

REZONING GUIDE

Rezoning Application Page 1 of 4



Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Brad Winters	Representative Name	Matt Chiodini
Address	Arrow Capital LLC	Address	3003 Larimer Street
City, State, Zip		City, State, Zip	Denver, CO 80202
Telephone	858-205-9050	Telephone	303-956-9437
Email	brad@arrowcapllc.com	Email	mchiodini@ozarch.com
*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.	
SUBJECT PROPERTY INFORMATION			
Location (address):	1680 N. Sheridan Blvd. 1650 N. Sheridan Blvd. 1642 N. Sheridan Blvd. 1634 N. Sheridan Blvd.		
Assessor's Parcel Numbers:	1680 N. Sheridan Blvd: 02313-03-014-000 1650 N. Sheridan Blvd: 02313-03-004-000 1642 N. Sheridan Blvd: 02313-03-013-000 1634 N. Sheridan Blvd: 02313-03-005-000		
Area in Acres or Square Feet:	1680 N. Sheridan Blvd: 24,600± sq. ft. / 0.56± ac. 1650 N. Sheridan Blvd: 12,000± sq. ft. / 0.28± ac. 1642 N. Sheridan Blvd: 6,000± sq. ft. / 0.14± ac. 1634 N. Sheridan Blvd: 6,000± sq. ft. / 0.14± ac.		
Current Zone District(s):	1680 N. Sheridan Blvd: U-SU-C2 1650 N. Sheridan Blvd: U-SU-C2 1642 N. Sheridan Blvd: U-RH-3A 1634 N. Sheridan Blvd: U-RH-3A		
PROPOSAL			
Proposed Zone District:	U-RX-3		
PRE-APPLICATION INFORMATION			
In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services?	<input checked="" type="checkbox"/> Yes - State the contact name & meeting date <u>See attached 1600 Sheridan Block_CPD-Council Meetings</u> <input type="checkbox"/> No - Describe why not (in outreach attachment, see bottom of p. 3)		
Did you contact the City Council District Office regarding this application ?	<input checked="" type="checkbox"/> Yes - if yes, state date and method <u>See attached 1600 Sheridan Block_CPD-Council Meetings</u> <input type="checkbox"/> No - if no, describe why not (in outreach attachment, see bottom of p. 3)		

REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)

<p>General Review Criteria DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm and include sections in the review criteria narrative attachment</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 a review criteria narrative attachment describing how the requested zone district is consistent with the policies and recommendations found in each of the adopted plans below. Each plan should have its' own subsection.</p> <p>1. Denver Comprehensive Plan 2040</p> <p>In this section of the attachment, describe how the proposed map amendment is consistent with <i>Denver Comprehensive Plan 2040's</i> a) equity goals, b) climate goals, and c) any other applicable goals/strategies.</p> <p>2. Blueprint Denver</p> <p>In this section of the attachment, describe how the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in <i>Blueprint Denver</i>.</p> <p>3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable): West Colfax Plan (2006), West Area Plan</p>
<p>General Review Criteria: DZC Sec. 12.4.10.7. B & C</p> <p>Check boxes to the right to affirm and include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.</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>In the review criteria narrative attachment, please provide an additional section describing how the requested rezoning furthers the public health, safety and general welfare of the City.</p>
<p>Review Criteria for Non-Legislative Rezoning: DZC Sec. 12.4.10.8</p> <p>For Justifying Circumstances, check box and include a section in the review criteria narrative attachment.</p> <p>For Neighborhood Context, Purpose and Intent, check box and include a section in the review criteria narrative attachment.</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 of development created by the natural characteristics of the land, including, but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage;</p> <p><input checked="" type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="padding-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or,</p> <p style="padding-left: 20px;">b. A City adopted plan; or</p> <p style="padding-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (overlay Zone Districts) of this Code.</p> <p>In the review criteria narrative attachment, please provide an additional section describing the selected justifying circumstance. If the changing conditions circumstance is selected, describe changes since the site was last zoned. Contact your pre-application case manager if you have questions.</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>In the review criteria narrative attachment, please provide a separate section describing how the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.</p>

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REQUIRED ATTACHMENTS

Please check boxes below to affirm the following **required** attachments are submitted with this rezoning application:

- Legal Description of subject property(s). **Submit as a separate Microsoft Word document.** View guidelines at: <https://www.denvergov.org/content/denvergov/en/transportation-infrastructure/programs-services/right-of-way-survey/guidelines-for-land-descriptions.html>
- Proof of ownership document for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed, or (c) Title policy or commitment dated no earlier than 60 days prior to application date. If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.
- Review Criteria Narratives. See page 2 for details.

ADDITIONAL ATTACHMENTS (IF APPLICABLE)

Additional information may be needed and/or required. Please check boxes below identifying additional attachments provided with this application.

- Written narrative explaining reason for the request** (optional)
- Outreach documentation attachment(s).** Please describe any community outreach to City Council district office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors. If outreach was via email- please include email chain. If the outreach was conducted by telephone or meeting, please include contact date(s), names and a description of feedback received. If you have not reached out to the City Council district office, please explain why not. (optional - encouraged)
- Letters of Support.** If surrounding neighbors or community members have provided letters in support of the rezoning request, please include them with the application as an attachment (optional).
- Written Authorization to Represent Property Owner(s)** (if applicable)
- Individual Authorization to Sign on Behalf of a Corporate Entity** (e.g. if the deed of the subject property lists a corporate entity such as an LLC as the owner, this document is required.)
- Other Attachments.** Please describe below.

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PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/12/20	(A)	YES
Ricky E Lang	1680 Sheridan Blvd Denver, CO 80214	50%	DocuSigned by: <i>Ricky Lang</i> 1F2FFC37F7494B0...	5/17/2021		YES NO
David J. Weber	1650 Sheridan Blvd Denver, CO 80214	25%	DocuSigned by: <i>Dave Weber</i> 14AB23A10F564DC...	5/15/2021		YES
David J. Weber	1642 Sheridan Blvd Denver, CO 80214	12.5%	DocuSigned by: <i>Dave Weber</i> 14AB23A10F564DC...	5/15/2021		YES
Cory J. Manders	1634 N Sheridan Blvd Denver, CO 80214	12.5%	DocuSigned by: <i>Cory Manders</i> 9EC75337691C412...	5/17/2021		YES



RE: 1600 Sheridan Block Zone Map Amendment – Site Addresses

Site Address #1: 1680 N Sheridan Blvd
Owner: Ricky E Lang
Owner Address: 1680 Sheridan Blvd, Denver, CO 80214-3016
Parcel Size: 24,600 SF
Schedule Number: 02313-03-014-000
Legal Description:
Brinkhaus' Sloan Lake Add 2nd Flg B3 L1 to 8
Current Zone District: U-SU-C2
Proposed Zone District: U-RX-3

Site Address #2: 1650 N Sheridan Blvd
Owner: David J. Webb
Owner Address: 3034 W 24th Ave, Denver, CO 80211-4634
Parcel Size: 12,000 SF
Schedule Number: 02313-03-004-000
Legal Description:
Brinkhaus' Sloan Lake Add 2nd Flg B3 L9 to 12
Current Zone District: U-SU-C2
Proposed Zone District: U-RX-3

Site Address #3: 1642 N Sheridan Blvd
Owner: David J. Webb
Address: 1640 Sheridan Blvd, Lakewood, CO 80214-3016
Parcel Size: 6,000 SF
Schedule Number: 02313-03-013-000
Legal Description:
Brinkhaus' Sloan Lake Add 2nd Flg B3 L13 & 14
Current Zone District: U-RH-3A
Proposed Zone District: U-RX-3

Site Address #4: 1634 N Sheridan Blvd
Owner: Cory J. Manders
Owner Address: 98 Wadsworth Blvd, Lakewood, CO 80226-1553
Parcel Size: 6,000 SF
Schedule Number: 02313-03-005-000
Legal Description:
Brinkhaus' Sloan Lake Add 2nd Flg B3 L15 & 16
Current Zone District: U-RH-3A
Proposed Zone District: U-RX-3



RE: 1600 Sheridan Block Zone Map Amendment – Attachment Exhibit

Application:

1600 Sheridan Block_Application_Signed.pdf
1600 Sheridan Block_Attachment Exhibit.pdf

Ownership:

1600 Sheridan Block_Address Parcels.pdf
1680 Sheridan Ownership Authorization Letter.pdf
1650 Sheridan Ownership Authorization Letter.pdf
1642 Sheridan Ownership Authorization Letter.pdf
1634 Sheridan Ownership Authorization Letter.pdf
70687387_Commitment_revision_2 1634 Sheridan.pdf
70687387_Commitment_revision_2 1642 & 1650 Sheridan.pdf
70687387_Commitment_revision_2 1680 Sheridan.pdf

Supporting Documents:

1600 Sheridan Block_Zoning Narrative.pdf
1600 Sheridan Block_Zoning Presentation.pdf
1634-1680 Sheridan Blvd ISP - 20-250.pdf

Community Outreach

1600 Sheridan Block_Community Outreach Meetings
1600 Sheridan Block_Neighborhood Zoning Flyer.pdf
SLCG February 2021 newsletter Mail Chimp.pdf
1600 N Sheridan Block_Rezoning Letter of Support - Connor Lewis.pdf
1600 N Sheridan Block_Rezoning Letter of Support- Taylor Wafer.pdf

Cory J. Manders
98 Wadsworth Blvd
Lakewood, CO 80226-1553

Denver Community Planning & Development
201 W. Colfax Avenue, Dept. 205
Denver, CO 80202
rezoning@denvergov.org

Subject: 1634 Sheridan Property Owner Agent Representation Authorization

To Whom It May Concern:

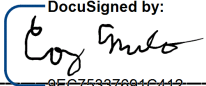
I/We, Cory Manders, am/are the legal owner(s) of the property located at:
1634 N. SHERIDAN BLVD.

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 3
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY & COUNTY OF
DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 15 AND 16 OF BLOCK 3 OF BRINKHAUS SLOAN LAKE ADDITION 2ND
FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
Schedule Number 02313-03-005-000.

I/We do hereby authorize, Matt Chiodini of OZ Architecture, and Brad Winters of Arrow Capital, to
prepare and sign application materials, and otherwise represent the property owner(s) and act as
agents on their behalf in order to obtain a Zone Map Amendment from the City of Denver for the
parcel referenced above. All costs incurred during this process shall be paid by the above listed
authorized agent(s) and will not be the responsibility of the Property Owner(s).

By my/our signature I/we hereby certify that all information provided is correct to the best of
my/our knowledge and that I/we have the authority to execute this consent form as the property
owner(s).

DocuSigned by:

By: _____
Property Owner - Signature

Cory Manders Cory Manders
Property Owner – Printed Name

5/17/2021
Date

David J. Weber
1642 Sheridan Blvd
Lakewood, CO 80214-3016

Denver Community Planning & Development
201 W. Colfax Avenue, Dept. 205
Denver, CO 80202
(720) 865-2974
rezoning@denvergov.org

Subject: 1642 Sheridan Property Owner Agent Representation Authorization

To Whom It May Concern:

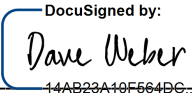
I, David Weber, am/are the legal owner(s) of the property located at:
1642 N. SHERIDAN BLVD.

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY & COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 13 AND 14 OF BLOCK 3 OF BRINKHAUS SLOAN LAKE ADDITION 2ND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
Schedule Number 02313-03-013-000.

I/We do hereby authorize, Matt Chiodini of OZ Architecture, and Brad Winters of Arrow Capital, to prepare and sign application materials, and otherwise represent the property owner(s) and act as agents on their behalf in order to obtain a Zone Map Amendment from the City of Denver for the parcel referenced above. All costs incurred during this process shall be paid by the above listed authorized agent(s) and will not be the responsibility of the Property Owner(s).

By my/our signature I/we hereby certify that all information provided is correct to the best of my/our knowledge and that I/we have the authority to execute this consent form as the property owner(s).

DocuSigned by:

By: _____
14AB23A10F564DC...
Property Owner - Signature

David Weber Dave weber
Property Owner – Printed Name

5/15/2021
Date

David J. Weber
3034 W 24th Ave
Denver, CO 80211-4634

Denver Community Planning & Development
201 W. Colfax Avenue, Dept. 205
Denver, CO 80202
(720) 865-2974
rezoning@denvergov.org

Subject: 1650 Sheridan Property Owner Agent Representation Authorization

To Whom It May Concern:

I/We, David Weber, am/are the legal owner(s) of the property located at:
1650 N. SHERIDAN BLVD.

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 3
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY & COUNTY OF
DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 9 THROUGH 12, INCLUSIVE, OF BLOCK 3 OF BRINKHAUS SLOAN LAKE
ADDITION 2ND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO
Schedule Number 02313-03-004-000.

I/We do hereby authorize, Matt Chiodini of OZ Architecture, and Brad Winters of Arrow Capital, to
prepare and sign application materials, and otherwise represent the property owner(s) and act as
agents on their behalf in order to obtain a Zone Map Amendment from the City of Denver for the
parcel referenced above. All costs incurred during this process shall be paid by the above listed
authorized agent(s) and will not be the responsibility of the Property Owner(s).

By my/our signature I/we hereby certify that all information provided is correct to the best of
my/our knowledge and that I/we have the authority to execute this consent form as the property
owner(s).

By: 

14AB23A10F564DC...
Property Owner - Signature

David Weber Dave weber
Property Owner – Printed Name

5/15/2021
Date

Ricky E Lang
1680 Sheridan Blvd
Denver, CO 80214-3016

Denver Community Planning & Development
201 W. Colfax Avenue, Dept. 205
Denver, CO 80202
(720) 865-2974
rezoning@denvergov.org

Subject: 1680 Sheridan Property Owner Agent Representation Authorization

To Whom It May Concern:

I, Ricky E Lang, am the legal owner of the property located at:
1680 N. SHERIDAN BLVD.

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 3
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY & COUNTY OF
DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 1 THROUGH 8, INCLUSIVE, OF BLOCK 3 OF BRINKHAUS SLOAN LAKE
ADDITION 2ND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
Schedule Number 02313-03-014-000.

I do hereby authorize, Matt Chiodini of OZ Architecture, and Brad Winters of Arrow Capital, to
prepare and sign application materials, and otherwise represent the property owner(s) and act as
agents on their behalf in order to obtain a Zone Map Amendment from the City of Denver for the
parcel referenced above. All costs incurred during this process shall be paid by the above listed
authorized agent(s) and will not be the responsibility of the Property Owner(s).

By my/our signature I/we hereby certify that all information provided is correct to the best of
my/our knowledge and that I/we have the authority to execute this consent form as the property
owner(s).

By: DocuSigned by:
Ricky Lang
1F2FFC37F7494B0...
Property Owner - Signature

Ricky E Lang Ricky Lang
Property Owner – Printed Name

5/17/2021
Date



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **K70687368-2**

Date: **02/05/2021**

Property Address: **1634 SHERIDAN BOULEVARD, DENVER, CO 80214**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Katherine C. Talcott
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6229 (Work)
(303) 393-4926 (Work Fax)
ktalcott@ltgc.com
Company License: CO44565

Closer's Assistant

Ali Noack
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6243 (Work)
(303) 393-3998 (Work Fax)
anoack@ltgc.com
Company License: CO44565

For Title Assistance

Land Title Residential Title Team
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4141 (Work)
(303) 393-4823 (Work Fax)
response@ltgc.com

ARROW CAPITAL, LLC AND/OR ASSIGNS
Attention: RYAN LANTZ
Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK
Attention: MACKENZIE WALKER
1800 LARIMER ST #1700
DENVER, CO 80202
(303) 260-4482 (Cell)
(303) 892-1111 (Work)
(303) 892-6338 (Work Fax)
mackenzie.walker@ngkf.com
Delivered via: Electronic Mail

ARROW CAPITAL, LLC AND/OR ASSIGNS
Attention: BRAD WINTERS
(858) 205-9050 (Work)
brad@arrowcapllc.com
Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK
Attention: CHRIS COWAN
1800 LARIMER ST #1700
DENVER, CO 80202
(303) 260-4419 (Work)
(303) 892-6338 (Work Fax)
chris.cowan@ngkf.com
Delivered via: Electronic Mail

CORY MANDERS
Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK
Attention: BRYON STEVENSON
1800 LARIMER ST #1700
DENVER, CO 80202
(847) 400-4478 (Cell)
(303) 260-4483 (Work)
(303) 892-6338 (Work Fax)
bryon.stevenson@ngkf.com
Delivered via: Electronic Mail

ANNMARIE MANDERS
Attention: ANNMARIE MANDERS
(970) 281-9011 (Work)
annmarie.manders@anthem.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: MINDY HUMPHREY
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 618-6569 (Cell)
(303) 331-6274 (Work)
(303) 393-4912 (Work Fax)
mhumphrey@ltgc.com
Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK
Attention: CORI ECHEVARRIA
1800 LARIMER ST #1700
DENVER, CO 80202
(303) 892-1111 (Work)
cori.echevarria@ngkf.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **K70687368-2** Date: **02/05/2021**
Property Address: **1634 SHERIDAN BOULEVARD, DENVER, CO 80214**
Parties: **ARROW CAPITAL, LLC , A COLORADO LIMITED LIABILITY COMPANY**
CORY J. MANDERS

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)	\$2,118.00
Tax Certificate	\$26.00
	Total \$2,144.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

[Denver county recorded 08/15/2003 under reception no. 2003171320](#)

Plat Map(s):

[Denver county recorded 04/18/1889 at book 7 page 36A](#)

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number: K70687368-2

Property Address:

1634 SHERIDAN BOULEVARD, DENVER, CO 80214

1. Effective Date:

12/01/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)

\$585,000.00

Proposed Insured:

ARROW CAPITAL, LLC , A COLORADO LIMITED LIABILITY COMPANY

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

A FEE SIMPLE

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

CORY J. MANDERS

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

LOTS 15 AND 16, BLOCK 3, BRINKHAUS SLOAN LAKE ADDITION 2ND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part I
(Requirements)

Order Number: K70687368-2

All of the following Requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED NOVEMBER 21, 2011 FROM CORY J. MANDERS AND ANN MARIE MANDERS TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF DENVER COMMUNITY FEDERAL CREDIT UNION TO SECURE THE SUM OF \$11,000.00 RECORDED DECEMBER 15, 2011, UNDER RECEPTION NO. [2011141929](#).

