

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>*If More Than One Property Owner: All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p>	
<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</p> <p>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. 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</p> <p>DZC Sec. 12.4.10.8</p>	<p>Justifying Circumstances - One of the following circumstances exists:</p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error.</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact.</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints on development created by the natural characteristics of the land, including, but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage.</p> <p><input type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="margin-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or</p> <p style="margin-left: 20px;">b. A City adopted plan; or</p> <p style="margin-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (Overlay Zone Districts), of this Code. 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. 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, as identified above

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:

REZONING GUIDE

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)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
Silver Feather, LLC	14815 Silver Feather Circle Broomfield, CO 80211 303-427-2249	36.4%			C	Yes
MB RE Enterprises, LLC	4150 N. Jason St. Denver, CO 80211 303-296-0264 john@mb-labs.com	36.4%	<i>John Munger</i>	11/05/2019	C	Yes
Veronica L. Portillo	8635 County Road 102 Elbert, CO 80106-9202	27.2%	<i>Veronica Portillo</i>	2-10-2020	C	Yes

REZONING GUIDE

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)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
Silver Feather, LLC	5359 Silver Feather Circle Broomfield, CO 80211 303-427-2249	36.4%			C	Yes
MB RE Enterprises, LLC	4150 N. Jason St. Denver, CO 80211 303-296-0264 john@mb-labs.com	36.4%			C	Yes

4120, 4124, 4128, 4130, 4136, 4140, 4150, 4158 N Jason Street
Rezoning Application
Legal Description

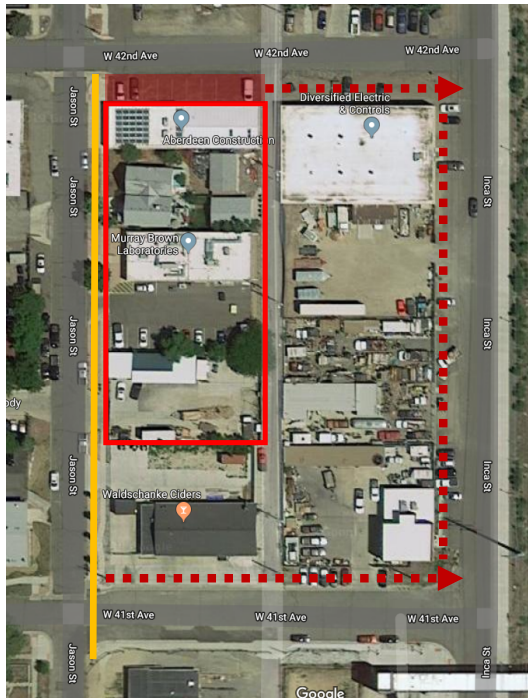
Lots 1 through 11, Block 19, Viaduct Addition, City and County of Denver, State of Colorado

November 20, 2019

Community Planning and Development (CPD)
City and County of Denver
201 W. Colfax Ave., 2nd Floor
Denver, CO 80202

RE: Rezoning Application, 4120, 4124, 4128, 4130, 4136, 4140, 4150, 4158 N. Jason St.

Dear Community Planning and Development,



This is an application for a map amendment/rezoning of the properties located at 4120, 4124, 4128, 4130, 4136, 4140, 4150, 4158 N. Jason St. in the City and County of Denver. We are requesting to rezone the property from the current industrial zoning of I-A, UO-2 to C-RX-8 under the Denver Zoning Code to develop a mixed-use community one block from the 41st and Fox station transit bridge in the Sunnyside neighborhood. We are not requesting to maintain the UO-2 Billboard Use Overlay District.

Our vision for the community is to:

- Leverage our immediate proximity to transit.
- Enhance safety in the area by activating the site, especially along Jason and 42nd Street (developer does not control 41st and Jason St. corner).
- Provide neighborhood-serving retail at the southern corner of our site easily accessible by residents headed to and from the transit station.
- Embrace the neighborhood character through thoughtful, contextual design and materials.
- Create a public place with easy access to transit information.
- Incorporate best practices related to Transportation Demand Management to reduce vehicular trips to the site.
- Design a community attractive to residents less likely to own cars.
- Incorporate affordable housing within the market-rate development.

