

## Zone Map Amendment (Rezoning) for PUD - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT		<input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT	
Property Owner Name	Arrupe Jesuit High School / Archdiocese of Denver	Representative Name	Dustin Mallory
Address	4343 N. Utica Street / 1300 S. Steele Street	Address	1703 Sand Lily Drive
City, State, Zip	Denver, CO 80212 / Denver, CO 80210	City, State, Zip	Golden, CO 80401
Telephone	303-455-7449 / 303-715-3254	Telephone	720-244-4288
Email	mohagan@arrupemail.org jarrett.laraway@archden.org	Email	dustin.mallory@anseradvisory.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 and/or boundary description):	Proposed PUD Zoning: 4343, 4377 N. Utica Street Proposed U-TU-C Zoning: 4358, 4380 N. Utica Street
Assessor's Parcel Numbers:	02193-02-048-000; 02193-02-047-000; 02193-01-020-000
Area in Acres or Square Feet:	Proposed PUD Zoning: 1.450 acres +/- Proposed U-TU-C Zoning: 1.73 acres +/-
Current Zone District(s):	R-2 (Former Chapter 59 Zoning Code) and U-TU-C

PROPOSAL									
Proposed Zone District (See DZC Section 9.6.1.3(A) to determine if General or Detailed):	<input checked="" type="checkbox"/> General PUD <input type="checkbox"/> Detailed PUD								
Proposing SubAreas:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
Standard Zone District: Please list the zone district(s) on which the PUD will be based:	Campus-Education/Institution 2 (CMP-EI2)								
Deviations from Standard Zone District: As an attachment, please provide a list of proposed deviations and a detailed explanation of why the deviation is needed.	<table border="1"> <thead> <tr> <th>Deviation</th> <th>Why deviation is necessary</th> </tr> </thead> <tbody> <tr> <td>See list of deviations attached and in PUD-G 33</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Deviation	Why deviation is necessary	See list of deviations attached and in PUD-G 33					
	Deviation	Why deviation is necessary							
	See list of deviations attached and in PUD-G 33								

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"/> <b>Yes - State the contact name &amp; meeting date</b> Concept meeting on 2/22/23; First meeting w/ Tony Lechuga on 5/23/23 <input type="checkbox"/> <b>No - Describe why not (in outreach attachment, see bottom of p. 3)</b>
Did you contact the City Council District Office regarding this application?	<input checked="" type="checkbox"/> <b>Yes - if yes, state date and method</b> Meeting w/ Councilwoman Sandoval (District 1) on 5/4/23 and 9/27/23 <input type="checkbox"/> <b>No - if no, describe why not (in outreach attachment, see bottom of p. 3)</b>



# REZONING GUIDE

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## REVIEW CRITERIA

<p>General Review Criteria DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm <b>and</b> include sections in the review criteria narrative attachment</p>	<p><input checked="" type="checkbox"/> <b>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.</b></p> <p>Please provide a review criteria narrative attachment describing <b>how</b> the requested zone district is consistent with the policies and recommendations found in <b>each</b> of the adopted plans below. Each plan should have its own subsection.</p> <p><b>1. Denver Comprehensive Plan 2040</b></p> <p>In this section of the attachment, describe <b>how</b> 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><b>2. Blueprint Denver</b></p> <p>In this section of the attachment, describe <b>how</b> 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><b>3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):</b></p> <p>N/A</p>
<p>General Review Criteria: DZC Sec. 12.4.10.7. B &amp; C</p> <p>Check boxes to the right to affirm <b>and</b> include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.</p>	<p><input checked="" type="checkbox"/> <b>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.</b></p> <p><input checked="" type="checkbox"/> <b>Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</b></p> <p>In the review criteria narrative attachment, please provide an additional section describing <b>how</b> 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 <b>and</b> include a section in the review criteria narrative attachment.</p>	<p><b>Justifying Circumstances - One of the following circumstances exists:</b></p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error;</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact;</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints 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>a. Changed or changing conditions in a particular area, or in the city generally; or,</p> <p>b. A City adopted plan; or</p> <p>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"/> <b>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.</b></p> <p>In the review criteria narrative attachment, please provide a separate section describing <b>how</b> 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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Additional Review Criteria for Rezoning to PUD District: The proposal must comply with all of the additional review criteria

DZC Sec. 12.4.10.9

Check boxes to the right to affirm and include a section in the review criteria narrative for each.

- ☒ The PUD District and the PUD District Plan comply with the intent, purpose, all applicable standards and criteria stated in Article 9, Division 9.6 (Planned Unit Development).\*
- \*Provide a section describing how the PUD district responds to A.-D. of the General Purpose and Intent statement in DZC Section 9.6.1.1.
- ☒ The development proposed on the subject property is not feasible under any other Zone Districts, and would require an unreasonable number of variances or waivers and conditions.
- ☒ The PUD District, the PUD District Plan establish permitted uses that are compatible with existing land uses adjacent to the subject property.
- ☒ The PUD District, the PUD District Plan establish permitted building forms that are compatible with adjacent existing building forms, or which are made compatible through appropriate transitions at the boundaries of the PUD District Plan (e.g., through decreases in building height; through significant distance or separation by rights-of-way, landscaping or similar features; or through innovative building design).

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.
- ☒ Deviations from Standard Zone District List. See page 1 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 is document is required.)
- ☐ **Other Attachments.** Please describe. \_\_\_\_\_

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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)
<b>EXAMPLE</b> John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/12/20	(A)	YES
Archdiocese of Denver, Keith A. Parsons, COO	4377, 4380, 4358, N. Utica St Denver, CO 80212 303-715-3254 jarrett.laraway@archden.org	100 (100% of 4377, 4380, and 4358 N. Utica St.)	<i>Keith Parsons</i> Digitally signed by Keith Parsons Date: 2023.12.21 17:01:26 -07'00'	12/21/23	(C)	YES
<i>ARAUPE JESUIT</i> <i>High School</i> <i>MICHAEL J.</i> <i>O'HAGAN, PRES.</i>	<i>4343, 4346</i> <i>Utica Street</i> <i>Denver, Co 80212</i> <i>303.455.7449</i>	<i>100%</i> (100% of 4343 and 4346 N. Utica St.)	<i>Michael J.</i> <i>O'Hagan,</i> <i>President</i>		(C)	YES
	<i>mohagan @</i> <i>araupejesuit.com</i>					YES
						YES



## PUD-G 33

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4343 North Utica Street  
Official Map Amendment #2023I-00043  
Effective Date: May 2024



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## CHAPTER 1. ESTABLISHMENT AND INTENT

### SECTION 1.1 PUD-G 33 ESTABLISHED

The provisions of this PUD-G 33 apply to the land depicted on the Official Zoning Map with the label PUD-G 33, and more generally described as approximately 1.4 acres on three parcels of land located in the Southwest Quarter of Section 19, Township 3 South, City and County of Denver, State of Colorado, as further described in Section 1.1.2, Subareas Established, below.

#### 1.1.1 Existing Building Established

“Existing Building” means the entirety of the primary structure located in Subarea A of PUD-G 33, as shown in Figure 1-1, as such structure existed on May XX, 2024.

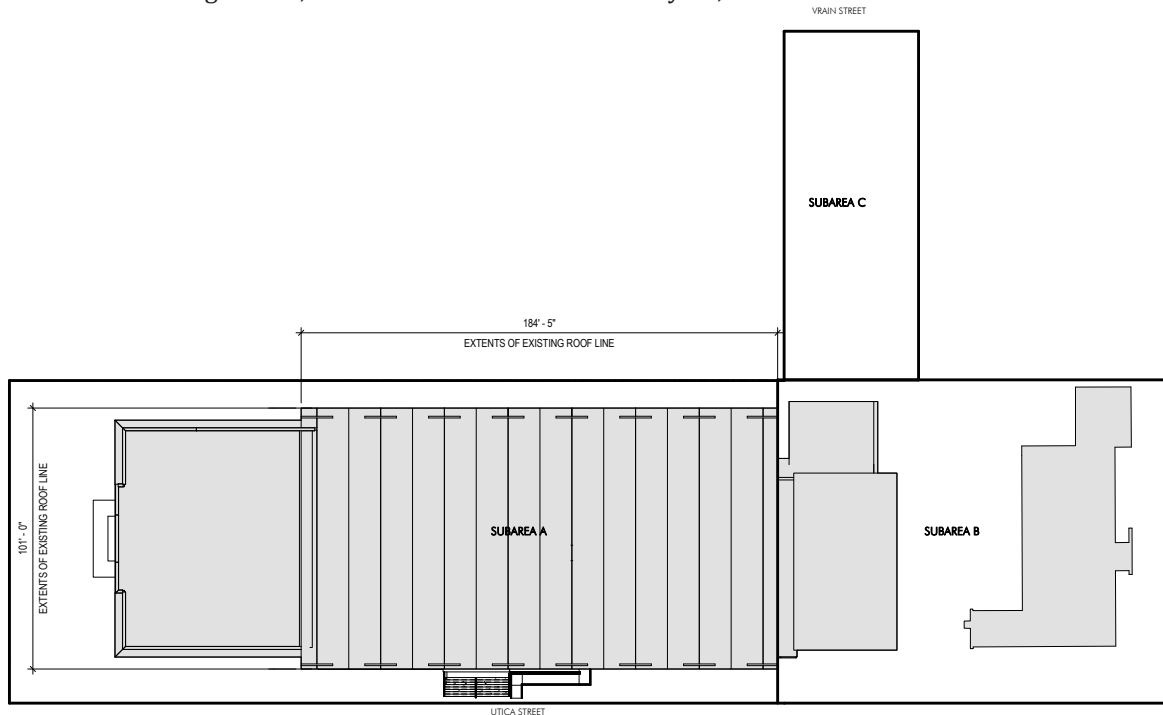


Figure 1-1 Existing Building Defined and Subareas Established within PUD-G 33

#### 1.1.2 Subareas Established

The following subareas are hereby established within PUD-G 33 for the purposes of applying the zoning standards contained herein. All subareas established are shown generally in Figure 1-1 above and described legally as follows:

##### A. Subarea A Legal Description

Beginning at southeast corner of Lot 22, Block 5, Mountain View Estates, City and County of Denver, State of Colorado,  
 Said point bears south 30°58'23" west, a distance of 666.41 feet from said range point located at the intersection of Tennyson Street and West 44th Avenue;  
 Thence south 89°42'02" west, along the south line of said lot 22, a distance of 124.98 feet to said east line of the vacated alley in said block 5 per ordinance 175 series of 1980;  
 Thence north 00°17'34" west along said east line, a distance of 297.32 feet to the south line of the north 2.58 feet of lot 11, of said block 5;  
 Thence north 89°42'59" east, along said south line, a distance of 125.03 feet to the east line of said block 5;



Thence south  $00^{\circ}16'59''$  east, along said east line, a distance of 297.28 feet; to the point of beginning. Whence said range point located at the intersection of Tennyson Street and West 43rd Avenue bears south  $78^{\circ}46'33''$  east a distance of 350.35 feet;  
City and County of Denver, State of Colorado.  
The described contains 37,164 square feet or 0.853 acres, more or less.

**B. Subarea B Legal Description**

Beginning at the south point of Ordinance 713, series of 1980, on the east line of said Block 5, said point bears south  $69^{\circ}15'54''$  west, a distance of 369.04 feet from said range point located at the intersection of Tennyson Street and West 44th Avenue;  
Thence south  $00^{\circ}15'59''$  east, along said east line of said Block 5, a distance of 143.45 feet to said south line of the north 2.58 feet of Lot 11, Block 5;  
Thence south  $89^{\circ}42'59''$  west, along said south line, a distance of 125.03 feet to said east line of the vacated alley in said Block 5 per ordinance 175 series of 1980;  
Thence north  $00^{\circ}17'34''$  west along said east line, a distance of 152.53 feet to the north line of said Lot 5;  
Thence north  $89^{\circ}43'27''$  east along said south line, a distance of 104.88 feet to the westerly curve of Ordinance 713 series of 1980;  
Thence along said curve being a non-tangent curve to the left an arc length of 22.31 feet, having a radius of 50.00 feet, through a central angle of  $25^{\circ}33'39''$  and a chord which bears south  $66^{\circ}04'14''$  east a distance of 22.12 feet to the point of beginning. Whence said range point located at the intersection of Tennyson Street and West 43rd Avenue bears south  $34^{\circ}11'50''$  east a distance of 615.30 feet;  
City and County of Denver, State of Colorado.  
The described contains 18,962 square feet or 0.435 acres, more or less.

**C. Subarea C Legal Description**

Beginning at the northwest corner of said Lot 11, of said Block 5, being on the south line extended of Lot 39, of said Block 5 said point bears south  $59^{\circ}54'01''$  west, a distance of 542.64 feet from said range point located at the intersection of Tennyson Street and West 44th Avenue;  
Thence south  $89^{\circ}42'59''$  west along said south line extended of said lot 39, a distance of 135.03 feet to the west line of said Block 5;  
Thence north  $00^{\circ}18'08''$  west, along said west line, a distance of 49.99 feet to the north line of Lot 40 of said Block 5;  
Thence north  $89^{\circ}43'08''$  east, along said north line, a distance of 135.04 feet to said east line of the vacated alley in said Block 5 per Ordinance 175 series of 1980;  
Thence south  $00^{\circ}17'24''$  east, along said east line, a distance of 49.98 feet to the point of beginning. Whence said range point located at the intersection of Tennyson Street and West 43rd Avenue bears south  $51^{\circ}59'29''$  east, a distance of 596.71 feet;  
City and County of Denver, State of Colorado.  
The described contains 6,750 square feet of land or 0.155 acres, more or less.

## SECTION 1.2 PUD-G 33 GENERAL PURPOSE

The general purpose of PUD-G 33 is to:

- 1.2.1 Facilitate the growth of Arrupe Jesuit High School within the Campus Context which allows for flexible placement of buildings and other site elements that express stakeholder visions for the campus and its surrounding area.

## **SECTION 1.3 PUD-G 33 SPECIFIC INTENT**

The specific intent of PUD-G 33 is to:

- 1.3.1 Facilitate the creation of significant public benefits not allowed or guaranteed by a traditional zone district, specifically:
  - A. Natural growth of the school within a confined block.
  - B. Preservation of the existing folded plate roof and existing Primary Street Setback of the Existing Building in Subarea A.
  - C. Promoting visual compatibility of new development with the strong pattern of the Existing Building characterized by brick cladding on exterior walls.
  - D. Adaptive reuse of the Existing Building.
- 1.3.2 To establish specific building form standards that accommodate the unique site and location and are compatible with the Neighborhood Context.



## **CHAPTER 2. NEIGHBORHOOD CONTEXT DESCRIPTION**

### **SECTION 2.1 CAMPUS CONTEXT DESCRIPTION**

All development in PUD-G 33 shall conform to the Denver Zoning Code, Division 9.2, Campus Context Description, as amended from time to time, except as modified in this PUD-G 33.

## **CHAPTER 3. DISTRICTS**

### **SECTION 3.1 CAMPUS EDUCATION/INSTITUTION DISTRICT**

All development in PUD-G 33 shall conform to the Denver Zoning Code, Section 9.2.4, Campus-Education/Institution, as specifically applicable to the CMP-EI2 Zone District, as amended from time to time, except as modified in this PUD-G 33.



## CHAPTER 4. DESIGN STANDARDS

Development in this PUD-G 33 shall comply with the Denver Zoning Code, Division 9.2, Campus Context, as specifically applicable to the CMP-EI2 Zone District, as amended from time to time, with the following modifications.

### SECTION 4.1 DESIGN STANDARDS FOR SUBAREA A

Section 9.2.4.3.C.2 of the Denver Zoning Code, District Specific Standards for CMP-EI2, shall not apply. Instead, all development in Subarea A of this PUD-G 33 shall comply with the following building form standards.