NOTE: THE ABOVE DEED OF TRUST SECURES A LINE OF CREDIT.

2. WRITTEN INSTRUCTIONS AUTHORIZING LAND TITLE TO PREPARE A STATEMENT OF AUTHORITY FOR ARROW CAPITAL, LLC , A COLORADO LIMITED LIABILITY COMPANY, STATING UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY; OR, A DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF ARROW CAPITAL, LLC , A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY.

NOTE: ANY STATEMENT OF AUTHORITY MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 38-30-172, C.R.S. AND BE RECORDED WITH THE CLERK AND RECORDER.

3. CERTIFICATE OF GOOD STANDING OF ARROW CAPITAL, LLC , A COLORADO LIMITED LIABILITY COMPANY, ISSUED BY THE SECRETARY OF STATE OF COLORADO.

NOTE: SAID ARROW CAPITAL, LLC , A COLORADO LIMITED LIABILITY COMPANY IS CURRENTLY LISTED AS NONCOMPLIANT IN SAID SECRETARY OF STATE RECORDS.

4. RECORDATION OF TERMINATION OF DEED RESTRICTION AND PROTECTIVE COVENANT.
5. WARRANTY DEED FROM CORY J. MANDERS TO ARROW CAPITAL, LLC , A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part I
(Requirements)

Order Number: K70687368-2

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: K70687368-2

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

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

The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.

8. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF DEED RESTRICTION AND PROTECTIVE COVENANT RECORDED SEPTEMBER 09, 2019 UNDER RECEPTION NO. [2019120643](#).



Commitment For Title Insurance Issued by Land Title Insurance Corporation

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 not 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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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

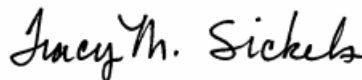
Land Title Insurance Corporation
 P.O.Box 5645
 Denver, Colorado 80217
 (303)331-6296



Senior Vice President



John E. Freyer, Jr., President



Tracy M. Sickels, Secretary



AMERICAN
 LAND TITLE
 ASSOCIATION



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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



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

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

PROPERTY ADDRESS: **1634 SHERIDAN BOULEVARD, DENVER, CO 80214**

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

Provider	Type of settlement service provided	Range of charges
Land Title Insurance Corporation	Owner's policy of title insurance	Rates are based on the amount of insurance coverage and other factors. Rates range from \$815 to \$2,737. Credits may be available.
Land Title Insurance Corporation	Loan policy of title insurance	Rates are based on the amount of insurance coverage and range from \$350 to \$550.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

Seller(s)

Buyer(s)

CORY J. MANDERS

ARROW CAPITAL, LLC , A COLORADO LIMITED LIABILITY COMPANY



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **K70687387-2**

Date: **02/05/2021**

Property Address: **1642 AND 1650 SHERIDAN BOULEVARD, DENVER, CO 80214**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Katherine C. Talcott
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6229 (Work)
(303) 393-4926 (Work Fax)
ktalcott@ltgc.com
Company License: CO44565

Closer's Assistant

Ali Noack
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6243 (Work)
(303) 393-3998 (Work Fax)
anoack@ltgc.com
Company License: CO44565

For Title Assistance

Land Title Residential Title Team
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4141 (Work)
(303) 393-4823 (Work Fax)
response@ltgc.com

ARROW CAPITAL, LLC, A COLORADO LIMITED
LIABILITY COMPANY
Attention: RYAN LANTZ
Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK
Attention: CORI ECHEVARRIA
1800 LARIMER ST #1700
DENVER, CO 80202
(303) 892-1111 (Work)
(303) 892-6338 (Work Fax)
cori.echevarria@ngkf.com
Delivered via: Electronic Mail

ELIZABETH MANKAMYER, ESQ.
emankamyer@mankamyelaw.com
Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK
Attention: MACKENZIE WALKER
1800 LARIMER ST #1700
DENVER, CO 80202
(303) 260-4482 (Cell)
(303) 892-1111 (Work)
(303) 892-6338 (Work Fax)
mackenzie.walker@ngkf.com
Delivered via: Electronic Mail

WATTERSON LAW
Attention: RUSS WATTERSON
RUSS@WATTERSONLAW.COM
Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK
Attention: CHRIS COWAN
1800 LARIMER ST #1700
DENVER, CO 80202
(303) 260-4419 (Work)
(303) 892-6338 (Work Fax)
chris.cowan@ngkf.com
Delivered via: Electronic Mail

ARROW CAPITAL, LLC AND/OR ASSIGNS

Attention: BRAD WINTERS

(858) 205-9050 (Work)

brad@arrowcapllc.com

Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK

Attention: BRYON STEVENSON

1800 LARIMER ST #1700

DENVER, CO 80202

(847) 400-4478 (Cell)

(303) 260-4483 (Work)

(303) 892-6338 (Work Fax)

bryon.stevenson@ngkf.com

Delivered via: Electronic Mail

DAVID WEBER AKA DAVID J. WEBER

Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY

Attention: MINDY HUMPHREY

3033 EAST FIRST AVENUE SUITE 600

DENVER, CO 80206

(303) 618-6569 (Cell)

(303) 331-6274 (Work)

(303) 393-4912 (Work Fax)

mhumphrey@ltgc.com

Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **K70687387-2** Date: **02/05/2021**
Property Address: **1642 AND 1650 SHERIDAN BOULEVARD, DENVER, CO 80214**
Parties: **ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY**
DAVID WEBER AKA DAVID J. WEBER

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)	\$2,814.00
Reissue Rate	
Tax Certificate 2 PARCELS	\$52.00
	Total \$2,866.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

[Denver county recorded 06/18/2002 under reception no. 2002108453](#)

[Denver county recorded 07/28/2005 under reception no. 2005125855](#)

Plat Map(s):

[Denver county recorded 04/18/1889 at book 7 page 36A](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: K70687387-2

Property Address:

1642 AND 1650 SHERIDAN BOULEVARD, DENVER, CO 80214

1. Effective Date:

12/01/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) Reissue Rate

\$1,100,000.00

Proposed Insured:

ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A FEE SIMPLE

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

DAVID WEBER AKA DAVID J. WEBER

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

PARCEL A:

LOTS 9, 10, 11 AND 12, BLOCK 3, BRINKHAUS SLOAN LAKE ADDITION 2ND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

LOTS 13 AND 14, BLOCK 3, BRINKHAUS SLOAN LAKE ADDITION 2ND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: K70687387-2

All of the following Requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED FEBRUARY 05, 2016 FROM DAVID WEBER TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR NATIONSTAR MORTGAGE LLC, DBA GREENLIGHT LOANS TO SECURE THE SUM OF \$210,000.00 RECORDED FEBRUARY 10, 2016, UNDER RECEPTION NO. [2016016309](#).

(AFFECTS PARCEL A)

2. RELEASE OF DEED OF TRUST DATED APRIL 05, 2016 FROM DAVID J. WEBER TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF FIRSTBANK TO SECURE THE SUM OF \$225,000.00 RECORDED APRIL 20, 2016, UNDER RECEPTION NO. [2016050969](#).

(AFFECTS PARCEL B)

3. CERTIFICATE OF GOOD STANDING OF ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, ISSUED BY THE SECRETARY OF STATE OF COLORADO.

NOTE: SAID ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY IS CURRENTLY LISTED AS NON-COMPLIANT IN SAID SECRETARY OF STATE RECORDS.

4. RECORDATION OF TERMINATION OF DEED RESTRICTION AND PROTECTIVE COVENANT.

5. WRITTEN INSTRUCTIONS AUTHORIZING LAND TITLE TO PREPARE A STATEMENT OF AUTHORITY FOR ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, STATING UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY; OR, A DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY.

NOTE: ANY STATEMENT OF AUTHORITY MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 38-30-172, C.R.S. AND BE RECORDED WITH THE CLERK AND RECORDER.

6. WARRANTY DEED FROM DAVID WEBER AKA DAVID J. WEBER TO ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: K70687387-2

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: K70687387-2

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

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

The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.

8. TERMS, CONDITIONS AND PROVISIONS OF DEED RESTRICTION AND PROTECTIVE COVENANT RECORDED SEPTEMBER 08, 2019 AT RECEPTION NO. [2019120643](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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



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

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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



Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **K70687387-2**

Date: **02/05/2021**

Property Address: **1642 AND 1650 SHERIDAN BOULEVARD, DENVER, CO 80214**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Katherine C. Talcott
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6229 (Work)
(303) 393-4926 (Work Fax)
ktalcott@ltgc.com
Company License: CO44565

Closer's Assistant

Ali Noack
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6243 (Work)
(303) 393-3998 (Work Fax)
anoack@ltgc.com
Company License: CO44565

For Title Assistance

Land Title Residential Title Team
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4141 (Work)
(303) 393-4823 (Work Fax)
response@ltgc.com

ARROW CAPITAL, LLC, A COLORADO LIMITED
LIABILITY COMPANY
Attention: RYAN LANTZ
Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK
Attention: CORI ECHEVARRIA
1800 LARIMER ST #1700
DENVER, CO 80202
(303) 892-1111 (Work)
(303) 892-6338 (Work Fax)
cori.echevarria@ngkf.com
Delivered via: Electronic Mail

ELIZABETH MANKAMYER, ESQ.
emankamyer@mankamyelaw.com
Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK
Attention: MACKENZIE WALKER
1800 LARIMER ST #1700
DENVER, CO 80202
(303) 260-4482 (Cell)
(303) 892-1111 (Work)
(303) 892-6338 (Work Fax)
mackenzie.walker@ngkf.com
Delivered via: Electronic Mail

WATTERSON LAW
Attention: RUSS WATTERSON
RUSS@WATTERSONLAW.COM
Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK
Attention: CHRIS COWAN
1800 LARIMER ST #1700
DENVER, CO 80202
(303) 260-4419 (Work)
(303) 892-6338 (Work Fax)
chris.cowan@ngkf.com
Delivered via: Electronic Mail

ARROW CAPITAL, LLC AND/OR ASSIGNS
Attention: BRAD WINTERS
(858) 205-9050 (Work)
brad@arrowcapllc.com
Delivered via: Electronic Mail

NEWMARK KNIGHT FRANK
Attention: BRYON STEVENSON
1800 LARIMER ST #1700
DENVER, CO 80202
(847) 400-4478 (Cell)
(303) 260-4483 (Work)
(303) 892-6338 (Work Fax)
bryon.stevenson@ngkf.com
Delivered via: Electronic Mail

DAVID WEBER AKA DAVID J. WEBER
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: MINDY HUMPHREY
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 618-6569 (Cell)
(303) 331-6274 (Work)
(303) 393-4912 (Work Fax)
mhumphrey@ltgc.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **K70687387-2** Date: **02/05/2021**
Property Address: **1642 AND 1650 SHERIDAN BOULEVARD, DENVER, CO 80214**
Parties: **ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY**
DAVID WEBER AKA DAVID J. WEBER

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)	\$2,814.00
Reissue Rate	
Tax Certificate 2 PARCELS	\$52.00
	Total \$2,866.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

[Denver county recorded 06/18/2002 under reception no. 2002108453](#)

[Denver county recorded 07/28/2005 under reception no. 2005125855](#)

Plat Map(s):

[Denver county recorded 04/18/1889 at book 7 page 36A](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: K70687387-2

Property Address:

1642 AND 1650 SHERIDAN BOULEVARD, DENVER, CO 80214

1. Effective Date:

12/01/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) Reissue Rate

\$1,100,000.00

Proposed Insured:

ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A FEE SIMPLE

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

DAVID WEBER AKA DAVID J. WEBER

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

PARCEL A:

LOTS 9, 10, 11 AND 12, BLOCK 3, BRINKHAUS SLOAN LAKE ADDITION 2ND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

LOTS 13 AND 14, BLOCK 3, BRINKHAUS SLOAN LAKE ADDITION 2ND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: K70687387-2

All of the following Requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED FEBRUARY 05, 2016 FROM DAVID WEBER TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR NATIONSTAR MORTGAGE LLC, DBA GREENLIGHT LOANS TO SECURE THE SUM OF \$210,000.00 RECORDED FEBRUARY 10, 2016, UNDER RECEPTION NO. [2016016309](#).

(AFFECTS PARCEL A)

2. RELEASE OF DEED OF TRUST DATED APRIL 05, 2016 FROM DAVID J. WEBER TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF FIRSTBANK TO SECURE THE SUM OF \$225,000.00 RECORDED APRIL 20, 2016, UNDER RECEPTION NO. [2016050969](#).

(AFFECTS PARCEL B)

3. CERTIFICATE OF GOOD STANDING OF ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, ISSUED BY THE SECRETARY OF STATE OF COLORADO.

NOTE: SAID ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY IS CURRENTLY LISTED AS NON-COMPLIANT IN SAID SECRETARY OF STATE RECORDS.

4. RECORDATION OF TERMINATION OF DEED RESTRICTION AND PROTECTIVE COVENANT.

5. WRITTEN INSTRUCTIONS AUTHORIZING LAND TITLE TO PREPARE A STATEMENT OF AUTHORITY FOR ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, STATING UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY; OR, A DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY.

NOTE: ANY STATEMENT OF AUTHORITY MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 38-30-172, C.R.S. AND BE RECORDED WITH THE CLERK AND RECORDER.

6. WARRANTY DEED FROM DAVID WEBER AKA DAVID J. WEBER TO ARROW CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: K70687387-2

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

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C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: K70687387-2

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

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

The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.

8. TERMS, CONDITIONS AND PROVISIONS OF DEED RESTRICTION AND PROTECTIVE COVENANT RECORDED SEPTEMBER 08, 2019 AT RECEPTION NO. [2019120643](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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



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

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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



Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Cory J. Manders
98 Wadsworth Blvd
Lakewood, CO 80226-1553

Denver Community Planning & Development
201 W. Colfax Avenue, Dept. 205
Denver, CO 80202
rezoning@denvergov.org

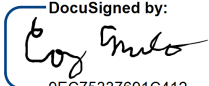
Subject: 1600 Sheridan Block Zone Map Amendment Property Owner Agent Representation Authorization

To Whom It May Concern:

I/We, Your Name, am/are the legal owner(s) of the property located at 1650 N Sheridan Boulevard known to the City of Denver as Brinkhaus' Sloan Lake Add 2nd Flg B3 L15 & 16, Schedule Number 02313-03-005-000.

I/We do hereby authorize, Matt Chiodini of OZ Architecture, and Brad Winters of Arrow Capital, to prepare and sign application materials, and otherwise represent the property owner(s) and act as agents on their behalf in order to obtain a Zone Map Amendment from the City of Denver for the parcel referenced above. All costs incurred during this process shall be paid by the above listed authorized agent(s) and will not be the responsibility of the Property Owner(s).

By my/our signature I/we hereby certify that all information provided is correct to the best of my/our knowledge and that I/we have the authority to execute this consent form as the property owner(s).

By:  _____
Property Owner - Signature

_____ Cory Manders
Property Owner – Printed Name

_____ 2/16/2021
Date

David J. Webb
1640 Sheridan Blvd
Lakewood, CO 80214-3016

Denver Community Planning & Development
201 W. Colfax Avenue, Dept. 205
Denver, CO 80202
(720) 865-2974
rezoning@denvergov.org

Subject: 1600 Sheridan Block Zone Map Amendment Property Owner Agent Representation Authorization

To Whom It May Concern:

I/We, Your Name, am/are the legal owner(s) of the property located at 1650 N Sheridan Boulevard known to the City of Denver as Brinkhaus' Sloan Lake Add 2nd Flg B3 L13 & 14, Schedule Number 02313-03-013-000.

I/We do hereby authorize, Matt Chiodini of OZ Architecture, and Brad Winters of Arrow Capital, to prepare and sign application materials, and otherwise represent the property owner(s) and act as agents on their behalf in order to obtain a Zone Map Amendment from the City of Denver for the parcel referenced above. All costs incurred during this process shall be paid by the above listed authorized agent(s) and will not be the responsibility of the Property Owner(s).

By my/our signature I/we hereby certify that all information provided is correct to the best of my/our knowledge and that I/we have the authority to execute this consent form as the property owner(s).

DocuSigned by:
Dave Weber
By: _____
14AB23A10F564DC...
Property Owner - Signature
Dave weber

2/16/2021

Property Owner – Printed Name

Date

Ricky E Lang
1680 Sheridan Blvd
Denver, CO 80214-3016

Denver Community Planning & Development
201 W. Colfax Avenue, Dept. 205
Denver, CO 80202
(720) 865-2974
rezoning@denvergov.org

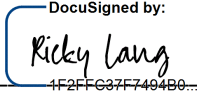
Subject: 1600 Sheridan Block Zone Map Amendment Property Owner Agent Representation Authorization

To Whom It May Concern:

I/We, Your Name, am/are the legal owner(s) of the property located at 1680 N Sheridan Boulevard known to the City of Denver as Brinkhaus' Sloan Lake Add 2nd Flg B3 L1 to 8, Schedule Number 02313-03-014-000.

I/We do hereby authorize, Matt Chiodini of OZ Architecture, and Brad Winters of Arrow Capital, to prepare and sign application materials, and otherwise represent the property owner(s) and act as agents on their behalf in order to obtain a Zone Map Amendment from the City of Denver for the parcel referenced above. All costs incurred during this process shall be paid by the above listed authorized agent(s) and will not be the responsibility of the Property Owner(s).

By my/our signature I/we hereby certify that all information provided is correct to the best of my/our knowledge and that I/we have the authority to execute this consent form as the property owner(s).