Our development team has met with a number of the neighborhood stakeholders, including the Community Planning and Development Committee of Sunnyside United Neighbors Inc., as well as Councilwoman Amanda Sandoval, District 1 and Councilwoman Deborah Ortega, At-Large. We presented initial plans for the redevelopment of the site, which have generally been well-received thus far. We anticipate continuing engagement with the neighborhood during the application process as well as during design and construction.

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Review Criteria

1. Consistency with Adopted Plans

Three adopted plans guide the use and development of this property:

1. Denver Comprehensive Plan 2040 (2019)
2. Denveright – Blueprint Denver (2019)
3. 41st and Fox Station Area Plan (2009)
- 4) Sunnyside Neighborhood Plan (1992)

Denver Comprehensive Plan 2040 (2019)

This application is consistent and advances the following objectives and recommendations outlined in *Denver Comprehensive Plan 2040*:



“Equitable, Affordable and Inclusive Goal 1 Strategy A - Increase development of housing units close to transit and mixed-use developments.” (p28) - Located 1/2 block from the pedestrian bridge to the Fox Street Station, the site provides the opportunity to provide new housing units in the immediate proximity of the transit station.

“Equitable, Affordable and Inclusive Goal 2 Strategy A - Create a greater mix of housing options in every neighborhood for all individuals and families.” (p28) - The proposed

mixed-use zoning will allow for the inclusion of new transit-oriented residential units. The plan is for a market rate residential community with ground-floor retail. The development plan anticipates building a limited number of affordable units as part of the project.

“Equitable, Affordable and Inclusive Goal 3, Strategy B – Use land use regulations to enable and encourage the private development of affordable, missing middle and mixed-income housing, especially where close to transit.” (p29) - The development located close to transit anticipates the construction of both affordable units as well as market rate, attainable units within the development. A market study will be conducted to ensure the unit mix is meeting the needs of the community and market.

(MORE)



“Strong and Authentic Neighborhoods Goal 1, Strategy A - Build a network of well connected, vibrant, mixed-use centers and corridors.” (p34) - Located next to the Zia development, an affordable and market-rate community, the proposed community will build on the assets and aesthetics found at Zia. The development plan is incorporating streetscape and design to encourage the flow of residents from the Sunnyside Neighborhood as well as future residents in other higher density development near the site to/from the transit station.

“Strong and Authentic Neighborhoods Goal 1, Strategy B – Ensure neighborhoods offer a mix of housing types and services for a diverse population.” (p34) - The development located close to transit anticipates the construction of both affordable units as well as market rate, attainable units within the development. A market study will be conducted to ensure the unit mix is meeting the needs of the community and market.

Economically Diverse and Vibrant Goal 3, Strategy A – Promote small, locally-owned businesses and restaurants that reflect the unique character of Denver.” (p46) - While zoning alone cannot achieve this goal, the proposed project will allow for the inclusion of limited neighborhood-serving ground floor retail. The development team is actively pursuing local retail concepts for the ground floor services.

“Environmentally Resilient Goal 8, Strategy A - Promote infill development where infrastructure and services are already in place.” (p54) - The site is located in an infill area where infrastructure and services exist. The team recognizes the unique issues facing the Sunnyside neighborhood related to transportation infrastructure. The development plan includes Transportation Demand Management strategies to minimize vehicular traffic and encourage bike and pedestrian oriented residents and amenities.

“Environmentally Resilient Goal 8, Strategy B – Encourage mixed-use communities where residents can live, work and play in their own neighborhoods.” (p54) - The new community will activate the predominately industrial site allowing for the development of a community where residents can live, work and play in the Sunnyside neighborhood. The development plan is anticipating ground floor live-work units. Live-work units are permitted (with limitations) in the C-RX-8 zone district.

“Environmentally Resilient Goal 8, Strategy C – Focus growth by transit stations and along high- and medium-capacity transit corridors.” (p54) - The 41st and Fox Station is the first stop from Union Station on the G Line and the B Line. The site meets plan guidance for increased density due to its immediate proximity to the transit lines.