#### 4.1.1 Applicability

All development in Subarea A of this PUD-G 33 shall comply with the primary building form standards in Section 4.1.2 and Table 4.1. below.

#### 4.1.2 District Specific Standards - PUD-G 33 Subarea A Building Form Standards

TABLE 4.1: SUBAREA A OF PUD-G 33 BUILDING FORM

HEIGHT	Subarea A
Feet (max)	50'
SITING	Subarea A
<b>SETBACKS AND BUILDING COVERAGE</b>	
Primary Street (min)	20' Additional standards in Section 4.1.2.A apply
Side Street (min)	5'
Side Interior (min)	5'
Rear (min)	5'
<b>PARKING</b>	
Vehicle Access, 3 or more side-by-side dwelling units in one structure	From Alley; or Street access allowed when no Alley present (Sec. 9.2.7.4, Vehicle Access From Alley Required - Exceptions)
Vehicle Access, all other permitted uses	Access determined as part of Site Development Plan Review
USES	Subarea A
	All permitted Uses shall be allowed within this building form. See Section 9.2.8, Uses and Parking

#### A. Limited Primary Street Setback Exceptions Allowed

In addition to the Design Standard Exceptions in Section 9.2.7 of the Denver Zoning Code, exceptions shall be made for the Existing Building elements already sited in the Primary Street Setback, including the folded plate roof, vestibule, exterior stairs, ramp, canopies, and horizontal shading devices which can be repaired and/or reconstructed as needed, and modified to meet minimum standards under the Denver Building and Fire Code. The exterior stairs of the Existing Building may be reconstructed with an allowed encroachment of up to 15 feet.

### SECTION 4.2 DESIGN STANDARDS FOR SUBAREA B

Section 9.2.4.3.C.2 of the Denver Zoning Code, District Specific Standards for CMP-EI2, shall not apply. Instead, all development in Subarea B of this PUD-G 33 shall comply with the following building form standards.

#### 4.2.1 Applicability

All development in Subarea B of this PUD-G 33 shall comply with the primary building form standards in this Section 4.2.2 and Table 4.2. below.

## 4.2.2 District Specific Standards - PUD-G 33 Subarea B Modified Building Form Standards

TABLE 4.2: SUBAREA B OF PUD-G 33 BUILDING FORM

HEIGHT	Subarea B
Feet (max)	50'
SITING	Subarea B
SETBACKS AND BUILDING COVERAGE	
Primary Street (min)	5'
Side Street (min)	5'
Side Interior (min)	5'
Rear (min)	5'
PARKING	
Vehicle Access, 3 or more side-by-side dwelling units in one structure	From Alley; or Street access allowed when no Alley present (Sec. 9.2.7.4, Vehicle Access From Alley Required - Exceptions)
Vehicle Access, all other permitted uses	Access determined as part of Site Development Plan Review
USES	Subarea B
	All permitted Uses shall be allowed within this building form. See Section 9.2.8, Uses and Parking

## SECTION 4.3 DESIGN STANDARDS FOR SUBAREA C

All development in Subarea C of this PUD-G 33 shall comply with the district specific standards of the Denver Zoning Code, Section 9.2.4.3.C.2, as specifically applicable to the CMP-EI2 Zone District, as amended from time to time.

## SECTION 4.4 DESIGN STANDARDS EXCEPTIONS

Development in this PUD-G 33 shall comply with the Design Standard Exceptions in Section 9.2.7 of the Denver Zoning Code as applicable to the CMP-EI2 Zone District, as amended from time to time, except as modified in this PUD-G 33.

## SECTION 4.5 CONSERVATION OF THE EXISTING FOLDED PLATE ROOF

### 4.5.1 Intent

To maintain and conserve the unique architectural feature of the Existing Building.

### 4.5.2 Conservation of Existing Folded Plate Roof

All new development in Subarea A shall conserve or match the existing folded plate roof of the Existing Building, which is dimensioned and shown in Figures 1-1 and 1-2.



Figure 1-2 Existing folded plate roof (Source: Google Maps)



## **SECTION 4.6 EXTERIOR WALL CLADDING DESIGN STANDARDS**

### **4.6.1 Intent**

To promote visual compatibility with the strong pattern of brick cladding on the Existing Building's exterior walls.

### **4.6.2 Design Standard**

- A. A minimum of 60% of the surface area of the Exterior Walls of Subarea A of PUD-G 33, excluding fenestration (windows and doors), shall be clad with Brick.
- B. A minimum of 40% of the surface area of the Exterior Walls of Subarea B of PUD-G 33, excluding fenestration (windows and doors), shall be clad with Brick.
- C. The term "brick" is defined in Chapter 7 of PUD-G 33.

### **4.6.3 Rule of Measurement**

The surface area of Exterior Walls shall be calculated as the total square footage of all Exterior Walls at or above Street Level. If a building is located within two Subareas of PUD-G 33, only the portion of the surface area within the Subarea shall be counted.

## **CHAPTER 5. USES AND REQUIRED MINIMUM PARKING**

All development in PUD-G 33 shall comply with the Denver Zoning Code, Section 9.2.8, Uses and Required Minimum Parking, as specifically applicable to CMP-EI2 zone district, as amended from time to time.



## **CHAPTER 6. ADDITIONAL STANDARDS**

### **SECTION 6.1 ARTICLE 1 OF THE DENVER ZONING CODE**

#### **6.1.1 Applicability**

Development in this PUD-G 33 shall conform to Article 1, General Provisions of the Denver Zoning Code, as amended from time to time.

### **SECTION 6.2 ARTICLE 9 OF THE DENVER ZONING CODE**

#### **6.2.1 Applicability**

Development in this PUD-G 33 shall comply with Article 9, Special Districts of the Denver Zoning Code, as amended from time to time and as previously modified in this PUD-G 33.

### **SECTION 6.3 ARTICLE 10 OF THE DENVER ZONING CODE**

#### **6.3.1 Applicability**

Establishment of uses in this PUD-G 33 shall comply with the Denver Zoning Code, Article 10, General Design Standards, of the Denver Zoning Code, as amended from time to time.

### **SECTION 6.4 ARTICLE 11 OF THE DENVER ZONING CODE**

#### **6.4.1 Applicability**

Establishment of uses in this PUD-G 33 shall comply with the Denver Zoning Code, Article 11, Use Limitations and Definitions, as amended from time to time.

### **SECTION 6.5 ARTICLE 12 OF THE DENVER ZONING CODE**

#### **6.5.1 Applicability**

All development in this PUD-G 33 shall comply with the Denver Zoning Code, Article 12, Procedures and Enforcement, as amended from time to time.

### **SECTION 6.6 ARTICLE 13 OF THE DENVER ZONING CODE**

#### **6.6.1 Applicability**

Development in this PUD-G 33 shall comply with the Denver Zoning Code, Article 13, Rules of Measurement and Definitions, as amended from time to time.

#### **6.6.2 Definition of Brick**

Brick means a masonry architectural cladding material (including terra cotta) composed of rectilinear modular units with joints between each unit where no face of a unit exceeds 46 square inches in area. Brick shall be expressed in its natural state without stucco or other coatings. Brick may be applied as a veneer or panel system where the individual modular units are preattached with clips, mortar, or other means into larger sheets that are then applied as architectural cladding. Brick does not include concrete masonry units, natural stone, stone panel systems or rain screen systems.

## **CHAPTER 7. RULES OF INTERPRETATION**

Whenever a section of the Denver Zoning Code is referred to in this PUD-G 33, that reference shall extend and apply to the section referred to as subsequently amended, recodified, or renumbered; provided, however, if a section of the Denver Zoning Code, as subsequently amended, recodified, or renumbered, conflicts with a provision of this PUD-G 33, this PUD-G 33 shall control.

## **CHAPTER 8. VESTED RIGHTS**

This PUD-G 33 shall be established in accordance with Denver Zoning Code sections 9.6.1.2.C and 9.6.1.5, and vested property rights shall be created 90 days after the effective date of the ordinance approving this PUD-G 33. The property rights vested through approval of this PUD-G 33 shall remain vested for a period of 3 years and shall include the right to commence and complete development of and the right to use the site in accordance with the intent, standards, and uses set forth in the Denver Zoning Code, as amended from time to time, except as modified by this PUD-G 33.

January 10, 2024

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City and County of Denver  
Community Planning and Development  
Attn: Tony Lechuga  
201 W. Colfax Ave., Dept. 205  
Denver, CO 80202

RE: Cover Letter to Arrupe Jesuit High School PUD Rezoning Application

Mr. Lechuga:

We represent Arrupe Jesuit High School ("**Arrupe**"), along with its partner the Archdiocese of Denver (the "**Archdiocese**") and, collectively with Arrupe, the "**Applicant**") with respect to the enclosed application to rezone the approximately 1.45-acre property generally located at the southeast corner of W. 43<sup>rd</sup> Avenue and Utica Street (the "**School Property**") to Planned Unit Development-General-33 ("**PUD**"), and approximately 1.73-acre property generally located at the northeast corner of W. 44<sup>th</sup> Ave and Utica Street (the "**Parish Property**") and, collectively with the School Property, the "**Property**") to Urban-Two Unit-C ("**U-TU-C**"), in the City and County of Denver, Colorado (the "**City**") with the standards described therein (the "**Rezoning**").

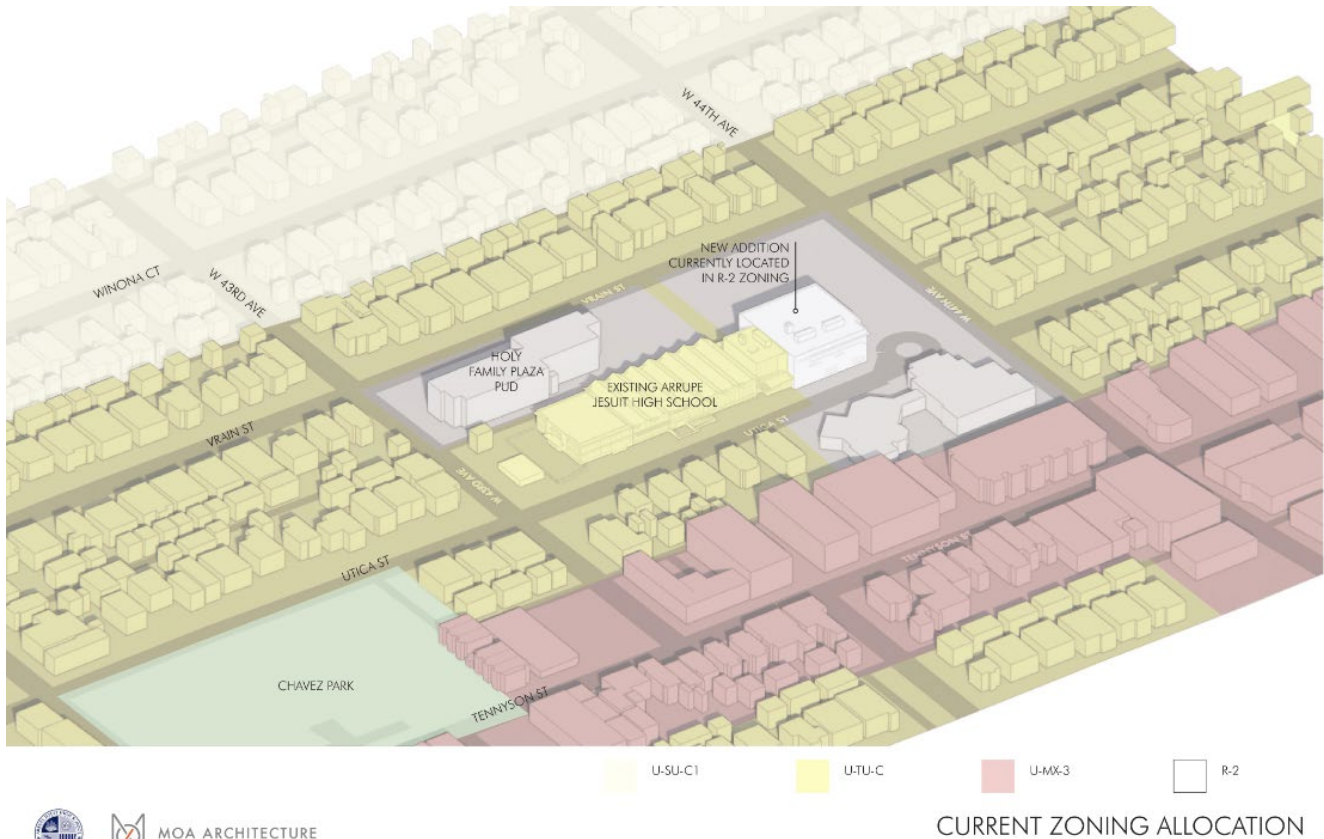
Arrupe and the Archdiocese each own distinct portions of the Property, and are entering into an agreement to exchange certain parcels, so that Arrupe will own the entirety of the School Property and the Archdiocese will own the entirety of the Parish Property.

While the School Property Rezoning is based primarily on Campus – Education Institution 2 ("**CMP-EI2**") zoning, it incorporates elements from other zone districts and increases and decreases allowed heights and setbacks in certain areas, to create a customized program for the School Property to ensure it is most compatible with the surrounding neighborhood. The Parish Property Rezoning is proposed to be the standard U-TU-C zone district. This letter is provided as part of the application for the Rezoning and to provide the City with additional information that may aid City staff and City Council in reviewing and approving the application.

## **BACKGROUND**

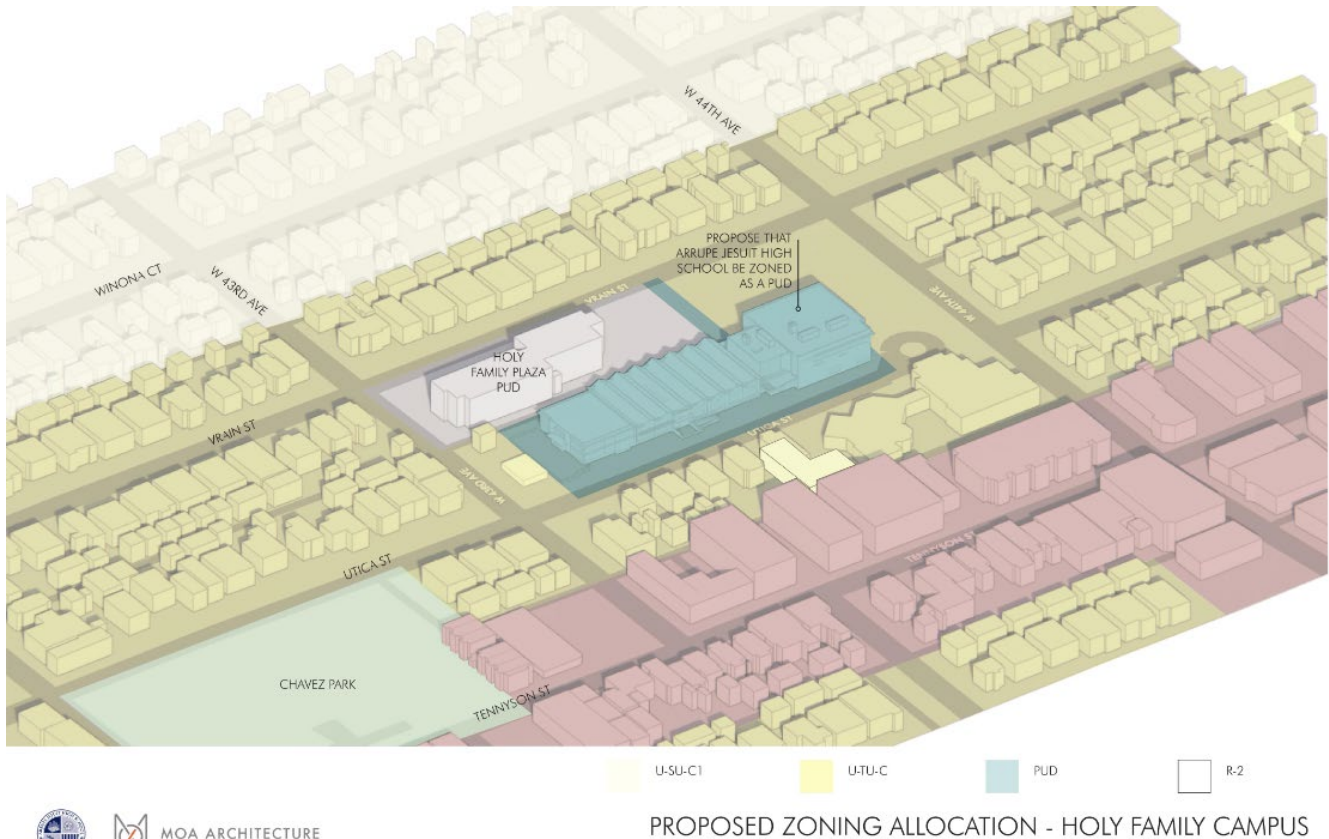
The Property's existing zoning is a mix of R-2 with a Planned Building Group ("**PBG**") and U-TU-C as shown in the depiction below. The R-2 and PBG zoning is pursuant to Former Chapter 59 (the "**Former Chapter 59 Code**") and is outdated and antiquated.