By: 
1F2FFC37F7494B0...
Property Owner - Signature

Ricky Lang
Property Owner – Printed Name

2/16/2021
Date

David J. Webb
3034 W 24th Ave
Denver, CO 80211-4634

Denver Community Planning & Development
201 W. Colfax Avenue, Dept. 205
Denver, CO 80202
(720) 865-2974
rezoning@denvergov.org

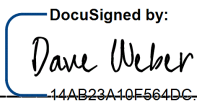
Subject: 1600 Sheridan Block Zone Map Amendment Property Owner Agent Representation Authorization

To Whom It May Concern:

I/We, Your Name, am/are the legal owner(s) of the property located at 1650 N Sheridan Boulevard known to the City of Denver as Brinkhaus' Sloan Lake Add 2nd Flg B3 L9 to 12, Schedule Number 02313-03-004-000.

I/We do hereby authorize, Matt Chiodini of OZ Architecture, and Brad Winters of Arrow Capital, to prepare and sign application materials, and otherwise represent the property owner(s) and act as agents on their behalf in order to obtain a Zone Map Amendment from the City of Denver for the parcel referenced above. All costs incurred during this process shall be paid by the above listed authorized agent(s) and will not be the responsibility of the Property Owner(s).

By my/our signature I/we hereby certify that all information provided is correct to the best of my/our knowledge and that I/we have the authority to execute this consent form as the property owner(s).

By:  _____
14AB23A10F564DC...

Property Owner - Signature

Dave weber

2/16/2021

Property Owner – Printed Name

Date



To: Sayre Brennan, Senior City Planner
Sayre.Brennan@denvergov.org

Date: February 17th, 2021

**RE: Application #PreApp_2020I-00168
1600 N Sheridan Block – Zone Lot Amendment Request**

Overview

This is an application for a zone map amendment for the properties located at 1680, 1650, 1642 and 1634 N. Sheridan Street in the City and County of Denver. The applicants have assembled a full city block bounded by W. Annie Place on the south, W 17th Avenue on the north, Sheridan Boulevard on the west, and the alley on the east, forthwith referred to as the 1600 N Sheridan Block.

We are requesting to rezone the 1600 N Sheridan Block from the current U-SU-C2 and U-RH-3A under the Denver Zoning Code, to U-RX-3 for consistency with the adopted plans. We are not requesting assemblage of the parcels or changes to the parcel lines as part of this application.

- Parcel #1: 1680 N Sheridan extends from the corner of W. 17th Ave. and Sheridan Blvd. (205'-0"x120'-0") approximately 24,600sf/0.56 Acres and is currently zoned U-SU-C2, which allows for urban houses with duplex and tandem houses on certain corner lots. The parcel consists of a 1 story single family house approximately 2,621 sf built in 1954.
- Parcel #2: 1650 N Sheridan is a mid-block parcel along Sheridan Blvd. (100'-0"x120'-0") approximately 12,000sf/0.28 Acres and is currently zoned U-SU-C2, which allows for urban house. The parcel consists of a 1 story single family house approximately 1,090 sf built in 1941.
- Parcel #3: 1642 N Sheridan is a mid-block parcel along Sheridan Blvd. (50'-0"x120'-0") approximately 6,000sf/0.14 Acres and is currently zoned U-RH-3A, which allows for urban house, duplex, tandem house of two and a half story row house. The parcel consists of a 1 story single family house approximately 1,713 sf built in 1954.
- Parcel #4: 1634 N Sheridan extends from the corner of W. Annie Place and Sheridan Blvd. (50'-0"x120'-0") approximately 6,000sf/0.14 Acres and is currently zoned U-RH-3A, which allows for urban house, duplex, tandem house of two and a half story row house. The parcel consists of a 1 story single family house approximately 828 sf built in 1925.
- The adjacent properties to the East between the alley and Zenobia Street consist of 5 large single-family houses with U-SU-C2 and U-RH-3A zoning, falling under the Protected District requirements for height setbacks. The adjacent southern property at W. Annie Place is currently being redeveloped to a single building with rowhomes. The adjacent properties along Sheridan on the west are the municipalities of Lakewood and Edgewater, consisting of low-scale multi-family buildings, regional commercial districts and several lots being developed to a large-scale multi-family building. The adjacent property to the North along West 17th Avenue is Sloan's Lake Park.



In recent years, this area of the city has been experiencing tremendous revitalization with projects such as: the St Anthony's redevelopment, the Edgewater Marketplace, multi-family condo/apartment projects along West Colfax Avenue and Sheridan Boulevard, the rehabilitation of historic brick bungalows, and the new townhome developments throughout the neighborhood. The site with its redevelopment of the streetscape along Sheridan Boulevard will connect to the future bike lane improvements planned for West 17th Avenue as part of Denver Moves enhancing safety and alternative transportation around the community.

The applicants have distributed flyers to the adjacent neighbors, hosted meetings with Councilwoman Amanda Sandoval, the Councilwoman's planning aide Naomi Grunditz, Senior Development Project Administrator Sarah Kaplan and West Area Plan manager Eugene Howard, receiving advice and support for proposed concepts. They have provided presentations to the Sloan's Lake Citizen's Group (SLCG), West Colfax Association of Neighbors (WeCAN), West Colfax Business Improvement District, Sloan's Lake Neighborhood Association (SLNA), and the Sloan's Lake Geriatrics and Geeks (SLUGGs) covering the active Registered Neighborhood Organizations in the area. We have received positive support for the rezone proposal at those meetings and several letters of support from the long-time residents have been submitted to CPD. The applicants will continue their open and honest communication with the community and neighborhood stakeholders throughout the rezoning process, continuing their active dialogue with the community after the rezone process is completed.

The West Area plan currently being developed envisions this to be low-medium scaled residential bordered by Arterial and Residential Collector streets with Sloan's Lake designated as a regional park. Additional height beyond the 3 stories request is not supported by the City planning documents and was rejected through previous attempts to rezone the site by the neighbors. They agreed the proposed concept of smaller buildings forming a strong urban edge along the major vehicular arteries allowing the site to serve as a buffer transition to lower density development to the East. Reduced parking was addressed in the community meetings with minimal support for reductions as the neighbors felt that not providing sufficient parking on-site would significantly increase parking on the narrow residential streets through this area.

The applicants are dedicated to building the major ROW infrastructure condition that the site lacks today, an established sidewalk along Sheridan Boulevard. There have been several recent fatal traffic incidents along this section of roadway, unfortunately illustrated by white wheelchairs lining the curb. This rezoning and development will dedicate a significant portion of ROW along the Sheridan Boulevard, constructing the 8'-0" tree lawn and the 8'-0" multi-modal sidewalk connection that is desperately needed. Improvements to the existing RTD station, ADA ramps, multimodal sidewalks along W 17th Avenue, tree lawn and detached sidewalk along W Annie Place, and re-construction of the alleyway to CPD standards will reintegrate an important gateway corner for Denver.

Prior to submitting the formal application, the applicants met with Andrew Johnston, the Housing Policy Officer with the office of Denver Economic Development & Opportunity, to review the application through the lenses of equity that are outlined in the Denver Comprehensive Plan 2040. The site contains only 4 single family homes occupied by a single homeowner and 3 renters, drastically reducing the concern for resident displacement as we add an additional upgraded studio, 1 and 2 bedroom units to the community. Several concepts to incentivize the addition of attainable housing were discussed with the RNO groups, including additional density and reduced parking ratios. The applicants have reviewed the Agreement to



Build Affordable Units however are unable to commit to the Agreement to Build Affordable Units due to required major infrastructure improvement cost and minimized density provided to respect the adjacent community. They will address the Affordable housing ordinance during the Site Development Plan per Denver municipal codes.

The request for a zone amendment per Section 12.4.10.7 for the 1600 N Sheridan Block is consistent with the citywide and area specific adopted plans in the following manner:

- l) **Comprehensive Plan 2040 (2019)** –The request for rezone aligns with the vision elements established in the plan by employing the following strategies:
 - a) **Equitable, Affordable and Inclusive**
 - *1.1, 1.2, 1.7* – The plan recommends for the increased development of housing units close to transit and mixed-use developments like the Sheridan and Colfax corridors. Multifamily residential development at the 1600 N Sheridan Block site will expand housing diversity for individuals and families in South Sloan’s Lake neighborhood by helping to create a greater mix of attainable housing options. The creation of more diverse housing options at this site that fit different budgets and needs will give residents greater access to stay and grow in the South Sloan’s Lake neighborhood over their lifetime. The site development will also include reestablishment of the sidewalks around the perimeter of the block that will further increase the accessible walkability within the neighborhood.
 - b) **Strong and Authentic Neighborhoods**
 - *2.1, 2.2, 2.8, 2.9* – Encouraging quality infill development that is consistent with the surrounding neighborhood will help to expand residential areas and create thoughtful transitions from the residential areas in the western part of the South Sloan’s Lake neighborhood. It will also contribute to the creation of a network of well-connected, vibrant, mixed-use centers and corridors that are safe and accessible with more populous areas and more eyes on the street. The applicants have made a commitment to continue clear and open communication with community and neighborhood groups throughout the rezone process. The 17th and Sheridan corner will establish a strong urban gateway to the neighborhood.
 - c) **Connected, Safe and Accessible Places**
 - *3.1, 3.3, 3.4, 3.6, 3.8, 3.9, 3.10* – Establishment of a full block streetscape with a continuous tree lawn and multi-modal sidewalk will promote the 1600 N Sheridan Block back into the neighborhood providing a safe travel corridor. The 1600 N Sheridan Block site is 0.2 miles from the West Colfax commercial corridor and its development will fulfil the need for higher density, transit-oriented development better connecting the South Sloan’s Lake neighborhood with the greater Denver region. The parcel size and geography allow for an efficient screened surface parking establishing a 0.8:1 parking ratio. The incentives to reduce parking will be further reviewed with a transportation management plan and the building proforma at the time of SDP to balance the neighborhood concerns for decreasing street parking and the Vision’s plan to promote multi-modal transportation centers. Future SDP plans anticipate enhancing the RTD station, integrating the 17th Street bicycle lanes and electric vehicle charging stations.



d) Economically Diverse and Vibrant

- 4.1, 4.2 – Residential development at 1600 N Sheridan Block will help to create the variety of housing opportunities necessary to attract a wide range of talent, entrepreneurs, and businesses to the South Sloan’s Lake neighborhood and West Colfax commercial corridors. The increase in the residential density of the neighborhood will also result in increased public transit usage and patronage for the neighborhood’s local businesses.

e) Environmentally Resilient

- 5.1, 5.2, 5.3, 5.6, 5.7, 5.8, 5.9 – We envision the 1600 N Sheridan Block incorporating several features to promote a thriving sustainable city by: creating quality infill development where infrastructure is already in place, focusing growth around regional commercial districts, and implementing green building practices throughout the project. Resiliency strategies include low albedo roofs, increase in tree canopy, inclusion of outdoor greenspace for water conservation, reduced water fixture demand, and compost waste recycling.

f) Healthy and Active

- 6.1 – The rezoning of this property will align with the strategies outlined in the plan by promoting walking on completed, accessible sidewalk networks connecting active outdoor use of Sloan’s Like Park to the neighborhood and enhancing the W 17th Avenue bike route. Additional residents in the area will strengthen the community’s appeal for greater food offerings and access to fresh food retailers in the adjacent commercial districts.

II) **Blueprint Denver (2019):** The request for rezone aligns with the vision elements established in the plan by employing the following strategies:

a) Land Use and Built Form

- *General Policies 1, 2, 3, 5, 6, 7, 8, 9, 10* – The plan recommends for zoning regulations to encourage higher-density in transit-rich areas and encourages the redevelopment of opportunity sites like underutilized urban corners. In addition to their conversations with Councilwoman Sandoval, the applicants have attended numerous RNO Planning and Development Committee community meetings over the past months to listen to their neighbors and get a better understanding of the wants and needs of the South Sloan’s Lake community as a whole.
- *Housing Policies 2, 7, 8* – A rezoning to U-RX-3 for the 1600 N Sheridan Block adheres to Blueprint Denver 2019’s recommendation that high-density residential areas are aligned near regional centers and have access to transit. This low-medium density site will serve as a buffer transition between the lower density U-SU-C2 one and two-story residential areas to the east and the high-volume traffic corridor, to the west. The site will not require extensive demolition, as there are limited existing single-family homes and its redevelopment under a U-RX-3 zoning will also help to diversify the housing options available in the South Sloan’s Lake neighborhood.
- *Economic Policy 2* – The inclusion of infill construction on this site will provide equitable access to the West Colfax Commercial corridor and the Edgewater commercial district, providing stable employment for potential renters.
- *Design Quality and Preservation Policies 3, 4, 5, 6* – The rezoning request will ensure that the surrounding residential neighborhood retains its unique character by adhering to Blueprint Denver’s stipulation that buildings in this area are generally 3 stories or less in height and are compatible with the adjacent buildings. The Sheridan Blvd building heights



are varied due to significant grade changes as the block slopes down from the south to the north falling to Sloan's Lake. The rezoning of this site as U-RX-3 will create continuity in the residential building heights being constructed along the Sheridan corridor and the site will serve as a transition to the residential area to the east. Blueprint Denver projects this area to grow 10% in jobs and 20% in housing by 2040. Creation of quality infill development at this site will allow for the South Sloan's Lake neighborhood to increase its residential density in the appropriate locations to accommodate for this projected growth. The site development of the 1600 N Sheridan Block will also include the reestablishment of sidewalks around the perimeter of the site that will serve to further increase the accessible walkability within the neighborhood ensuring an active pedestrian-friendly environment. These aspects together will combine to create the feeling of a more complete urban residential neighborhood corner.

b) Mobility

- *Policies 1, 2, 3, 4, 8* – The redevelopment of the sidewalk system at the site along Sheridan Blvd, W. 17th Ave, and W. Annie Place, will make the area more friendly to pedestrians and bikers alike. This plan will integrate the West 17th Ave as a bike route through the neighborhood. The re-creation of the sidewalk at the 1600 N Sheridan Block site will be key to helping provide a safe and comfortable pedestrian environment that connects neighborhood residents directly to Sloan's Lake Park recreational facilities and the West Colfax business corridor. The plan also recommends higher densities in and around the mobility centers and the U-RX-3 zoning would allow for the appropriate density to be created at the site.

c) Quality of Life Infrastructure

- *Policies 2, 3, 4, 5, 6* – We envision the redevelopment of the 1600 N Sheridan Block as incorporating environmentally-friendly development strategies in line with Blueprint Denver 2019's plan including: the creation of outdoor greenspace for water conservation, reduced water fixture demand, compost waste recycling, and increase in the urban tree canopy. These practices will ensure attractive streets and outdoor spaces, while helping to promote a thriving sustainable neighborhood and city.

III) West Colfax Plan (2006): The land use and circulation plan designate the 1600 N Sheridan Block as Main Street (2-5 stories) to include a range of housing types like street oriented small condominium and apartment buildings located near the transit corridors. The plan recommends creating a complete, transit-friendly neighborhood transitioning from low density single family to mixed and residential-uses serving as a buffer to the lower scale residential neighborhood.

The proposed zone map amendment will capitalize on the proximity to Downtown Denver as an urban residential neighborhood creating opportunities to add housing, adjacent to established commercial districts, while respecting the existing and newly developed housing across the street. Urban Design recommendations from the plan call for the reestablishment of streetscape features along the entire block as part of future redevelopments. These will serve to reconnect the neighborhood to the newly constructed transit center. Active uses along ground floor will increase eyes on the street and provide more neighborhood scaled amenities to the area.



It is noted that the map contains establishes this as the Pig 'N' Whistle Main Street District, with recommendations for buildings 65'-0" in height with mixed-uses at the ground floor. The discussions with the neighbors have reduced this request to 3 stories to maintain the character of the area while establishing strong urban corner as a Gateway to Sloan's Lake.

- IV) West Area Plan (In Progress - 2021): This on-going neighborhood plan was established to address the lack of small area plans that more finitely define the land use, built forms, mobility, and quality of life infrastructure for the area. We have engaged with the project manager Eugene Howard and our request meets the initial intent of community objectives that have been discussed. We will continue to address the specific requirements of the plans as they become adopted later this year.

The request for a zone map amendment for the 1600 N Sheridan Block per Section 12.4.10.8A - Justifying Circumstances meets all the requirements of Clause 3 and 4, Items:

a) *Further Public Health, Safety and Welfare*

- The dedication of ROW and establishment of a multi-modal sidewalk along Sheridan and 17th Street will address the primary concerns of the neighborhood by providing a safe pedestrian throughfare along a major vehicular route. The area has suffered from the hard urban edge along the corridor and several traffic related fatalities have been documented. Enhancements to the 17th Street bicycle corridor will further reinforce the equitable access to alternative means of transportation serve the neighborhood.

b) *Changed or Changing Conditions in a Particular Area*

- The conditions of the South Sloan's Lake neighborhood have changed drastically over the past few years. The creation of the residential district at the former St' Anthony's Hospital site has allowed the neighborhood to begin converting many of its formerly medical campus sites to higher density residential sites to allow for increased density near transit corridors. Recently nearby parcels along Sheridan Boulevard have been redeveloped to low-mid density projects serve as a transition between the lower residential density to the east.

c) *A City Adopted Plan*

- A rezoning designation of U-RX-3 on the 1600 N Sheridan Block site adheres to several of the city adopted planning visions for the area including: Blueprint Denver 2019's recommendation for zoning regulations to encourage higher-density in transit-rich areas and encouraging the redevelopment of opportunity sites. Denver Comprehensive Plan 2040's recommendation to encourage quality infill development that is consistent with the surrounding neighborhood, the West Colfax Plan 2006 that designates the 1600 N Sheridan Block as Main Street District (2-5 stories), and the ongoing West Area Plan by redeveloping urban street corners with higher density weaving them back into the residential neighborhoods.

