
- CABLE TV
- FIRE HYDRANT
- LIGHT POLE-METAL
- UTILITY POLE
- SANITARY MANHOLE
- STORM MANHOLE
- WATER MANHOLE
- WATER VALVE
- WATER METER
- FIRE STAND PIPE
- CLEAN OUT
- CURB INLET
- AREA INLET
- TELEPHONE BOX
- ELECTRIC BOX
- CABLE TV BOX
- IRRIGATION BOX
- GAS METER
- SIGN
- PROPERTY CORNER
- DECIDUOUS TREE
- PINE TREE
- BUSH/SHRUB
- PLANTED
- MEASURED



ALL DIMENSIONS SHOWN ARE U.S. SURVEY FEET  
 MARTIN/MARTIN assumes no responsibility for utility locations.  
 The utilities shown on this drawing have been plotted from the  
 best available information. It is, however, the contractor's  
 responsibility to verify the location of all utilities prior  
 to the commencement of any construction.

### PARCEL TABULATION

Parcel	Description	Area (Acres)
PARCEL A	LOTS 1-5, BLOCK 49, BURLINGTON CAPITOL HILL ADDITION	0.329 AC OR 14,334 S.F.±
	LOTS 6-10, BLOCK 49 BURLINGTON CAPITOL HILL ADDITION	0.328 AC OR 14,294 S.F.±
	TOTAL	0.657 AC OR 28,628 S.F.±
PARCEL B	LOTS 49 AND 50, BLOCK 4, BURNSDALE	0.161 AC OR 6,991 S.F.±

JANUARY 06, 2014  
 SEPTEMBER 03, 2013

MARTIN / MARTIN  
 CONSULTING ENGINEERS  
 12425 SHAW CREEK AVENUE  
 LAKEWOOD, CO 80231-5  
 303.431.6100 FAX 303.431.4088  
 WWW.MARTINMARTIN.COM

ZONE LOT:

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING LOTS 1 THROUGH 10 INCLUSIVE OF BLOCK 49, BURLINGTON CAPITOL HILL TOGETHER WITH A PORTION OF BLOCK 4, BURNSDALE, LOTS 1, 2, 3, 49, AND 50 AND ALSO TOGETHER WITH THE ALLEY IN SAID BLOCK 49 BURLINGTON CAPITOL HILL AND BLOCK 4 BURNSDALE LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 49 OF SAID BLOCK 4 BURNSDALE, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH GARFIELD ST.; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 49, S89°56'07"W A DISTANCE OF 125.07 FEET, TO A POINT ON THE WESTERLY LINE OF LOT 49 AND 48 OF SAID BLOCK 4; THENCE ALONG THE WESTERLY LINE OF SAID LOT 48, S00°02'40"E A DISTANCE OF 3.21 FEET; THENCE DEPARTING THE WESTERLY LINE OF SAID LOT 48, S89°56'07"W A DISTANCE OF 15.00 FEET, TO A POINT ON THE EASTERLY LINE OF LOT 3 OF SAID BLOCK 4; THENCE DEPARTING SAID EASTERLY LINE OF LOT 3, S89°56'07"W A DISTANCE OF 125.07 FEET, TO A POINT ON THE WESTERLY LINE OF LOT 3 OF SAID BLOCK 4 ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MONROE ST.; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) N00°02'40"W A DISTANCE OF 58.97 FEET; 2) THENCE N00°00'11"E A DISTANCE OF 114.75 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST ALAMEDA AVE. ALSO BEING THE NORTHWESTERY CORNER OF LOT 1 OF BLOCK 49 BURLINGTON CAPITOL HILL; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S89°58'22"E A DISTANCE OF 125.07 FEET; 2) THENCE S89°58'22"E A DISTANCE OF 15.00 FEET; 3) THENCE S89°58'22"E A DISTANCE OF 125.06 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH GARFIELD ST. ALSO BEING THE NORTHEASTERLY CORNER OF LOT 10 OF BLOCK 49 BURLINGTON CAPITOL HILL; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S00°00'04"E A DISTANCE OF 114.14 FEET; 2) THENCE S00°02'40"E A DISTANCE OF 55.94 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

BEARINGS ARE BASED ON AN ASSUMED BEARING OF S00°02'40"E ALONG THE EASTERLY LINE OF BLOCK 4, BURNSDALE BETWEEN THE NORTHEAST CORNER OF LOT 50 AND THE NORTHEAST CORNER OF LOT 44 AND BEING MONUMENTED BY A FOUND 17 FOOT OFFSET CHISELED CROSS AT THE NORTHEAST CORNER OF LOT 50 AND A FOUND 17 FOOT CHISELED CROSS AT THE NORTHEAST CORNER OF LOT 44.