Arrupe intends to build a new addition to the existing high school building, which will replace the Archdiocese's existing Holy Family Rectory building to the north. The existing Arrupe school building is located in the U-TU-C zone district, while the Holy Family Rectory building is located in the Former Chapter 59 Code R-2 zone district. The Former Chapter 59 Code R-2 zone district does not permit the proposed secondary school use, while the U-TU-C does. However, due to the unique constraints of the site, the proposed expansion of the school is not feasible under the U-TU-C zone district design and building form standards.

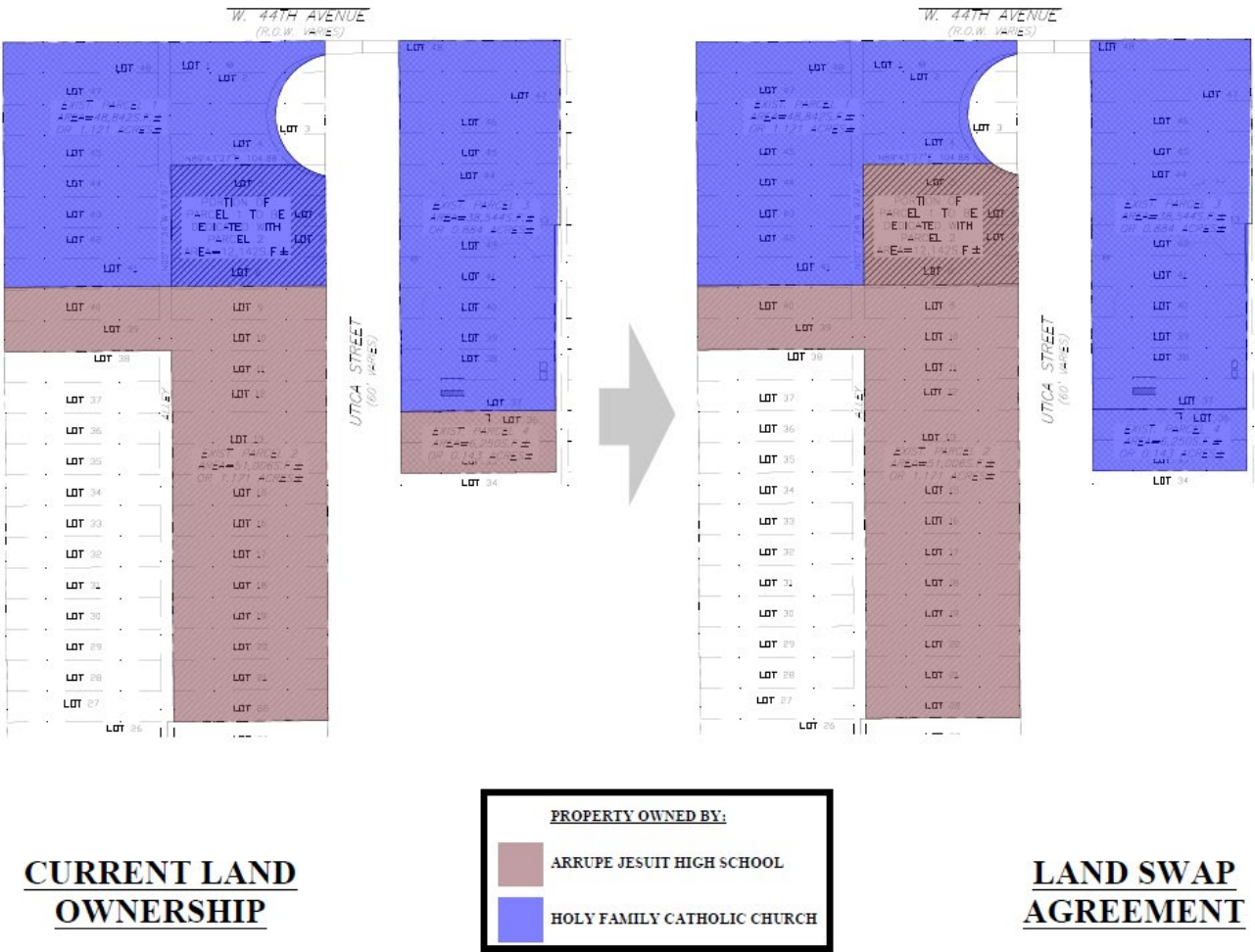
The proposed Rezoning to PUD for the School Property will provide numerous public benefits for the community, including increasing capacity for additional students, rehabilitating and reusing portions of the existing school building's gymnasium as new classroom space, preserving the historic architecture of the existing sawtooth roof, and activating the property to encourage pedestrian friendly paths and other public infrastructure. The proposed Rezoning to U-TU-C for the Parish Property will better align it with the surrounding properties and is consistent with the Comprehensive Plan, as detailed herein. Below is a depiction of the proposed Rezoning.



The Rezoning also provides an opportunity for the Property to come under and comply with the current Denver Zoning Code (the “**Code**”). While the redevelopment proposed on the School Property is the driving force behind this Rezoning, eliminating Former Chapter 59 Code R-2 zoning completely also furthers City goals.

The properties surrounding the Property are zoned U-TU-C to the north, south, and west, and U-MS-5 and U-MX-3 to the east.

As previously mentioned, Arrupe and the Archdiocese are entering into an agreement to exchange certain parcels, so that Arrupe will own the entirety of the School Property, facilitating the addition to the school building. The parcel exchange will also consolidate the Archdiocese’s properties and result in the Archdiocese owning the entirety of the Parish Property. This consolidation will facilitate the future development and redevelopment plans for both Arrupe and the Archdiocese. These plans include rehabilitating and expanding educational facilities and religiously affiliated nonprofit services across the Property. The land swap is detailed in the depiction below for reference.



**PROJECT DESCRIPTION**

The School Property redevelopment plans are to replace the existing Holy Family Rectory building located at the north end of the School Property with a new addition to the existing Arrupe school building. The addition will involve rehabilitating the northernmost portion of the existing school building and reconfiguring the floor plan to build a new gymnasium and turn the existing gymnasium into new classroom spaces (the “**School Project**”). The addition will allow the school to accommodate a 31.25% increase in the student body from 400 students to 525 students. The School Property redevelopment will include preservation of the distinctive sawtooth roof of the existing school building. Arrupe is also investing in making the existing building more energy efficient and has been accepted into the Energize Denver Equity Priority Buildings Assistance Program to facilitate increased energy efficiency.

The Parish Property redevelopment plans are consistent with the proposed Rezoning to U-TU-C. The proposed Rezoning will not result in changes to the current uses of the Property. The Rezoning simply allows for future redevelopment plans for a new parish hall and pastor residence, both of which will fit the scale of the residential neighborhood while diversifying and supporting the existing institutional use on the site (the “**Parish Project**” and, collectively with the School Project, the “**Project**”).

The Rezoning allows the Applicant to remain compatible with the surrounding area, in building form, density and design. The vision is to expand the existing school facilities in a way that seamlessly integrates with the historic architecture of the existing school building. With this expansion, Arrupe also plans to improve the pedestrian environment around the school, by removing an existing curb cut to improve pedestrian safety, and by activating the street with benches, trash receptacles, gardens, trees, landscaping, and bicycle parking to encourage multi-modal transportation.

The Rezoning allows for better use of the site and maximizes land use for the built form. The proposed PUD deviates from the CMP-EI2 zone district in ways that will encourage preservation of the existing school building’s historic sawtooth roof, maintain a shorter overall building height to better fit within the neighborhood context, and reduce setbacks to allow the addition to blend with the existing building. Of the potential standard zone districts that could be applied to the School Property, none would allow the unique goals of the site redevelopment of the School Property.

The Project does not change the current uses of the Property, but rather redistributes the uses across the School Property and Parish Property. As an example, the existing Holy Family Rectory building (and associated residential use) is located on the northernmost portion of the School Property. Similarly, Arrupe owns the southernmost parcel of the Parish Property, which currently houses a residential use. The Project proposes transferring the Archdiocese’s parcel on the northernmost end of the School Property with Arrupe’s parcel on the southernmost end of the Parish Property. This exchange of parcels will allow the expansion of Arrupe’s existing school building to the north of the School Property under the proposed PUD zone designation and the development of a new rectory for the Archdiocese to the south of the Parish Property under the existing U-TU-C zone district.

In order to develop the Project as envisioned, the proposed Rezoning of the School Property incorporates certain deviations from the base CMP-EI2 zone district, including:

- Reduced maximum building heights from 150ft to 50ft to better fit within the neighborhood context;
- Removal of bulk plane standards to allow the addition to blend and connect with the existing school building;
- Reduced setbacks and increased building coverage to facilitate the addition to the school and expanded classroom and gymnasium spaces;



- Required preservation of the historic sawtooth roof of the existing school building; and
- Increased minimum requirements for exterior brick cladding to promote visual compatibility with existing structures.

### **CITY MEETINGS AND NEIGHBORHOOD OUTREACH**

Applicant's team has engaged in a lengthy and thorough community outreach process that began well before the Rezoning application process.

Starting in May of 2023, Applicant began meeting with and listening to neighbors, city staff, and community groups, including the Berkeley Regis United Neighbors registered neighborhood organization ("**RNO**"), to create a development plan that is sensitive and responsive to the community. Applicant modified the proposed Project to address certain comments received during this process. Specific meeting dates are as follows:

#### **2022**

November 3	Meeting with City Development Coordinator
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#### **2023**

February 22	Meeting with City to review Concept Site Development Plan
April 26	Meeting with City to review Zoning Site Development Plan
May 4	Meeting with Councilwoman Amanda Sandoval
May 10	Meeting with Berkeley Regis United Neighbors
May 23	Meeting with Tony Lechuga, Senior City Planner
June 16	Meeting with Tony Lechuga, Senior City Planner
June 22	Meeting with City Landmark Preservation Commission
July 25	Meeting with Tony Lechuga, Senior City Planner
August 3	Meeting with Tony Lechuga and City Landmark Preservation Commission
September 27	Meeting with Councilwoman Amanda Sandoval
October 6	Meeting with Tony Lechuga and Bridget Rassbach, City Urban Design Architect
November 3	Meeting with Tony Lechuga, Senior City Planner
November 8	Meeting with Tony Lechuga, Senior City Planner
November 29	Meeting with Tony Lechuga, Senior City Planner
December 8	Meeting with Tony Lechuga, Senior City Planner

Applicant kept Denver City Councilwoman Amanda Sandoval, who represents the District in which the Property is located, and her staff apprised of the outreach to the community and feedback received. Applicant also modified the Project to take into account feedback received from Councilwoman Sandoval.

Applicant will continue to meet with and reach out to various neighborhood organizations and, if desired, individual neighbors, for the duration of the Rezoning process.

### **ANALYSIS**

For the Rezoning of the Parish Property from R-2 under the Former Chapter 59 Code to U-TU-C in the current Code, City Council may approve the zone map amendment if the proposed rezoning complies with specified criteria. Code, § 12.4.10.7. In addition to those criteria, the application for the Rezoning of the School Property to PUD must satisfy additional Code criteria. Code, § 12.4.10.9. What follows is an analysis of how the application for both portions of the Rezoning satisfies each of these criteria.

#### **I. Criteria for Zone Map Amendments**

The City Council may approve an official zone map amendment if the proposed rezoning complies with specified criteria. Code, § 12.4.10.7. The Rezoning of the School Property to PUD and the Parish Property to U-TU-C complies with those criteria, as explained in detail below.

1. 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 the adoption of the City's plan.

The Rezoning of the School Property to PUD and the Parish Property to U-TU-C is both consistent with the City's adopted plans and necessary to provide land for a community need that was not anticipated at the time of the adoption of the City's existing zoning map.

##### *a. Comprehensive Plan 2040 (2019)*

The City's Comprehensive Plan 2040 ("**Comp Plan**") was adopted in 2019 as "a holistic and sustainable vision to guide the future of Denver." p.10. The City uses the Comp Plan as a "guide for important policies and decisions" and to "provide a framework and common goals for all city plans, guide policy decisions, inform changes to city regulations, inform the city's resource and budgeting decisions, and evaluate and measure progress toward achieving citywide goals." p.11. In that vein, the Comp Plan sets forth six vision elements and numerous strategies to help guide future development within the City. The proposed Rezoning aligns closely with many of the strategies and recommendations in the Comp Plan, including, but not limited to:

- Vision Element 1 - Equitable, Affordable and Inclusive
  - Goal 1: "Ensure all Denver residents have safe, convenient and affordable access to basic services and a variety of amenities."

- Goal 1, Strategy C: “Improve equitable access to resources that improve quality of life, including cultural and natural amenities, health care, education, parks, recreation, nutritious food and the arts.”
  - Goal 9: “Improve equitable access to quality education and lifelong learning opportunities.”
- Vision Element 2 - Strong and Authentic Neighborhoods
  - Goal 1: “Create a city of complete neighborhoods.”
    - Goal 1, Strategy D: “Encourage quality infill development that is consistent with the surrounding neighborhood and offers opportunities for increased amenities.”
  - Goal 2: “Enhance Denver’s neighborhoods through high-quality urban design.”
    - Goal 2, Strategy D: “Use urban design to contribute to economic viability, public health, safety, environmental well-being, neighborhood culture, and quality of life.”
  - Goal 3: “Preserve the authenticity of Denver’s neighborhoods and celebrate our history, architecture and culture.”
    - Goal 3, Strategy E: “Support the stewardship and reuse of existing buildings[.]”
- Vision Element 3 – Connected, Safe and Accessible Places
  - Goal 4: “Create an equitable and connected multimodal network that improves access to opportunity and services.”
- Vision Element 4 – Economically Diverse and Vibrant
  - Goal 1: “Ensure economic mobility and improve access to opportunity.”
    - Goal 1, Strategy A: “Improve economic mobility through workforce training, career development, quality education and wealth creation.”
  - Goal 4: “Ensure Denver has a productive, competitive and knowledgeable workforce.”
    - Goal 4, Strategy C: “Encourage businesses to work with local workforce training and education organizations to better prepare residents for job and career opportunities.”
  - Goal 6: “Enable Denver’s youth to access quality education and compete in the global economy.”
    - Goal 6, Strategy A: “Create partnerships between employers and educators to directly connect students to entrepreneurs and business leaders.”
- Vision Element 5 – Environmentally Resilient
  - Goal 7: “Reduce the disposal of solid waste and conserve raw materials.”
    - Goal 7, Strategy C: “Prioritize the reuse of existing buildings and explore incentives to salvage or reuse materials from demolished structures.”

