

## Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name		Representative Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
<p><b>*If More Than One Property Owner:</b>            All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p><b>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</b></p>	
<p>Please attach Proof of Ownership acceptable to the Manager for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.</p> <p>If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.</p>			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):			
Assessor's Parcel Numbers:			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:			

## REVIEW CRITERIA

<p>General Review Criteria: The proposal must comply with all of the general review criteria DZC Sec. 12.4.10.7</p>	<p><input type="checkbox"/> Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan.</p> <p>Please provide an attachment describing relevant adopted plans and how proposed map amendment is consistent with those plan recommendations; or, describe how the map amendment is necessary to provide for an unanticipated community need.</p> <p><input type="checkbox"/> Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</p> <p><input type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p>
<p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria DZC Sec. 12.4.10.8</p>	<p><b>Justifying Circumstances - One of the following circumstances exists:</b></p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error.</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact.</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints on development created by the natural characteristics of the land, including, but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage.</p> <p><input type="checkbox"/> The land or its surroundings has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area to recognize the changed character of the area.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (Overlay Zone Districts), of this Code.</p> <p>Please provide an attachment describing the justifying circumstance.</p> <p><input type="checkbox"/> The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</p> <p>Please provide an attachment describing how the above criterion is met.</p>

## REQUIRED ATTACHMENTS

Please ensure the following required attachments are submitted with this application:

- ☐ Legal Description (required to be attached in Microsoft Word document format)
- ☐ Proof of Ownership Document(s)
- ☐ Review Criteria

## ADDITIONAL ATTACHMENTS

Please identify any additional attachments provided with this application:

- ☐ Written Authorization to Represent Property Owner(s)
- ☐ Individual Authorization to Sign on Behalf of a Corporate Entity

Please list any additional attachments:

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Rezoning Application Page 3 of 3

## PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION/PETITION

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

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed or deed of trust, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
<b>EXAMPLE</b> John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
			<i>Rowka Arnold</i>			
			<i>Rowka Arnold</i>			
			<i>Rowka Arnold</i>			
			<i>Rowka Arnold</i>			

Last updated: February 22, 2017

 Return completed form to [rezoning@denvergov.org](mailto:rezoning@denvergov.org)

201 W. Colfax Ave., Dept. 205

Denver, CO 80202

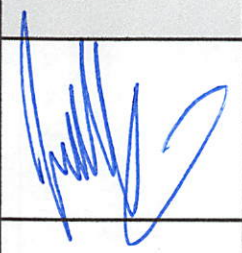
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<b>EXAMPLE</b> John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
Priddy's Auction Galleries, Inc.	5401 Leetsdale Dr. 5411 Leetsdale Dr. Denver, CO 80246 ladams@crlassociates.com	100%		7/27/18	(A)	YES

Last updated: February 22, 2017

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April 12, 2019 rev.; fees waived per DZC 12.3.3.4





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Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed or deed of trust, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
<b>EXAMPLE</b> John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
Jill Jennings Golich, Interim Executive Director, Community Planning and Development, City and County of Denver	5401 & 5413 Leetsdale Drive, Denver, CO 80246 (Assessor Parcel Numbers 06181-13-030-000 and 06181-13-036-000)	CCD is owner of property within PUD 627; CCD property is not within area proposed to be rezoned	<i>Jill Jennings Golich</i>	4/9/19	A	Yes

Last updated: May 24, 2018

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## INTRODUCTION

The applicant, 226 Monroe Street, LLC., has assembled the parcels at 5231, 5301-5307, 5335 Leetsdale Drive & 420, 450 S. Grape St. and is seeking to rezone the assemblage from B-3 Waivers and Conditions and PUD 627 to E-CC-3. The applicant occupies retail space on the property doing business as Newberry Brothers Florists of Denver. They have been in business in and around Denver since the 1940s.

The map in Exhibit F shows how the property is divided between B-3 Waivers and Conditions and PUD 627. In response to a request from the Zoning Administrator, a portion of PUD 627 (noted on the map) will not be rezoned. However, the rezoning must meet the requirements of Title 59-516(a) which states that text amendments must include the entire PUD area and meet the application requirements of Section 59-515. In response, the applicant has included authorization of all owners within the PUD in order to proceed with the amendment even though only a portion of the area will be rezoned.

The applicant also recognizes the importance of communicating with the surrounding community regarding the rezoning application. They have been in contact with the Preservation of Residential South Hilltop Neighborhood Association (PRSHNA), the Dakota Hill Homeowners Association as well as other business owners and neighbors in the community. The applicant is working with PRSHNA to develop a Neighborhood Agreement to address residents' concerns. The table in Exhibit G documents the community outreach.

## PROPOSED MAP AMENDMENT SUMMARY

The proposed Map Amendment seeks to rezone the properties from B-3 Waivers and Conditions and PUD 627 to E-CC-3.

Section 12.4.10.7 of the Denver Zoning Code authorizes Denver City Council to approve an official map amendment if the proposed rezoning meets the following criteria:

1. 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 the adoption of the City's plan."*

2. 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."*

3. Public Health, Safety, and Welfare

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

For the reasons set forth in Exhibit A, the proposed rezoning is consistent with these criteria.

## EXHIBIT A: REVIEW CRITERIA

### GENERAL REVIEW CRITERIA

#### *Consistency with Adopted Plans*

The proposed map amendment is consistent with the City's five review criteria and all adopted plans.

1. **Denver Comprehensive Plan 2000**
2. **Denver Comprehensive Plan 2040 (Planning Board Draft 3/13/19)**
3. **Blueprint Denver**
4. **Blueprint Denver Update 2019 (Planning Board Draft 3/13/19)**

#### *Denver Comprehensive Plan 2000*

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the Denver Comprehensive Plan 2000.

The *italicized text* signals an excerpt from the Plan. The language that follows is used to detail how the proposed map amendment is consistent with the goals of the Plan.

Key elements of the Plan 2000 visions for success include:

- *Congruency of land use and zoning: "...a built environment with greater overall urban design integrity, stronger connections among urban centers, and a richer and more diverse mix of uses within geographically proximate areas."*
- *Compact development: "...Compact urban centers will meet the needs of 21st-century living while reinforcing the valued characteristics of Denver's neighborhoods. Development and redevelopment of urban centers present opportunities to concentrate population and land uses within a limited geographic space. Compact development will improve neighborhood cohesion, reduce urban sprawl and connect residents more directly to services and amenities within their immediate living environment."*
- *Mobility: "...residents will enjoy a greater variety of convenient transportation options and alternative mobility choices." Denver Comprehensive Plan 2000, page 55*

The proposed rezoning to E-CC-3 will support all of the Plan's visions for success. The proposed rezoning will support a built environment with greater overall urban design integrity, stronger connections among urban centers, and a richer and more diverse mix of uses within geographically proximate areas. The proposed rezoning will provide for opportunities to concentrate population and land uses within a limited geographic space. The proposed E-CC-3 Zone district will allow for the type of compact development that has the potential to improve neighborhood cohesion, reduce urban sprawl and connect residents more directly to services and amenities within their immediate living environment. Given the site's location near public transit on Leetsdale Drive, the proposed E-CC-3 Zone District will provide the opportunity for residents to enjoy a greater variety of convenient transportation options and alternative mobility choices. For these reasons, the proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the Denver Comprehensive Plan 2000.

The Plan Calls for Diverse Housing Options

- *"Encourage development of housing that meets the increasingly diverse needs of Denver's present and future residents in the Citywide Land Use and Transportation Plan." Denver Comprehensive Plan 2000, page 58*
- *"The increasing need for a broader array of housing options requires a more diverse mix of residential types that are both affordable and complementary to neighborhood character." Denver Comprehensive Plan 2000, page 92*



The proposed rezoning to E-CC-3 will establish a framework for a unique live-work development. The proposed E-CC-3 Zone District will facilitate increased availability of housing stock near transit and an expanded variety of housing options. The unique mix of allowable uses, both residential and commercial, will encourage development of housing that meets the increasingly diverse need of Denver's present and future residents. The proposed rezoning to E-CC-3 allows for a range of building types and building heights in support of the Denver Comprehensive Plan 2000's call for diverse housing options. For these reasons, the proposed rezoning is consistent with the Denver Comprehensive Plan 2000.