CMX-8:

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING A PORTION OF BLOCK 49, BURLINGTON CAPITOL HILL TOGETHER WITH A PORTION OF BLOCK 4, BURNSDALE, LOTS 1, 2, 3, 49, AND 50 AND ALSO TOGETHER WITH THE ALLEY IN SAID BLOCK 49 BURLINGTON CAPITOL HILL AND BLOCK 4 BURNSDALE LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 49 OF SAID BLOCK 4 BURNSDALE, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH GARFIELD ST.; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 49, S89°56'07"W A DISTANCE OF 125.07 FEET, TO A POINT ON THE WESTERLY LINE OF LOTS 49 AND 48 OF SAID BLOCK 4; THENCE ALONG THE WESTERLY LINE OF SAID LOT 48, S00°02'40"E A DISTANCE OF 3.21 FEET; THENCE DEPARTING THE WESTERLY LINE OF SAID LOT 48, S89°56'07"W A DISTANCE OF 15.00 FEET, TO A POINT ON THE EASTERLY LINE OF LOT 3 OF SAID BLOCK 4; THENCE DEPARTING SAID EASTERLY LINE OF LOT 3, S89°56'07"W A DISTANCE OF 125.07 FEET, TO A POINT ON THE WESTERLY LINE OF LOT 3 OF SAID BLOCK 4 ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MONROE ST.; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) N00°02'40"W A DISTANCE OF 58.97 FEET; 2) THENCE N00°00'11"E A DISTANCE OF 86.37 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S89°58'22"E A DISTANCE OF 125.07 FEET; 2) THENCE S89°58'22"E A DISTANCE OF 15.00 FEET; 3) THENCE S89°58'22"E A DISTANCE OF 125.07 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH GARFIELD ST. THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S00°00'04"E A DISTANCE OF 85.77 FEET; 2) THENCE S00°02'40"E A DISTANCE OF 55.94 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

BEARINGS ARE BASED ON AN ASSUMED BEARING OF S00°02'40"E ALONG THE EASTERLY LINE OF BLOCK 4, BURNSDALE BETWEEN THE NORTHEAST CORNER OF LOT 50 AND THE NORTHEAST CORNER OF LOT 44 AND BEING MONUMENTED BY A FOUND 17 FOOT OFFSET CHISELED CROSS AT THE NORTHEAST CORNER OF LOT 50 AND A FOUND 17 FOOT CHISELED CROSS AT THE NORTHEAST CORNER OF LOT 44.

CMX-5:

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING A PORTION OF BLOCK 49, BURLINGTON CAPITOL HILL TOGETHER WITH THE ALLEY IN SAID BLOCK 49 AND ALSO THE SOUTHERLY LINE AS DEFINED BY A 40 FOOT OFFSET FROM THE BACK OF CURB ALONG EAST ALAMEDA AVE. LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 10 OF SAID BLOCK 49, BURLINGTON CAPITOL HILL ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH GARFIELD ST. AND ALSO THE SOUTHERLY RIGHT OF WAY LINE OF EAST ALAMEDA AVE.; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE  $S00^{\circ}00'04''E$  A DISTANCE OF 28.38 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1)  $N89^{\circ}58'22''W$  A DISTANCE OF 125.07 FEET; 2) THENCE  $N89^{\circ}58'22''W$  A DISTANCE OF 15.00 FEET; 3) THENCE  $N89^{\circ}58'22''W$  A DISTANCE OF 125.07 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MONROE ST.; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE  $N00^{\circ}00'11''E$  A DISTANCE OF 28.38 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE EAST ALAMEDA AVE. ; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1)  $S89^{\circ}58'22''E$  A DISTANCE OF 125.07 FEET; 2) THENCE  $S89^{\circ}58'22''E$  A DISTANCE OF 15.00 FEET; 3) THENCE  $S89^{\circ}58'22''E$  A DISTANCE OF 125.06 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH GARFIELD ST. ALSO BEING THE POINT OF BEGINNING