While the Rezoning would likely accomplish many more strategies and recommendations in the Comp Plan, the above list demonstrates the extent to which the Rezoning is consistent with the adopted Comp Plan.

*b. Blueprint Denver (2019)*

The City's Blueprint Denver ("**Blueprint**") was updated in 2019 and "explores the fundamental relationship between where we live, work and play and how we move throughout the city." p.9. It is "the framework for the city's major land use and transportation decisions, establishing citywide policies and specific strategies to achieve the [Comp Plan's] vision for an inclusive city in 2040." p.7. Blueprint serves as a supplement to the Comp Plan and is meant to guide implementation of the Comp Plan's six vision elements and goals.

Blueprint outlines several overarching goals, which include ensuring "all Denver residents have safe, convenient and affordable access to basic services and a variety of amenities," fostering "great urban design and the creation of authentic places that thoughtfully integrate streets, public spaces and private property," and promoting "enduring and compatible design that responds to an evolving community while embracing historic assets and cultural heritage." p.22-23. In addition to meeting the specific policy goals and strategies outlined below, the proposed Project advances each of these overarching goals. The Rezoning will allow Arrupe to expand its services and increase its student capacity from 400 students to 525 students. Arrupe provides financial assistance to 100% of students, with most students only paying \$10/month. This expanded capacity will provide more affordable access to educational opportunities for residents leaving near the Project.

Additionally, the PUD designation will allow Arrupe to prioritize compatible urban design and historic preservation and reuse. The School Project will provide street activation elements beyond those required by the Denver Zoning Code, including landscaping, benches, removing an existing curb cut, and bicycle parking. The School Project will also rehabilitate portions of the existing school building into new classroom spaces and preserve the building's historic sawtooth roof.

Blueprint sets forth specific policy goals and strategies to achieve its vision, organized by the three elements of a complete neighborhood: Land Use and Built Form, Mobility, and Quality-of-Life Infrastructure. The proposed Rezoning aligns closely with many of the strategies and recommendations, including, but not limited to:

- Land Use and Built Form Policy Recommendations
  - General Policy 02: "Incentivize or require efficient development of land, especially in transit-rich areas."
    - Policy 02, Strategy E: "In historic areas, balance efficiency with preservation through strategies that encourage the reuse of structures."
  - General Policy 03: "Ensure the Denver Zoning Code continues to respond to the needs of the city, while remaining modern and flexible."
    - Policy 03 Background: "The city adopted the Denver Zoning Code (DZC) in 2010. Although the majority of the city was rezoned in 2010 to be included in DZC, a



significant portion of Denver is still covered by the old zoning code, called Former Chapter 59. This presents challenges to consistent and efficient administration and means that many properties are not able to enjoy the benefits of a modern, flexible and context-based zoning code.”

- Policy 03, Strategy A: “Rezone properties from the Former Chapter 59 zoning code so that the entire city is covered by the DZC, including continuing to incentivize owners to come out of the old code.”
- o Economics Policy 02, Strategy D: “Align workforce training, career development and education programs with job opportunities in regional centers and create programs to connect workers with employers in regional centers.”
- o Design Quality & Preservation Policy 02: “Ensure residential neighborhoods retain their unique character as infill development occurs.”
  - Policy 02, Strategy I: “Promote incentives to preserve the reuse of historic buildings and the unique historic features of Denver’s neighborhoods.”
- o Design Quality & Preservation Policy 06: “Incentivize the preservation of structures and features that contribute to the established character of an area, even if they are not designated as landmarks or historic districts.”
- Mobility Policy Recommendations
  - o Policy 01: “Encourage mode-shift – more trips by walking and rolling, biking and transit – through efficient land use and infrastructure improvements.”
- Quality-of-Life Infrastructure Policy Recommendations
  - o Policy 02: “Protect and expand Denver’s tree canopy on both public and private property.”
  - o Policy 05: “Ensure attractive streets and outdoor spaces in all centers and corridors, giving priority to pedestrian spaces and amenities.”
    - Policy 05, Strategy E: “Prioritize pedestrian relationships in design such as building orientation, vehicular access points (minimize curb cuts) and public wayfinding.”

Blueprint also uses “neighborhood contexts, places and street types to provide a framework to evaluate proposed rezonings (official map amendments).” p.25. Blueprint states that “when a new zone district is proposed for a site, the neighborhood contexts map and description should be used to guide which zone districts are appropriate.” The Property is located in the “Urban (U)” neighborhood context, which is characterized in part by mixed-use areas embedded in 1-unit and 2-unit residential areas, lower scale buildings that are closer to the street, a high degree of walkability and bikeability, parks of various sizes and scales, and schools, civic and social spaces.

As a school embedded in a historically residential neighborhood adjacent to an active commercial corridor, Arrupe directly reflects the neighborhood context. The Property is also located in a “pedestrian enhanced area.” These are areas where the surrounding land uses offer opportunities to enhance the pedestrian environment to create walkable, vibrant public spaces. This includes creating a wider

pedestrian realm, prioritizing people walking and rolling over other modes of transportation, and installing enhanced street amenities such as trees, landscaping, benches, and public art. The Project proposes street activation elements beyond those required by the Denver Zoning Code, including public art, benches, gardens, trees, bike parking and landscape planting. The Project will also remove an existing curb cut, thus improving the pedestrian experience walking along the Property.

Finally, Blueprint includes a Future Places map, which describes the various scales and type of development that will characterize the City in 2040. The Property is located in the “Local Corridor” and “Low Residential” future places. The Property is located adjacent to Tennyson Street, an active Local Corridor and commercial area. Local Corridors are characterized by providing options for dining, entertainment and shopping, intimate pedestrian scale, easy access by walking, rolling or biking, and ample social spaces with street activation. The Property is also located in, and adjacent to, a Low Residential area. Low Residential areas in the Urban neighborhood context are characterized by predominantly one- and two-unit residential structures with some civic and institutional uses compatibly integrated throughout. The Rezoning aligns with both future place designations. The Rezoning proposes no change in use to the site, but simply an expansion of the existing institutional school use. The Project will maintain high levels of urban design that are compatible with the surrounding neighborhood contexts and will include street activation and pedestrian improvements that accommodate both future place contexts.

For the foregoing reasons, the Rezoning is consistent with Blueprint.

*c. Neighborhood Planning Initiative (2016)*

The City’s Neighborhood Planning Initiative (“**NPI**”) is a commitment to cover 100% of the City with neighborhood area plans. These neighborhood plans are intended to provide detailed guidance that supplements and updates the City’s Comp Plan and Blueprint. The Property is located in the Far Northwest neighborhood, for which the timeline for neighborhood planning has yet to be announced. Therefore, there is not current a neighborhood area plan applicable to the Property for purposes of this Rezoning.

2. The proposed official map 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.

The Rezoning seeks to rezone the Property to PUD and U-TU-C. While the Rezoning of the School Property to PUD is based on the CMP-EI2 zone district, it includes tailored design standards such as decreased maximum building heights, elimination of bulk plane restrictions, decreased setbacks, increased maximum building coverage, and increased use of exterior brick cladding, among others.

Except for the proposed deviations, the Rezoning of the School Property draws upon the CMP-EI2 zone district for all other design standards, building form, open space, and similar standards and requirements.

As a PUD, the Rezoning inherently will create regulations and restrictions specific to the buildings on the School Property. Therefore, to the extent applicable to a PUD, this criterion is satisfied.

The Rezoning of the Parish Property to U-TU-C will result in uniform application of the Code to each building, including uniform regulations and restrictions. Additionally, the entire neighborhood to the north, west, and south of the Property (including the Parish Property) is zoned U-TU-C. The Rezoning of the Parish Property will provide continuity and consistency across a larger area of the neighborhood than exists today, enabling uniform application of the Code.

3. The proposed official map amendment furthers the public health, safety and general welfare of the City.

The City has adopted multiple plans in the interest of public health, safety, and the general welfare, including the Comp Plan and Blueprint. As described in detail above, the Rezoning furthers the goals, policies, and strategies in these City plans, and thus furthers the health, safety, and general welfare of the City.

Additionally, bringing the Property currently under the Former Chapter 59 Code into compliance with the new Code furthers the general welfare of the City. In fact, it is a criterion for non-legislative rezonings as further discussed below. Code § 12.4.10.8.A.4. It is a City goal to rezone property from the Former Chapter 59 Code to the new Code where possible. See, e.g., Blueprint, p. 73. This Rezoning would help achieve that result.

## **II. Criteria for Non-Legislative Rezonings**

1. Justifying Circumstances

In addition to the foregoing criteria, the City Council may approve an official zone map amendment if one of six justifying circumstances exist. Here, Criterion 4(c) applies: “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.[...]The City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.”

Circumstance 4(c) is met because the Rezoning will bring the old R-2 zoning and PBG approved under the Former Chapter 59 Code into compliance with the new Code. The Former Chapter 59 Code R-2 and PBG zoning is outdated and antiquated. The City desires to rezone property from the Former Chapter 59 Code to the new Code where possible. This Rezoning would help achieve that result.

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

The other criterion for non-legislative rezonings is “the proposed official map amendment is consistent with the description of the applicable neighborhood context, and the stated purpose and intent of the proposed zone district.” Code, § 12.4.10.8.B.

For the reasons detailed above, because the Rezoning is consistent with the Comp Plan and Blueprint, this criterion is met. The Rezoning would allow the operations of both Arrupe and the Archdiocese to grow in harmony with the City’s adopted plans, each as outlined above. The Property exists in the neighborhood with institutional uses compatibly situated amongst residential and mixed-use commercial uses. The Project would enhance the neighborhood with neighborhood serving uses, expanded educational opportunities, and improvements to the pedestrian environment, and is therefore consistent with the stated purpose and intent of the proposed zone district.

Additionally, Sections 1.2 and 1.3 of PUD-G-33 state the general purpose and specific intent of the Rezoning. The general purpose is to “facilitate the growth of Arrupe Jesuit High School within the Campus Context which allows for flexible placement of buildings and other site elements that express stakeholder visions for the campus and its surrounding area.” The specific intent is to “facilitate the creation of significant public benefits not allowed or guaranteed by a traditional zone district, specifically, preservation of the sawtooth roof of the original school building, better street activation, provision of a space for public art, and adaptive reuse of the original school gymnasium” and to “establish specific building form standards that accommodate the unique site and location and are compatible with the [n]eighborhood [c]ontext.” This purpose and intent directly align with themes from the Comp Plan and Blueprint (e.g., expand equitable access to high quality education, ensure high quality urban design, encourage reuse of existing structures, and improve pedestrian mobility).

Therefore, the Rezoning satisfies the criteria for approval of a non-legislative rezoning.

**III. Criteria for Rezoning to PUD District**

The City Council may approve a rezoning to a PUD if it complies with certain additional criteria. Code, § 12.4.10.9. The Rezoning of the School Property to PUD complies with those criteria, as explained in detail below.



1. The PUD District is consistent with the intent and purpose of such districts stated in Article 9, Division 9.6 (Planned Unit Development) of this Code.

Per Code § 9.6.1.1(A), the purpose of PUD zoning “is to provide an alternative to conventional land use regulations, combining use, density, site plan and building form considerations into a single process[.]” The proposed Rezoning accomplishes this purpose in a streamlined fashion by incorporating elements from existing zone districts into one document that can be reviewed and approved in a single process.

Section 9.6.1.1(C) of the Code states that PUD zoning is not intended “as either a vehicle to develop a site inconsistent with the applicable neighborhood context and character, or solely as a vehicle to enhance a proposed development’s economic feasibility.” The intent of the proposed Rezoning is precisely the opposite. It will ensure that the Project is compatible with the neighborhood context and character by strategically expanding the existing school building to the north of the School Property and providing land for future development of a Rectory to the south of the Parish Property. These are both uses and elements that currently exist on the site, and simply need to be reoriented and expanded to accommodate increased local demand for the services and amenities the Property provides.

As an example, the current R-2 zoning under the Former Chapter 59 Code prohibits school use. Such prohibitions do not appropriately acknowledge the existing Arrupe school building or neighboring properties, all of which are zoned U-TU-C. The Rezoning, on the other hand, rezones the northernmost part of the School Property to allow the addition and expansion of the school facilities, while also rezoning the northern portion of the Parish Property to bring the entire Parish Property into U-TU-C zoning. The Rezoning will allow the reorientation and expansion of existing uses on the Property. Additionally, the Rezoning will thus allow for significant public benefits including rehabilitation and reuse of the existing school structure, increased energy efficiency of the expanded school building, and improved street activation and pedestrian environments with benches, landscaping, public art, and bicycle parking.

The proposed Rezoning is the most efficient means to provide assurance to the neighborhood that the Project will be developed as described in neighborhood meetings, and as modified as a result of those discussions. The Rezoning will elevate the required design and site layout compared to what is allowed under existing zoning.

The Code also provides that PUD zoning “is intended to respond to unique and extraordinary circumstances, where more flexible zoning than what is achievable through a standard zone district is desirable and multiple variances, waivers, and conditions can be avoided.” Code, § 9.6.1.1(A). The Code defines “unique and extraordinary circumstances” that justify a rezoning to PUD to include, without limitation, the following:

1. Where a development site has special physical characteristics, including but not limited to irregular or odd-shaped lots, or lots with significant topographical barriers to standard development or construction practices;
2. Where a customized zoning approach is necessary to protect and preserve the character of a Historic Structure or historic district;
3. Where a development site is subject to an existing PUD and rezoning to a new PUD District will bring the site closer to conformance with current zoning regulations and adopted plans; or
4. Where the proposed scale or timing of a development project demands a more customized zoning approach to achieve a successful, phased development. Code, § 9.6.1.1.B.

The Rezoning is necessary because of the unique and extraordinary circumstances described in “1” and “2” above.

The justification at “1” directly applies to this Property. The School Property is currently constrained from growth within the U-TU-C zone district. It is rare to have an existing school site located mid-block in a residential district. Without the Rezoning, Arrupe will not be able to expand the existing school to accommodate the increased student capacity. The justification at “2” also directly applies to this Property. While not a designated Denver landmark, the Rezoning to PUD will facilitate the preservation of the school’s historic sawtooth roof and improvements to the pedestrian environment. The Rezoning will allow for the necessary growth of the school with development standards in place to ensure the expansion respects the character and neighborhood context of the surrounding area.

Per § 9.6.1.1(D), in exchange for the flexibility granted in the PUD, “development under a PUD District should provide significant public benefit not achievable through application of a standard zone district, including but not limited to diversification in the use of land; innovation in development; more efficient use of land and energy; exemplary pedestrian connections, amenities, and considerations; and development patterns compatible in character and design with nearby areas and with the goals and objectives of the Comprehensive Plan.” As explained throughout this letter, the primary purpose of the Rezoning is to facilitate the expansion of the existing Arrupe school building and to allow for and require the development of amenities that will serve a public benefit. Without Rezoning to PUD, Applicant will not be able to organize the site efficiently, effectively redevelop and expand the educational uses, improve pedestrian access to the site, or preserve the existing building’s historic architecture.

Therefore, for the above reasons, the Rezoning is consistent with the intent and purpose of such districts stated in Article 9, Division 9.6 (Planned Unit Development) of the Code.

2. The PUD District and the PUD District Plan comply with all applicable standards and criteria stated in Division 9.6.

The Rezoning and accompanying PUD District Plan comply with all applicable standards and criteria stated in Division 9.6. The Rezoning specifies unique building form and design standards, such as reductions in maximum building height, reductions in setback requirements, increases to maximum building coverage, increases to required exterior brick cladding, and conservation of the building's historic roof. The Rezoning also bases its permitted and accessory uses, minimum parking requirements, and other design standards on provisions of the CMP-EI2 zone district to aid with consistent interpretation with the Code.

3. The development proposed on the subject property is not feasible under any other zone districts, and would require an unreasonable number of variances or waivers and conditions.