#### The Plan Addresses a Need for Greater Connectivity, Access to Transit, and Multi-Modal Communities

- *"Increasingly, transportation must support land-use strategies — and vice versa — to provide a greater range of living and mobility options." Denver Comprehensive Plan 2000, page 8*
- *"In addition to reducing vehicular traffic, existing bus corridors and new regional transit corridors offer opportunities to shape transit-oriented, mixed-use developments, which encourage neighborhood self-sufficiency." Denver Comprehensive Plan 2000, page 33*
- *"Achieve environmental sustainability in all aspects of planning, community and building design, and transportation... by promot(ing) the development of sustainable communities and centers of activity where shopping, jobs, recreation and schools are accessible by multiple forms of transportation, providing opportunities for people to live where they work." Denver Comprehensive Plan 2000, page 41*
- *"Ensure that land-use policies and decisions support a variety of mobility choices, including light rail, buses, paratransit, walking and bicycling, as well as convenient access for people with disabilities." – Denver Comprehensive Plan 2000, page 60*
- *"Create more convenient connections between different modes of transportation, as in pedestrian to transit, bus to light rail, or bike to transit." – Denver Comprehensive Plan 2000, page 76*
- *"Promote convenient public transit for the community, including buses, light rail and other alternatives to single-occupancy vehicles." – Denver Comprehensive Plan 2000, page 41*

The Denver Comprehensive Plan 2000 created strong directives around transit and articulated that land use policies should support those objectives. The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 will allow for residences, office space, and retail along one of Denver's transit corridors. This rezoning will facilitate a more walkable environment along Leetsdale Drive and a mixed-use community next to transit. The rezoning will enable diverse mobility options for potential future residents and will be one step in the direction of shifting a city overly structured to accommodate automobiles. The rezoning will open the door for a pedestrian-friendly, mass transit-friendly site.

The rezoning of this site promotes the reduction of reliance on automobiles and supports safe, convenient access and accommodation of pedestrians and transit riders. It promotes convenient public transit for the community. This rezoning strongly reinforces the Plan's call for pedestrian-friendly communities and is therefore consistent with this aspect of the Denver Comprehensive Plan 2000.

#### The Plan Addresses a Need for Sustainable Development and Conservation of Land

- *"To encourage a healthy mix of diversity in Denver, the City must try to ensure housing opportunities in a range of types and prices throughout the city. Housing policies must address the needs of people of diverse incomes, household sizes, ages and lifestyles. Adequacy and variety of housing close to work also protect the environment by reducing driving." Denver Comprehensive Plan 2000, page 13*
- *"Conserve land by... Promoting infill development within Denver at sites where services and infrastructure are already in place." – Denver Comprehensive Plan 2000, page 39*
- *"Conserve land by... Designing mixed-use communities and reducing sprawl, so that residents can live, work and play within their own neighborhoods." – Denver Comprehensive Plan 2000, page 39*
- *"Compact urban centers will meet the needs of 21st-century living while reinforcing the valued characteristics of Denver's neighborhoods. Development and redevelopment of urban centers present opportunities to concentrate*

*population and land uses within a limited geographic space. Compact development will improve neighborhood cohesion, reduce urban sprawl and connect residents more directly to services and amenities within their immediate living environment.” – Denver Comprehensive Plan 2000, page 55*

- *“Encourage quality infill development that is consistent with the character of the surrounding neighborhood; that offers opportunities for increased density and more amenities; and that broadens the variety of compatible uses.” – Denver Comprehensive Plan 2000, page 60*

The rezoning of this site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with these sections of the Denver Comprehensive Plan 2000. The proposed rezoning encourages the redevelopment of vacant, underutilized and environmentally compromised land known as a brownfield. While this site is not environmentally compromised, it is an underutilized site. Redevelopment of this underutilized land, made possible through the proposed rezoning, is consistent with the Plan. Further, this proposed zoning will encourage the conservation of land by promoting infill development within Denver at sites where services and infrastructure are already in place.

This proposed rezoning will also encourage the conservation of land through enabling the design of a mixed-use community. It will enable a reduction in sprawl so that residents can live, work and play within their own neighborhood. The E-CC-3 Zone District will allow for office, grocery, and retail, while also allowing for housing on-site. The type of compact development contemplated by the E-CC-3 Zone District will improve neighborhood cohesion, reduce urban sprawl, and connect residents more directly to services and amenities within their immediate living environment.

For all of these reasons, the rezoning of this site to E-CC-3 from B-3 Waivers and Conditions and PUD 627 is consistent with the Denver Comprehensive Plan 2000.

#### [Denver Comprehensive Plan 2040](#)

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the Denver Comprehensive Plan 2040.

The *italicized text* signals an excerpt from the Plan. The language that follows is used to detail how the proposed map amendment is consistent with the goals of the Plan.

Key elements of the Plan 2040 visions for success include:

- *Equitable, Affordable, and Inclusive: “...is an equitable, inclusive community with a high quality of life for all residents, regardless of income level, race, ethnicity, gender, ability or age.”*
- *Strong and Authentic Neighborhoods: “...neighborhoods are complete, unique and reflective of our city’s diverse history.”*
- *Economically Diverse and Vibrant: “...a global city with a robust economy that reflects the diversity of our community.” Denver Comprehensive Plan 2040, pg. 18*

The proposed rezoning to E-CC-3 will support all of the Plan’s visions for success. The proposed rezoning will ensure that residents of the Leetsdale corridor have safe, convenient and affordable access to basic services and a variety of amenities, including enhanced mobility and public transit choices; it will also support housing serving residents across a range of incomes, ages and needs. The proposed rezoning will finish an incomplete neighborhood in the Leetsdale corridor and thus continue to build a network of well-connected, vibrant, mixed-use centers in Denver. The proposed rezoning will sustain and grow local neighborhood businesses by ensuring Leetsdale corridor businesses benefit from increased population density and transit options. For these reasons, the proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the Denver Comprehensive Plan 2040.

#### The Plan Calls for Equitable, Affordable, and Inclusive Housing Options

- *“Ensure all Denver residents have safe, convenient and affordable access to basic services and a variety of amenities.”* – Denver Comprehensive Plan 2040, pg. 28
- *“Build housing as a continuum to serve residents across a range of incomes, ages and needs.”* – Denver Comprehensive Plan 2040, pg. 28

The proposed rezoning will allow development of housing units close to transit and mixed-use developments, specifically along the Speer/Leetsdale corridor which has been designated as a High-Capacity Transit Corridor in the Denver Moves: Transit Plan. Further, the proposed rezoning allows for a greater mix of housing options, especially close to present and future transit choices.

#### The Plan Calls for Strong and Authentic Neighborhoods

- *“Create a city of complete neighborhoods.”* – Denver Comprehensive Plan 2040, pg. 34

The proposed rezoning will allow for the continued improvement of the Speer/Leetsdale corridor. Such a rezoning will ensure present and future residents’ access to greater mobility options as well as mixed-use corridor development. Such development would allow greater pedestrian-friendly housing stock near to a transit-heavy, multimodal corridor and locally-owned, unique commercial businesses. Because it continues to promote the creation of a network of well-connected, vibrant, and mixed-use centers along the Leetsdale corridor, the proposed rezoning satisfies the goals of Denver Comprehensive Plan 2040.

#### The Plan Calls for Economically Diverse and Vibrant Communities

- *“Sustain and grow Denver’s local neighborhood businesses.”* – Denver Comprehensive Plan 2040, pg. 46

The proposed rezoning will ensure the continued promotion of local neighborhood businesses along the Leetsdale corridor and near to the site. Nearby small, locally-owned businesses and restaurants will benefit from the increased urban density allowing them to retain their unique Denver character. For these reasons, the proposed rezoning is consistent with Denver Comprehensive Plan 2040.

#### [Blueprint Denver](#)

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with Blueprint Denver. Specifically, the rezoning is consistent with Blueprint’s Overarching Plan Recommendations, as well as the recommendations for Areas of Stability, Concept Land Use, Street Classifications, and Enhanced Transit Corridors.

The *italicized text* signals an excerpt from Blueprint. The language that follows is used to detail how the proposed map amendment is consistent with the goals of Blueprint.

#### **Overarching Plan Recommendations**

*“Blueprint Denver anticipates several key outcomes of this integrated approach to planning for the future:*

- *Enhanced transportation system connectivity — strong links between and among transit, bicycle and pedestrian routes — promotes the use of multiple modes of transportation.*
- *Appropriately located and attractive density stimulates positive change and development in areas with strong links to transit.*
- *A diversity of housing in terms of size, type and cost provides a range of housing options and prices throughout the community.*
- *Residential areas are located near employment centers, thus creating more job opportunities across the city.”*  
*Blueprint Denver, page 18 -19*

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the overarching plan recommendations in Blueprint Denver. The proposed rezoning will enable enhanced transportation system connectivity

— strong links between and among transit and pedestrian routes. The density contemplated by the proposed zoning is appropriately located along Leetsdale Drive, encouraging positive change and development in an area with strong links to transit. The variety of allowable uses under E-CC-3 zoning promotes a diversity of housing in terms of size, type, and cost. The proposed zone district also allows for commercial, in addition to residential, uses on the site, encouraging job opportunities near residential areas. For these reasons, the proposed rezoning is consistent with Blueprint Denver.