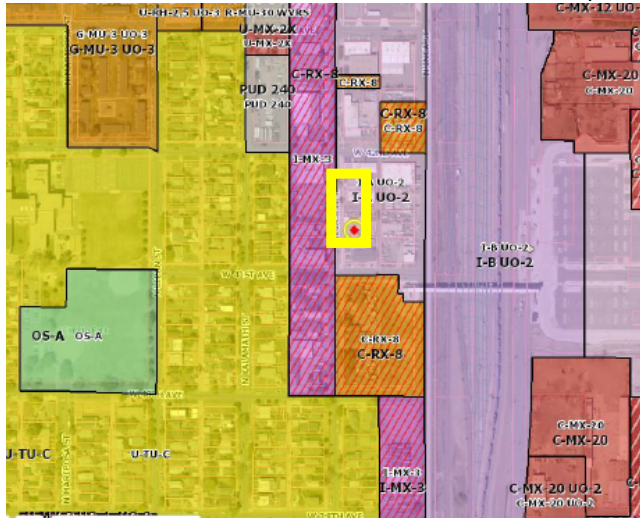
(MORE)

Denveright | Blueprint Denver (2019)

1) Neighborhood Context – General Urban (p139)

While the site is located in the General Urban context, the proposed development under C-RX-8 zoning meets the description for the General Urban context as described below.

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The Urban Center context is appropriate at this location, because:

- 1) There are already several C-RX-8 sites zoned in the blocks between Inca and Jason Street.
 - 2) The block immediately south of the site is being developed at 8 stories. This zoning will create a matching gateway to the pedestrian bridge.
 - 3) The General Urban context does not have an 8-story district that allows uses such as food sales or market, eating and drinking establishments, artist studio, or live work dwelling that are desired by the community.
- Further, the Urban Center district provides more

requirements around design standards and street activation, including no surface parking between the building and side street lesser setbacks, and greater build-to requirements, which are important for a site with the “greatest” access to transit as called out specifically in the intent of the C-RX design standards. The Denver Zoning Code recommends that “There are high levels of pedestrian and bicycle use with the greatest access to multi-modal transportation system” in the Urban Center context (7.1.5) than in the General Context which calls for “greater” access (6.1.5).

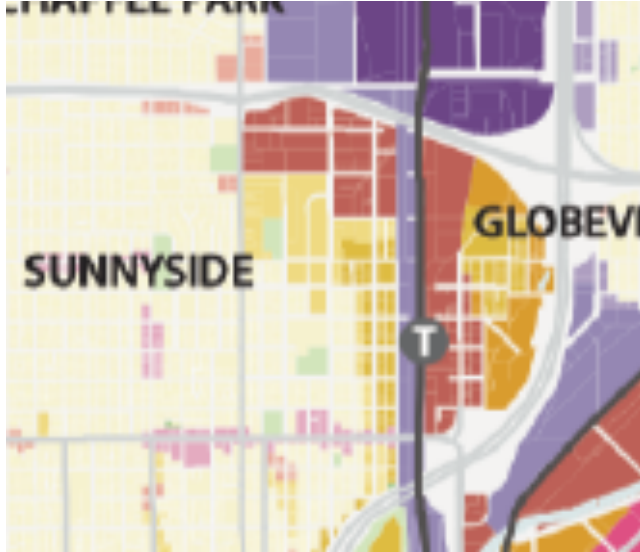
- 4) The block is separated from single family residences allowing for a transition zone.

As noted above, the development will meet the characteristics of the General Urban context as identified in the plan in the following manner:

- *“Predominately multi-unit structures.”*
- *“Block patterns are generally regular with consistent alley access.”*
- *“Buildings are medium scale and close to the street.”*
- *“High degree of walkability, bike-ability and good access to transit priority streets with little reliance on cars.”*
- *“Privately owned and publicly accessible outdoor space and plazas.”*
- *“Trees are within lawns/planting strips and expanded streetscape planting areas.”*

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2) Future Places Mapping - Blueprint Denver maps the site in the Residential High-Medium category (p143). The proposed zone district is consistent with the Residential High-Medium designation. Characteristics of Residential High Medium include:



- “Predominately multi-unit residential.”
- “A mix of neighborhood-serving retail may also be found at key locations.”
- “Mid-scale residential buildings usually mixed with a variety of lower scale residential types.”
- “Access varies.”
- “Multimodal networks are more accessible.”