The Project is not feasible under other zone districts and would otherwise require an unreasonable number of variances or waivers and conditions. Of the potential standard zone districts that could be applied to the School Property, none would allow the expansion of the school building to the north, and the desired architectural preservation and related site improvements. As the Applicant has fully engaged in zoning discussions and concept design of this Project with the neighborhood and with City staff, it has become clear that a standard zone district does not work given the unique constraints and characteristics of the site.

The Property is highly unique in terms of its zoning and context. The existing Former Chapter 59 R-2 zoning is not a viable zone district for development of the site, as it would restrict the educational use altogether. But, when evaluating potential zone districts under the Code to rezone to, no single standard zone district worked. The CMP-EI2, which serves as the base zone district for the proposed PUD Rezoning, provided many helpful standards. However, given the unique site configuration, historic architecture, and site constraints, it does not fully provide development standards that would allow the expansion of the school building. For example, the CMP-EI2 zone district's standards for bulk plane, setbacks, and building coverage would make the expansion otherwise infeasible. Therefore, the Rezoning incorporates CMP-EI2 zoning as the base district, and then incorporates modified development standards to allow for the expansion on the site.

In sum, no single zone district was feasible for this site and Applicant's project team and City staff had to draw the best and most applicable standards from other base zone districts and craft certain alternatives to adjust for the site's unique circumstances and maximize public benefit.

4. The PUD District and the PUD District Plan establish permitted uses that are compatible with existing land uses adjacent to the subject property.

The Rezoning and accompanying PUD District Plan adopt the primary, accessory, and temporary uses allowed under the CMP-EI2 zone district, which include, subject to limitations and zoning permit review, residential, group living, community center, day care center, public safety facility, hospital, library, museum, elementary or secondary school, university or college, and other uses as specified in the Code. These uses are compatible with the uses allowed in the adjacent zone districts. As described in detail above, the Project does not intend to change any of the existing institutional school and civic religious uses on the Property.

5. The PUD District and the PUD District Plan establish permitted building forms that are compatible with adjacent existing building forms, or which are made compatible through appropriate transitions at the boundaries of the PUD District Plan (e.g., through decreases in building height; through significant distance or separation by rights-of-way, landscaping or similar features; or through innovative building design).

The Rezoning and accompanying PUD District Plan adopt the building forms permitted in the CMP-EI2 zone district, with the variations noted in the PUD for building height, siting, and design elements related to building configuration and conservation of historic architecture.

The proposed PUD reduces the maximum permitted building height from 150ft to 50ft, to serve as a compatible transition from the shorter maximum permitted heights in the adjacent U-TU-C zone district to the taller maximum permitted heights in the adjacent U-MS-5 zone district. The PUD also slightly reduces minimum required setbacks and slightly increases maximum allowed building coverage, both of which accommodate the site's unique constraints. This transition in height, along with allowing for more efficient use of the site, will ensure the Project is compatible with the surrounding neighborhoods.

Additionally, the PUD requires conservation of the school's existing historic sawtooth roof. This will ensure that the Project honors the site's historic architecture and results in an addition to the building that integrates seamlessly with the existing structure and surrounding area. While not enumerated in the PUD District Plan itself, the Project will also include enhanced landscaping and improvements to the pedestrian environment, including but not limited to, adding benches, trees, pedestrian friendly paths, bicycle parking, and public art.

Arrupe is a key employer and educational facility in the Far Northwest neighborhood. The Rezoning will allow the school to expand its services, increase student capacity, and provide site improvements that benefit the public at large. Without the Rezoning, these significant public benefits would otherwise not be achieved.

As mentioned above, Arrupe provides financial assistance to 100% of students, with most students only paying \$10/month to attend. The average family income of Arrupe students is \$46,000, which is barely over half the median household income of \$85,853 for the City at large. Census.gov/quickfacts. This means the expansion will significantly increase equitable access to high quality and affordable educational opportunities for residents in the nearby neighborhoods and the City. Arrupe prides itself on being an active community-serving organization, and the Rezoning will facilitate an increase in its services.

By drawing on components of the building form and design standards for CMP-EI2, with variations in allowed building height, setbacks, and siting, Applicant has tailored the Rezoning and Project to ensure compatibility with adjacent properties and integration with, and support of, the larger neighborhood. Moreover, the proposed Project will reflect the design and community benefits discussed in numerous conversations with adjacent property owners, the community, and similar interested parties.

For the foregoing reasons, the Rezoning establishes building forms and transitions at the boundary of the Property that are compatible with the surrounding properties.

#### **CONCLUSION**

We hope the foregoing information proves helpful in the City's review of the proposed Rezoning. As discussed in detail above, the Rezoning satisfies all of the criteria in the Code for approval of a zone map amendment and a rezoning to PUD and U-TU-C. Applicant has worked hand-in-hand with the City, City Councilwoman Amanda Sandoval, neighbors, and various other interested parties to ensure that the Rezoning reflects the best use of the Property and allows for development of a Project that will enhance and harmonize with the neighborhood. Therefore, we respectfully request that the City approve the proposed Rezoning.

Sincerely,



Caitlin S. Quander

# Fidelity National Title



NATIONAL COMMERCIAL SERVICES

1401 17th St, #480  
Denver, CO 80202  
Phone: (303) 942-2200

**DATE:** December 7, 2023

**FILE NUMBER:** 100-N0041989-030-ME1, Amendment No. 4

**PROPERTY ADDRESS:** 4377, 4380, 4343 and 4346 N. Utica Street, Denver, CO

**BUYER/BORROWER:**

**OWNER(S):** The Archdiocese of Denver, a corporation Sole duly organized and existing under and by virtue of the laws of the State of Colorado and Arrupe Jesuit High School, a Colorado non-profit corporation

**YOUR REFERENCE NUMBER:**

**ASSESSOR PARCEL NUMBER:** 02193-02-047-000 02193-02-048-000 02193-01-020-000 02193-01-003-000

**PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:**

Changed effective date,

**WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.**

**TO: Escrow Officer**

**ATTN:** Mej Ellsworth  
**PHONE:** (303) 942-2204  
**FAX:** (303) 474-7397  
**E-MAIL:** mej.ellsworth@fnf.com

**Escrow Assistant**

**ATTN:** Stacey Kennedy  
**PHONE:** (303) 942-2205  
**E-MAIL:** Stacey.Kennedy@fnf.com

**Title Officer**

**ATTN:** Mej Ellsworth  
**PHONE:** (303) 942-2204  
**E-MAIL:** Mej.ellsworth@fnf.com

**TO: National Commercial Services Downtown**  
**1401 17th St**  
**#480**  
**Denver, CO 80202**

**ATTN:** Mej Ellsworth  
**PHONE:** (303) 942-2200  
**FAX:** (303) 628-1671  
**E-MAIL:** mej.ellsworth@fnf.com

**END OF TRANSMITTAL**





# COMMITMENT FOR TITLE INSURANCE

*Issued by*

**Fidelity National Title Insurance Company**

## 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 EXTRA CONTRACTUAL 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, **Fidelity National Title Insurance Company**, a Florida 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

By:   
John Miller  
Authorized Signature

**Fidelity National Title Insurance Company**

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. 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.*



## 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, this 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;
- (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.

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- (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>.

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**Transaction Identification Data for reference only:**

Issuing Agent: Fidelity National Title, National Commercial Services  
 Issuing Office: 1401 17th Street, Denver, CO 80202  
 Loan ID Number:  
 Issuing Office File Number: 100-N0041989-030-ME1, Amendment No. 4  
 Property Address: 4377, 4380, 4343 and 4346 N. Utica Street, Denver, CO  
 Revision Number: Amendment No. 4, Amendment Date: December 7, 2023

**SCHEDULE A**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **November 30, 2023**
2. Policy to be issued:
  - (a) ALTA Owners Policy 6-17-06  
 Proposed Insured: The Archdiocese of Denver, a corporation sole duly organized and existing under and by virtue of the laws of the State of Colorado (as to Parcels Three and Four) and Arrupe Jesuit High School, a Colorado non-profit corporation, (as to Parcels One and Two)  
 Proposed Policy Amount: \$100,000.00
  - (b) None  
 Proposed Insured:  
 Proposed Policy Amount: \$0.00
  - (c) None  
 Proposed Insured:  
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
**FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in:  
 The Archdiocese of Denver, a corporation sole duly organized and existing under and by virtue of the laws of the State of Colorado (as to Parcels Three and Four) and Arrupe Jesuit High School, a Colorado non-profit corporation, (as to Parcels One and Two)
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

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**SCHEDULE A**  
(Continued)

**PREMIUMS:**

Search & Exam	550.00
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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 2

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## EXHIBIT A LEGAL DESCRIPTION

Parcel One:  
Lots 35 and 36,  
EXCEPT the rear 5 feet of said Lots  
Block 4,  
[Mountain View Subdivision](#),  
City and County of Denver, State of Colorado.

Parcel Two:  
The South 2.00 feet of Lot 8,  
Lots 9 through 22,  
Lots 39 and 40, and  
The South 2 feet of Lot 41,  
Block 5,  
[Mountain View Subdivision](#),  
City and County of Denver, State of Colorado.

Parcel Three:  
Lots 37 through 48,  
EXCEPT the rear 5 feet of Lots 37 thru 42  
Block 4,  
[Mountain View Subdivision](#),  
City and County of Denver, State of Colorado  
Together with the East ½ of the North 10 feet of vacated Utica Street that is adjacent to Lot 48, as set forth in Ordinance No. 476, Series of 1978 recorded August 24, 1978 in [Book 1732 at Page 404](#).

Parcel Four:  
Lots 1 through 8, and 41 through 48,  
EXCEPT the South 2 feet of Lot 8,  
EXCEPT the South 2 feet of Lot 41,  
EXCEPT that part of Lots 1 through 5 as conveyed to the City and County of Denver in the Deed recorded September 7, 1978 in [Book 1741 at Page 516](#), and as corrected by Deed recorded September 28, 1978 in [Book 1757 at Page 423](#), and recorded January 4, 1980 in [Book 2082 at Page 211](#) and as accepted by the City and County of Denver in Ordinance No. 713, Series of 1980 recorded January 8, 1981 in [Book 2304 at Page 93](#),  
Block 5,  
[Mountain View Subdivision](#),  
City and County of Denver, State of Colorado,  
Together with the West ½ of the North 10 feet of vacated Utica Street that is adjacent to Lot 1, as set forth in Ordinance No. 476, Series of 1978 recorded August 24, 1978 in [Book 1732 at Page 404](#).

Note: For informational purposes only, the above described land is covered by the following tax parcel numbers:

Parcel One: [02193-01-003-000](#)

Parcel Two: [02193-02-048-000](#)

Parcel Three: [02193-01-020-000](#)

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**EXHIBIT A**  
(Continued)

Parcel Four: [02193-02-047-000](#)

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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## SCHEDULE B

### PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

**Note:** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- e. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s):           The Archdiocese of Denver, a corporation sole duly organized and existing under and by virtue of the laws of the State of Colorado (as to Parcels Three and Four) and Arrupe Jesuit High School, a Colorado non-profit corporation, (as to Parcels One and Two)

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- f. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation:   The Archdiocese of Denver, a corporation sole duly organized and existing under and by virtue of the laws of the State of Colorado

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

- g. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Arrupe Jesuit High School, a Colorado non-profit corporation

- d) A Copy of the corporation By-laws and Articles of Incorporation
- e) An original or certified copy of a resolution authorizing the transaction contemplated herein
- f) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- h. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

- i. Intentionally Deleted

- j. The Company may require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation

**Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.**

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

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**END OF REQUIREMENTS**

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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## SCHEDULE B

### PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

7. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by:	Lydia E. Spangler
Purpose:	alley
Recording Date:	March 29, 1922
Recording No:	<a href="#">Book 2918 at Page 177</a>
Affects:	over the North 2 feet of the South 22 feet of Lot 8 for the benefit of the remaining portion of Lot 8 to the North

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. 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.*

**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

9. Reservation of the continued use and maintenance of the existing utilities including gas and electrical distribution as contained within the vacated portion of Utica Street, as set forth in Ordinance No. 476, Series of 1978:
- Recording Date: August 24, 1978  
Recording No.: [Book 1732 at Page 404](#)  
Affects: that portion adjacent to Lot 48 in Parcel Three and that portion adjacent to Lot 1 in Parcel Four
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: the City and County of Denver  
Purpose: water pipelines  
Recording Date: September 1, 1978  
Recording No.: [Book 1739 at Page 75](#) and re-recorded September 13, 1978 in [Book 1746 at Page 283](#)  
Affects: Parcels Three and Four
11. Reservation of the continued use and maintenance of the existing telephone, storm and sanitary sewer lines contained in the vacated alley for Block 5 as set forth in Ordinance No. 175, Series of 1980:
- Recording Date: May 8, 1980  
Recording No.: [Book 2153 at Page 550](#)  
Affects: Parcels Two and Four
12. Terms, conditions, provisions, agreements and obligations contained in the Parking Lot Use, Access & Utility Easement Agreement by and between The Archdiocese of Denver and Arrupe Jesuit High School as set forth below:
- Recording Date: June 19, 2003  
Recording No.: [Reception No. 2003120676](#)  
Affects: Parcels Two and Four
13. Terms, conditions, provisions, agreements and obligations contained in the Application to Amend The Boundaries of a Designated Zone Lot as set forth below:
- Recording Date: July 25, 2003  
Recording No.: [Reception No. 2003153140](#)  
Affects: Parcels Two and Four
14. Terms, conditions, provisions, agreements and obligations contained in the Application to Amend The Boundaries of a Designated Zone Lot as set forth below:
- Recording Date: July 25, 2003  
Recording No.: [Reception No. 2003153146](#)  
Affects: Parcels Two and Four

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: The City and County of Denver  
Purpose: water pipelines  
Recording Date: December 2, 2005  
Recording No.: [Reception No. 2005206572](#)  
Affects: Parcels Three and Four
16. Terms, conditions, provisions, agreements and obligations contained in the Holy Family Catholic Church Planned Building Group as set forth below:
- Recording Date: April 11, 2006  
Recording No.: [Reception No. 2006055207](#)  
Affects: Parcels Three and Four
17. Terms, conditions, provisions, agreements and obligations contained in the Holy Family Catholic Church Plan Map as set forth below:
- Recording Date: August 23, 2016  
Recording No.: [Reception No. 2016112295](#)  
Affects: Parcels Three and Four
18. The Lien for non-payment of storm drainage service charges by the City and County of Denver Department of Transportation and Infrastructure in the amount of \$771.12, as set forth in the instrument:
- Recording Date: February 8, 2023  
Recording No.: [Reception No. 2023009617](#)  
Affects: Parcel Four

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**END OF EXCEPTIONS**

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## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title, National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.
  - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
  - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

**Effective January 1, 2023**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquies@ag.state.nv.us](mailto:aginquies@ag.state.nv.us).

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Virginia Residents:** For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the



last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

THE AMENDED AND RESTATED BYLAWS  
OF  
ARRUPE JESUIT HIGH SCHOOL

***Preamble and Mission Statement***

Founded in 2002, Arrupe Jesuit High School (the "School") in Denver, Colorado, is a Catholic college preparatory secondary school for young women and men, sponsored by The Jesuits of the Central and Southern Province according to Jesuit educational policies.

The Mission Statement of Arrupe Jesuit High School states:

Arrupe Jesuit High School is a co-educational, college preparatory, Catholic Jesuit secondary school founded to serve the economically-disadvantaged, racially and culturally diverse youth of Denver's central city neighborhoods and to enhance human, intellectual, and spiritual capacities of the families it serves while respecting and promoting cultural diversity. The school's goal is to maximize the opportunity of its students to participate more fully in the economic life of their communities, the United States and an increasingly global community, while also assuming their leadership role in the Church and public life of the United States.