Adopted plans recognize the increased density, mixed uses, strong urban design, and progressive mobility solutions for the area. We feel this request for a zone map amendment for the 1600 N Sheridan Block meets the following requirements per Section 12.4.10.8B - Consistency with Neighborhood Context Description, Zone Purpose and Intent:

a) Neighborhood Context

- Blueprint Denver 2019 designates the 1600 N Sheridan Block as Urban Neighborhood Context and a low-medium density residential area. Per the Denver Zoning Code, the Urban



Neighborhood Context is primarily characterized as small-scale multi-unit buildings, interspersed between single and two-unit residential buildings. The 1600 N Sheridan Block is an ideal site for a small-scale multi-unit building, as its location serves as a transition space between the single and two-unit residential buildings to the east. Any building development will have consistent front setbacks and orientation and the 3-story zoning will allow for the development of a low scale building that is in line with the Zoning Code and characteristics of the neighborhood. The recreation of the sidewalks and establishment of new tree lawns adheres to the Street, Block and Access Patterns under the Urban Neighborhood Context. This will help balance pedestrian, bicycle, and vehicle reliance with increased access to the Sloan's Lake Park from the Colfax Business Corridor.

b) Zone Purpose and Intent

- The Specific Intent of Residential Mixed Use -3 (U-RX-3), as defined by the Denver Zoning Code, applies to residentially dominated areas served primarily by collector and arterial streets where a building of 1 to 3 stories is desired. The streets surrounding the 1600 N Sheridan Block site are local collector streets in a residential area and a rezoning designation of U-RX-3 is being sought.

Thank you for considering this request for a Zone Map Amendment at the 1600 N Sheridan Block to further the city's planning efforts to transform this area into a vibrant city center neighborhood.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ryan Lantz'.

Ryan Lantz
Arrow Capital, LLC

A handwritten signature in black ink, appearing to read 'Matt Chiodini'.

Matt Chiodini
Designated Property Owner Representative | OZ Architecture

Improvement Survey Plat

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER ((SW 1/4) OF SECTION 31,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO

PROPERTY DESCRIPTION

LOTS 1-16, BLOCK 3 BRINKHAUS SLOAN LAKE ADDITION 2ND FILING
CITY OF DENVER,
STATE OF COLORADO.

TOTAL AREA OF SUBJECT PROPERTY IS ±48,675 SQUARE FEET OR ±1.117 ACRES OF LAND, MORE OR LESS.

ALSO KNOWN AS: 1634-1680 SHERIDAN BOULEVARD

BASIS OF BEARINGS

N 00°05'40" W A DISTANCE OF 2639.98', BEING THE BEARING OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, T.3S., R.68W. OF THE 6TH P.M. DEFINED AND MEASURED BETWEEN THE MONUMENTS FOUND AND SHOWN HEREON.

SURVEYOR'S NOTES

1. DATE OF FIELD WORK COMPLETION: OCTOBER 30, 2020.

2. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

3. THIS SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES AS NAMED IN THE CERTIFICATE AS SHOWN HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED ENTITY OR PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.

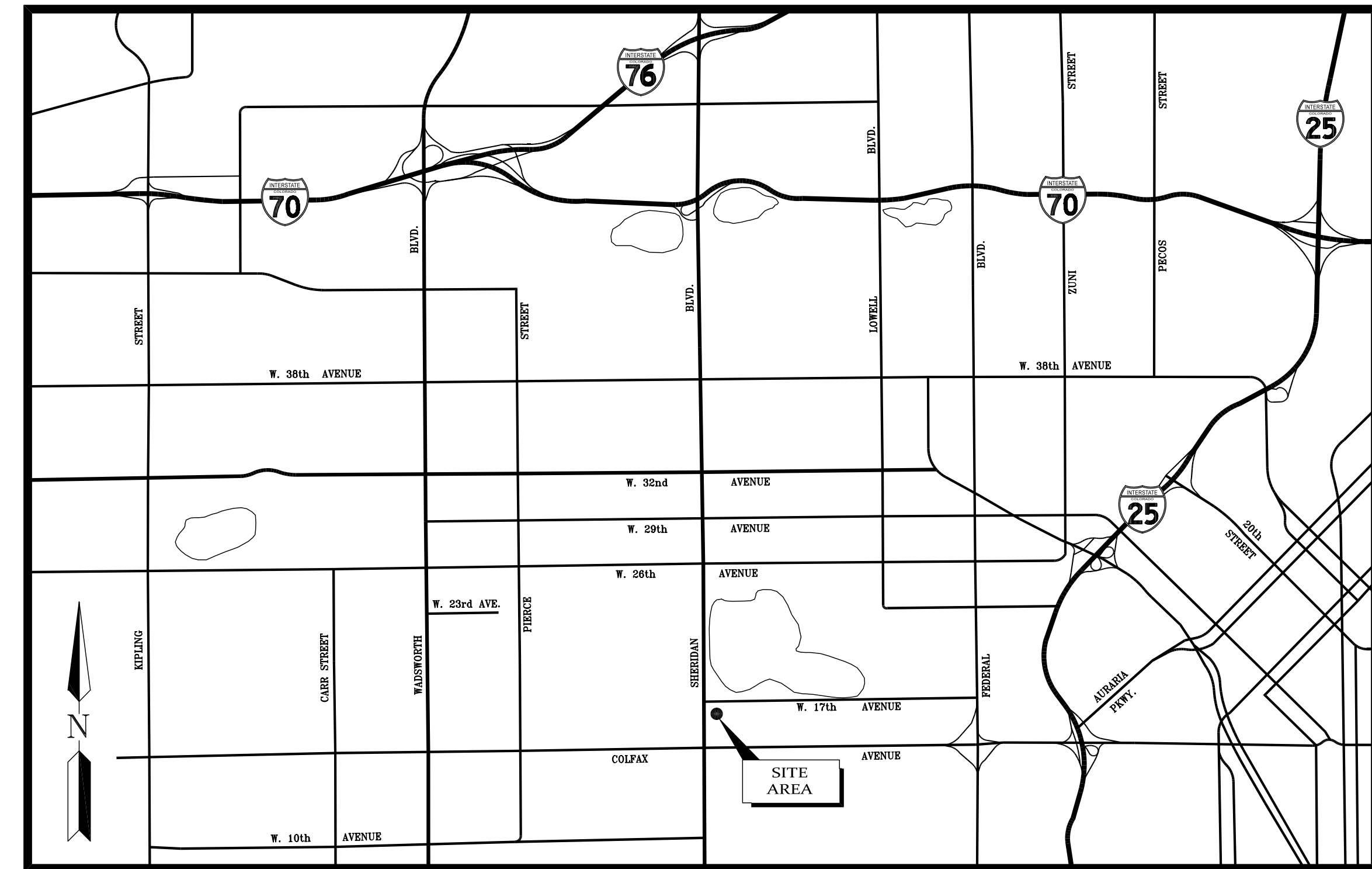
4. THIS IMPROVEMENT SURVEY PLAT, AND THE INFORMATION HEREON, MAY NOT BE USED FOR ANY ADDITIONAL OR EXTENDED PURPOSES BEYOND THAT FOR WHICH IT WAS INTENDED AND MAY NOT BE USED BY ANY PARTIES OTHER THAN THOSE TO WHICH IT IS CERTIFIED.

5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWER SURVEYING COMPANY INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY, AND TITLE OF RECORD. POWER SURVEYING COMPANY INC. PERFORMED AND ISSUED THIS IMPROVEMENT SURVEY PLAT WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

6. PROJECT BENCHMARK: CITY & COUNTY OF DENVER BENCHMARK 102A - BRASS CAP AT THE SE CORNER OF 17TH AVENUE AND SHERIDAN BLVD. IN THE TOP OF CURB.

PUBLISHED NAVD 88 ELEVATION = 5320.85 U.S. SURVEY FEET

7. UNIT OF MEASUREMENT: U.S. SURVEY FOOT.

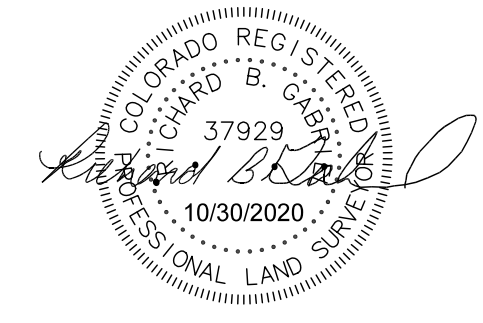


VICINITY MAP
1"=3000'

SURVEYOR'S CERTIFICATE

I, RICHARD B. GABRIEL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT ON OCTOBER 13, 2020, A SURVEY WAS MADE OF THE ABOVE DESCRIBED PROPERTY UNDER MY DIRECT SUPERVISION, AND BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF IS IN ACCORDANCE WITH APPLICABLE STANDARDS AT PRACTICE DEFINED BY THE STATE OF COLORADO, AND THE CORNERS WERE SET AS SHOWN, HOLDING FOUND POINTS AND PLAT DISTANCES WHEREVER POSSIBLE AND UTILIZING CITY OF DENVER SURVEY INFORMATION FOR CONTROL. I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE PARCEL ON THIS DATE, OCTOBER 13, 2020, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES EXCEPT AS INDICATED, AND THAT THERE IS NO EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

RICHARD B. GABRIEL, P.L.S.
Colorado License No. 37929
For and on behalf of
Power Surveying Company, Inc.



CERTIFICATE OF DEPOSITING

DEPOSITED ON THIS _____ DAY OF _____, 2017 A.D. AT _____ O'CLOCK _____ M.,
IN BOOK _____ OF LAND SURVEY PLATS AT PAGE _____ DEPOSIT No. _____
OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER, STATE OF COLORADO.

SIGNED: _____

TITLE: _____

BY: _____

LEGEND:

	RAILROAD TIE		BUILDING LINE		GUY WIRE ANCHOR		WATER METER		RANGE MONUMENT AS NOTED		(C) CALCULATED
	DECORATIVE STONE WORK		WOOD FENCE		UTILITY POLE		MICROWAVE ANTENNA		MONUMENT AS NOTED		(R) RECORD
	CONCRETE		CHAIN LINK FENCE		SIGN		MAILBOX		CHISELED CROSS IN CONCRETE		CCD CITY & COUNTY OF DENVER
	ASPHALT		TREE LINE		SANITARY SEWER MANHOLE		CLEANOUT		BENCHMARK AS NOTED		FF FINISH FLOOR
	RIP-RAP		SANITARY SEWER LINE		TRAFFIC LIGHT		TELEPHONE PULL BOX		FOUND MONUMENT AS NOTED		EL ELEVATION
	OVERHEAD ELECTRIC		WATER LINE		ELECTRIC PULL BOX		IRRIGATION VALVE		SET #5 REBAR WITH YELLOW PLASTIC CAP		FL FLOW LINE
	WALL AS NOTED		SECTION LINE		ELECTRIC METER		WATER VALVE		STAMPED PLS 37929 OR 1" BRASS DISK		CL CENTERLINE
	BOUNDARY		RANGE LINE		TELEPHONE MANHOLE		GAS METER		STAMPED PLS 37929		INV INVERT
	LOT LINES		MAJOR CONTOUR		LIGHT POLE		BUSH		R.M. REFERENCE MONUMENT		VCP VITRIFIED CLAY PIPE
	BUILDING OVERHANG		MINOR CONTOUR		CONIFERS TREE W/CALIPER SIZE		STUMP		(M) MEASURED		

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Surveying Company, Inc.
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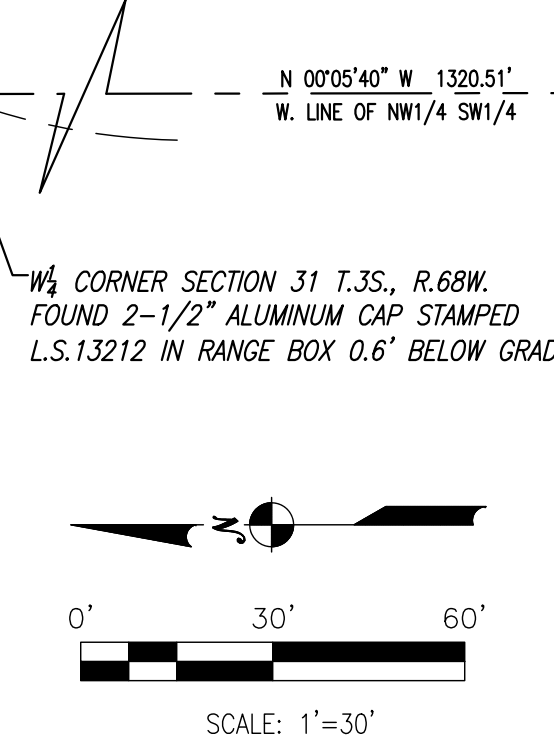
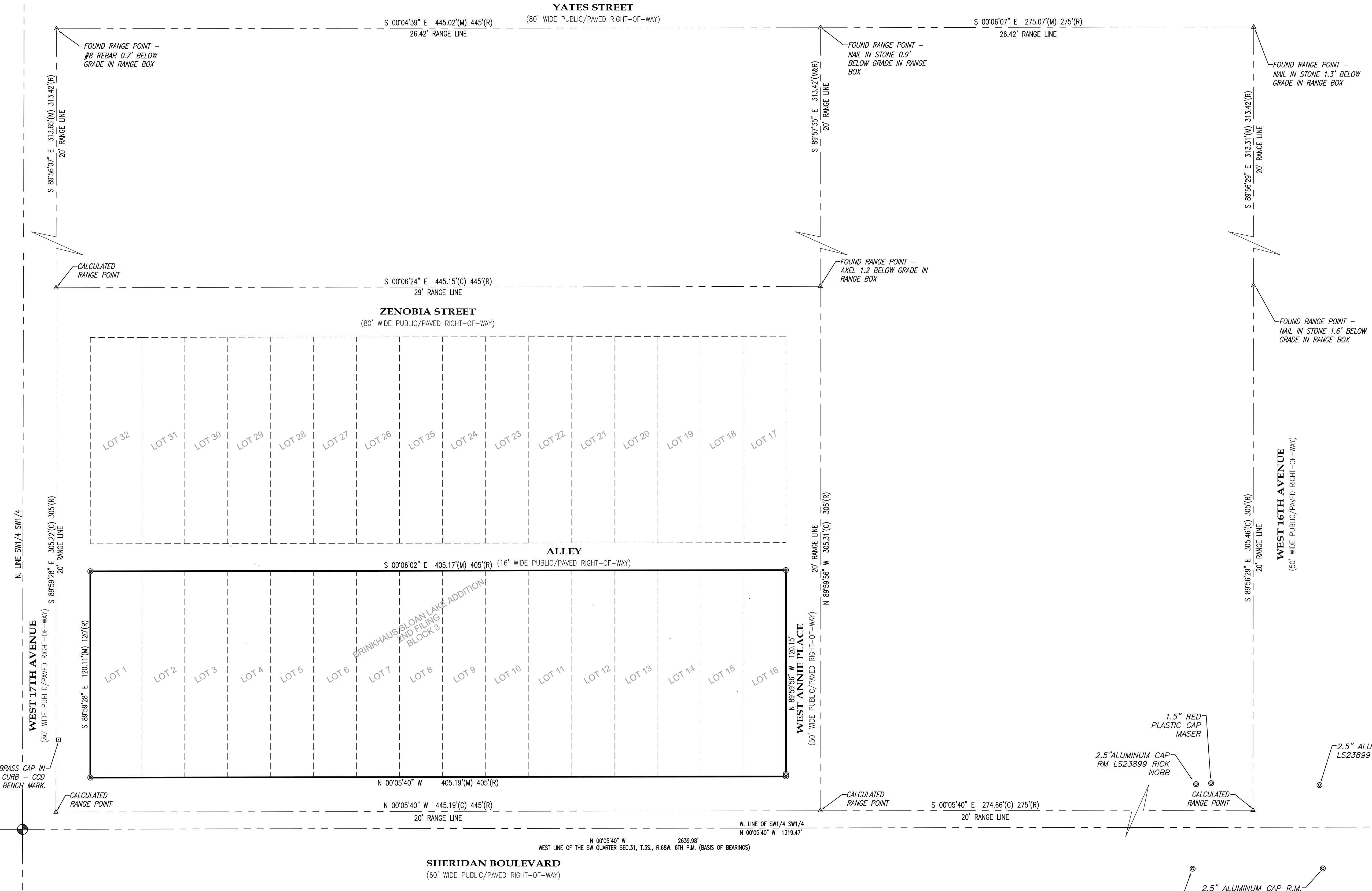
720 W. BATH AVENUE
SUITE 240
THORNTON, COLORADO 80260

PH. 303-702-1617
FAX. 303-702-1488
WWW.POWERSURVEYING.COM

TYPE OF SUBMITTAL:	IMP. SURVEY PLAT
PREPARATION DATE:	OCTOBER 30, 2020
REVISION DATE:	
REVISION DATE:	
DRAWN BY: JRY	REVIEWED BY: RBG
JOB NO. 501-20-250	DWG: 20-250 ISP.dwg
SHEET 1 OF 4	

Improvement Survey Plat

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LEGEND:

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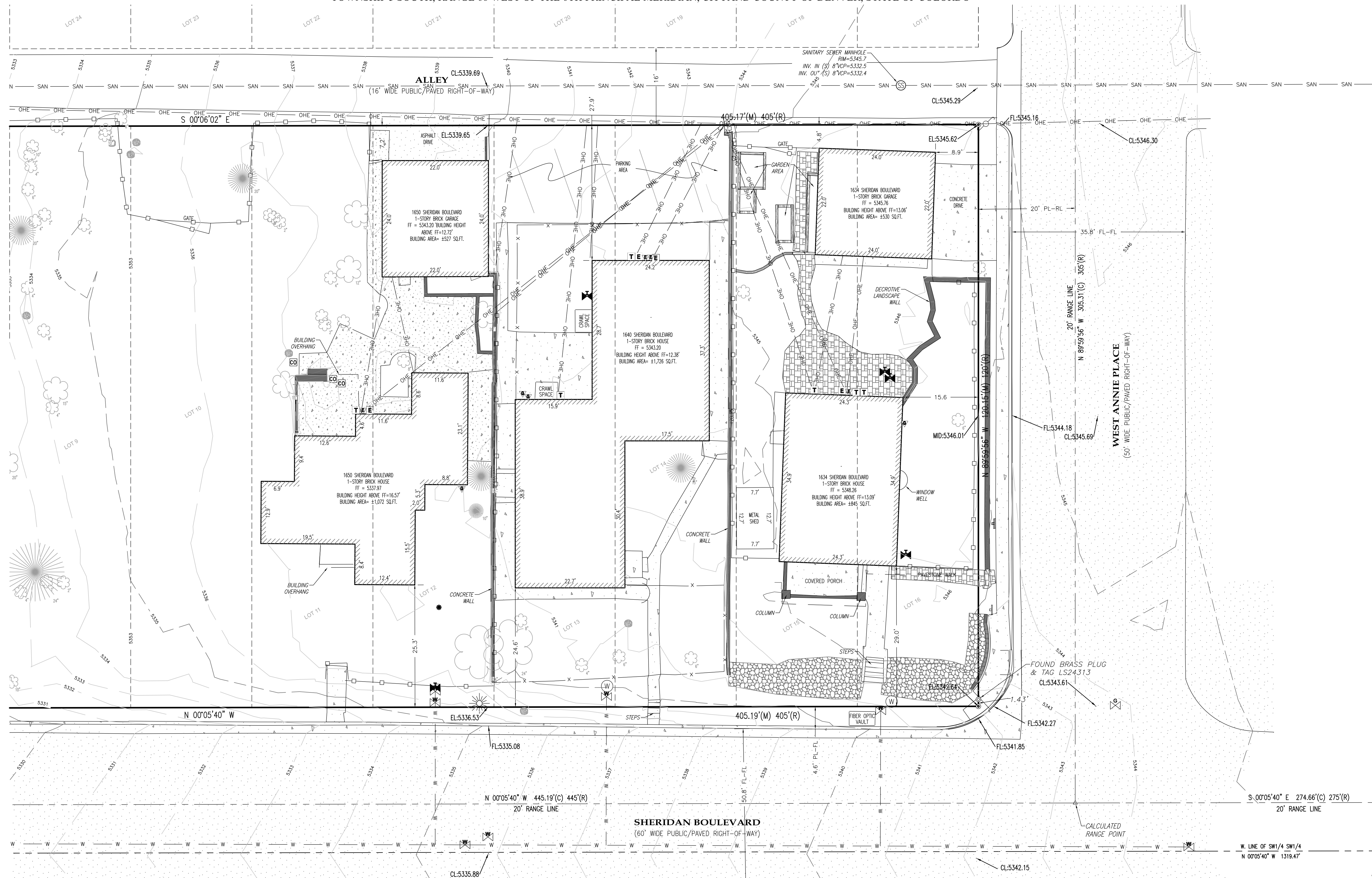
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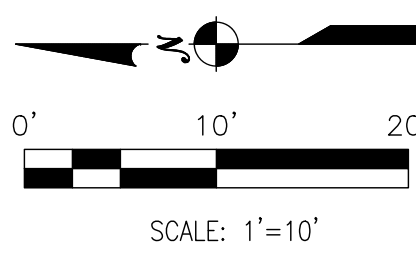
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LEGEND:

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| | RAILROAD TIE | | BUILDING LINE | | GUY WIRE ANCHOR | | WATER METER | | RANGE MONUMENT AS NOTED | | (C) CALCULATED |
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| | RIP-RAP | | SANITARY SEWER LINE | | TRAFFIC LIGHT | | TELEPHONE PULL BOX | | FOUND MONUMENT AS NOTED | | EL ELEVATION |
| | OVERHEAD ELECTRIC | | WATER LINE | | ELECTRIC PULL BOX | | IRRIGATION VALVE | | SET #5 REBAR WITH YELLOW PLASTIC CAP STAMPED PLS 37929 OR 1" BRASS DISK STAMPED PLS 37929 | | FL FLOW LINE |
| | WALL AS NOTED | | SECTION LINE | | ELECTRIC METER | | WATER VALVE | | CL CENTERLINE | | INV INVERT |
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| | LOT LINES | | MAJOR CONTOUR | | LIGHT POLE | | BUSH | | | | |
| | BUILDING OVERHANG | | MINOR CONTOUR | | CONIFERS TREE W/CALIPER SIZE | | STUMP | | SEC SECTION | | |
| | | | | | DECIDUOUS TREE W/CALIPER SIZE | | | | R.M. REFERENCE MONUMENT | | |
| | | | | | | | | | (M) MEASURED | | |



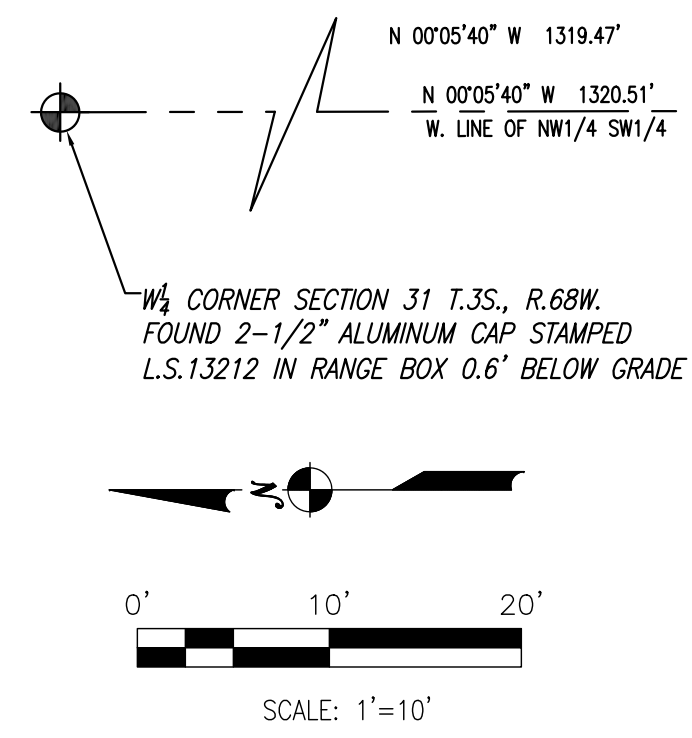
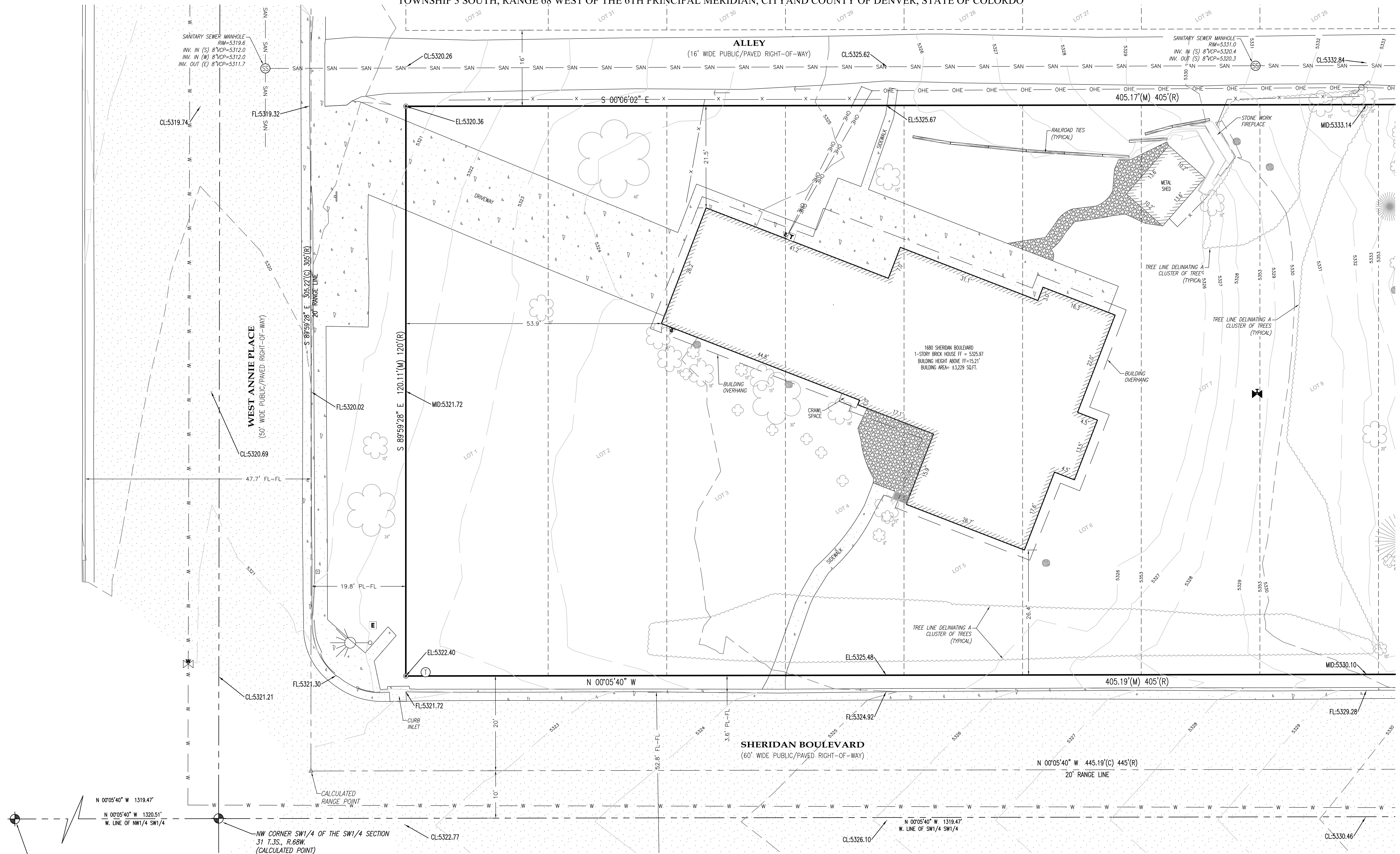
SW CORNER SEC. 31, T.3S., R.68W. OF THE 6TH P.M. - FOUND 3.25" ALUMINUM CAP STAMPED PLS 13485 IN RANGE BOX

POWER Surveying Company, Inc.
Established 1948
720 W. BATH AVENUE SUITE 240 THORNTON, COLORADO 80260
PH. 303-702-1617 FAX. 303-702-1468 WWW.POWERSURVEYING.COM

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| | | DECIDUOUS TREE W/CALIPER SIZE | | | |

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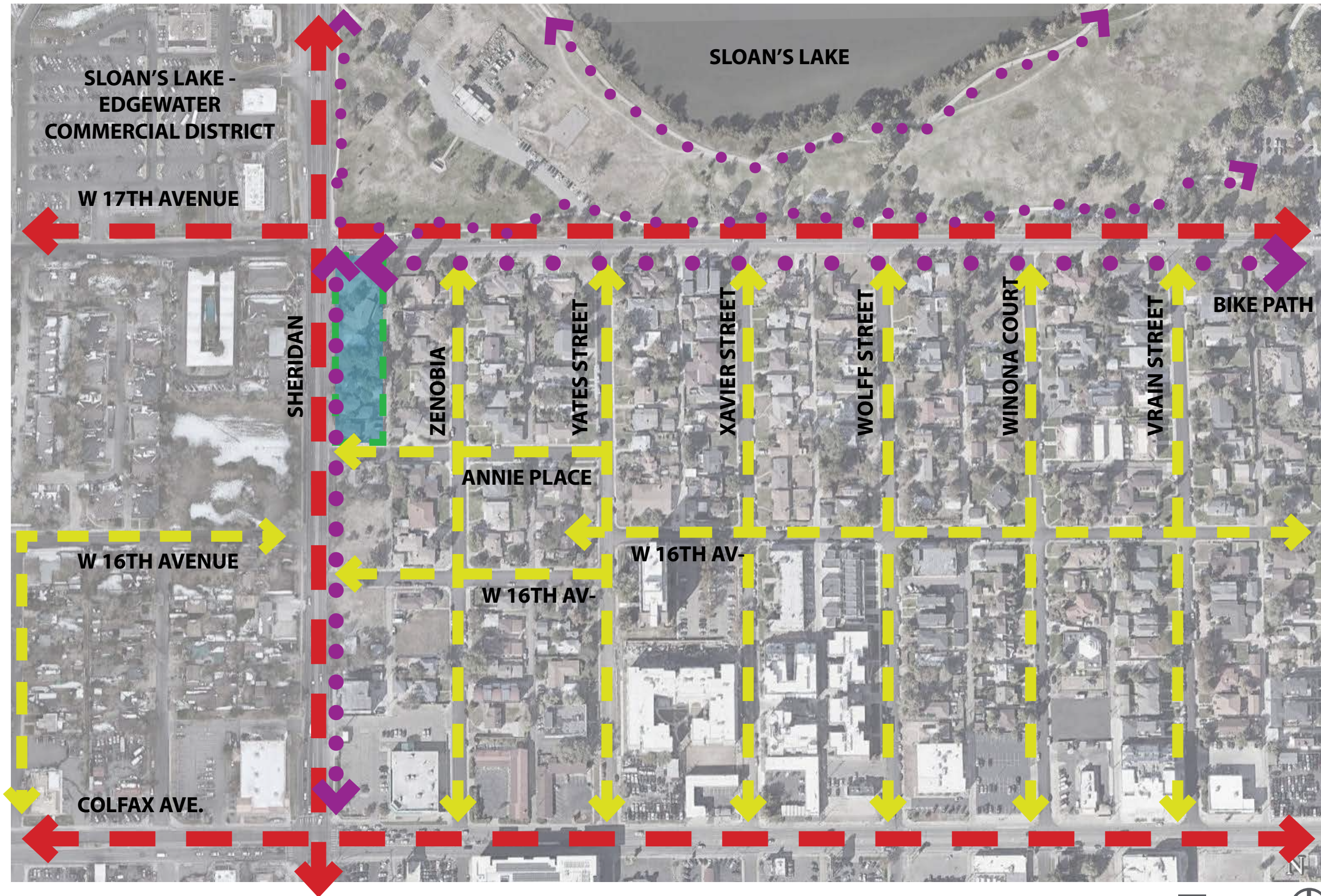
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SHEET 4 OF 4	



17th and Sheridan

ZONE MAP AMENDMENT SUBMITTAL
FEBRUARY 17TH, 2021

SITE | ACCESS



LEGEND



RTD TRANSIT ROUTE



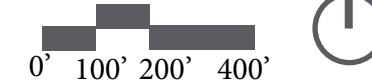
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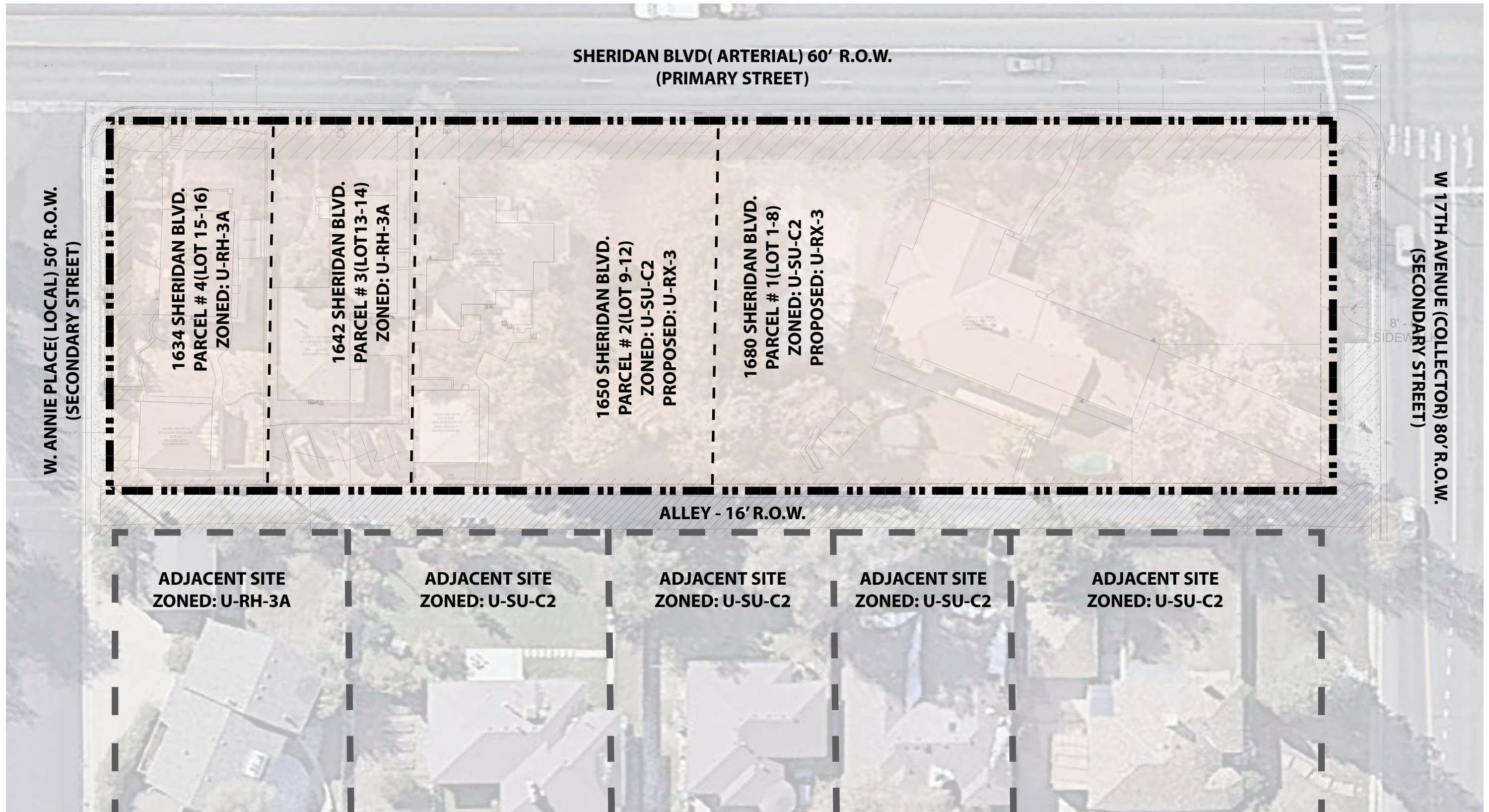
BICYCLE/ PEDESTRIAN