3) Building Heights

In both the General Urban and the Urban Center contexts, Residential High Medium places called for by *Blueprint Denver*, say, “buildings are generally up to 8 stories in height.” (p246) or “Heights are generally up to 8 stories.” (p260)

Factors to consider when applying *Blueprint Denver* building height guidance may include (p66):

- *“Guidance from a current small area plan.”* - There is support for 2-8 stories in the *41st and Fox Station Area Plan*.
- *“Surrounding context, including existing and planned building height.”* – An 8-story development is under construction less than a half-block south of the site, and 8 story zoning exists across 42nd Avenue from the site.
- *“Transitions, including transitions from higher intensity to lower intensity areas.”* – There is a transition block between the site and the nearby single-family residential.
- *“Adjacency to transit, especially mobility hubs.”* – The site is nearly adjacent to the transit station pedestrian bridge.
- *“Achieving plan goals for community benefits, including affordable housing.”* – The development will apply for the Build Alternative Rental Units option rather than paying the linkage fee.
- *“Furthering urban design goals.”* – The development will enhance the street-level experience along Jason Street and 42nd Avenue and provide activation in the 41st Avenue area.

4). Growth Strategy

The site is included in the “all other areas of the city” category. These areas will see 20% of the housing growth and 10% of the commercial growth. Small area plan guidance strongly supports the redevelopment of this area as well as an area appropriate for increased density. (p51)

5) Street Types

While the properties are located on undesignated local streets (p157). The orientation of the development is for a transit-oriented development. Planned Transportation Demand Management strategies will further the goals around bike and pedestrian mobility and work to mitigate concerns around vehicles. The requested zoning of C-RX-8 is consistent with general plan recommendations regarding focusing density around transit stations.

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6) Plans Policies and Strategies (sometime applicable).

The design standards in the Urban Center context embrace the pedestrian experience and encourage bike and pedestrian mobility. A proposed Transportation Demand Management plan will help in the realization of this strategy. Jason Street and 42nd Avenue will be further enhanced *“to create vibrant public spaces”* (p170).

41st and Fox Station Area Plan

The property is within the boundaries of the *41st and Fox Station Area Plan* adopted December 2009. *The vision (of the plan), created through community input and transit-oriented development principles, provides the basis for five primary goals for the station area (pvii):*



“Improve pedestrian connections to the station, between neighborhoods, and along major corridors.” (pvii) - The proposed zoning will allow for the development of the site, including activating the edges between the building and street. C-RX-8 will allow for appropriately located retail services accessible to those walking to the station from the site and adjacent neighborhood.

“Create opportunities to add more housing, jobs and services to the station area.” (pvii) - The RX zoning will add more housing to the area as well as the opportunity for jobs and services for the residents as well as the ground floor retail space.

“Capitalize on the station area’s proximity to Downtown and location on the Gold Line and Northwest Rail corridors.” (pvii) - The site is located 7 minutes from downtown when accessed by commuter rail. Transportation Demand Management strategies will help ensure the site capitalizes on its proximity to the station area.

“Balance the needs of new development and existing uses.” (pvii) - The proposed zoning respects the concept in the plan that “calls for the need to respect the existing housing along the edges of the Sunnyside neighborhood leading to Inca Street.” (pviii) - The site is located a half-block from the transit station’s pedestrian bridge. There is a transition block between the site and the single-family homes. This transition is called for in the plan.