The students should be marked by the following characteristics of the "Graduate-at-Graduation" set forth by the Jesuit Secondary Education Association:

Arrupe Jesuit High School students are ***open to growth***. They seek opportunities to stretch their minds, imaginations, and feelings and religious consciousness, as well as the opportunity to develop physically within their capabilities.

Arrupe students are ***intellectually competent***. They are active learners, and possess an appropriate mastery of the fundamental tools of learning. They discover their emerging intellectual skills for more advanced levels of learning.

Arrupe students are ***loving***. They are able to move beyond self-interest or self-centeredness in their relationships with others.

Arrupe students are ***persons of faith***. They have basic knowledge of the major doctrines, practices, and spirituality of the Catholic Church. They are encouraged to participate in the worship and life of the Church, and to offer their gifts and talents in the service of the Church. (What is said here, respectful of the conscience of the individual, also applies to students of other religious backgrounds.)

Arrupe students are ***committed to doing justice***. They recognize the potential within themselves for doing justice, as well as the injustices in some of the surrounding social structures. They are preparing themselves to become competent, concerned, and responsible members of the world, and to appreciate the fact that Christian morality not only involves individual conscience, but demands that each person work actively in society to positively promote social justice.

In summary, Arrupe students are ***men and women with and for others***, people of conscience, competence, and compassion, in imitation of Jesus Christ.

Based on Foundations (1994) published by the  
Jesuit Secondary Education Association

In addition to the important characteristics Arrupe Jesuit High School shares with other Jesuit high schools, the school shall be distinguished by its commitment to the educational needs of economically-disadvantaged youth of the City of Denver. Accordingly, the school maintains particular respect for the religious and cultural heritage of these students and particular care for their learning needs.

A further essential characteristic of Arrupe Jesuit High School is its Corporate Work-Study Program, which it shares with other Cristo Rey model schools. Through this program, area employers enable students to offset a substantial portion of the schooling costs. At the same time, students grow in self-confidence, responsibility, human relations skills, and teamwork. Furthermore, participation in this program motivates students academically while in high school and in their direction toward post-secondary education.

## ARTICLE I

### Name

The name of this Corporation, as stated in the Articles of Incorporation, is Arrupe Jesuit High School (the "Corporation"). The Corporation is organized under the provisions of the "Colorado Revised Nonprofit Corporation Act" of the State of Colorado, Title 7, Articles 121 to 137 of the Revised Statutes of Colorado, 1998, as amended, and any successor provisions thereto (the "Act").

## ARTICLE II

### Offices

The location of this Corporation shall be in the City of Denver, Colorado; the address of its principal office shall be: 4343 Utica Street, Denver, Colorado 80212. The Corporation may also have offices at such other places as the Board of Trustees may, from time to time, determine or the business require.



### **ARTICLE III**

#### **Duration**

The Corporation shall have perpetual existence.

### **ARTICLE IV**

#### **Purpose**

The purposes for which the Corporation is formed shall be as described in its Articles of Incorporation.

### **ARTICLE V**

#### **Board of Members**

**5.1 Membership:** The Membership herein, sometimes called "Members" or "Board of Members," shall consist of not fewer than three (3) nor more than five (5) members, the exact number to be determined each year by the Board of Members at its annual meeting. The members of the Board of Members shall be members of the Society of Jesus. Should any Member cease to function as a priest, brother or scholastic in good standing in the Society of Jesus, such individual shall immediately cease to be a member of this Board of Members. The initial Board of Members, upon the adoption of these Bylaws, shall be the Reverend Thomas G. Cwik, SJ, the Reverend Stephen W. Planning, SJ, and the Reverend Walter T. Sidney, SJ. These initial members of the Board of Members shall have the status of Appointed Members. Thereafter, the Board of Members shall be composed of the following:

**5.1.1 Appointed Members.** Those designated as Appointed Members, as set forth in these Bylaws. The Appointed Members of the Corporation shall be three (3) in number and shall be appointed by the Provincial of The Jesuits of the Central and Southern Province, who may remove any Appointed or Elected Member at any time, with or without cause.

**5.1.2 Elected Members.** Those persons who may be elected to membership ("Elected Members") by the Board of Members, as set forth by these Bylaws. Elections for Elected Members shall take place at the annual meeting of the Board of Members. After having served for two (2) consecutive terms, a former Elected Member may be elected anew only after an interval of at least one (1) full year, i.e. twelve (12) months. If for any reason an Elected Member shall cease to be a Member, the Board of Members may fill such vacancy for the unexpired term thereof at a special meeting called by the Chair for that specific purpose.

5.2 Voting Rights: Each Member shall be entitled to one vote on all matters before the Board of Members. There shall be no voting by proxy.

5.3 Membership Certificate: The Corporation shall not issue membership certificates.

5.4 Term of Office: Individuals appointed shall serve until such time as their successors are appointed and qualified. In the event there are Elected Members, as set forth above, the Elected Members shall be elected for a term of three (3) years.

5.5 Officers: The Members shall elect from their own number a Chair of the Board. The Chair shall designate a Secretary for the Board of Members who shall be responsible for keeping the official minutes of the meetings of the Board of Members and such other documents and records as may seem necessary, required or appropriate.

5.6 Annual Meeting: The annual meeting of the Board of Members shall be held during the spring of each year prior to the annual meeting of the Board of Trustees. Special meetings of the Board of Members shall be held whenever called by the Chair of the Board of Members, either on his own initiative or at the written request of a majority of the members of the Board of Trustees, or at the written request of any two (2) Members of the Board of Members. Notice of all meetings of the Board of Members stating the date, time and place, and, in the case of special meetings, a description of the matter or matters for which such meetings are called, shall be given by the Chair of the Board of Members or his delegate no fewer than seven (7) days, or if notice is mailed by other than first-class or registered mail, thirty (30) days, nor more than sixty (60) days before the date of the meeting. If the notice is delivered personally or by telephone or facsimile or electronically, it shall be delivered at least forty-eight (48) hours before the time of the holding of the meeting.

5.7 Waiver of Notice: A Member may waive any notice required by the Act, the Articles, or these Bylaws, before or after the date and time stated in the notice. The waiver must be in writing, signed by the Member entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Member's attendance at a meeting:

5.7.1 Waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

5.7.2 Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

5.8 Quorum: A simple majority of all legally constituted Members shall be necessary and sufficient to constitute a quorum for the transaction of business. The



affirmative vote of a majority of those present at a meeting at which a quorum is present shall constitute action of the Board of Members, except to the extent that a larger number is required by these Bylaws, the Articles of Incorporation or the laws of the State of Colorado.

5.9 Action without a Meeting: Any action which may be taken at a meeting of the Members may be taken without a meeting if said action is authorized in writing and signed by all of such Members. Any action required or permitted to be approved by the Board of Members may be approved without a meeting of the Members if Members approve the action in the manner set forth. The action must be evidenced by one (1) or more written consents describing the action taken, signed by those Members representing at least eighty percent (80%) of the voting power, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records.

5.10 Liaison: Members may appoint a liaison individual to the Board of Trustees. In the absence of any other appointment by the Members, that individual acting as the Provincial Assistant for Secondary Education, appointed by the Provincial, shall act as such liaison. The liaison shall be welcome at all meetings of the Trustees and Trustees committees. All notices and other communications to the Trustees shall also be sent to the liaison.

5.11 Rights and Duties: Among the rights and duties of the Board of Members shall be the following:

5.11.1 To maintain, foster and carry out, with the Board of Trustees, the Mission of Arrupe Jesuit High School as set forth in the Mission Statement.

5.11.2 To create, preserve, and foster, with the Board of Trustees, the Jesuit and Ignatian character of Arrupe Jesuit High School.

5.11.3 To determine and/or approve any major changes in the philosophy, identity, or nature of Arrupe Jesuit High School.

5.11.4 To determine, should need arise and according to law, the merger or dissolution of the Corporation and on dissolution to distribute the assets in accordance with the Articles of Incorporation.

5.11.5 To approve before the election takes place those who are proposed for election to the Board of Trustees by the Trustees.

5.11.6 To remove members of the Board of Trustees with or without cause, except that Trustees may also be removed pursuant to Article VI, Section 6.4.

5.11.7 To alter, amend, or repeal any provision of the Articles of Incorporation.

5.11.8 To approve, disapprove, and recommend to the Board of Trustees amendments to or restatement of the Bylaws, to consult with the Board of Trustees about proposed amendments to or restatement of the Bylaws, and to approve or disapprove any amendments to or restatement of the Bylaws which are recommended by the Board of Trustees for adoption.

5.11.9 To approve the incurrence of debt obligations in excess of limits imposed by the Board of Members, as described in Article VI, Section 6.7.

5.11.10 To approve the sale, transfer or encumbrance of any interest in real property in excess of limits imposed by the Board of Members, as described in Article VI, Section 6.7.

5.11.11 To approve the sale, lease, transfer or encumbrance of all, or substantially all, of the assets of the Corporation.

5.11.12 To receive in a timely fashion the minutes of all meetings of the Board of Trustees.

5.11.13 To receive in a timely fashion the annual budget of the Corporation as proposed and approved by the Trustees.

5.11.14 To receive an annual report from the President of Arrupe Jesuit High School and the Chair of the Board of Trustees on the affairs and status of the Corporation.

## **ARTICLE VI**

### **Board of Trustees**

6.1 Activities: the Board of Trustees shall direct the policies and procedures of the Corporation within the framework of the Corporation's purposes. The activities and affairs of the Corporation, other than those prescribed to the Members, shall be delegated to the Trustees who shall function as the Board of Trustees and shall be hereinafter known as the "Trustees."

6.2 Number, Qualification, Appointment, Election, and Term of Trustees: The Board of Trustees shall consist of not fewer than fifteen (15) and not more than twenty-five (25) Trustees, the exact number of which positions shall be determined from time to time by resolution of the Board of Trustees. Not fewer than three (3) of such Trustees shall be members of the Society of Jesus. Trustees should possess integrity of character, interest in and a commitment to the School and its work, a willingness to grow in an understanding of Ignatian spirituality and of Jesuit traditions and pedagogy, and the ability to contribute toward the achievement and advancement of the goals and mission of the School.

6.2.1 (Intentionally Omitted)



#### 6.2.2 (Intentionally Omitted)

#### 6.2.3 (Intentionally Omitted)

6.2.4 The Board of Trustees by the Board of Members, the Board of Trustees shall elect Trustees from names proposed by the Trustees as possible Trustees and approved by the Members. Such Trustees may serve not more than two (2) three (3) consecutive terms, provided, however, that the Board of Trustees may extend the term of any Trustee who is elected as Board Chair for an additional period of time to complete his or her term as Board Chair. Notwithstanding the foregoing, the retiring Board Chair shall have the right to remain as a Member of the Board for a period of one (1) year following the completion of his/her term as Board Chair. After having served for two (2) three (3) consecutive terms, a former Trustee may be elected anew only after an interval of at least one (1) full year, i.e., twelve (12) months. Any Trustee elected to fill a vacancy shall serve for the duration of the vacated term.

6.3 No Salaried Trustees: No Trustee shall receive a salary from the Corporation for work as a Trustee, but may be compensated by the Corporation for services performed in some other capacity than as a Trustee and may be reimbursed for expenses, such a travel, incurred in serving as a Trustee. Notwithstanding any other provisions of these Bylaws, no salaried officer or employee of the Corporation may be a member of the Board of Trustees. The one exception is the President of Arrupe Jesuit High School who serves *ex officio* on the Board of Trustees.

6.4 Resignation and Removal from Office: A Trustee may resign at any time by delivering written notice to the Board of Trustees through its Chair or Secretary. Unless otherwise stated in these Bylaws or Articles of Incorporation, a resignation is effective when the notice is delivered unless the notice specifies a later effective date. The Board of Trustees may remove a Trustee elected by the Board of Trustees whenever in its judgment the best interests of the Corporation would be served thereby. Such action will require a two-thirds (2/3) majority vote of all members of the Board of Trustees then in office. It is further required that the Trustees will be provided with written notice of such proposed action at least ten (10) days prior to execution of such action. The removal of a Trustee by the Board of Trustees shall be final only after having been approved by the Board of Members at an annual or special meeting of the Board of Members. The Board of Members may remove a Trustee from office at any time.

6.5 Vacancies: In the event of a vacancy on the Board of Trustees, the vacancy may be filled by the Board of Trustees from names approved by the Board of Members for the remainder of the term of the vacancy in question. If a resignation is made effective at a later date, the Board of Trustees may fill the pending vacancy from names approved by the Board of Members before the effective date if the Trustees provide that the successor does not take office until the effective date.

6.6 General Powers: The Board of Trustees shall constitute the governing and policy setting board of the Corporation and shall have such powers as are conferred upon it by the Act, by the Articles of Incorporation, and by these Bylaws. Working in

combination with the Board of Members, the Board of Trustees shall have the responsibility and authority for the safeguarding of the Jesuit character of the School, the operation of the School, and the conduct of all its affairs, including both educational and financial matters and the policies under which the Corporation operates, in accordance with its goals as set forth in the Articles of Incorporation and in these Bylaws. More specifically, the Board of Trustees shall have the power:

- (A) To authorize the President of Arrupe Jesuit High School to appoint and employ such officials as might be deemed necessary or appropriate for the management of the School and to designate their duties and responsibilities.
- (B) To formulate long-range objectives of the School and its facilities; to establish long and short-range plans and budgets; to conduct studies and determine School policies; to consider and to act on reports and recommendations of the President of Arrupe Jesuit High School.
- (C) To fix and approve wage and salary scales, employee benefits package and terms of employment; to establish tuition charges and any other fees deemed to be needed; to approve the annual operating budget for the School as well as other matters relating to School financial policies.
- (D) To provide, as far as possible from revenues received, an amount sufficient to pay all sums, both principal and interest, that shall become due with respect to any indebtedness of the Corporation.
- (E) To conduct all appropriate efforts to raise funds necessary for the proper operation of the School.
- (F) To provide for the proper maintenance and repair of all School properties, buildings, grounds, and equipment; and, in general, to provide for such additional physical plant and equipment as the Board of Trustees may deem advisable or necessary.
- (G) To establish general criteria for the admission of students and the amount to be charged for tuition and fees.
- (H) To review annually the work of the President of Arrupe Jesuit High School.
- (I) To delegate, except where prohibited by the Act or by the Articles of Incorporation or by these Bylaws, any of the authority of the Board of Trustees to any committee, and in relation to the ordinary business of the Corporation, to delegate any of the powers of the Board to any standing committee or special committee or Officer or agent, upon such terms as the Board may deem proper.



6.7 Reserved Powers: The property, ordinary business, and affairs of the Corporation shall be managed by the Board of Trustees provided, however, that the following actions require the approval of the Board of Members:

- (A) The adoption of a plan of merger or consolidation of the Corporation or its principal school assets with any other corporation or school.
- (B) The sale or alienation of all or substantially all of the assets of the Corporation.
- (C) The purchase, sale, lease, transfer, assignment, mortgage, or encumbrance of any fixed capital, buildings, or parcel of real estate with a value exceeding \$300,000.
- (D) Approval of long-term capital budgets as well as any changes in the previously approved annual operating budget that would exceed \$150,000. Expenditures included in any previously approved budget shall be considered as occurring in the ordinary course of business of the Corporation for which separate approval of the Members or Trustees shall not be required.
- (E) Entry into any agreement or to incur any debts that are not set forth in such approved budget with a consideration or subject matter exceeding in the aggregate the sum of \$300,000.
- (F) The acceptance of any donation, gift, devise, or bequest imposing a continuing and/or material obligation upon the Corporation.
- (G) Approval of investment guidelines with respect to the Corporation's funds.
- (H) Amendment of the Mission Statement of the School.
- (I) Voluntary dissolution of the Corporation.
- (J) Amendment or restatement of these Articles of Incorporation or Bylaws.