BASIS OF BEARINGS

BEARINGS ARE BASED ON AN ASSUMED BEARING OF  $S00^{\circ}02'40''E$  ALONG THE EASTERLY LINE OF BLOCK 4, BURNSDALE BETWEEN THE NORTHEAST CORNER OF LOT 50 AND THE NORTHEAST CORNER OF LOT 44 AND BEING MONUMENTED BY A FOUND 17 FOOT OFFSET CHISELED CROSS AT THE NORTHEAST CORNER OF LOT 50 AND A FOUND 17 FOOT CHISELED CROSS AT THE NORTHEAST CORNER OF LOT 44.



**Land Title Guarantee Company**  
**CUSTOMER DISTRIBUTION**

**Date:** 08-16-2013

**Our Order Number:** ABB70388794

**Property Address:**

3600 E ALAMEDA AVE DENVER CO 80209

JIM COWPERTHWAITE  
378 S PONTIAC WAY  
DENVER, CO 80224  
Attn: JIM COWPERTHWAITE  
Phone: 303-355-3957  
Copies: 1  
EMail: JIMCOWPERTHWAITE@GMAIL.COM  
Sent Via EMail

**If you have any inquiries or require further assistance, please contact** \_\_\_\_\_ Commercial Title Dept.

**Phone:** 303-850-4130      **Fax:** 303-393-4826

**Form DELIVERY.LP**

### PROPERTY INFORMATION BINDER

Our Order No. ABB70388794

Liability: \$50,000.00

Fee: \$500.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
a Corporation, herein called the Company,

#### GUARANTEES

JIM COWPERTHWAITE

herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of August 05, 2013 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

RACHEL L. HALLACK TRUST

2. The estate or interest in the land hereinafter described or referred to covered by this Binder is:

A Fee Simple

**Land Title Guarantee Company**  
**Representing Old Republic National Title Insurance Company**

3. The land referred to in this Binder is situated in the State of Colorado, County of DENVER described as follows:

PARCEL A:

LOTS 1 THROUGH 10 INCLUSIVE, BLOCK 49, BURLINGTON CAPITOL HILL ADDITION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

LOTS 49 AND 50, BLOCK 4, BURNSDALE, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

4. The following documents affect the land:

1. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED MAY 12, 1987 UNDER RECEPTION NO. 130984.
2. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE #290, SERIES 1987 RECORDED JUNE 17, 1987 UNDER RECEPTION NO. 147273.
3. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED JULY 07, 1987 UNDER RECEPTION NO. 155991.
4. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MAY 18, 1990, UNDER RECEPTION NO. 43865 AND AMENDED AND RESTATED RECORDED MAY 21, 1990 UNDER RECEPTION NO. 44135.

Land Title Guarantee Company  
Representing Old Republic National Title Insurance Company

**4. The following documents affect the land: (continued)**

5. THE AFFECT OF APPLICATION TO AMEND THE BOUNDARIES OF A DESIGNATED LOT RECORDED MAY 25, 1990, UNDER RECEPTION NO. 45546.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

# Property Information Binder

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

### 2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

### 3. Prosecution of Actions

- (a) The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

### 4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time herinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

### 5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

**6. Limitation of Liability - Payment of Loss**

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

**7. Subrogation Upon Payment or Settlement**

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

**8. Binder Entire Contract**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**9. Notices. Where Sent**

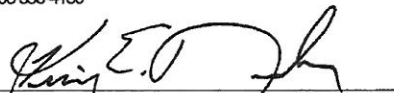
All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

**10. Arbitration**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

**ANTI-FRAUD STATEMENT:** 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. This anti-fraud statement is affixed and made a part of this policy.