### **Concept Land Use and Street Classifications**

Blueprint Denver identifies the area to be rezoned as an Area of Stability. Areas of Stability are defined by Blueprint as *“primarily the stable residential neighborhoods and their commercial areas, where minimal change is expected during the next 20 years. The ideal for Areas of Stability is to identify and maintain the character of an area while accommodating some new development and redevelopment in appropriate locations.”* Blueprint Denver, page 24

#### **Areas of Stability**

##### *“Strategies:*

- *Address incompatible zoning and land use issues*
- *Compatibility between existing and new development, design and development standards*
- *Address edges between Areas of Stability and Areas of Change*
- *Diversity of housing type, size, and cost*
- *Uphold the legacy of walkable neighborhoods*
- *Provide neighborhood traffic management programs*
- *Revitalize neighborhood centers and provide basic services (grocery)*
- *Reinvest in substandard and deteriorating infrastructure”*

*Blueprint Denver, pg. 25*

The proposed rezoning is consistent with Blueprint Denver’s recommendations for Areas of Stability. It will identify and maintain the character of the area while accommodating some new development and redevelopment in an appropriate location along Leetsdale Drive. The proposed rezoning will bring the site into the updated zoning code and will address compatibility between existing and new development along Leetsdale Drive. It will allow for a diversity of housing type, size, and cost, revitalization of a neighborhood center, and reinvestment in substandard and deteriorating infrastructure while at the same time upholding the legacy of the walkable neighborhood to the north of the site. For these reasons, the proposed rezoning to E-CC-3 is consistent with Blueprint Denver.

Areas of Stability are further divided into Committed Areas and Reinvestment Areas. While Blueprint Denver does not specify which parts of Denver are Committed Areas and which are Reinvestment Areas, this site’s location along Leetsdale Drive and the current underutilization of the property make it a likely Reinvestment Area within an area of stability.

*“Reinvestment areas are neighborhoods with a character that is desirable to maintain but that would benefit from reinvestment through modest infill and redevelopment or major projects in a small area. These areas would encourage investment but in a more limited and targeted way than in Areas of Change.”* Blueprint Denver, pg. 122

The proposed rezoning is consistent with Blueprint Denver’s recommendations for Reinvestment Areas. The rezoning of this site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 will maintain the character of the neighborhood while allowing for the benefit of reinvestment through redevelopment in a small area. For that reason, this rezoning is consistent with Blueprint Denver.



Blueprint Denver also addresses Planned Unit Developments (PUDs). *"A PUD involves a negotiated development plan between a developer and the City and County of Denver. Concerns with PUDs are that their widespread proliferation has increased the complexity of regulating land use, and the conditions they place on development sometimes perform poorly and inflexibly once the PUD has been adopted. This issue can be addressed if the city acts on the authority to repeal obsolete PUD zoning and change it to a more appropriate district."* Blueprint Denver, pg. 82

The proposed rezoning from PUD 627 to E-CC-3 will allow the city to repeal an obsolete PUD zoning and change it to a more appropriate district. The conditions the existing PUDs place on development on the site have performed poorly and created inflexibility. For these reasons, the proposed rezoning is consistent with Blueprint Denver.

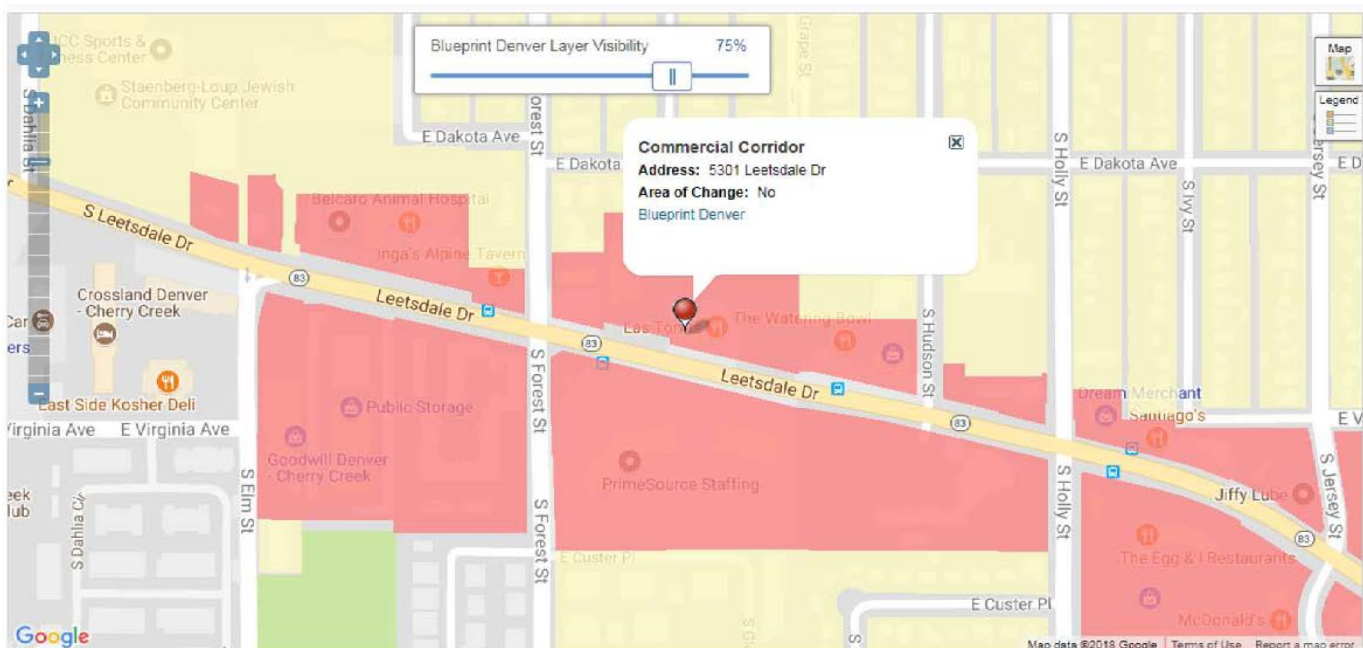
Blueprint Denver further identifies the area to be rezoned as Commercial Corridor.

*"Commercial corridors are linear business districts primarily oriented to heavily used arterial streets. They share similarities with pedestrian shopping corridors but are larger and accommodate more auto traffic. Because of the heavy traffic, special design features are necessary for buildings to be accessible and visible to someone driving by, while also practical for transit, bicycle and pedestrian use. Commercial corridors are favored locations for big-box retail, which can present special design challenges. Many corridors accommodate major bus transit routes and have significant numbers of transit users. Well-designed commercial corridors include street trees, wide sidewalks, on-street parking and attractive bus stops, and, as a result, exhibit a fair amount of pedestrian activity."* Blueprint Denver, pg. 45

The proposed rezoning to E-CC-3 will allow for a linear business district primarily oriented to Leetsdale Drive, a heavily-used commercial arterial. The E-CC-3 zone district will allow for big-box retail and a design that could include street trees and wide sidewalks (where none currently exist). For these reasons, the proposed rezoning is consistent with Blueprint Denver.

For all the reasons above, the proposed rezoning from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with Blueprint Denver.

*Blueprint Denver Concept Land Use Map*



Blueprint Denver Concept Land Use Map

Blueprint

## **Street Classifications**

Leetsdale Drive is classified as a commercial arterial. The proposed E-CC-3 zoning allows for the type of development contemplated by Blueprint Denver along commercial arterials.

For all of the reasons discussed above, the proposed rezoning is consistent with Blueprint Denver.

## **Blueprint Denver 2019**

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with Blueprint Denver 2019. Specifically, the rezoning is consistent with the Vision for an Inclusive City, a Plan of Action, a City of Complete Neighborhoods and Networks, and Neighborhood Context.

The *italicized text* signals an excerpt from Blueprint. The language that follows is used to detail how the proposed map amendment is consistent with the goals of Blueprint.

## **Vision for an Inclusive City**

*"The Blueprint Denver vision calls for:*

- *An equitable city: planning for social equity and guiding change to benefit everyone*
  - *A city of complete neighborhoods and complete networks: connecting Denverites to all of their daily needs*
  - *An evolving city: a measured, commonsense approach to where growth should go and how it should fit in"*
- Blueprint Denver 2019, pg. 28

The proposed rezoning of the site from B-3 Waivers and Conditions and PUD 627 to E-CC-3 is consistent with the overarching vision set out in Blueprint Denver 2019. The rezoning ensures further and continued equity along the Leetsdale corridor by expanding housing and employment diversity. It will allow greater choice to Denver residents for more inclusive housing options and promote locally-owned, neighborhood businesses on or nearby the site. Due to the proposed rezoning's location along the transit-heavy Leetsdale corridor, it will also further improve access to opportunity to residents and more equitable access to amenities, health and education. Additionally, with the opportunity for development of greater housing diversity options, the proposed rezoning will continue to reduce local community vulnerability to displacement from increasing property values.

The proposed rezoning's location will enhance resident access to and use of a variety of mobility choice options along the Leetsdale corridor, including pedestrian paths, transit routes, and street networks. Such transit option choice will ensure better resident access to city resources, quality-of-life amenities, and employment opportunities. Further, the proposed rezoning will continue to strengthen the local Hilltop neighborhood and Leetsdale corridor while maintaining the unique character of both.

## **Plan of Action -Land Use and Built Form, Mobility, and Quality-of-Life Infrastructure Recommendations**

Blueprint Denver 2019 contains a list of policies and strategies to implement the Blueprint Denver 2019 and is organized by the three elements of a complete neighborhood: Land Use and Built Form, Mobility, and Quality-of-Life Infrastructure. Blueprint Denver 2019 identifies the area around and including the proposed map amendment as an Urban Edge Context (pg. 139), Community Corridor (pg. 143) on a Commercial Arterial (pg. 157). Blueprint Denver 2019 supports the proposed map amendment.