6.8 Letter of Opinion: In the event a question arises as to whether the approval of the Board of Members is required, a letter of opinion shall be requested from the current Provincial Assistant for Secondary Education of The Jesuits of the Central and Southern Province or such other person as the Board of Members may designate for such purpose.

## **ARTICLE VII**

### **Committees of Trustees**

**7.1 Executive Committee:** The Executive Committee shall be composed of Chair of the Board, the President of Arrupe Jesuit High School and the Chairs of the Standing Committees of the Board of Trustees. The Executive Committee shall meet at the call of the Chair and shall have the power to transact all regular business of the Corporation during the interim between meetings of the Board of Trustees, except as prohibited by the laws of the State of Colorado, the Articles of Incorporation, or these Bylaws, or which require joint approval of the Board of Members and the Board of Trustees pursuant to Article VI, Section 6.7, or which are otherwise reserved by the Board of Trustees to the full Board of Trustees. The Executive Committee reports to the Board and is subject to any limitations which the Board wishes to place on it. The Committee will also serve as the nominating body in regard to potential new Trustees. All actions of the Executive Committee shall be reported to the Board of Trustees. The Chair of this Committee shall be the Chair of the Board of Trustees. The Executive Committee may appoint Trustees and/or other persons to serve on committees of the Board of Trustees, other than the Executive Committee, as set forth herein. Minutes of the Executive Committee shall be regularly maintained and be available for review at subsequent full Board meetings.

**7.2 Educational Policies & Programs Committee:** The Board of Trustees shall establish an Educational Policies & Programs Committee. The Executive Committee shall appoint the members of the Educational Policies & Programs Committee, to be composed of not less than three (3) members of the Board of Trustees and such other people who are not members of the Board of Trustees as the Executive Committee may appoint to the Committee. The Principal and the Director of the Corporate Work-Study Program shall be *ex officio* members of this Committee. The Educational Policies & Programs Committee shall have no independent authority but shall only be responsible for the review, analysis, and development of the Corporation's academic curriculum and other formational programs in consultation with the Principal, the Director of the Corporate Work-Study Program, the faculty, and the Board of Trustees. The Committee shall make recommendations to the Board of Trustees on the status and development of the School's academic curriculum, other formational programs and such other matters as may be related thereto. The Chair of this Committee shall be a member of the Board of Trustees and be selected by the Executive Committee of the Board.

**7.3 Development Committee:** The Board of Trustees shall establish a Development Committee. The Executive Committee shall appoint the members of the Development Committee, to be composed of not less than three (3) members of the Board of Trustees and such other people who are not members of the Board of Trustees as the Executive Committee may appoint to the Committee. The Development Committee shall have no independent authority but shall only make and present recommendations to the Board of Trustees following upon its review of the various components of the Corporation's development program. The Committee shall look for ways to generate new fund/friend-raising and development opportunities. This



Committee shall periodically initiate a performance audit of the development program to evaluate all facets of development and shall promote Board of Trustees leadership and assistance in fund/friend-raising. This Committee shall also review the Corporation's publications to ensure they are consistent with its mission and case statements, and shall oversee the Corporation's planned giving efforts. This Committee shall also assist in the process of nurturing the relationship of long-standing benefactors and sponsors, assist in the cultivation of new benefactors and sponsors, and review the Corporation's alumni relations program and strategies. The Chair of this Committee shall be a member of the Board of Trustees and be selected by the Executive Committee of the Board.

7.4 Finance Committee: The Board of Trustees shall establish a Finance Committee. The Executive Committee shall appoint the members of the Finance Committee, to be composed of not less than three (3) members of the Board of Trustees and such other people who are not members of the Board of Trustees as the Executive Committee may appoint to the Committee. The Finance Committee shall be watchful of the financial affairs of the Corporation, have access to all books, records, papers, and accounts and make such inspections, investigations, and audits as may seem desirable. In all financial matters, the Finance Committee shall advise and otherwise assist the Treasurer and the Business Manager who shall attend meetings of the Committee as advisory participants. The Finance Committee shall have no independent authority but shall only make and present recommendations to the Board of Trustees on financial policies concerning the Corporation. The Committee in cooperation with the President shall prepare the budget of the Corporation prior to its submission to the Board of Trustees. The Chair of this Committee shall be a member of the Board of Trustees and be selected by the Executive Committee of the Board.

7.5 Buildings, Grounds & Physical Facilities Committee: The Board of Trustees shall establish a Buildings, Grounds & Physical Facilities Committee. The Executive Committee shall appoint the members of the Buildings, Grounds & Physical Facilities Committee, to be composed of not less than three (3) members of the Board of Trustees and such other people who are not members of the Board of Trustees as the Executive Committee may appoint to the Committee. The Buildings, Grounds & Physical Facilities Committee shall have no independent authority but shall only make and present recommendations to the Board of Trustees on the condition and upkeep of the buildings and grounds and other such matters as are related to the Corporation's physical plant, grounds and facilities. The Committee shall be responsible for the oversight of the maintenance, repair, renovation and enhancement of the Corporation's buildings and grounds. The Chair of this Committee shall be a member of the Board of Trustees and be selected by the Executive Committee of the Board.

7.6 Ignatian Identity and Jesuit Sponsorship Committee: The Board of Trustees shall establish a Committee on Ignatian Identity and Jesuit Sponsorship. The Executive Committee shall appoint the members of the Committee on Ignatian Identity and Jesuit Sponsorship, to be composed of not less than three (3) members of the Board of Trustees and such other people who are not members of the Board of Trustees as the



Executive Committee may appoint to the Committee. The Committee on Ignatian Identity and Jesuit Sponsorship shall have no independent authority but shall only make and present recommendations to the Board of Trustees on the criteria for examining programs, policies, and practices of the Corporation to see that they are consistent with the characteristics of Jesuit education and the distinguishing criteria for verifying the Jesuit nature of contemporary high schools as presented by the Jesuit Conference of The Society of Jesus in the United States in *What Makes a Jesuit High School Jesuit?*. The Committee shall also review ways in which the Corporation works to ensure that it retains and strengthens its Ignatian identity and Jesuit sponsorship, one way of which shall be on-going Ignatian formation of Trustees, administrators, staff, faculty and students. The Committee shall seek proactive ways to assure the availability of Jesuit education for the economically-disadvantaged youth of the City of Denver who qualify and shall find ways to promote the richness of a multicultural faculty, staff, and student body. This Committee shall also seek ways of strengthening apostolic collaboration with the Denver area Jesuit community and other Jesuit-sponsored apostolates, and of assuring continued Jesuit sponsorship of the Corporation. The Chair of this Committee shall be a member of the Board of Trustees and be selected by the Executive Committee of the Board.

7.7 Additional Standing Committees: There shall be such additional standing committees as the Board of Trustees shall determine. The Executive Committee shall appoint the members of such committees, each to be composed of not less than three (3) members of the Board of Trustees and such other people who are not members of the Board of Trustees as the Executive Committee may appoint to the committee. The committees shall have no independent authority but shall only make and present recommendations within the scope of the committees. The Chair of the committee shall be a member of the Board of Trustees and be selected by the Executive Committee of the Board.

7.8 Ad Hoc Committees: The Board of Trustees may establish Ad Hoc committees. The Executive Committee shall appoint the members of such committees, each to be composed of not less than three (3) members of the Board of Trustees and such other people who are not members of the Board of Trustees as the Executive Committee may appoint to the committee. Ad Hoc committees shall limit their activities to the accomplishment of the purposes for which they are created and appointed and shall have only such power to act as may be specifically conferred by the Board of Trustees. Upon completion of the purposes for which established, Ad Hoc committees shall stand discharged. The Chair of any Ad Hoc committee shall be a member of the Board of Trustees and be selected by the Executive Committee of the Board.

7.9 Limitation on Committee Actions: A committee of the Board of Trustees may not: authorize distribution to Members, Trustees, Officers, agents, or employees except in exchange for value received; approve or recommend to Members dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the Corporation's assets; elect, appoint, or remove Trustees or fill vacancies on the Board of Trustees; or

adopt, amend, or repeal the Articles or Bylaws. No committee which has any members who are not Trustees shall be empowered to act for the Board of Trustees.

## **ARTICLE VIII**

### **Meetings**

**8.1 Annual Meeting:** The regular annual meeting of the Board of Trustees shall be held within the month of April on the third Monday of the month, unless otherwise determined by the Board of Trustees, which, in any event, shall be on a date and time subsequent to the convening of the annual meeting of the Board of Members. The specific date, time, and place of such annual meeting shall be as determined by the Board of Trustees.

**8.2 Other Regular and Special Meetings:** In addition to the regular annual meeting, the Board of Trustees shall hold additional regular meetings. Additional meetings may be as determined by Board resolution. Special meetings of the Board of Trustees shall be held at any time on call of the Chair, the President, or at the request in writing of a majority of the entire Board of Trustees or of the Board of Members. Special meetings of the Board of Trustees shall be held within the State of Colorado at a location specified or fixed in the notice thereof. Regular meetings of the Board of Trustees shall be held at the date, time, and place determined by the Chair, unless the Board of Trustees determines otherwise.

**8.3 Quorum:** A quorum shall consist of a simple majority of the Trustees currently in office for the purpose of transacting business at any meeting of the Board of Trustees. The act of a majority of the Trustees present at a meeting at which a quorum is present shall constitute the action of the Board of Trustees, except as otherwise provided or required by these Bylaws, the Articles of Incorporation, or the laws of the State of Colorado.

**8.4 Notice:** Written notice of the date, time and place of each regular meeting of the Trustees shall be mailed by or at the direction of the Secretary to each Trustee, addressed to such Trustee at his or her residence or usual place of business at least ten (10) and not more than thirty (30) days before the day on which the meeting is to be held. Notice with respect to special meetings of the Trustees shall be given personally or by telephone or by facsimile or electronically at least forty-eight (48) hours before the time of holding such meeting with a description of the matter or matters for which such meeting is called; or be mailed at least two (2) full days before such meeting.

**8.5 Waiver of Notice:** Notice required by the laws of the State of Colorado, the Articles of Incorporation, or these Bylaws may be waived in writing by a Trustee either before or after such meeting. The waiver must be signed by the Trustee entitled to the notice and filed with the minutes or the corporate records. Attendance of a Trustee at any meeting shall constitute a waiver of notice of the meeting except where the Trustee attends the meeting for the purpose of objecting to the transaction of such business or



upon arriving at the meeting or prior to the vote on a matter not noticed in conformity with the Laws of the State of Colorado, the Articles, or these Bylaws objects to lack of notice and does not vote for or assent to the objected-to action.

8.6 Informal Action by Trustees: Any action required to be taken or which may be taken at a meeting of the Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Trustees then in office and included in the minutes filed with the corporate records reflecting the action taken. Such consent shall have the same force in effect as a unanimous vote of all of the Trustees and may be described as such in any document. Action taken under this section is effective when the last Trustee signs the consent unless the consent specifies a different effective date.

8.7 Meeting by Teleconference: Any or all Trustees may participate in a regular or special meeting by, or the meeting may be conducted through the use of, any means of communication by which all Trustees participating can simultaneously hear each other during the meeting. A Trustee participating in a meeting by this means is deemed to be present in person at the meeting.

## **ARTICLE IX**

### **Officers**

9.1 Officers of the Corporation: The Officers of the Corporation shall consist of the Officers of the Board of Trustees and the President of Arrupe Jesuit High School. The Officers of the Board of Trustees shall consist of a Board Chair, a Secretary, and a Treasurer. The Board Chair shall be elected by the Board of Trustees at its annual meeting from among the current Trustees. Any two offices may be held by the same person with the exception that the President may not also hold either the office of Secretary or Treasurer. Additional offices may be created and individuals appointed to same at the discretion of the Board of Trustees to serve for such terms or the fulfillment of such duties as may be assigned to them.

9.2 Election and Removal: Officers shall be elected annually by the Board of Trustees to serve until the next annual meeting of the Board of Trustees subsequent to their election and until their successors are elected and qualified or until death, resignation, or removal, except that the Board Chair shall serve for three (3) years. Any Officer may be removed by the Board of Trustees whenever, in its judgment, the best interests of the Corporation would be served thereby, subject to Section 9.5.4. The method of appointment, duties and responsibilities of the President of Arrupe Jesuit High School are set forth in Section 9.5 of these Bylaws.

9.3 Board Chair: The Chair of the Board of Trustees shall be elected from among the Trustees for a term of three (3) years. He/She shall be the chief executive officer of the Board of Trustees and shall exercise general and active management of its business and affairs subject to the direction of the Board of Trustees. He/She shall

perform all the acts usually attendant upon the office of the chair of a board of directors or trustees. The Chair shall be responsible for preparing the agenda for all meetings in conjunction with the President of Arrupe Jesuit High School and the chairs of each of the committees of the Board of Trustees. The Board Chair shall preside at all meetings of the Board and shall include therein any matters which may be ordered by the Board of Trustees. In the event of the absence of the Chair, the Board shall designate one of its Trustees present at such meeting to act as the acting chair solely for the purpose of that meeting. The Board Chair shall make an annual report to the Board of Members at its annual meeting. The Chair shall be an *ex officio* voting member of all committees. He/She shall have such other duties as may be prescribed in the Articles of Incorporation and these Bylaws, and from time to time by the Board of Trustees. The Chair may be removed from office through resignation or by a two-thirds (2/3) vote of all Trustees.

#### 9.4 (Intentionally Omitted)

9.5 President: The President shall be the apostolic leader of Arrupe Jesuit High School. This role is vital in providing inspiration, in developing a common vision, and in preserving unity within the educational, business and neighborhood communities. Since the world view of Saint Ignatius Loyola is the basis on which a common vision is built, the President of Arrupe Jesuit High School is to be guided by this world view and shall be the one responsible for ensuring that opportunities are provided through which the other members of the School community can come to a greater understanding of this world view and its applications to education for justice and forming agents and institutions of structural change in society. In addition to this role of inspiration, the President of Arrupe Jesuit High School remains responsible for maintaining the religious and Ignatian nature of the School's philosophy and practice and holistically integrating the students' work experience into the educational pedagogy of the School.

9.5.1 Election and Annual Performance Review. The President of the Corporation shall be, preferably and if possible, a member in good standing of the Society of Jesus. Whether Jesuit or not, the President shall be elected, at either the annual or a special meeting called for that purpose, by a simple majority vote of the Board of Trustees which shall consider candidates approved by the Provincial of The Jesuits of the Central and Southern Province for such position. The President shall serve at the pleasure of the Board of Trustees or until resignation. The Board of Trustees will conduct an annual performance review of the President in connection with its annual meeting and the annual election of officers. There shall be no term limits on the office of the President.