Issued through the Office of:  
LAND TITLE GUARANTEE COMPANY  
3033 E 1ST AVE #600  
DENVER CO 80206  
303-850-4130

  
Authorized Signature



  
Mark Ellbrey  
President

  
Fande Yeager  
Secretary





**First American Title Insurance Company - NCS**  
**1125 17th Street, Suite 750**  
**Denver, Colorado 80202**  
Phone: **(303)876-1112** Fax: **(877)235-9185**

**DATE:** December 17, 2013  
**FILE NUMBER:** NCS-644734-CO  
**PROPERTY ADDRESS:** , Denver, CO  
**OWNER/BUYER:** /  
**YOUR REFERENCE NUMBER:**  
**ASSESSOR PARCEL NUMBER:**

**PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:**

**Transmittal:**

**Revision No.:**

**Schedule A:**

**Schedule B - Section 1 Requirements:**

**Schedule B - Section 2 Exceptions:**

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

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**To:** **Otten Johnson Robinson Neff + Ragonetti PC**  
**950 Seventeenth Street Suite 1600**  
**Denver Colorado 80202**

**ATTN:** **Amy K. Hanson**  
**PHONE:** **(303)575-7563**  
**MOBILE:**  
**FAX:** **(303)825-6525**  
**E-MAIL:** **ahansen@ottenjohnson.com**  
**DELIVERY:** **E-MAIL**

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**To:** **Mayer Brown LLP**  
**71 S. Wacker Drive**  
**Chicago, IL 60606**

**ATTN:** **Jade Earl Newburn**  
**PHONE:** **(312) 701 8985**  
**MOBILE:**  
**FAX:** **(312) 706 8377**  
**E-MAIL:** **jnewburn@mayerbrown.com**  
**DELIVERY:** **E-MAIL**

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**To:** **Sweetbaum Sands Anderson PC**  
**1125 17th St # 2100**  
**Denver, CO 80202**

**ATTN:** **Fred Lewis**  
**PHONE:** **(303)296-3377**  
**MOBILE:**  
**FAX:** **(303)296-7343**  
**E-MAIL:** **flewis@sweetbaumsands.com**  
**DELIVERY:** **E-MAIL**

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**To:** 3575 LLC  
3575 Cherry Creek North Drive  
Denver, CO 80209

**ATTN:** Diane Wallach  
**PHONE:** (303)321-6900  
**MOBILE:**  
**FAX:** (303)321-8080  
**E-MAIL:** dwallach@codycos.com  
**DELIVERY:** E-MAIL

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**To:** Martin/Martin, Inc.  
12499 W. Colfax Ave.  
Lakewood, CO 80215

**ATTN:** Patrick F. Horn, PE, CFM  
**PHONE:** (303)431-6100 Ext. 320  
**MOBILE:**  
**FAX:** (303) 456-9923  
**E-MAIL:** PHORN@martinmartin.com  
**DELIVERY:** E-MAIL

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**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 750  
Denver, Colorado 80202

**TITLE OFFICER:** Mej Ellsworth

**PHONE:** (303)876-1112  
**FAX:** (877)235-9185  
**E-MAIL:** mellsworth@firstam.com  
**DELIVERY:** E-MAIL

---

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 750  
Denver, CO 80202

**ESCROW OFFICER:** Mej Ellsworth

**PHONE:** (303)876-1112  
**FAX:** (877)235-9185  
**E-MAIL:** mellsworth@firstam.com  
**DELIVERY:** E-MAIL

---

**To:** SmithJones Parnters LLC  
360 South Monroe Street, Suite 600  
Denver, CO 80209

**ATTN:** W. Robert Smith  
**PHONE:** (303)242-5856  
**MOBILE:**  
**FAX:**  
**E-MAIL:** bobby@wrobertsmith.com  
**DELIVERY:** E-MAIL

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**To:**

**ATTN:** Jeffry Jones  
**PHONE:**  
**MOBILE:**  
**FAX:**  
**E-MAIL:** jeffryjones5280@gmail.com

**DELIVERY: E-MAIL**

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**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

First American Title Insurance Company, a California 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.

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.