## **Recommendations**

### Land Use and Built Form

Land Use and Built Form recommendations seek to: *"encourage growth and [...] to incentivize the preservation of historic character."* Blueprint Denver 2019, pg. 70

## Policies and Strategies:

### General

- Policy 1: *“Promote and anticipate planned growth in major centers and corridors and key residential areas connected by rail service and transit priority streets.”*
    - Strategy A: *“Use zoning and land use regulations to encourage higher-density, mixed-use development in transit-rich areas including:*
      - *Regional centers and community centers*
      - *Community corridors where transit priority streets are planned*
      - *High and medium-high residential areas in the downtown and urban center contexts.”*
- Blueprint Denver 2019, pg. 72
- Policy 3: *“Ensure the Denver Zoning Code continues to respond to the needs of the city, while remaining modern and flexible.”*
    - 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.”*
- Blueprint Denver 2019, pg. 73

### Housing

- Policy 2: *“Diversify housing options by exploring opportunities to integrate missing middle housing into low and low-medium residential areas.”*
    - Strategy A: *“Integrate missing middle housing into low and low-medium residential areas, especially those that score low in Housing Diversity...”*
- Blueprint Denver 2019, pg. 82
- Policy 8: *“Capture 80 percent of new housing growth in regional centers, community centers and corridors, high-intensity residential areas, greenfield residential areas, innovation flex districts and university campus districts.”*

The proposed map amendment will encourage higher-density, mixed-use development along the transit-rich Leetsdale corridor, providing increased access to mobility options for residents. It will continue to help transition all of Denver from the Former Chapter 59 zoning code into the current DZC, as well as limit the presence of PUDs across the city by eliminating the previous zoning. Further, the proposed rezoning will allow for a diversity of housing options in the area, which specifically scores low on Blueprint Denver 2019 Housing Diversity (pg. 43), and will continue to concentrate population densities near the high-capacity transit Leetsdale corridor which is designated as a Community Corridor.

### Mobility

Mobility recommendations in Blueprint Denver 2019 seek to: *“address how to balance the competing needs for space on streets, including safety, moving people and creating attractive, sustainable public spaces.”* pg. 106

## Policies and Strategies

- Policy 1: *“Encourage mode-shift — more trips by walking and rolling, biking and transit — through efficient land use and infrastructure improvements.”*
    - Strategy E: *“Promote mixed-use development in all centers and corridors.”*
- Blueprint Denver 2019, pg. 108

The proposed rezoning would encourage the development of pedestrian-friendly housing options, both enhancing neighborhood walkability and access to other modes of transportation connecting the Leetsdale corridor including public transit routes, street networks, and bike lanes.

#### Quality-of-Life Infrastructure

Blueprint Denver 2019 states, *“Quality-of-life infrastructure supports the need for individuals to connect with nature, community, history, access healthy food systems and enjoy a clean environment.”* Blueprint Denver 2019, pg. 116

#### Policies and Strategies:

- Policy 10: *“Work with public and private partners to improve access to shops, restaurants, entertainment, civic uses, services and a variety of daily needs for all Denver residents.”*
  - Strategy B: *“Develop incentives to promote human scaled, accessible and inclusive mixed-use centers and corridors.”*
  - Strategy C: *“Promote development that compatibly integrates and includes daily needs such as child care centers, grocery stores and community-serving retail.”*  
Blueprint Denver 2019, pg. 124

The proposed rezoning would further encourage the development of a complete neighborhood along the Leetsdale corridor by incentivizing the creation of walkable and inclusive mixed-use centers. Such rezoning would increase resident access to street and transit improvements, and equitable access to city resources, public spaces and quality-of-life amenities.

For these reasons the proposed rezoning is consistent with Blueprint Denver 2019.



*Uniformity of District Regulations and Restrictions*

The proposed rezoning will result in uniformity of district regulations and restrictions in accordance with Section 12.4.10.7(B) of the Zoning Code.

*Public Health, Safety and General Welfare*

The proposed official map amendment is an implementation of Denver Comprehensive Plan 2000 Blueprint Denver , Denver Plan 2040 and Blueprint Denver 2019 and therefore furthers the public health, safety and general welfare of the City.

## **ADDITIONAL REVIEW CRITERIA**

The proposed map amendment is consistent with both of the City's additional review criteria.

- 1. Justifying Circumstances**
- 2. Consistency with Applicable Neighborhood Context and with Stated Purpose and Intent of Proposed Zone District**

### *Description of Justifying Circumstances*

*The land or its surroundings has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area or to recognize the changed character of the area.*

The land and its surroundings have changed to such a degree that it is in the public interest to encourage a redevelopment of the area for the following reasons:

- As development has increased along the commercial corridor of Leetsdale Drive, the inflexibility of existing zoning has resulted in an underutilization of the site.
- The existing zoning is over 20-years old and from former Chapter 59. The City has a new/current zoning code that better aligns to City goals than the former Chapter 59 zone districts. Plans for this section of East Denver support the City's goals for commercial corridors like the one along Leetsdale. From a commercial, residential and mobility standpoint, transitioning into the E-CC-3 zone district is in the best interest of the health, safety and general welfare of the neighborhood and city residents.

*Consistency with Applicable Neighborhood Context and with Stated Purpose and Intent of Proposed Zone District*

*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.*

**a. Urban Edge Neighborhood Context**

The E-CC-3 Zone District is part of the Urban Edge Neighborhood Context. Section 4.1 of the Denver Zoning Code describes the Urban Edge Neighborhood context as follows.

**GENERAL CHARACTER**

*The Urban Edge Neighborhood Context is characterized by a mix of elements from both the Urban and Suburban Neighborhood Contexts. The Urban Edge Neighborhood Context is primarily single-unit and two-unit residential uses. Small-scale multi-unit residential uses and commercial areas are typically embedded in residential areas. Single-unit residential structures are typically the Urban House and Suburban House building forms. Multi-unit building forms are typically the Town House, Garden Court, or Apartment building forms embedded with other residential uses. Commercial buildings are typically the Shopfront and General building forms that typically contain a single type of use. Single and two-unit residential uses are primarily located along local and residential arterial streets. Multi-unit residential and commercial uses are located along local streets, arterials, and main streets.*

The site is intended to support a mix of elements from both the Urban and Suburban Neighborhood Contexts. The E-CC-3 Zone District will allow for multi-unit residential and commercial uses to be located along Leetsdale Drive, an arterial street.

**BUILDING PLACEMENT AND LOCATION**

*Single-, two-unit and multi-unit residential buildings typically have consistent moderate to deep front setbacks. Building orientation along a block face may be inconsistent or consistent. Commercial buildings typically have consistent orientation and front setbacks deep enough to allow for a mix of landscaping and some parking. (DZC Section 4.1.3)*

The proposed E-CC-3 Zone District allows for a range of setbacks and building orientations.

**BUILDING HEIGHT**

*The Urban Edge Neighborhood Context is characterized by low scale buildings except for some mid-rise commercial and mixed use structures, particularly at nodes or along arterial streets. (DZC Section 4.1.4)*

The proposed E-CC-3 Zone District will allow for mixed-use buildings of up to 3 stories.

**MOBILITY**

*There is reliance on the automobile with some pedestrian and bicycle activity and low to medium level of access to the multi-modal transportation system. (DZC Section 4.1.5)*

The proposed E-CC-3 Zone District will allow for reliance on the automobile with some pedestrian and bicycle activity and low to medium level of access to the multi-modal transportation system.

**b. Stated Purpose and Intent of Commercial Corridor Zones**

**DZC 4.2.3.1 - General Purpose**



*The Commercial Corridor zone districts are intended to balance the need for safe, active, and pedestrian-scaled, diverse areas with the need for convenient automobile access.*

The proposed E-CC-3 Zone District will balance the need for safe, active, pedestrian-scaled, diverse areas with the need for convenient automobile access.

*Commercial Corridor zone districts address development opportunities next to the city's most auto-dominated corridors.*

The proposed E-CC-3 Zone District will address development opportunities next to the city's most auto-dominated corridors.

*Commercial Corridor buildings generally have a deep build-to requirement to allow for some measure of parking between the building and the street. Predictable flexibility is provided for building and parking location for larger scale buildings.*

The proposed E-CC-3 Zone District has deep build-to requirements to allow for some measure of parking between the building and the street. Predictable flexibility is provided for building and parking location for larger scale buildings.

*The Commercial Corridor district standards are also intended to ensure new development contributes positively to established residential neighborhoods and character, and improves the transition between commercial development and adjacent residential neighborhoods.*

The proposed E-CC-3 Zone District will ensure new development contributes positively to established residential neighborhoods and character, and improves the transition between commercial development and adjacent residential neighborhoods.

***DZC 4.2.3.2 - Specific Intent***

*E-CC-3 applies primarily to auto-oriented arterial street corridors where a building scale of 1 to 3 stories is desired.*

The proposed E-CC-3 Zone District is consistent with this specific intent as the site is located an area served by an auto-oriented arterial street where a building scale of up to 3 stories is desired.