9.5.2 Duties and Responsibilities. The President shall be the chief executive and administrative officer of the Corporation and shall be responsible for the general direction of its affairs and perform such other duties as may be customarily performed by the President or as may be



assigned to him/her by the Board of Trustees. The President's authority and responsibilities include but are not limited to:

- (A) Serving *ex officio* as a voting member of the Board of Trustees and of all committees of the Board;
- (B) Determining the School's organizational structure;
- (C) Exercising the general and active management, control, and direction of the operation of the School, but delegating a number of these functions to the Principal and to the School's other administrators under the President's supervision and with whom he/she works closely and provides guidance;
- (D) Appointing, supervising, evaluating, and discharging those who report to him/her, e.g., the Principal, the Business Manager, and the Director of Development, and reporting results of evaluations at least annually to the Board of Trustees;
- (E) Exercising final authority in matters pertaining to the enrollment, retention or dismissal of students, and in the employment, retention or dismissal of administrators, faculty and staff, subject only to the authority of the Board of Trustees;
- (F) Serving as the primary liaison officer and channel of communications between the Board of Trustees and the administration, the faculty and the staff;
- (G) Communicating the philosophy and programs of Arrupe Jesuit High School and the vision and values of Jesuit education to the School's various publics, including parent groups and community-based organizations, and representing the School at community, religious, academic and other public events;
- (H) Providing opportunities for adult/family enrichment programs for both the families of students and the community at large;
- (I) Providing spiritual and servant leadership in order to inculcate among students, faculty and staff the fundamental values and beliefs of the School's mission;
- (J) Functioning as the primary contact person with major donors and approving all fund-raising and development projects and events as well as all public relations releases and programs;
- (K) Providing leadership of annual and special fund-raising campaigns;

- (L) Executing all authorized bonds, deeds, mortgages, contracts, notes, other securities of the Corporation in the name of the Corporation, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution has been expressly delegated by the Board of Trustees to some other agent, officer or employee of the Corporation, and reporting on such matters to the Board of Trustees at the annual meeting;
- (M) Seeing that an appropriate accounting system and internal financial controls are in place and remain in place;
- (N) Making regular financial reports to the Board of all funds and assets belonging to the School and all income and expenditures pertaining to its operations;
- (O) Presenting an annual budget for the Corporation, in cooperation with the Finance Committee, which shall be submitted to the Board of Trustees for its consideration and approval;
- (P) Recommending to the Board of Trustees an appropriate certified public accounting firm to conduct an independent audit of the Corporation;
- (Q) Presiding at commencement exercises and other assemblies or convocations, and signing and conferring, in the name of the Board of Trustees, all certificates and honors voted upon;
- (R) Presiding at and representing the School at all academic functions at which he/she is present unless otherwise delegated to the Principal;
- (S) Participating, as appropriate, in the regular meetings of the Central and Southern Province High School Leadership Group, Cristo Rey Schools Network, and Jesuit Secondary Education Association;
- (T) Designating an "Acting President" to represent the President during his/her routine absence provided, however, the Acting President shall make no major decision in the President's absence.

9.5.3 Establishment of Councils. To carry out his/her duties and responsibilities, the President shall have the power to establish other councils, boards and similar bodies and with such individuals as he/she may deem necessary to promote the interests of the Corporation or conduct any general or special function subject to any further action by the Board of Trustees or approvals as may be required herein.

9.5.4 Removal of the President. The President may be removed from office by a two-thirds (2/3) majority vote of all the members of the Board of



Trustees, such vote to be taken only after the Board has duly consulted with the Provincial of The Jesuits of the Central and Southern Province.

9.5.5 Disability, Resignation or Extended Absence of the President. In the event of the disability, resignation, or extended absence of the President, the Board of Trustees shall appoint an Acting President approved by the Provincial pending selection of a President in accordance with Section 9.5.1.

9.6 Secretary: The Secretary of the Board of Trustees shall:

- (A) Keep the minutes of the Board of Trustees meetings in one (1) or more books provided for such purpose;
- (B) Submit copies of the minutes in a timely fashion to the members of the Board of Members and to the members of the Board of Trustees;
- (C) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (D) Be custodian of the Corporate Seal and records, including all records of the Board and of its committees, books, documents, contracts, valuable papers, and details covering the history and the statistics of the Corporation;
- (E) For the benefit of the Corporation, keep a record showing a true and complete list of all the current members of the Board of Members and of the Board of Trustees, with their current addresses, and also their terms of office, as well as maintain books belonging to the Corporation at the principal office of the Corporation;
- (F) In general, perform all duties customarily performed by such officer or as may be assigned to him/ her by the President or by the Board of Trustees;
- (G) Be authorized to designate Assistant Secretaries, who need not be Trustees, to assist in keeping any of the foregoing minutes and records.

9.7 Treasurer: The Treasurer shall have responsibility for the funds and securities of the Corporation and perform such other duties as the Board or the President may require, including, at the direction of the President, establishing and maintaining a formal accounting system with internal financial controls. The Treasurer will assist the President in the preparation of the annual financial report, and when requested by the Board of Trustees, the Board of Members, or the President, will render an appropriate financial statement of the Corporation.

9.8 Compensation of Employees: The Board of Trustees is authorized to fix and determine or otherwise provide for the method of fixing and determining the compensation of employees of the Corporation.

## **ARTICLE X**

### **The Principal of the School**

10.1 Principal: The Principal of the School shall be appointed by the President of Arrupe Jesuit High School with the approval and consent of the Board of Trustees. He/she shall serve at the pleasure of the President of Arrupe Jesuit High School, and his/her work shall be reviewed annually by the President of Arrupe Jesuit High School who will then report in writing on the matter to the Board.

10.1.1 Responsibilities. As delegated and directed by the President of Arrupe Jesuit High School, the Principal shall have the necessary authority for the instructional and formational administration of the School and shall be accountable to the President of Arrupe Jesuit High School in the discharge of this responsibility. The Principal shall confer frequently with the President of Arrupe Jesuit High School.

10.1.2 Duties. The authority of the Principal for the instructional and formational administration of the school includes:

- (A) Having all the duties of the chief academic officer of the School, and the responsibility for carrying out the policies established by the Board of Trustees of the School;
- (B) Preparing and supervising the annual budget for the instructional and student activities areas of the School, showing the expected receipts and expenditures;
- (C) Appointing, supervising, evaluating and discharging employees of the School in his/her areas of authority, namely the Dean of Students, department heads, Admissions Director, other faculty members (including counselors), volunteers (Alum Service Corps, JVC, etc.) and appropriate academic personnel, according to established personnel policies and procedures;
- (D) Overseeing the work of the Admissions Director in recruiting students, administering the admissions policy and program for incoming students and for transfer students, and assisting in the selection of students for scholarships and the work-study program;
- (E) Having responsibility for student admissions as well as for the dismissal of students for academic, disciplinary or other reasons, as

assisted by the Admissions Director, Corporate Work-Study Program Director and the Dean of Students;

- (F) Selecting recipients of scholarships and other financial assistance, and determining the amounts of such scholarships and financial assistance;
- (G) Assisting the President of Arrupe Jesuit High School as a channel of communications between the Board of Trustees and the faculty;
- (H) Submitting to the Board of Trustees, in writing, at least annually, the needs of the School, both academic and physical, assigning a priority to those deemed most important, and adding his/her personal recommendations;
- (I) Planning in-service and faculty development events, faculty meetings, and committee meetings, and coordinating self-evaluation, accreditation, curriculum development, and faculty involvement in strategic planning;
- (J) Collaborating with the Director of the Corporate Work-Study Program in scheduling, student work assignments, discipline and overall progress of the students and the scheduling of the school calendar and programs;
- (K) Participating, as appropriate, at meetings of and representing Arrupe Jesuit High School to the Archdiocesan Office of Catholic Schools, Jesuit Secondary Education Association, Cristo Rey Schools Network, Colorado State Board of Education, Colorado High School Activities Association, and of principals' meetings (diocesan, state, national, province or assistance);
- (L) Directing the faculty's work on curriculum development and coordinating the development of fundamentals for the academic program of Arrupe Jesuit High School as a college-preparatory institution.

## **ARTICLE XI**

### **Corporate Seal**

The Seal of the Corporation shall be a circular impression reciting in the center the words "Corporate Seal," and in the perimeter the words, "Arrupe Jesuit High School."



**ARTICLE XII**  
**Indemnification**

To the fullest extent provided by and permitted under the laws of the State of Colorado, the Corporation shall indemnify its Board of Members, members of its Board of Trustees and Officers and every other former Officer, Member, and Trustee, and every person who may have served at its request or by election or appointment as a Member, Officer or Trustee for any and all sums to which they or any of them may be legally obligated to pay as damages and for expenses actually and necessarily incurred by them in connection with the defense or settlement of any action, suit, or proceeding to which they or any of them are made parties or party, by reason of having been a Member, Officer, Trustee or former Member, Officer or Trustee of such Corporation, except in relation to matters as to which any such Member, Officer, or Trustee or former Member, Officer, or Trustee shall be adjudged in such action, suit, or proceeding to be guilty of or liable for reckless or willful misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability. The term "expenses" shall include attorneys' fees, court costs, the expense of investigation and payment in settlement (unless paid by the Corporation) and other expenses necessarily and reasonably incurred in connection with the defense or settlement of any claim, action, suit, or proceeding. The foregoing right of indemnification shall not be exclusive of any other rights to which any Officer, Member, or Trustee may be entitled. And, this indemnification shall be in an addition to and not in limitation of any other privilege or power of the Corporation to indemnify its Officers and Trustees. The Corporation may, but is not required to, purchase insurance covering any liability with respect to the foregoing individuals regardless of whether the corporation would have the power to indemnify them.

### **ARTICLE XIII**

#### **Notices**

**13.1 Effective Notice:** Unless otherwise required by the Act, regular meetings of the Board may be held without notice of the date, time, place or purpose of the meeting. Notice of each special meeting of the Board stating the place, day and hour of the meeting shall be delivered to each director at such director's business address at least three days prior to the meeting. Written notice may be delivered by first class mail, private courier, electronic transmission or facsimile at a number provided by the director to the Secretary. Written notice shall be considered delivered upon receipt. Receipt of communications will be sufficient evidence in the following manner: by first class mail, evidence of return receipt; by private courier, a record of delivery signed by an individual at the address of the receiving party; by electronic transmission, unless an electronic rejection has been received within 24 hours; and by facsimile, a printed transmission receipt record. Neither the business to be transacted at, nor the purpose of any meeting of the Board, need specified in the notice or waiver of notice of such meeting unless otherwise required by statute.

**13.2 Waiver of Notice:** Any Member, Trustee, or Officer may waive any notice to be given in the manner set forth in these Bylaws or the Act.

### **ARTICLE XIV**

#### **Procedure of the Trustees**

All questions of parliamentary procedure or practices concerning the Corporation shall be governed by the current edition of *Roberts Rules of Order, Newly Revised*, except as otherwise specifically provided by law, these Bylaws, or the Articles of Incorporation.

**ARTICLE XV**  
**Amendments to these Bylaws**

15.1 Amendment by Board of Trustees Action: These Bylaws may be altered, amended or repealed from time to time, in whole or in part, only by a resolution adopted: (a) by the affirmative vote of at least two-thirds (2/3) of the members of the Board of Trustees then in office if the amendment does not relate to the number of Trustees, the composition of the Board of Trustees, the term of office of Trustees, the method or way in which Trustees are elected or selected, the General Powers or Reserved Powers of the Board of Trustees as provided in Section 6.6 and 6.7 respectively, or Article V of these Bylaws concerning the Board of Members and, (b) except as permitted under the Act, by the Board of Members by the affirmative vote of at least two-thirds (2/3) of the votes cast or a majority of the voting power, whichever is less.

15.2 Amendment Reserved to the Board of Members: With respect to any amendment which relates to the number of Trustees, the composition of the Board of Trustees, the term of office of Trustees, the method or way in which Trustees are elected or selected, the General Powers or Reserved Powers of the Board of Trustees as provided in Section 6.6 and 6.7 respectively, or Article V of these Bylaws concerning the Board of Members, an affirmative vote of at least two-thirds (2/3) of the votes cast or a majority of the voting power, whichever is less, of the members of the Board of Members shall be sufficient. Such vote is to take place at a special meeting called for that purpose, provided that thirty (30) days previous notice in writing is given to all the Members. The notice must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment and contain or be accompanied by a copy or summary of the amendment. Any amendment to these Bylaws affecting Article V concerning the Board of Members shall further require the approval of the Provincial of The Jesuits of the Central and Southern Province.

15.3 Distribution. When any change or amendment has been made in these Articles of Incorporation, the Secretary shall promptly cause copies of the Articles of Incorporation as amended or changed to be published and distributed to all members of the Board of Members and the Board of Trustees, as well as to the Provincial of The Jesuits of the Central and Southern Province or corresponding superior of any future juridical configuration of the Society of Jesus, and included in the records of the Corporation.

**ARTICLE XVI**  
**Records**



16.1 Retention of Records: The Corporation shall keep as permanent records minutes of all meetings of its Members and Board of Trustees, a record of all actions taken by the Members or Trustees without a meeting, and a record of all actions taken by committees of the Board of Trustees authorized to exercise the authority of the Board. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its Members in the form that permits preparation of a list of the names and addresses of all Members. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

16.2 Records to be Kept at Corporation's Principal Office: The Corporation shall keep a copy of the following records at its principal office:

- (A) Its Articles or restated Articles of Incorporation and all amendments to them currently in effect;
- (B) Its Bylaws or restated Bylaws and all amendments to them currently in effect;
- (C) The minutes of all meetings of the Board of Members and records of all actions approved by the Board of Members for the past three (3) years;
- (D) All written communications to all Members or any specific class of Members generally within the past three (3) years, including the financial statements furnished for the past three (3) years in compliance with applicable provisions of Colorado law, including the Act, or any subsequent provision, as amended;
- (E) Appropriate financial statements of all income and expenses.

16.3 Disclosure of Records: The Corporation shall comply with applicable provisions of Colorado law, including the Act, governing disclosure of records. The Corporation shall not be required to disclose any information with respect to donors, gifts, contributions, or the purchase or sale of art objects unless required to do so by the Act.

Arrupe Jesuit High School

  
Board Chair **DARREN WALSH** 5/11/2018

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12/28/2023



City of Denver  
Department of Planning Services

To: Whom it May Concern,

As the owner of the properties located at 4343 N Utica and 4346 N Utica Street, Arrupe Jesuit High School affirms ownership of the properties, and hereby authorizes Dustin Mallory and MOA Architecture to represent us in the rezoning application for the properties listed above.

Please do not hesitate to contact me should you have any questions.

Regards,

A handwritten signature in blue ink that reads "Michael J. O'Hagan".

Michael J. O'Hagan  
President, Arrupe Jesuit High School

July 20, 2023

City of Denver  
Department of Planning Services

TO: Whom it May Concern

As the owner of the properties located at 4377, 4380 and 4358 N. Utica St, The Archdiocese of Denver affirms ownership of the properties, and hereby authorizes Dustin Mallory and MOA Architecture to represent us in the rezone application for the properties listed above.

Please do not hesitate to contact me should you have any questions.

Thank you,



Keith Parsons  
COO and Attorney in Fact for the Most Rev. Samuel J. Aquila, S.T.L.,  
Archbishop of Denver



December 11, 2023

### **Entitlement Rezoning Summary:**

11/3/2022 – MOA reaches out to Development coordinator regarding rezoning.

2/3/2023 – MOA submits concept SDP.

2/22/2023 – Concept SDP Meeting with the City for both projects

3/6/2023 – MOA submits Pre-App Zoning Request application for both projects.

4/13/2023 – City of Denver schedules first zoning meeting following pre app submission.

4/26/2023 – Zoning SDP meeting where the city recommended MOA try the Campus CMP-EI2 approach.

5/4/2023 – Meeting with Councilwoman Sandoval.

5/10/2023 – Meeting with neighborhood planning committee BRUIN and presented PUD concept.

5/23/2023 – First meeting with Tony Lechuga with the City of Denver

6/16/2023 – Meeting with Tony Lechuga to discuss PUD route.

6/22/2023 – Meeting with Landmark to discuss PUD justification.

7/25/2023 – MOA meets with Tony to discuss the Rectory zoning.

8/3/2023 – MOA meets with Tony and Landmark to discuss Landmark's approval for a PUD path.

8/7/2023 – MOA submits PUD Deviations for the school.

8/8/2023 – MOA submits first SDP for the Rectory

9/27/2023 – Meeting with Councilwoman Sandoval to review the PUD update for the school.

10/6/2023 – Meeting with Tony, Bridget Rassbach to discuss PUD and SDPs.

11/3/2023 – MOA meeting with Tony and BHFS

11/8/2023 – MOA meeting with Tony – receive info to start CMP-EI2 zoning as the underlying district.



11/17/2023 – City submits PUD draft to the team.

11/29/2023 – MOA meeting with Tony – Review PUD Draft

11/30/2023 – MOA submits second SDP for the Rectory

12/8/2023 – MOA meeting with Tony