SITE



ZONING | EXISTING



SITE CONTEXT



17TH STREET AND SHERIDAN BLVD. - NORTHWEST PERSPECTIVE



17TH STREET - NORTHEAST PERSPECTIVE

SITE CONTEXT



SHERIDAN BLVD. NORTHWEST PERSPECTIVE



17TH STREET NORTHEAST PERSPECTIVE - ENTRY TO ALLEY



ZENOBIA STREET - NORTHWEST PERSPECTIVE
TOWARDS EDGEWATER SHOPPING CENTER



W 17TH STREET - NORTHEAST PERSPECTIVE



W 17TH AVENUE - EAST PERSPECTIVE



W 17TH AVENUE - NORTHEAST PERSPECTIVE TOWARDS
SLOANS LAKE



VIEW LOOKING NORTHEAST - 16TH AVENUE



ANNIE PLACE - WEST PERSPECTIVE - ENTRY TO ALLEY



SHERIDAN BLVD. NORTHWEST PERSPECTIVE TOWARDS SITE

U-RX-3 | ALLOWABLE BUILDING FORMS

E. Town House (Multi Unit Districts)



TOWNHOME - USE RIGHT (FORM STANDARDS)

K. Shopfront



SHOPFRONT - USE RIGHT (FORM STANDARDS)

Urban (U-) Neighborhood Context Zone Districts		Building Forms											
		Suburban House	Urban House	Duplex	Tandem House	Row House	Garden Court	Town House	Apartment	Drive Thru Services	Drive Thru Restaurant	General	Shopfront
Max Number of Primary Structures per Zone Lot		1*	1*	1*	2	No Maximum							
RESIDENTIAL ZONE DISTRICTS													
Single Unit (SU)	U-SU-A, -B, -C, -E, -H		■										
	U-SU-A1, B1, C1, E1, H1		■										
	U-SU-A2, B2, C2		■	□	□								
Two Unit (TU)	U-TU-B, -C		■	■	■								
	U-TU-B2		■	■	■	□							
Row House (RH)	U-RH-2.5		■	■	■	■							
	U-RH-3A		■	■	■	■			□				
COMMERCIAL MIXED USE ZONE DISTRICTS													
Residential Mixed Use (RX)	U-RX-3, -5							■					■
Mixed Use (MX)	U-MX-2x							■			□	□	■
	U-MX-2, -3							■		□	□	■	■

BUILDING FORM ALLOWANCES - RESIDENTIAL ZONE DISTRICTS

ZONING | DESIGN STANDARDS(TOWNHOME)

Article 5. Urban Neighborhood Context
Division 5.3 Design Standards



TOWNHOME - USE RIGHT (FORM STANDARDS)

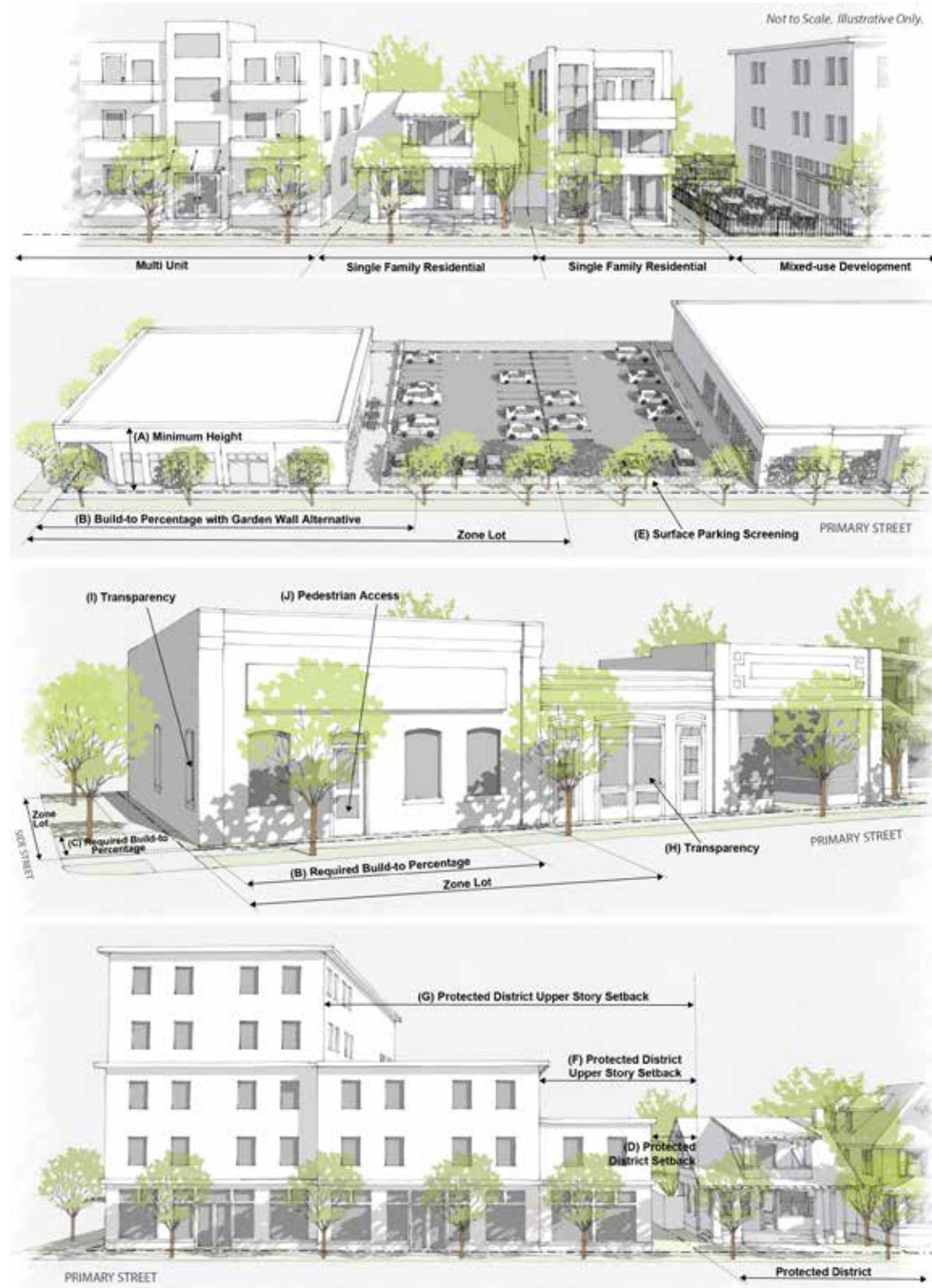
TOWN HOUSE

	U-RX-3	U-RX-5	U-MX-2x	U-MX-3	U-MS-2x	U-MS-3	U-MS-5
HEIGHT							
A Stories (max)	3	5	2	3	2	3	5
A Feet (min/max)	na/38'	na/70'	na/30'	na/38'	na/30'	na/38'	24'/70'
SITING							
REQUIRED BUILD-TO							
B Primary Street (min build-to % within min/max range)	70%	70%	70%	70%	75%	75%	75%
Side Street (min build-to % within min/max range)	na	na	na	na	25%	25%	25%
SETBACKS							
C Primary Street (min)	10'	10'	10'	10'	10'	10'	10'
D Side Street (min)	7.5'	7.5'	7.5'	7.5'	7.5'	7.5'	7.5'
E Side Interior (min)	5'	5'	5'	5'	5'	5'	5'
F Side Interior, adjacent to Protected District (min)			U-MX-2x and U-MS-2x: 5'		All other Zone Districts: 10'		
Rear (min)	0'	0'	0'	0'	0'	0'	0'
Rear, adjacent to Protected District, alley/no alley (min)			U-MX-2x and U-MS-2x: 12'/20'		All other Zone Districts: 0'/10'		
PARKING							
Surface Parking between building and Primary Street/Side Street	RX and MX: Not Allowed/Allowed		MS: Not Allowed/Not Allowed				
Vehicle Access							
From Alley; or Street access allowed when no Alley present							
DESIGN ELEMENTS							
BUILDING CONFIGURATION							
G Dwelling Units Oriented to the Street	Required	if any portion of the Dwelling Unit is located within 20' of Primary Street Zone Lot Line or 20' of the Side Street Zone Lot Line.					
Dwelling Unit Configuration							
Upper Story Setback Above 27' adjacent to Protected District: Rear, alley/Rear, no alley and Side Interior (min)							
H	15'/25'	20'/25'	na	15'/25'	na	15'/25'	20'/25'
Upper Story Setback Above 51', adjacent to Protected District: Rear, alley/Rear, no alley and Side Interior (min)							
	na	35'/40'	na	15'/25'	na	na	35'/40'
Rooftop and/or Second Story Decks							
See Section 5.3.5.2							
STREET LEVEL ACTIVATION							
I Transparency, Primary Street (min)				40%			
Transparency, Side Street (min)				25%			
J Pedestrian Access	Each Dwelling Unit Oriented to the Street shall have Dwelling Unit Entrance with Entry Feature						
USES							
		All U-RX Zone Districts		All U-MX Zone Districts		All U-MS Zone Districts	
Street Level Active Uses (min % of Primary Street frontage meeting Build-To requirement)		na		40%		100%	

ZONING CLASSIFICATION - ALLOWANCE CHART

ZONING | DESIGN STANDARDS(SHOPFRONT)

J. Shopfront



SHOPFRONT - USE RIGHT (FORM STANDARDS)

Article 5. Urban Neighborhood Context
Division 5.3 Design Standards

SHOPFRONT

	U-RX-3	U-RX-5	U-MX-2x	U-MS-2 U-MS-2x U-MX-2	U-MS-3	U-MS-5
HEIGHT						
Stories (max)	3	5	2	3	3	5
A Feet (min/max)	na/45'	na/70'	na/30'	na/45'	na/45'	24'/70'
SITING						
REQUIRED BUILD-TO						
B Primary Street (min build-to % within min/max range)	70% 0'/15'	70% 0'/15'	75%	0'/5' Residential Only Buildings: 0'/10'	25%	0'/5' Residential Only Buildings: 0'/10'
C Side Street (min build-to % within min/max range)	na	na	0'/5' Residential Only Buildings: 0'/10'			
SETBACKS						
Primary Street (min)	0'	0'	0'	0'	0'	0'
Side Street (min)	0'	0'	0'	0'	0'	0'
Side Interior (min)	0'	0'	0'	0'	0'	0'
D Side Interior, adjacent to Protected District (min)	10'	10'	U-MS-2x, U-MX-2x: 5'	All Other Zone Districts: 10'	10'	10'
Rear, alley and no alley (min)	0'	0'	0'	0'	0'	0'
Rear, adjacent to Protected District, alley/no alley (min)	0'/10'	0'/10'	U-MS-2x, U-MX-2x: 12'/20'	All Other Zone Districts: 0'/10'	0'/10'	0'/10'
PARKING						
Surface Parking between building and Primary Street/Side Street	Not Allowed/Allowed		MS: Not Allowed/Not Allowed			
E Surface Parking Screening Vehicle Access	See Article 10, Division 10.5 Shall be determined as part of Site Development Plan Review					
DESIGN ELEMENTS						
BUILDING CONFIGURATION						
Dwelling Unit Configuration	Structure may contain Side-by-Side Dwelling Units Residential Only Structure: Side-by-Side Dwelling Units shall not exceed 50% of the					
F Upper Story Setback Above 27' adjacent to Protected District: Rear, alley/Rear, no alley and Side Interior (min)	15'/25'	20'/25'	na	15'/25'	20'/25'	
G Upper Story Setback Above 51' adjacent to Protected District: Rear, alley/Rear, no alley and Side Interior (min)	na	35'/40'	na	na	35'/40'	
STREET LEVEL ACTIVATION						
H Transparency, Primary Street (min)	60%		Residential Only Buildings: 40%			
I Transparency, Side Street (min)	25%					
J Pedestrian Access, Primary Street	Entrance					
USES						
Street Level Active Uses (min % of Primary Street frontage meeting Build-To requirement)	All U-RX Zone Districts		All U-MS and U-MX Zone Districts			
	na		100%			
All permitted Primary Uses shall be allowed within this building form; however: (1) Second Story and Above: Residential or Lodging Accommodations Uses Only; and (2) Buildings with No Residential or Lodging Accommodation Uses: 10,000 sf GFA max. See Division 5.4 Uses and Parking.						
All permitted Primary Uses shall be allowed within this building form. See Division 5.4 Uses and Parking.						

See Sections 5.3.5 - 5.3.7 for Supplemental Design Standards, Design Standard Alternatives and Design Standard Exceptions

ZONING CLASSIFICATION - ALLOWANCE CHART

ZONING | BASE PLANE (MEASUREMENT STANDARDS)

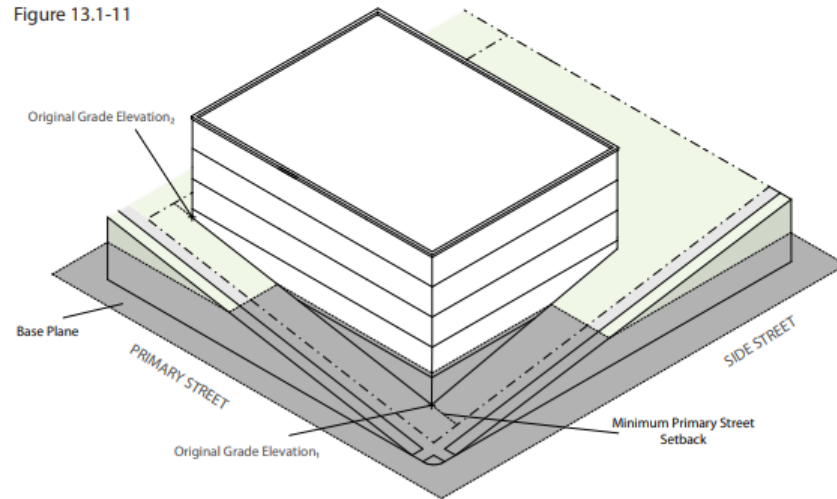
13.1.3.2 Base Plane

Overall height for all buildings and structures on the zone lot shall be measured from a base plane. The applicant shall apply either a single base plane for the entire zone lot or a building-specific base plane:

A. Single Base Plane

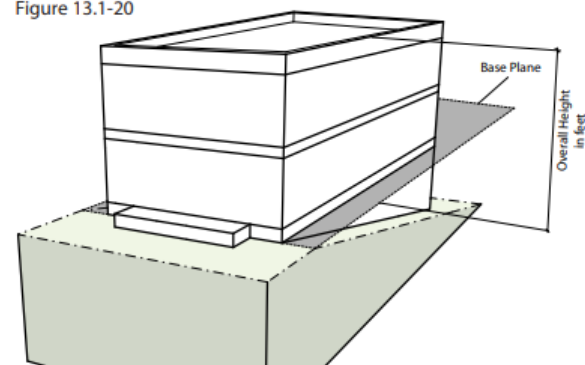
A single base plane shall be a horizontal plane established at the average elevation of the original grade of the two side interior zone lot lines, or the elevation of original grade of one side interior zone lot line when two are not present, measured at the minimum primary street setback line. See Figure 13.1-11. In any case where a Side Interior Zone Lot Line does not intersect with a Primary Street Zone Lot Line, the Zoning Administrator shall determine the points where the Front Base Plane shall originate based on the criteria for determining zone lot lines in Section 13.1.5.2.A.3, Criteria for Zoning Administrator Determination.

Figure 13.1-11



BASE PLANE - SINGLE BASE PLANE (CHOSEN METHOD)

Figure 13.1-20



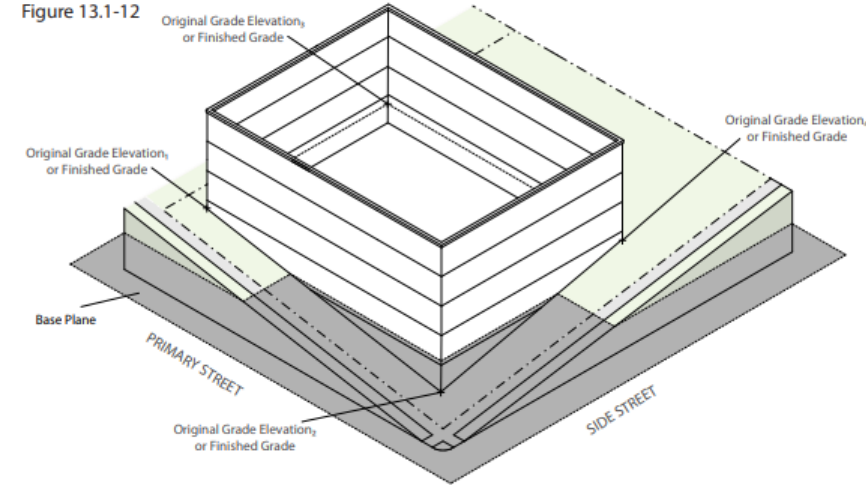
BASE PLANE - OVERALL HEIGHT IN STORIES (METHODOLOGY)

B. Building-Specific Base Plane

A building-specific base plane shall be a horizontal plane established at the average elevation of the original grade or finished grade, whichever is lower, of the corners of each building. With this approach, a building-specific base plane is established for each building sited on the same zone lot. See Figure 13.1-12

C. Measurements for purposes of establishing a base plane shall be rounded to the closest whole number.

Figure 13.1-12



13.1.3.3 Height in Stories

A. Intent

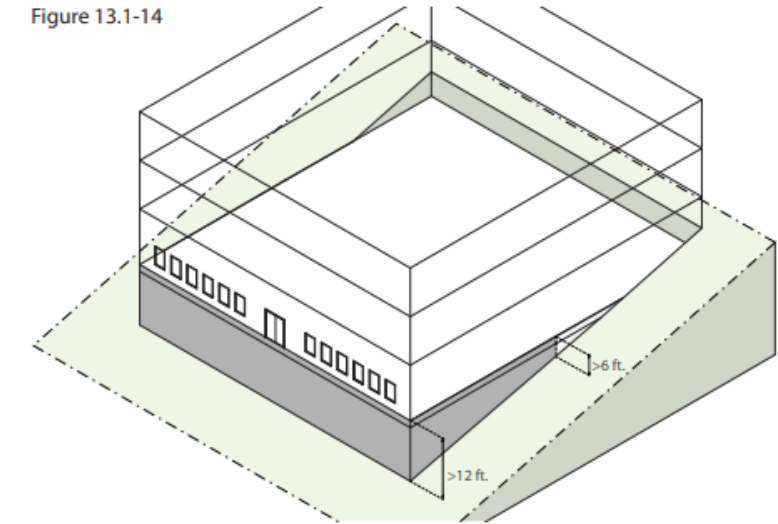
To provide an easy reference for visualizing building height and to provide an appropriate consistency of building scale.