EXHIBIT B: LEGAL DESCRIPTIONS

**5231 LEETSDALE DRIVE**

**LEGAL DESCRIPTION**

THAT PART OF LOT 31 LYING NORTH OF COUNTY ROAD NO. 13 AND ALL OF LOTS 32 TO 44, INCLUSIVE, BLOCK 16, SOUTH CAPITOL HILL,

TOGETHER WITH THAT PART OF THE WEST ½ OF VACATED SOUTH GLENCOE STREET ADJOINING SAID LOTS ON THE EAST VESTED IN THE OWNERS OF THE ABOVE LOTS BY VIRTUE OF ORDINANCE NO. 434, SERIES OF 1979 OF THE CITY AND COUNTY OF DENVER, RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206,

AND TOGETHER WITH THE E ½ OF VACATED ALLEY ADJOINING SAID LOTS OF THE WEST VESTED IN THE OWNER OF THE ABOVE LOTS BY VIRTUE OF ORDINANCE NO. 359, SERIES 1983 OF THE CITY AND COUNTY OF DENVER, RECORDED JUNE 29, 1983 IN BOOK 2837 AT PAGE 370,

EXCEPT THAT PORTION AS CONVEYED TO THE CITY AND COUNTY OF DENVER BY INSTRUMENT, RECORDED SEPTEMBER 3, 1999 AT RECEPTION NUMBER 9900155726, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

**5301, 5303, 5305, 5307 LEETSDALE DRIVE**

**LEGAL DESCRIPTIONS**

PARCEL A:

LOTS 5 THROUGH 19, INCLUSIVE, BLOCK 15, SOUTH CAPITOL HILL, TOGETHER WITH THE WEST ONE HALF OF THE VACATED ALLEY VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 202, SERIES OF 1956, RECORDED JUNE 22, 1956 IN BOOK 7892 AT PAGE 73, AND TOGETHER WITH THE EAST ONE HALF OF VACATED SOUTH GLENCOE STREET VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 434, SERIES 1979, RECORDED OCTOBER 2, 1979 IN BOOK 2019 PAGE 206, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

THAT PART OF LOT 20, AND THE WEST ½ OF VACATED ALLEY ADJACENT, LYING NORTH OF COUNTY ROAD 13, BLOCK 15, SOUTH CAPITOL HILL, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

**5335 LEETSDALE DRIVE**

**LEGAL DESCRIPTION**

FRACTIONAL LOT LYING SOUTH OF AND ADJACENT TO LOT 29, AND ALL OF LOTS 29 THROUGH 44, INCLUSIVE, BLOCK 15, SOUTH CAPITOL HILL, TOGETHER WITH THE EAST HALF OF VACATED ALLEY ADJACENT TO SAID LOTS ON THE WEST AS VACATED BY ORDINANCE NO. 202, SERIES OF 1956, RECORDED JUNE 22, 1956 IN BOOK 7892 AT PAGE 73, AND TOGETHER WITH THE WEST OF HALF VACATED SOUTH GRAPE STREET ADJACENT TO SAID LOTS ON THE EAST AS VACATED BY ORDINANCE NO. 434, SERIES OF 1979, RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

**420 and 450 S. GRAPE STREET**

**LEGAL DESCRIPTION**

LOTS 5-15. INCLUSIVE, BLOCK 14. SOUTH CAPITOL HILL, TOGETHER WITH THE EAST HALF OF VACATED SOUTH GRAPE STREET IMMEDIATELY ADJACENT TO SAID LOTS AND WEST HALF OF THE VACATED ALLEY IMMEDIATELY ADJACENT TO SAID LOTS IN BLOCK 14, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

EXHIBIT C: PROOF OF OWNERSHIP

*Exhibit E provides a table showing the parcels included in this rezoning as well as the parcels which are included in PUD 627 but not part of the rezoning application. Assessor's records for all properties are included in this Exhibit C. In addition, in compliance with Title 59, Deeds of Trust, or release of Deeds of trust for the parcels follow the Assessor's records on the following pages (also noted in Exhibit E).*



## Denver Property Taxation and Assessment System

[New Search](#)

5231 LEETSDALE DR

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE ST LLC 1900 DALROCK RD ROWLETT, TX 75088-5526	0618111027000	SOUTH CAPITOL HILL B16 L32 TO 44 & E/2 VAC ALY ADJ & W/2 VAC GLENCOE ST ADJ EXC BEG NW LINE LEETSDALE DR & C-LINE GLENCOE ST THE NW 169.58FT N 17.99FT SE 169.58FT S 17.99FT TO POB	COMMERCIAL - RETAIL	DENV

[Summary](#)
[Property Map](#)
[Assessed Values](#)
[Assessment Protest](#)
[Taxes](#)
[Comparables](#)
[Neighborhood Sales](#)
[Chain of Title](#)

### Property Description

Style:	OTHER	Building Sqr. Foot:	12046
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	1999	Basement/Finish:	0/0
Lot Size:	49,590	Zoned As:	B-3
Mill Levy:	77.134	Document Type:	QC

Valuation zoning may be different from City's new zoning code.



## Denver Property Taxation and Assessment System

New Search

5301 LEETSDALE DR

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE STREET LLC 4466 FOREST ST DENVER , CO 80216-4506	0618112002000	PT OF L 20 & W 1/2 VAC ALY ADJ LYG N OF CO RD 13 BLK 15 S CAPITOL HILL		DENV

[Summary](#)
[Property Map](#)
[Assessed Values](#)
[Assessment Protest](#)
[Taxes](#)
[Comparables](#)
[Neighborhood Sales](#)
[Chain of Title](#)

### Property Description

<b>Style:</b>	OTHER	<b>Building Sqr. Foot:</b>	0
<b>Bedrooms:</b>		<b>Baths Full/Half:</b>	0/0
<b>Effective Year Built:</b>	0000	<b>Basement/Finish:</b>	0/0
<b>Lot Size:</b>	335	<b>Zoned As:</b>	PUD
<b>Mill Levy:</b>	77.134	<b>Document Type:</b>	SW

Valuation zoning may be different from City's new zoning code.



## Denver Property Taxation and Assessment System

New Search

5301 LEETSDALE DR UNIT -5307

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE STREET LLC 4466 FOREST ST DENVER , CO 80216-4506	0618112034000	L 5 TO 19 INC BLK 15 SOUTH CAPITOL HILL & E/2 VAC S GLENCOE ST ADJ & W/2 VAC ALLEYADJ	COMMERCIAL - RETAIL	DENV

[Summary](#)
[Property Map](#)
[Assessed Values](#)
[Assessment Protest](#)
[Taxes](#)
[Comparables](#)
[Neighborhood Sales](#)
[Chain of Title](#)

### Property Description

Style:	OTHER	Building Sqr. Foot:	5578
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	1946	Basement/Finish:	0/0
Lot Size:	59,039	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	SW

Valuation zoning may be different from City's new zoning code.





## Denver Property Taxation and Assessment System

[New Search](#)

400 S GRAPE ST (Per City Surveyor: 420, 450 S. Grape St.

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE STREET LLC 4466 FOREST ST DENVER , CO 80216-4506	0618113033000	L 8 TO 15 INC & E/2 VAC GRAPE ST ADJ BLK 14 SOUTH CAPITOL HILL & W/2 VAC ALY ADJ	VACANT LAND	DENV

[Summary](#)
[Property Map](#)
[Assessed Values](#)
[Assessment Protest](#)
[Taxes](#)
[Comparables](#)
[Neighborhood Sales](#)
[Chain of Title](#)

### Property Description

Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	33,000	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	BG

Valuation zoning may be different from City's new zoning code.



Neighborhood

Business

Visiting

Government

Online Services

A to Z

Search



## Denver Property Taxation and Assessment System

[New Search](#)

400 S GRAPE ST (Per City Surveyor 420 and 450 S. Grape St.)

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE STREET LLC 4466 FOREST ST DENVER, CO 80216-4506	0618113032000	L 5 TO 7 INC BLK 14 SOUTH CAPITOL HILL & E/2 VAC GRAPE ST ADJ & W/2 VAC ALY ADJ	VACANT LAND	DENV

[Summary](#)

[Property Map](#)

[Assessed Values](#)

[Assessment Protest](#)

[Taxes](#)

[Comparables](#)

[Neighborhood Sales](#)

[Chain of Title](#)

### Property Description

Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	12,376	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	BG

Valuation zoning may be different from City's new zoning code.



## Denver Property Taxation and Assessment System

New Search

485 S GRAPE ST (Per City Surveyor 5335 Leetsdale Drive)

Owner	Schedule Number	Legal Description	Property Type	Tax District
226 MONROE STREET LLC 4466 FOREST ST DENVER, CO 80216-4506	0618112026000	FRACTL LOT LYG S OF & ADJ L 29& ALL L 29 TO 44 INC & E/2 VACALY ADJ & W/2 VAC GRAPE ST ADJBLK 15 SOUTH CAPITOL HILL	VACANT LAND	DENV

Summary Property Map Assessed Values Assessment Protest Taxes Comparables Neighborhood Sales Chain of Title

### Property Description

Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	65,557	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	BG

Valuation zoning may be different from City's new zoning code.