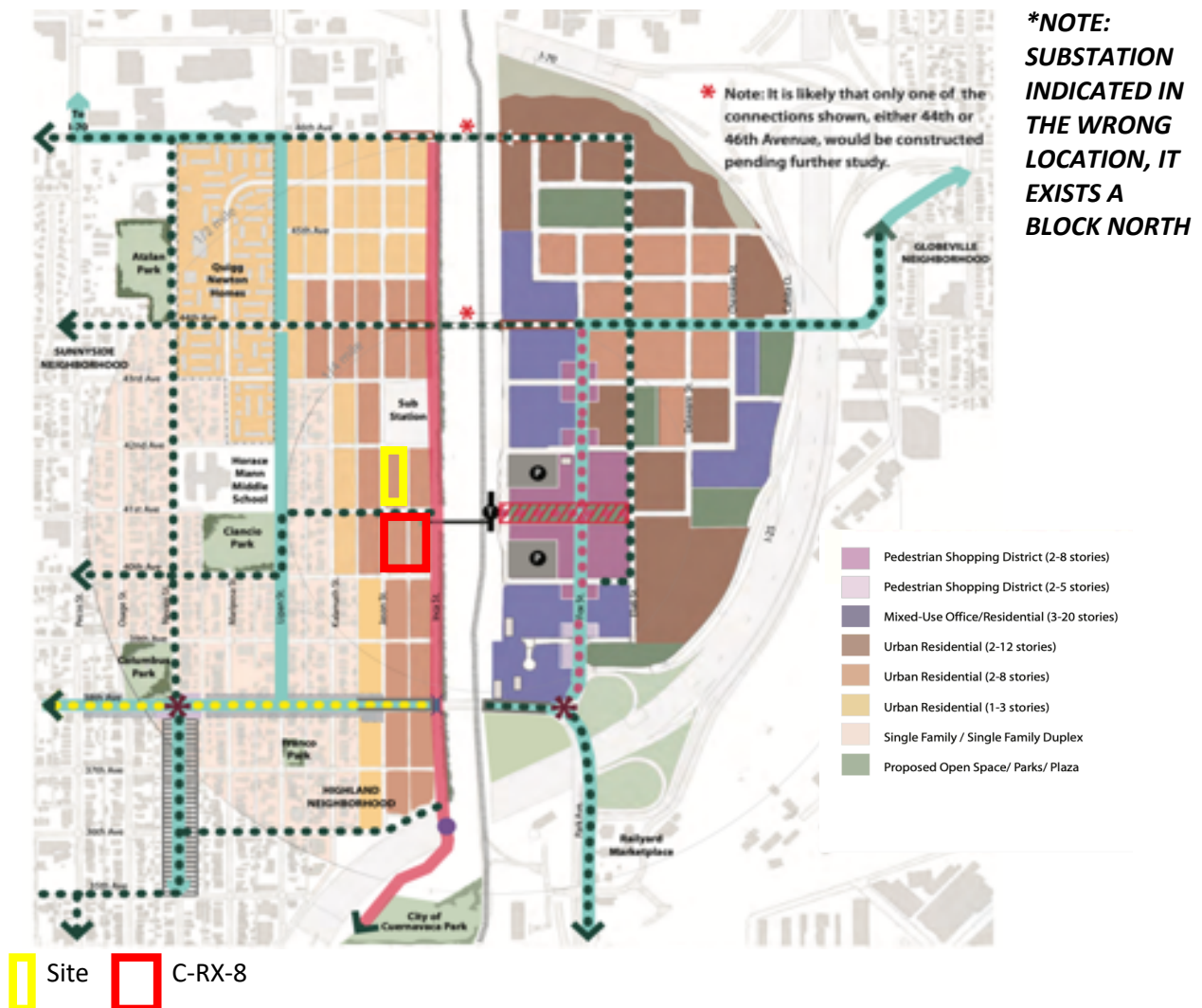
The plan calls for active edges and design elements of building ground floors to *“help create a feeling of activity, safety and visual interest for pedestrians....The ground floor of all areas should contain the following elements.”* (p18):

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- “Prominent, street facing entries.”
- “Extensive ground floor windows and frequent entrances.”
- “Pedestrian scaled facades.”

The proposed C-RX zone district is “intended to promote safe, active, and pedestrian-scaled, diverse areas through the use of building forms that clearly define and activate the public realm” (DZC 7.2.2.1.A)

Land Use and Circulation Plan Concept



The site is located in the “Urban Residential” context allowing for 8 stories. “These areas are intended as new, moderate-density neighborhoods.” (p16) - The plan recommends a range of heights for this context allowing for reduced height on parcels adjacent to neighboring single-family residences. This parcel, buffered by a transitional block, would match the height of the block immediately to the south.