B. Stories (max) Rule of Measurement

1. Overall height in stories shall be measured as the total number of stories.
2. A Story shall count towards the total number of stories when:
 - a. The Story has its finished floor surface entirely above the Base Plane; or
 - b. The Story is located below a story which has its finished floor surface more than 6 feet above the base plane (See Figure 13.1-13); or
 - c. The Story is located below a story which has its finished floor surface more than 6 feet above the finished grade for more than 50% of the total building perimeter; or
 - d. The Story is located below a story which has its finished floor surface more than 12 feet above finished grade at any point. (See Figure 13.1-14)

BASE PLANE - BUILDING SPECIFIC (CHOSEN METHOD)

Figure 13.1-14

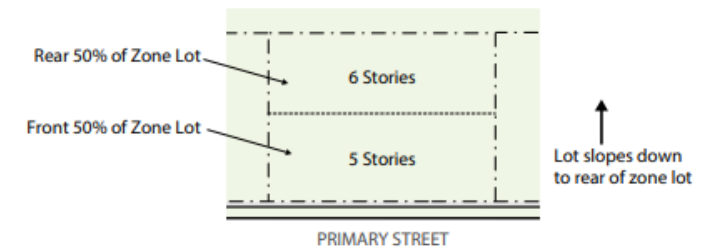


3. Overall Height in Stories for Sloping Lots

Where a lot slopes downward from the primary street zone lot line, one story that is additional to the specified maximum number of stories may be built entirely below the rear base plane on the lower, rear portion of the zone lot. This section shall not apply to zone lots that do not have a rear zone lot line, or when the rear zone lot line intersects the Primary Street or Side Street Zone Lot Line.

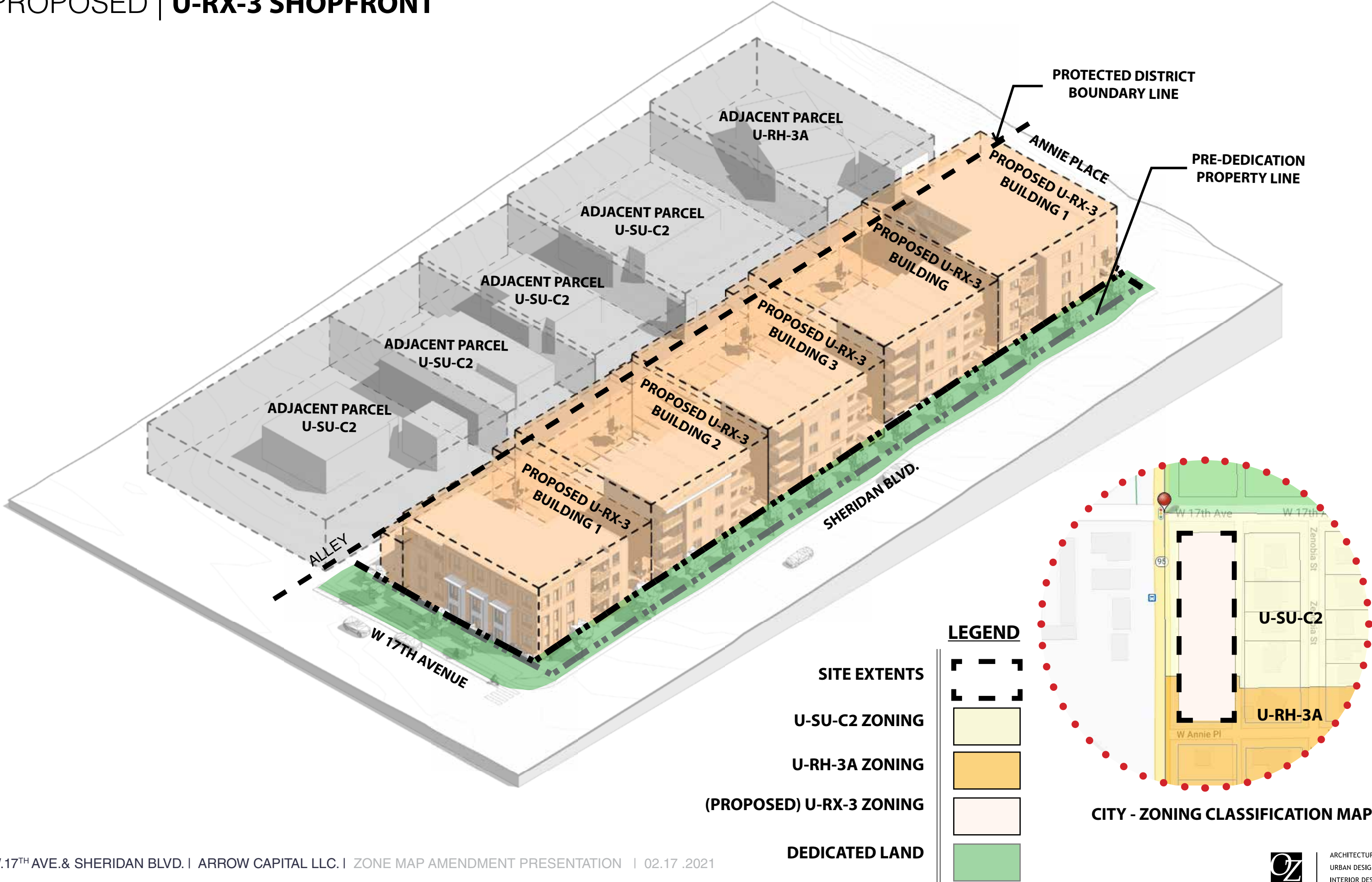
Figure 13.1-15

**Graphic is illustrative of a 5-Story Zone District.*

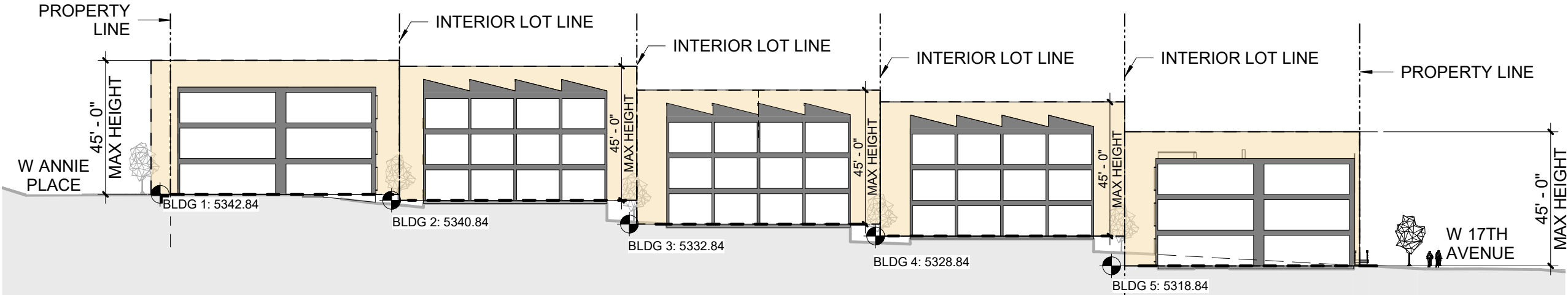


BASE PLANE - OVERALL HEIGHT IN STORIES (SLOPED LOT)

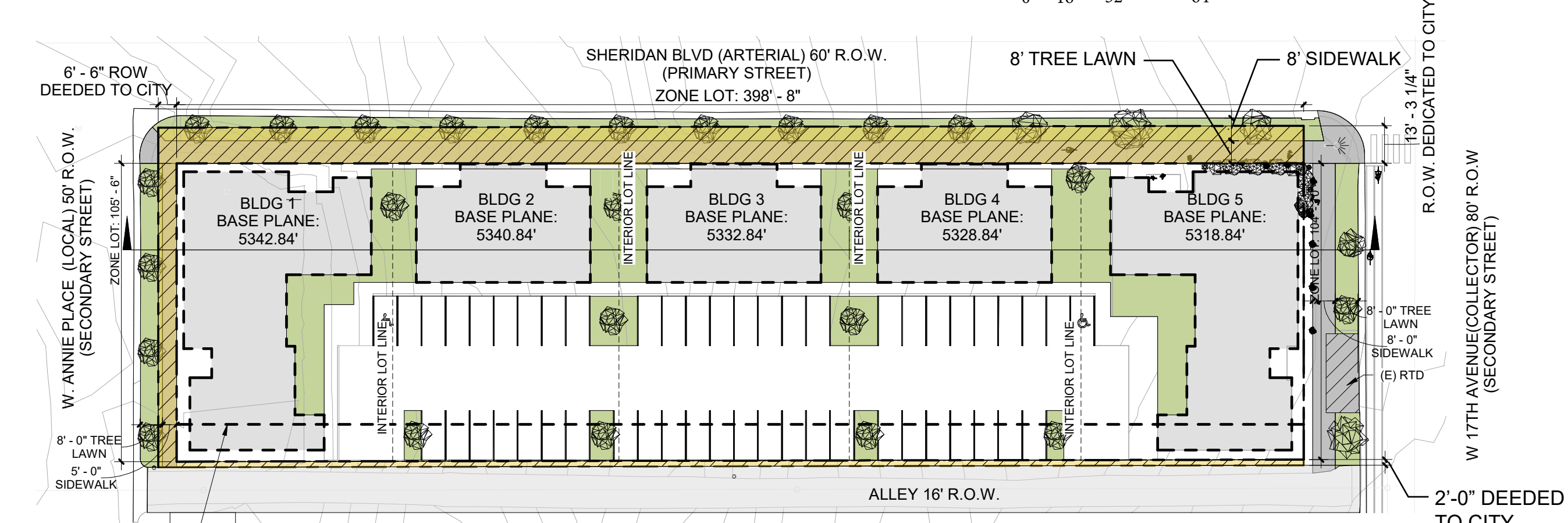
PROPOSED | U-RX-3 SHOPFRONT



PROPOSED | (U-RX-3) ZONING PLAN/SECTION



0' 16' 32' 64' **PROPOSED DEVELOPMENT (SITE SECTION)**



LEGEND

	DEDICATED TREE LAWN/LANDSCAPE	
	SIDEWALK (DEDICATED TO CITY)	

SITE INFO:

- ZONING: U-RX-3
- ZONE LOT SIZE: 48,675 S.F.
- DEDICATED AREA: 6,741 S.F.
- NET PROJECT AREA AFTER DEDICATION: 41,934 S.F.

0' 16' 32' 64'

PROPOSED DEVELOPMENT (SITE PLAN)

SHERIDAN SIDEWALK PERSPECTIVE



17TH STREET - SOUTHEAST SIDEWALK PERSPECTIVE

SHERIDAN SIDEWALK PERSPECTIVE

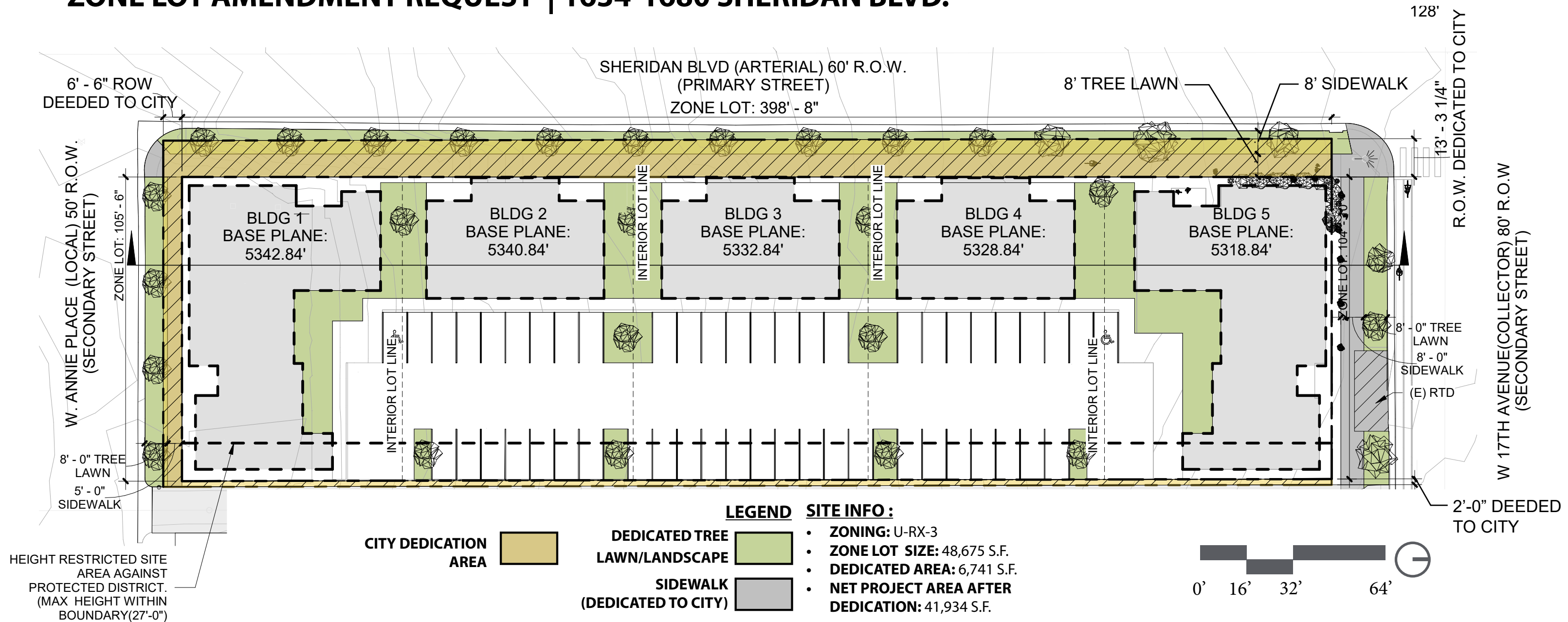


CORNER PERSPECTIVE



17TH STREET - SOUTHEAST SIDEWALK PERSPECTIVE

ZONE LOT AMENDMENT REQUEST | 1634-1680 SHERIDAN BLVD.



LAND DESCRIPTION

- THE LAND REFERRED TO HERIN IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:
- LOTS 1-16, BLOCK 3 BRINKHAUS SLOAN LAKE ADDITION 2ND FILING, CITY OF DENVER, STATE OF COLORADO.
- TOTAL AREA OF SUBJECT PROPERTY IS ±48,675 SQ. FT. OR ±1.117 ACRES OF LAND, MORE OR LESS.
- ALSO KNOWN AS: 1634-1680 SHERIDAN BOULEVARD

SUMMARY OF EXISTING / PROPOSED CONDITIONS

- CURRENTLY ZONED U-RH-3 AND U-SU-C.
- ALLOWS FOR SINGLE FAMILY AND ROW HOMES
- NO EXISTING SIDEWALK ALONG SHERIDAN. CONNECTIVITY WOULD BE DIFFICULT WITH MULTIPLE HOMEOWNERS.
- REQUESTING ZONE LOT AMENDMENT TO (U-RX-3) ZONING USE CLASSIFICATION
- ALLOWS FOR SMALLER RESIDENTIAL ROW HOMES AND MEDIUM SIZED CORNER BUILDINGS TO ADDRESS THE URBAN EDGE.
- PROPOSAL OFFERS SIDEWALK CONNECTIVITY AND A LANDSCAPE BUFFER ALONG SHERIDAN .

CONTACT

- IF YOU HAVE ANY QUESTIONS, OR WOULD LIKE ADDITIONAL INFORMATION REGARDING THE PROPOSED REZONING, WE WOULD BE HAPPY TO DISCUSS QUESTIONS/CONCERNS WITH YOU.
- WE LOOK FORWARD TO HEARING YOUR THOUGHTS ON THE DEVELOPMENT OF YOUR NEIGHBORHOOD.
- YOU MAY CONTACT EITHER MCHIODINI@OZARCH.COM OR BRAD@ARROWCAPLLC.COM WITH ANY INQUIRIES.