06/27/2017 01:51 PM  
City & County of Denver  
Electronically Recorded

R \$48.00

D \$0.00

DOT

## RECORDATION REQUESTED BY:

Collegiate Peaks Bank  
River North  
3350 Brighton Blvd Unit 135  
Denver, CO 80216

## WHEN RECORDED MAIL TO:

Collegiate Peaks Bank  
River North  
3350 Brighton Blvd Unit 135  
Denver, CO 80216

FOR RECORDER'S USE ONLY



\*000000000570241001034006272017\*

## DEED OF TRUST

**MAXIMUM PRINCIPAL AMOUNT SECURED.** The Lien of this Deed of Trust shall not exceed at any one time \$3,250,000.00 except as allowed under applicable Colorado law.

**THIS DEED OF TRUST** is dated June 27, 2017, among 226 Monroe Street LLC, a Colorado limited liability company ("Grantor"); Collegiate Peaks Bank, whose address is River North, 3350 Brighton Blvd Unit 135, Denver, CO 80216 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of the City and County of Denver, Colorado (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Denver County, State of Colorado:

## PARCEL A:

THAT PART OF LOT 31 LYING NORTH OF COUNTY ROAD NO. 13, AND ALL OF LOTS 32 TO 44, INCLUSIVE, BLOCK 16, SOUTH CAPITOL HILL, TOGETHER WITH THAT PART OF THE WEST HALF OF VACATED SOUTH GLENCOE STREET ADJOINING SAID LOTS ON THE EAST VESTED IN THE OWNER OF THE ABOVE LOTS BY VIRTUE OF ORDINANCE NO. 434, SERIES OF 1979, OF THE CITY AND COUNTY OF DENVER RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206, AND TOGETHER WITH THE EAST HALF OF VACATED ALLEY ADJOINING SAID LOTS ON THE WEST VESTED IN THE OWNER OF THE ABOVE LOTS BY VIRTUE OF ORDINANCE NO. 359, SERIES OF 1983, OF THE CITY AND COUNTY OF DENVER RECORDED JUNE 29, 1983 IN BOOK 2837 AT PAGE 370,

EXCEPT FOR THAT PORTION CONVEYED TO THE CITY AND COUNTY OF DENVER BY INSTRUMENT RECORDED SEPTEMBER 3, 1999 UNDER RECEPTION NO. 9900155726, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

## PARCEL B:

LOTS 5 THROUGH 19, INCLUSIVE, BLOCK 15, SOUTH CAPITOL HILL, TOGETHER WITH THE WEST ONE HALF OF THE VACATED ALLEY VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 202, SERIES OF 1956, RECORDED JUNE 22, 1956 IN BOOK 7892 AT PAGE 73, AND TOGETHER WITH THE EAST ONE HALF OF VACATED SOUTH GLENCOE STREET VESTED IN THE OWNER OF SAID LOTS BY VIRTUE OF ORDINANCE NO. 434, SERIES OF 1979, RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

## PARCEL C:

THAT PART OF LOT 20, AND THE WEST 1/2 OF VACATED ALLEY ADJACENT, BY VIRTUE OF ORDINANCE NO. 202, SERIES OF 1956, RECORDED JUNE 22, 1956 IN BOOK 7892 AT PAGE 73, LYING NORTH OF COUNTY ROAD 13, BLOCK 15, SOUTH CAPITAL HILL, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

## PARCEL D:

FRACTIONAL LOT LYING SOUTH OF AND ADJACENT TO LOT 29, AND ALL OF LOTS 29 THROUGH 44, INCLUSIVE, BLOCK 15, SOUTH CAPITOL HILL, TOGETHER WITH THE EAST 1/2 OF VACATED ALLEY ADJACENT TO SAID LOTS ON THE WEST AS SHOWN IN ORDINANCE NO. 202, SERIES OF 1956 AND TOGETHER WITH THE WEST 1/2 OF VACATED SOUTH GRAPE STREET ADJACENT TO SAID LOTS ON THE EAST BY VIRTUE OF ORDINANCE NO. 434, SERIES OF 1979, RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206, CITY AND COUNTY OF DENVER, STATE OF COLORADO.



70545381

## Map Amendment: 5231, 5301-5307, 5335 LEETSDALE DR &amp; 420, 450 S. GRAPE ST: Addendum &amp; Exhibits

**DEED OF TRUST  
(Continued)**

Loan No: 570241001

Page 2

**PARCEL E:**

LOTS 5 THRU 15, BLOCK 14, SOUTH CAPITOL HILL, CITY AND COUNTY OF DENVER, STATE OF COLORADO, TOGETHER WITH THE EAST 1/2 OF VACATED SOUTH GRAPE STREET ADJACENT TO SAID LOTS AS SHOWN IN ORDINANCE NO. 434, SERIES OF 1979, AND TOGETHER WITH THE WEST 1/2 OF VACATED ALLEY ADJACENT TO SAID LOTS BY VIRTUE OF ORDINANCE NO. 571, SERIES OF 1980, RECORDED NOVEMBER 10, 1980 IN BOOK 2267 AT PAGE 42, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

The Real Property or its address is commonly known as 5231 and 5301-5307 Leetsdale Drive and 400 and 485 South Grape Street, Denver, CO 80246.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to



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protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1000. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report,

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or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT: FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES: ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the Indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.



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**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not effect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

**Foreclosure.** Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Sale of the Property.** In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of

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the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

**Attorneys' Fees; Expenses.** If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Map Amendment: 5231, 5301-5307, 5335 LEETSDALE DR & 420, 450 S. GRAPE ST: Addendum & Exhibits

Loan No: 570241001

**DEED OF TRUST  
(Continued)**

Page 7

**Beneficiary.** The word "Beneficiary" means Collegiate Peaks Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means 226 Monroe Street LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means 226 Monroe Street LLC, a Colorado limited liability company.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Collegiate Peaks Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated June 27, 2017, in the original principal amount of **\$3,250,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 27, 2023.  
**NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means the Public Trustee of the City and County of Denver, Colorado.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

**226 MONROE STREET LLC, A COLORADO LIMITED LIABILITY COMPANY**

By:



Paula Arnold, Manager of 226 Monroe Street LLC, a Colorado limited liability company

Map Amendment: 5231, 5301-5307, 5335 LEETSDALE DR & 420, 450 S. GRAPE ST: Addendum & Exhibits

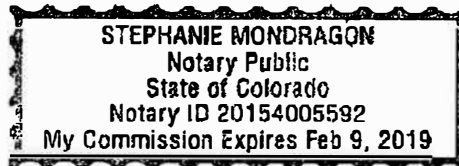
Loan No: 570241001

DEED OF TRUST  
(Continued)

Page 8

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado )  
 ) SS  
COUNTY OF Denver )



On this 27th day of June, 2017, before me, the undersigned Notary Public, personally appeared Paula Arnold, Manager of 226 Monroe Street LLC, a Colorado limited liability company, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By [Signature] Residing at Ava Daniel City  
Notary Public in and for the State of Colorado My commission expires 2/9/19

5401 LEETSDALE DR

5401 LEETSDALE DR

Map Amendment: 5231, 5301-5307, 5335 LEETSDALE DR & 420, 450 S. GRAPE ST: Addendum & Exhibits

City and County of Denver [US]
https://www.denvergov.org/property/realproperty/summary/161869617/

DENVER
THE MILE HIGH CITY

Neighborhood
Business
Visiting
Government
Online Services
A to Z

Search

Denver Property Taxation and Assessment System

New Search

5401 LEETSDALE DR (Active address: 5409 LEETSDALE)

Owner	Schedule Number	Legal Description	Property Type	Tax District
PRIDDY'S AUCTION GALLERIES INC 1293 S ALTON CT DENVER, CO 80247-2323	06181-13-035-000	SOUTH CAPITOL HILL B14 DIF BOOK 2191-550		DENV

Summary
Property Map
Assessed Values
Assessment Protest
Taxes
Comparables
Neighborhood Sales
Chain of Title

Print Summary

Property Description

Style:	OTHER	Building Sqr. Foot:	0
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	0000	Basement/Finish:	0/0
Lot Size:	2,286	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	QC

Valuation zoning may be different from City's new zoning code.



## Denver Property Taxation and Assessment System

[New Search](#)

5411 LEETSDALE DR

Owner	Schedule Number	Legal Description	Property Type	Tax District
PRIDDY'S AUCTION GALLERIES INC 1293 S ALTON CT DENVER, CO 80247-2323	06181-13-034-000	SOUTH CAPITOL HILL B14 L16 TO 22 DIF BOOK 0543-649	COMMERCIAL - RESTAURANT	DENV

[Summary](#)
[Property Map](#)
[Assessed Values](#)
[Assessment Protest](#)
[Taxes](#)
[Comparables](#)
[Neighborhood Sales](#)
[Chain of Title](#)

[Print Summary](#)

### Property Description

Style:	OTHER	Building Sqr. Foot:	6075
Bedrooms:		Baths Full/Half:	0/0
Effective Year Built:	1978	Basement/Finish:	0/0
Lot Size:	23,594	Zoned As:	PUD
Mill Levy:	77.134	Document Type:	QC

Valuation zoning may be different from City's new zoning code.