First American Title Insurance Company



Dennis J. Gilmore  
President



Timothy Kemp  
Secretary



**COMMITMENT FOR TITLE INSURANCE FORM**  
**SCHEDULE A**

1. Effective Date: December 06, 2013 at 5:00 p.m.
  - a. ALTA Owner's Policy (06-17-06) \$0.00  
  
Proposed Insured:  
A Purchaser To Be Determined
  - b. ALTA Loan Policy (06-17-06) \$0.00  
  
Proposed Insured:  
A Lender To Be Determined
  
2. The estate or interest in the Land described or referred to in this Commitment is:  
  
Fee Simple
  
3. Title to the estate or interest in the Land is at the Effective Date vested in:  
  
3575 LLC, a Colorado limited liability company
  
4. The Land referred to in this Commitment is described as follows:  
  
**See Exhibit "A" attached hereto and made a part hereof**  
  
For informational purposes only:   vacant land  
  Denver, Colorado

**EXHIBIT A**

Commitment No.: NCS-644734-CO

The land referred to in Schedule A is situated in the County of Denver, State of Colorado and is described as follows:

Lots 1, 2 and the North 38 1/2 inches of Lot 3, Block 4,  
Burnsdale,  
City and County of Denver,  
State of Colorado.

For informational purposes only: APN: 05131040430000



**COMMITMENT FOR TITLE INSURANCE FORM**  
**SCHEDULE B**  
**SECTION ONE**  
**REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.
4. Recordation of a Warranty Deed satisfactory to the Company, from 3575 LLC, a Colorado limited liability company, vesting fee simple title in and to A Purchaser To Be Determined.
5. Receipt by the Company of the following documentation for 3575 LLC, a Colorado limited liability company:  

Operating Agreement, and all amendments thereto, if any.
6. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by 3575 LLC, a Colorado limited liability company.
7. Receipt by the Company of an ALTA/ACSM Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.

NOTE: This commitment is subject to further requirements and/or exceptions upon disclosure to the Company of the identity of the proposed insured purchaser.

**COMMITMENT FOR TITLE INSURANCE FORM**  
**SCHEDULE B**  
**SECTION TWO**  
**EXCEPTIONS**

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are 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 in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. This item has been intentionally deleted.
7. Restrictions pertaining to the preservation of mountain views and building height restrictions as contained in Ordinance No. 60, Series of 1968, recorded March 14, 1968 in Book 9854 at Page 231, and in Ordinance No. 357, Series of 1968, recorded December 4, 1968 at Reception No. 76566, and in Ordinance No. 436, Series of 1969, recorded January 6, 1969 in Book 9975 at Page 351, and in Ordinance No. 442, Series of 1972, recorded July 30, 1973 in Book 738 at Page 127.
8. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement to Convey Land in Exchange for Parking Easement recorded March 13, 2001 at Reception No. 2001036055.  
  
NOTE: Amendments in connection therewith recorded March 18, 2003 at Reception No. 2003047170, August 3, 2004 at Reception No. 2004160355, February 1, 2006 at Reception No. 2006020309, and January 28, 2008 at Reception No. 2008010862.
9. Terms, conditions, provisions, obligations and agreements as set forth in the Special Warranty Deed with Reverter Clause recorded April 3, 2001 at Reception No. 2001048210.
10. Ordinance No. 860 Series of 2001, for zoning, recorded October 23, 2001 at Reception No. 2001179836.

First American Title Insurance Company

11. Terms, conditions, provisions, obligations and agreements as set forth in the Recording of Waivers recorded October 29, 2001 at Reception No. 2001183809.
12. Terms, conditions, provisions, obligations and agreements as set forth in the Map Amendment Findings recorded October 29, 2001 at Reception No. 2001183814.

NOTE: Amendments in connection therewith recorded March 18, 2003 at Reception No. 2003047171, August 3, 2004 at Reception No. 2004160356, February 1, 2006 at Reception No. 2006020310, and January 28, 2008 at Reception No. 2008010863.

13. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Cross Easement Agreement recorded January 15, 2003 at Reception No. 2003009418.
14. Rights of tenants, as tenants only, under existing unrecorded leases.

**EXHIBIT B**  
**Statement of Charges**

ALTA Owner's Policy - 2006	\$ TBD
Tax Certification	\$

**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 acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other 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 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 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 <http://www.alta.org/>.



**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 that 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 nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of 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 federal 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 who 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 personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an 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 users 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.



**DISCLOSURE STATEMENT**

Pursuant to C.R.S 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1, 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 First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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 Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.

- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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 C.R.S, 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

**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.**