RE: 1600 Sheridan Block Zone Map Amendment – Community Outreach Meetings

MAT #1: 10/05/2020 &
Pre-App #1: 10/06/2020
HCG: 10/27/2020
HOST: 11/2/2020
DS Concept Review: 01/08/2021.
MAT #2: 01/20/2021
Pre-App #2: 01/21/2021

12/05/2020 – 02/08/2012 – Email

Attendees: WeCAN (Jonathan Pitocco), West Colfax BID (Dan Shah), SLCG (Tom Brunn), SLNA (Larry Ambrose)

Topics: multiple email RNO Outreach

12/10/2020 – Zoom Meeting

Attendees: WeCAN RNO representatives Leah Rounds, Mitchell Paur, Jonathan Pitocco, Tyler Corson-Rikert

Topics: Site constraints presentation and initial rezoning discussion

12/15/2020 – Zoom Meeting

Attendees: Councilwoman Amanda Sandoval, Naomi Grunditz

Topics: Site constraints presentation and initial rezoning discussion

01/07/2021 – Zoom Meeting

Attendees: Councilwoman Amanda Sandoval, Naomi Grunditz

Topics: Revised Concept plans and updated rezoning district request

01/08/2021 – Zoom Meeting

Attendees: City Planner Associate Sayre Brennan, Development Project Administrator Sarah Kaplan Tiffany Holcomb

Topics: Concept plans and SDP compliance for rezoning request

01/13/2021 – Zoom Meeting

Attendees: Tom Brunn, Allen Cowgill, Bill Norton, JenQ, Kathy Sandoval, Wade Crosby, Naomi Grunditz

Topics: SLCG RNO Presentation (See attached Flyer and poll)

01/21/2021 – Zoom Meeting

Attendees: City Planner Associate Sayre Brennan

Topics: Updated rezoning district request flip book review

01/26/2021 – Zoom Meeting

Attendees: City Planner Senior Associate Eugene Howard

Topics: East Area Plan

01/26/2021 – Email

Attendees: HOST Fiscal Administrator Andrew Johnston

Topics: Update to rezoning district request

February 11th, 2021

Sayre Brennan
City Planner, Associate
Community Planning and Development
City and County of Denver

Dear Mr. Brennan,

I'm a resident in the Sloan's Lake neighborhood and live at 2131 Julian Street, Denver CO 80211. I am writing this letter in support of the proposed rezoning at the 1600 N Sheridan Block at the corner of 17th and Sheridan.

I view the proposed rezoning of this site as a positive improvement to both the South Sloan's neighborhood and the Greater NW Denver community at-large in the following ways:

- This development will allow a diverse range of renters (teachers, families, retail workers nearby, young renters, etc.) to be able to afford a quality home in a very desirable neighborhood.
- The applicants have worked extensively with the South Sloan's Lake neighborhood during this rezoning process and have listened to our input. They have shown their commitment and desire to creating quality infill development that will enhance the overall community.
- The increased density will help serve the local community with attainable housing and the development will incur minimal displacement of current residents. A broad mix of unit types including 16-18 two-bedroom units will allow for more families to remain in the neighborhood.
- Rezoning this site for residential use aligns with the future vision for this area of South Sloan's Lake neighborhood and provides an appropriate transition line between 1-2 story residential.
- The creation of sidewalks along Sheridan Boulevard, Annie Place and 17th Street will serve both the bicycle and pedestrian routes, increasing access to the transit corridor serving Downtown Denver, the Colfax Business corridor, and the broader Denver Metro region. In addition, these improvements will create a safe path for everyone in the neighborhood to use.

For these reasons I am in support of the proposed rezoning at the 1600 Sheridan Block and kindly urge your approval.

Sincerely,
Taylor Wafer
2131 Julian Street, Denver CO 80211
Taylorwafer@me.com

February 14th, 2021

Sayre Brennan
City Planner, Associate
Community Planning and Development
City and County of Denver

Dear Mr. Brennan,

My name is Connor Lewis and I live in the Sloan's Lake neighborhood. I currently live at 1906 Grove Street, Denver CO 80204. I am writing this letter in support of the proposed rezoning at the 1600 N Sheridan Block at the corner of 17th and Sheridan.

I grew up in Denver attending Denver East High School and recently moved to the Sloan's Lake neighborhood after graduating from Santa Clara University. I view the proposed rezoning of this site as a positive improvement to both the South Sloan's neighborhood and the Greater NW Denver community at-large in the following ways:

- Providing affordable and diverse rental units in this location will allow people like myself and other recent graduates more options for long-term rentals and starter-housing choices before we buy in the neighborhood.
- The applicants have worked extensively with the South Sloan's Lake neighborhood during this rezoning process and have listened to our input. They have shown their commitment and desire to creating quality infill development that will enhance the overall community.
- The increased density will help serve the local community with attainable housing and the development will incur minimal displacement of current residents. A broad mix of unit types including 16-18 two-bedroom units will allow for more families to remain in the neighborhood.
- Rezoning this site for residential use aligns with the future vision for this area of South Sloan's Lake neighborhood and provides an appropriate transition line between 1-2 story residential.
- The creation of sidewalks along Sheridan Boulevard, Annie Place and 17th Street will serve both the bicycle and pedestrian routes, increasing access to the transit corridor serving Downtown Denver, the Colfax Business corridor, and the broader Denver Metro region. Most importantly for me, these improvements will create a safe path for everyone in the neighborhood to use.

For these reasons I am in support of the proposed rezoning at the 1600 Sheridan Block and kindly urge your approval.

Sincerely,
Connor Lewis
1906 Grove Street, Denver CO 80204
Connor.lewis@icloud.com



SLOAN'S LAKE CITIZEN'S GROUP

Serving the Sloan's Lake and West Colfax Neighborhoods since 1978
(Boundaries: W. 29th Avenue, W. 10th Avenue, Sheridan Blvd., Federal Blvd.)

NEWSLETTER: Volume 44, Issue 1 January/February 2021

sloanslakecitizensgroup@gmail.com

Website: sloanslakecitizensgroup.org The Sloan's Lake Citizens' Group Newsletter is published bi-monthly by the Sloan's Lake Citizens' Group. Mailing Address: P.O. Box 140663 Denver, CO 80214.

JOIN US FOR OUR FEBRUARY MEETING ON ZOOM

Due to the continuing pandemic, the SLCG will again hold its monthly meeting virtually on Zoom. **WEDNESDAY, FEBRUARY 10, 2021 AT 7:00 PM.**

SLCG is inviting you to a scheduled Zoom meeting.

Topic: SLCG

Join Zoom Meeting

<https://equitystatesfund.zoom.us/j/92165223867>

Meeting ID: 921 6522 3867

One tap mobile

+12532158782,,92165223867# US (Tacoma)

Dial in number

+1 253 215 8782 US

Meeting ID: 921 6522 3867

Find your local number: <https://equitystatesfund.zoom.us/u/acofRYrNnV>

Here are helpful tips on how to join a zoom meeting:

https://www.youtube.com/embed/hlkCmbvAHQQ?rel=0&autoplay=1&cc_load_policy=1

Here are some tips on how to join if you are dialing in:

https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone#:~:text=on%20your%20phone.-,Phone%20controls%20for%20participants,*9%20%2D%20Raise%20hand

AGENDA FOR FEBRUARY MEETING

Police Report by Officer Michele Cooper

Announcements from Council Districts 1 and 3

Presentation by Paul Tamburello on Plans for Church Buildings at 29th and Julian

Presentation by Andy Lyde on Open Up program

Report on Denver Moves Federal Blvd. Transit Study

Report on Results of City Council Vote on Group Living

LONG-TIME MEMBER FEATURED IN ARTICLE

Long-time SLCG member Nettie Moore was recently featured in an informative article on Denverite. A resident of the West Colfax neighborhood since 1927, Nettie was recently interviewed by Denver Parks and Recreation Deputy Director Scott Gilmore on her many accomplishments as a neighborhood leader.

Her parents bought a house on what was to become Utica St. in 1927. At the time it was surrounded by grassland and backed up on the Lakewood Gulch. She described her childhood as being like "Little House on the Prairie," without electricity, paved roads, or indoor plumbing. Colfax in those days consisted of two single lanes.

In 1955 she married Dick Moore and moved into a house next door to her childhood home. She has lived there ever since. After she retired from a career as a lunchroom manager for the Denver Public Schools, Nettie devoted much of her time to improving her neighborhood. The roads in that area were still unpaved until Wellington Webb became mayor, and Nettie mounted a campaign for paved streets and other improvements. The streets were finally paved in 2001.

Nettie was instrumental in insisting that the land across the street be developed as a park and obtaining a grant for playground equipment. When completed, the park was named after her. In 2001 an affordable housing complex behind her house was also named after her.



Nettie being honored with a proclamation from the city

Nettie kept abreast of developments in the neighborhood and attended countless meetings. Her opinion was always respected because of her wisdom and concern for her neighbors. She took part in many groundbreaking ceremonies and received numerous awards for her role in promoting such projects as the Renaissance West End Flats, Alamo Drafthouse Cinema, W line Light Rail, and Paco Sanchez Park.

She has been a faithful member of the SLCG, rarely missing a meeting despite numerous health challenges. She has even called in to some of our recent Zoom meetings. She has recently been interested in seeing that improvements are underway at the Lakewood Dry Gulch and preparing for the 100th year celebration at her church. To read more about Nettie Moore and enjoy more pictures, visit

<https://denverite.com/2021/01/25/nettie-moore-reflects-on-96-years-in-denvers-west-side-as-her-pacemaker-slowly-fails/>

SLCG PROVIDES HOLIDAY GIFT CARDS

Thanks to numerous generous donations from our members, the SLCG was able to provide \$50 Target gift cards to the seven children living at the Del Norte Veterans' Apartments this holiday season. Due to the pandemic, we were unable to host our usual holiday party for the residents, but thanks to Leann Stelzer and Margie Grimsley, we were able to provide gift bags with candy, a Christmas card,

and a homemade ornament to all of the residents in addition to the gift cards for the children.

UPCOMING CHANGES IN MARIJUANA LAWS

On January 6 representatives from the office of marijuana policy of the Department of Excise and Licensing explained their plans for Denver's implementation of the changes in marijuana licensing that were approved by statewide voters in the November election.

There is an Omnibus Bill dealing with social equity, changes to existing licensing, and the introduction of marijuana delivery. There is also a bill to enact a marijuana hospitality program allowing marijuana consumption in some places.

The social equity portion has a goal of providing opportunities for individuals who have been harmed by previous marijuana prohibition and other inequity such as high entry level costs or barriers to those with previous convictions. These inequities have impacted minorities more severely. This seeks to address these inequities by giving social equity applicants first preference in obtaining licenses rather than awarding licenses by lottery.

There will also be changes in license fees and business hours and provisions for the delivery of medical and recreational marijuana to adults over 21 in private homes.

The hospitality bill allows consumption of marijuana in certain locations. Businesses allowing the consumption of marijuana will be required to have a social impact plan requiring community support. These locations could include party buses. They would be subject to rules requiring proper ventilation and odor control.

These proposals will come before city council soon.

People in attendance at the meeting expressed concern about the dangers of second-hand smoke and the possible impact on the youth.

They are still taking written comments at marijuanainfo@denvergov.org.

NEW REZONING PROPOSED FOR 17TH AND SHERIDAN

Matt Chiodini of Oz Architecture outlined a proposed project for the site at 17th and Sheridan at the January SLCG meeting. They will be seeking a rezoning from URH3 and USUC to URX3, which allows town homes, row houses, and shop fronts. A previous rezoning attempt for that site was not approved due to opposition from nearby neighbors. This project offers lower scale buildings that don't overwhelm the neighborhood and takes into account some of the concerns raised regarding the previous rezoning attempt.

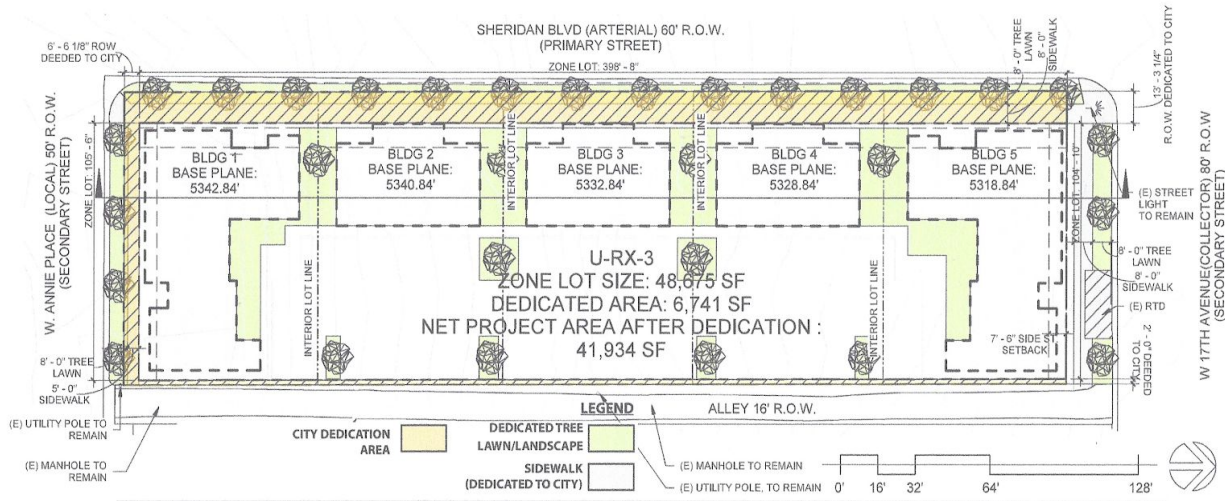
An attractive benefit from this project would be the addition of 400 feet of sidewalk and tree lawn along Sheridan from Annie Place to 17th Avenue. The absence of sidewalks along this busy stretch of Sheridan has been a hazard to pedestrians for the last 50 years.

The site has a 15 to 17 foot slope between 17th and Annie Place. The height of the buildings will step up to accommodate this slope. The project will consist of five buildings with a total of 60 units with 50 parking spaces on grade. There will be studio, one-bedroom, and two-bedroom units. The buildings will be capped at three stories with a 45 foot maximum height. The parking area will be in the back off the alley, and the buildings will be close to the sidewalk on Sheridan to minimize the impact of shade on existing properties. The two buildings on the corners will be larger, and there will be plantings between the buildings.

A straw poll was taken at the meeting with 11 people in favor of the project and 3 opposed. The

rezoning process is estimated to take eight or nine months.

ZONE LOT AMENDMENT REQUEST | 1634-1680 SHERIDAN BLVD.



PROPERTY CRIME UP IN AREA

Although violent crime is down 22% in Police District 1, property crime is up an alarming 31%. Auto theft is the crime showing the greatest increase. There have been 11 car thefts in the Sloan's Lake neighborhood this month. Chevy Silverados are the most popular vehicle with car thieves. Several of these could have been prevented. Some involved "puffers," which were left running unattended to warm up. In a couple instances, keys were left in the cars.

Although the typical thefts from motor vehicles are down slightly, some disturbing new trends have emerged. One involves the theft of catalytic converters off of vehicles. They are fairly easy to remove and contain valuable metals and can be sold for around \$150. It will cost the owner up to \$1,200 to replace them. Hondas and trucks are popular targets for this crime because they are easy to crawl under. However, even a Toyota Prius may be targeted because their catalytic converters contain more valuable metals. Owners are advised to park in a garage if possible or in a well-lighted area. It is possible to purchase a lock for catalytic converters but they are not often in stock. If you see someone under a car at night, it is wise to notify police.

Another alarming trend is the theft of firearms from vehicles. There were 46 last year in District 1. This included five in the Sloan's Lake neighborhood and seven in West Colfax. These guns are frequently used in other crimes.

Another problem citywide is road rage. There were 29 incidents in 2020. Frustrations are high during the pandemic. Do not engage with someone who cuts you off in traffic. It can easily escalate into something dangerous.

VACCINATIONS AVAILABLE FOR ADULTS OVER 70

Covid 19 vaccinations are being offered at locations near our neighborhood. A massive drive-in vaccination program was offered at Coors Field for adults over 70 on January 30 and 31. Similar events are planned for the future. For information or to schedule an appointment, contact UC Health at www.uchealth.org/today/covid-19-coronavirus-recent-updates.

Vaccinations have also been given at Servicios De La Raza at 3131 W. 14th Avenue. More events are planned for the future. To make an appointment or get information call 720 410-7108. Free Covid-19 testing is available on Wednesdays and Thursdays at Sun Valley Kitchen at 1260 Decatur St. from 8:30 am-4:00 pm.

BEWARE OF COVID VACCINE SCAMMERS

Your health care provider may contact you through your patient portal or by phone or email to schedule a vaccination, but beware of unknown parties offering Covid 19 vaccine. If you receive such an email or phone call, please be aware that a legitimate source will never ask for any personal information other than your birthdate. If they ask for your social security number or bank account information, hang up immediately. There is no charge for the vaccine. If anyone requests payment, hang up or delete. For more information on avoiding scams, visit <https://www.denvergov.org/Government/Covid-19-Information>.

FEDERAL BLVD. PIPE REPLACEMENT

Denver Water started a water main replacement project on Federal Blvd. in January. The project will last until summer 2021. This project will occur in two locations on Federal Blvd. with two crews working simultaneously to replace the aging water mains underneath the road. The locations are Federal Blvd from West 16th Ave. to West 29th Ave. and Federal Blvd. from West 46th Ave. to West 52nd Ave. During construction there will be daily lane closures on Federal in these areas. Expect delays when traveling through these areas. Local access to residences and businesses will be maintained throughout the project. To receive weekly project updates, visit denverwater.org/Federal.

PARENT SCHOOL SURVEY

ELEVAT(ED), a community group organized last May to hold newly elected directors on the Denver Public Schools Board accountable to their campaign promises to pursue student equity, is currently conducting a survey to gauge the quality of communications between DPS and families during the pandemic and as students return to the classrooms. They also hope to measure other areas of concerns such as the extent to which parents are considering removing their kids from DPS or to which educators may be considering leaving their profession due to the unusually great burden they have carried in this academic year.

They are hoping to reach a significant and diverse sample of parents in this survey. To access the survey in English, visit <http://bit.ly/ParentSurvey-English>. For the Spanish version, visit <http://bit.ly/ParentSurvey-Spanish>. The survey will close at midnight on February 2.

COUNCIL DISTRICT 1 VIRTUAL OFFICE HOURS

If you have comments or concerns you would like to share, book a 15-minute virtual appointment on Friday, February 5, February 12, or February 19 from 11:00 am-2:00 pm. Reserve a spot at bit.ly/CD1OFFICEHOURS.

SLCG CONTACTS

OTHER CONTACTS

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The Sloan's Lake Citizens' Group
P.O. Box 140663
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Newsletter
Volume 44 Issue 1

Return Service Requested

Dated Material

SLCG MEMBERSHIP FORM

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We are a 501C(3) non-profit organization.

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Mailing Address: The Sloan's Lake Citizens' Group, P.O. Box 140663, Denver, CO 80214
Please make check payable to SLCG or Sloan's Lake Citizens' Group