January 18, 2019 fees waived per DZC 12.3.3.4

GUARANTY BANK AND TRUST COMPANY  
P O BOX 5847  
DENVER, CO 80217-5847  
PRIDDY AUCTION 5688025002\_RTH



**REQUEST FOR FULL ☒ PARTIAL ☐ RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO 38-39-102(1)(a) AND (3.5), COLORADO REVISED STATUTES**

DATE: March 7, 2008

ORIGINAL GRANTOR (BORROWER): PRIDDY AUCTION GALLERIES INC

ORIGINAL BENEFICIEARY (LENDER): Guaranty Bank & Trust Co.

DATE OF DEED OF TRUST: 06/15/2004

DATE OF RECORDING AND/OR

RE-RECORDING OF DEED OF TRUST: 06/17/2004

RECORDING INFORMATION: RECEPTION NO. AND/OR FILM NO.: 2004128619

County Reception No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

**TO THE PUBLIC TRUSTEE OF DENVER COUNTY**

**PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE.** The indebtedness secured by the deed of trust has been full or partially paid and/or the purpose of the deed of trust has been fully or partially satisfied in regard to the property encumbered by the deed of trust as described therein as a full release or, in the event of a partial release, only that portion of the real property described as:

**(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE).**

Pursuant to 38-39-102 (3.5) Colorado Revised Statutes, in support of this Request for Release of Deed of Trust, the undersigned, as owner of the evidence of debt secured by the Deed of Trust described above, in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

1. The purpose of the Deed of Trust has been fully or partially satisfied.
2. The original evidence of debt is not being exhibited or produced herewith.
3. The owner of the evidence of debt agrees that it is obligated to indemnify the Public Trustee pursuant to 38-39-102(3.5)(a), Colorado Revised Statutes, for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this Request for Release.
4. It is one of the entities described in 38-39-102(3.5) (b), Colorado Revised Statutes

GUARANTY BANK AND TRUST COMPANY, P O BOX 5847, DENVER, CO 80217-5847

Name and Address of Current Owner and Holder of the Indebtedness Secured by Deed of Trust (Lender)

CONNY LOFTUS, SVP - LOAN OPERATIONS

Name and Title of Officer, Agent, or Attorney of Current Owner and Holder

Conny Loftus  
SIGNATURE

**STATE OF COLORADO, COUNTY OF DENVER**

The foregoing Request for Release was acknowledged before me on March 7, 2008

by\* CONNY LOFTUS, SVP - LOAN OPERATIONS

Date Commission Expires November 7, 2010

\*If applicable, insert title of officer and name of current owner and holder

Roseann T. Horn  
NOTARY PUBLIC



WITNESS MY HAND AND OFFICAL SEAL

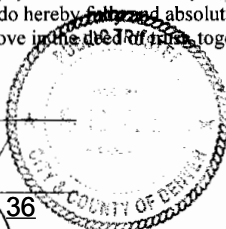
**RELEASE OF DEED OF TRUST**

**WHEREAS**, Grantor(s) named above, by Deed of Trust, granted certain real property described in said Deed of Trust to the public trustee of the county referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

**WHEREAS**, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the deed of trust has been fully or partially satisfied according to the written request of the current owner and holder of the indebtedness;

**NOW THEREFORE**, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as Public Trustee in the County named above, do hereby ~~fully and absolutely~~ release cancel and forever discharge the deed of trust or that portion of the real property described above in the deed of trust, together with all privileges and appurtenances thereto belonging

Stephanie O'Malley  
PUBLIC TRUSTEE  
Conny Loftus  
DEPUTY PUBLIC TRUSTEE



STATE OF COLORADO, City and Cnty. of Denver  
The foregoing instrument was acknowledged  
Before me on MARCH 17, 2008 by ABOVE  
SIGNED DEPUTY as the Deputy Public Trustee of  
the City and Cnty. of Denver, State of Colorado. 4/10





A to Z

Online Services

Government

Visiting

Business

Neighborhood



## Denver Property Taxation and Assessment System

Search



New Search

5401 LEETSDALE DR

Owner	Schedule Number	Legal Description	Property Type	Tax District
CITY & COUNTY OF DENVER 201 W COLFAX AVE 401 DENVER, CO 80202-5330	06181-13-030-000	E/2 VAC S GRAPE ST ADJ THAT PTBLK 14 SOUTH CAPITOL HILL BEG INTERS NELY LI LEETSDALE & E LI SD VAC ST NLY 20.55FT AIR 103DEG 19MIN 40SEC 128 37FT TO		DENV

Summary    Property Map    Assessed Values    Assessment Protest    Taxes    Comparables    Neighborhood Sales    Chain of Title

Print Summary

## Property Description

<b>Style:</b>	OTHER	<b>Building Sqr. Foot:</b>	0
<b>Bedrooms:</b>		<b>Baths Full/Half:</b>	0/0
<b>Effective Year Built:</b>	0000	<b>Basement/Finish:</b>	0/0
<b>Lot Size:</b>	542	<b>Zoned As:</b>	PUD
<b>Mill Levy:</b>	77.365	<b>Document Type:</b>	

Valuation zoning may be different from City's new zoning code.


**DENVER**  
THE MILE HIGH CITY

[Neighborhood](#)
[Business](#)
[Visiting](#)
[Government](#)
[Online Services](#)
[A to Z](#)

**Denver Property Taxation and Assessment System**

[New Search](#)

5401 LEETSDALE DR

Owner	Schedule Number	Legal Description	Property Type	Tax District
CITY & COUNTY OF DENVER 201 W COLFAX AVE 401 DENVER, CO 80202-5330	06181-13-036-000	PT BLK 14 SO CAPITOL HILL BEG INTERS NELY LI LEETSDALE DR & E LI VAC S GRAPE TH NLY 20.55 FT TH W 103 DEG 19 MIN 40 SEC 128 37 FT TO W LI ALY TH SLY		DEN

[Summary](#)
[Property Map](#)
[Assessed Values](#)
[Assessment Protest](#)
[Taxes](#)
[Comparables](#)
[Neighborhood Sales](#)
[Chain of Title](#)

## Print Summary

Property Description			
<b>Style:</b>	OTHER	<b>Building Sqr. Foot:</b>	0
<b>Bedrooms:</b>		<b>Baths Full/Half:</b>	0/0
<b>Effective Year Built:</b>	0000	<b>Basement/Finish:</b>	0/0
<b>Lot Size:</b>	453	<b>Zoned As:</b>	PUD
<b>Mill Levy:</b>	77.365	<b>Document Type:</b>	
Valuation zoning may be different from City's new zoning code.			

EXHIBIT D: AUTHORIZATION DOCUMENTS

*See authorization documents on the following pages.*

**STATEMENT OF AUTHORITY**  
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity<sup>1</sup> named  
**226 MONROE ST, LLC, A COLORADO LIMITED LIABILITY COMPANY**
2. The type of entity is a:

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Registered Limited Liability Partnership
<input type="checkbox"/>	Nonprofit Corporation	<input type="checkbox"/>	Registered Limited Liability Limited Partnership
<input checked="" type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Limited Partnership Association
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Government or Governmental Subdivision or Agency
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
3. The entity is formed under the laws of **COLORADO**
4. The mailing address for the entity is 4466 Forest St Denver, Colorado 80216
5. The **X** name **X** position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **PAULA ARNOLD AS MANAGER OF 226 MONROE ST, LLC, A COLORADO LIMITED LIABILITY COMPANY**
6. The authority of the foregoing person(s) to bind the entity: **X** is<sup>2</sup> not limited \_\_\_\_ is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.<sup>3</sup>
9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

*(Signature and Notary Acknowledgment on Second Page)*

<sup>1</sup> This form should not be used unless the entity is capable of holding title to real property.

<sup>2</sup> The absence of any limitation shall be prima facie evidence that no such limitation exists.

<sup>3</sup> The statement of authority must be recorded to obtain the benefits of the statute.

Executed this 17<sup>th</sup> day of July, 2017

226 MONROE ST, LLC, A COLORADO LIMITED LIABILITY  
COMPANY, AS TO PARCEL A, B & C

Paula Arnold  
PAULA ARNOLD, MANAGER



State of Colorado )  
County of Denver )ss.  
)

The foregoing final affidavit and agreement was subscribed and affirmed before me on this day of 7-17-2017 by PAULA ARNOLD AS MANAGER OF 226 MONROE ST, LLC, A COLORADO LIMITED LIABILITY COMPANY

Suzanne Mutchler  
Notary Public  
My commission expires 9-26-2018

---

## 226 MONROE STREET LLC

---

4466 Forest St. Denver, CO 80216

January 23, 2018

City & County of Denver  
Community Planning and Development  
Rezoning/Map Amendments  
201 W. Colfax Ave., Dept. 201  
Denver, CO 80202

To Whom It May Concern:

This letter is to serve as authorization for Liz Adams and Peter Wall of CRL Associates, Inc. to act on behalf of 226 Monroe Street LLC and submit the Zone Map Amendment for the properties located at:

5231, 5301-5307, 5335 LEETSDALE DR 420,450 S. GRAPE ST

Sincerely,



Paula Arnold  
Manager



STATEMENT OF AUTHORITY

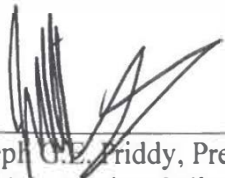
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named: **Priddy's Auction Galleries, Inc.**
2. The type of entity is a **corporation**.
3. The entity is formed under the law of **Colorado**.
4. The mailing address for the entity is: **1293 S. Alton Ct. Denver, CO 80247**.
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Joseph G.E. Priddy  
President  
Priddy's Auction Galleries, Inc.

6. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Colorado Revised Statute Section 38-30-172(2).

Executed this 31 day of Aug., 2018.

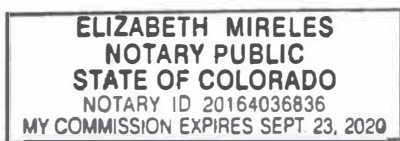
  
\_\_\_\_\_  
Joseph G.E. Priddy, President  
Priddy's Auction Galleries, Inc.

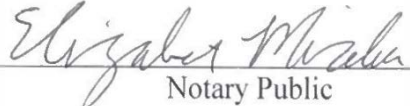
STATE OF Colorado )  
 ) ss.  
COUNTY OF El Paso )

The foregoing instrument was acknowledged before me this 31st day of August, 2018 by Joseph G. E. Priddy.

Witness my hand and official seal.

My Commission Expires: Sept 23, 2020.



  
\_\_\_\_\_  
Notary Public



**PRIDDY'S AUCTION GALLERIES, INC.**

1293 s. Alton Court  
Denver, Colorado 80247

July 7, 2018

City & County of Denver  
Community Planning and Development  
Rezoning/Map Amendments  
201 W. Colfax Ave., Dept. 201  
Denver, CO 80202

To Whom It May Concern:

This letter is to serve as authorization for Liz Adams and Peter Wall of CRL Associates, Inc. to act on behalf of Priddy's Auction Galleries, Inc. and submit the Zone Map Amendment for the property located at:

5409 and 5411 Leetsdale Dr.

Sincerely,

Priddy's Auction Galleries, Inc.

  
Joseph Priddy, President

January 15, 2019

Jeff Hirt  
Senior City Planner  
Community Planning and Development  
City and County of Denver  
Via Email

Mr. Hirt:

I am writing to you as the President for Priddy Auction Galleries, Inc., owner of the property located at 5409 Leetsdale Drive and 5411 Leetsdale Driver currently zoned as PUD 627 under Title 59 of the Denver Zoning Code. Priddy Auction Galleries, Inc. is aware the owner of the additional property zoned PUD 627, including 5231 Leetsdale Drive, 5301-5307 Leetsdale Drive, 420 S. Grape Street and 450 S. Grape Street, would like to submit an application to rezone those parcels to E-CC-3 under the Denver Zoning Code. As the authorized agent of Priddy Auction Galleries, Inc., ownership acknowledges and supports the rezoning application moving forward without the inclusion of our property.

Sincerely,



Joe Priddy  
President  
Priddy Auction Galleries, Inc.

*Michael B. Hancock*  
Mayor



*City and County of Denver*

OFFICE OF THE MAYOR  
CITY AND COUNTY BUILDING  
DENVER, CO 80202-5390  
TELEPHONE: (720) 865-9090 • FAX: (720) 865-8787  
TTY/TTD: (720) 865-9010

April 9, 2019

RE: Property Owner Consent for Rezoning of 5231, 5301-5307, 5335 Leetsdale Drive and 420, 450 S. Grape Street from PUD 627, B-3 Waivers, Map Amendment #2017i-00068

To Whom It May Concern:

The City and County of Denver is the owner of property at 5401 and 5413 Leetsdale Drive, also identified as Assessor Parcel Numbers 06181-13-030-000 and 06181-13-036-000. The parcels are currently zoned PUD 627. The City and County of Denver hereby authorizes Jill Jennings Golich, Interim Executive Director of the Department of Community Planning and Development, to act on its behalf for the Zone Map Amendment associated with these properties.

Respectfully,

A handwritten signature in black ink, appearing to read "M. Hancock", with a long horizontal line extending to the right.

Michael B. Hancock  
Mayor

EXHIBIT E: ASSESSOR'S PARCEL NUMBERS

Given the number of parcels involved in this map amendment, the table on the following page shows the Assessor's schedule numbers, active address, assessor's address and owner of each property. To comply with Title 59 regarding PUD amendments, applicant has also included information on Deeds of Trust.

Map Amendment: 5231, 5301-5307, 5335 LEETSDALE DR & 420, 450 S. GRAPE ST: Addendum & Exhibits

EXHIBIT E - ASSESSOR'S PARCEL NUMBERS

Property within proposed rezoning boundary

Schedule Number	Active Address	Assessor Address	City	State	Zip	Owner Name	Owner Address	DEED OF TRUST
06181-13-032-000	420 S Grape Street	400 S Grape Street	Denver	CO	80246	226 Monroe Street LLC	4466 Forest St. Denver, CO 80216	Collegiate Peaks Bank
06181-13-033-000	450 S Grape Street	400 S Grape Street	Denver	CO	80246	226 Monroe Street LLC	4467 Forest St. Denver, CO 80216	Collegiate Peaks Bank
06181-12-026-000	5335 Leetsdale Drive	485 S Grape Street	Denver	CO	80246	226 Monroe Street LLC	4468 Forest St. Denver, CO 80216	Collegiate Peaks Bank
06181-11-027-000	5231 Leetsdale Drive	5231 Leetsdale Drive	Denver	CO	80246	226 Monroe Street LLC	4469 Forest St. Denver, CO 80216	Collegiate Peaks Bank
06181-12-002-000	5301 Leetsdale Drive	5301 Leetsdale Drive	Denver	CO	80246	226 Monroe Street LLC	4470 Forest St. Denver, CO 80216	Collegiate Peaks Bank
06181-12-034-000	5301, 5303, 5305, 5307 Leetsdale Drive	5301 Leetsdale Drive -5307	Denver	CO	80246	226 Monroe Street LLC	4471 Forest St. Denver, CO 80216	Collegiate Peaks Bank

Other Property within PUD 627 not proposed to be rezoned

Schedule Number	Active Address	Assessor Address	City	State	Zip	Owner Name	Owner Address	DEED OF TRUST
06181-13-034-000	5411 Leetsdale Drive	5411 Leetsdale Drive	Denver	CO	80246	Priddy's Auction Galleries Inc.	1293 S Alton Ct, Denver, CO 80247	Deed of Trust released
06181-13-035-000	5409 Leetsdale Drive	5401 Leetsdale Drive	Denver	CO	80246	Priddy's Auction Galleries Inc.	1293 S Alton Ct, Denver, CO 80247	Deed of Trust released
06181-13-030-000	5401 Leetsdale Drive	5401 Leetsdale Drive	Denver	CO	80246	City and County of Denver	201 W. Colfax Avenue, Denver, CO 80202	
06181-13-036-000	5413 Leetsdale Drive	5401 Leetsdale Drive	Denver	CO	80246	City and County of Denver	202 W. Colfax Avenue, Denver, CO 80202	

EXHIBIT F: MAP OF PROPERTY

The map on the following page shows all the parcels zoned B3 Waivers and Conditions and PUD 627. Also shown is the parcel in PUD 627 that will not be included in the rezoning to E-CC-3.







EXHIBIT G: COMMUNITY OUTREACH

<b>DATE</b>	<b>MEETING/ACTIVITY</b>
<b>1/31/2018</b>	Applicant meeting with PRSHNA and Dakota Hills leadership.
<b>2/8/2018</b>	Applicant's lobbyist meeting with PRSHNA lobbyist.
<b>3/1/2018</b>	Applicant's lobbyist, PRSHNA lobbyist and Dakota Hills lobbyist meeting to discuss process moving forward.
<b>4/10/2018</b>	PRSHNA, Dakota Hills and Applicant meet to begin negotiations for neighborhood agreement.
<b>6/3/2018</b>	PRSHNA, Dakota Hills and Applicant continue negotiations for neighborhood agreement.
<b>8/7/2018</b>	PRSHNA, Dakota Hills and Applicant continue negotiations for neighborhood agreement.
<b>11/15/2018</b>	Applicant meeting with Hillel Academy to discuss rezoning.
<b>1/29/2019</b>	Applicant's lobbyist responded to questions from local business property owner.
<b>2/12/2019</b>	Applicant lobbyist meeting with PRSHNA lobbyist to discuss process moving forward
<b>2/26/2019</b>	Applicant provided memo to PRSHNA lobbyist outlining terms agreed to during negotiation sessions with request for written response.
<b>3/20/2019</b>	Applicant provided memo to PRSHNA lobbyist clarifying issues in memo dated 2/26/2019.