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Sunnyside Neighborhood Plan (1992)

The Sunnyside Neighborhood Plan was adopted in August of 1992 and included recommendations for the western portion of the area predating the planned Commuter Rail Station. Although the neighborhood plan was adopted prior to Blueprint Denver and the opening of the G Line and B Line, it contains several general recommendations that are still relevant, including:

“Travel demand management is a key tool in making the existing transportation infrastructure more effective by reducing the demand for single-occupancy vehicle trips. Travel demand management is focused on promoting carpooling, vanpooling, transit use, bicycling, walking, teleworking and off-peak travel options over driving alone. The Denver Regional Council of Governments (DRCOG) currently offers a variety of services through its RideArrangers program to promote travel demand management on a regional level including a carpool-matching database, vanpool program, telework programs, regional campaigns such as Bike-to-Work Day, and employer-based promotion of alternative travel options.” (p23) - TDM is integral to the development plan and enabled by the rezoning of the site.

“Urban design techniques help create a friendly, livable environment. They knit the separate pieces of a neighborhood together and create a more unified feeling.” (p32) - The proposed zoning provides the ability to incorporate strong urban design concepts that embrace the neighborhood character and architecture. A focus on the street level experience provided for in the C-RX-8 zoning designation will help to enhance the experience along Jason Street and 42nd Avenue.

“It is important for a neighborhood to be “pedestrian friendly”... Safe pedestrian access also encourages people to use their cars less and fosters a more intimate connection with the neighborhood.” (p39) - The rezoning to a category that encourages bike and pedestrian activity will transition the site from an industrial site with limited curb, gutter and pedestrian amenities to an area with sidewalks, amenity zones, and street activation.

“The proximity of industrial uses to the neighborhood and the potential occurrence of environmental hazards is a concern for some residents.” (p42) - The proposed zoning district will help transition the site from industrial uses to a mix of housing and retail uses, thereby helping to mitigate the environmental hazard concern for some residents.

“There are many infrastructure problems that need attention. Sidewalks, curb and gutter need to be replaced or put in for the first time. Drainage problems exist in the northeast section of the neighborhood. The lack of curb and gutter adds to the drainage problems. There are some streets in the industrial area that need to be paved. Open ditches exist in some areas of the neighborhood.” (p42) - The development of the site will address the infrastructure problems associated with the current land uses.

2. Uniformity of District Regulations and Restrictions

The proposed rezoning to C-RX-8 zone district will result in the uniform application of zone district building form use and design regulations. The building form and design regulations are appropriate for the site and will be applied uniformly with other C-RX-8 zone districts on the blocks to the south and north of this site.

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3. Public Health, Safety, and Welfare

The proposed map amendment furthers the public health, safety and general welfare of the City by allowing reinvestment in an under-utilized property and by implementing the City's adopted plans for the area. The rezoning allows redevelopment of an industrial site to a new, safe, walkable, pedestrian-friendly environment next to a commuter rail station.

4. Justifying Circumstances

The application identifies changed or changing conditions as the Justifying Circumstance under DZC Section 12.4.10.8.A.4, *"The land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area."*



The area has been undergoing significant change, and consistent with these changing conditions, dense development around transit meets the public interest. A few of the recent investments that have changed the character of the area and site include:

- Opening of the G Line and B Line.
- Zia Sunnyside – 434 Unit – 6 & 8 story rental and condo community opening in 2020.

-Future Denver Housing Authority Redevelopment – Bounded by Lipan/Pecos & 42nd/44th Streets.

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

The requested C-RX-8 zone district is within the Urban Center Neighborhood Context.

7.1.1 General Character

"The Urban Center Neighborhood Context consists of multi-unit residential and mixed-use commercial strips and commercial centers. Multi-unit residential uses are typically in multi-story mixed use building forms. Commercial buildings are typically Shopfront and General forms. Multi-unit residential uses are primarily located along residential collector, mixed-use arterial, and local streets. Commercial uses are primarily located along main and mixed-use arterial streets."

7.2.3.1 General Purpose

"A. The Residential Mixed-Use zone districts are intended to promote safe, active, and pedestrian scaled, diverse areas through the use of building forms that clearly define and activate the public realm.

B. The Residential Mixed-Use zone districts are intended to enhance the convenience, ease and enjoyment of transit, walking, shopping and public gathering within and around the city's residential neighborhoods.

C. The Residential Mixed-Use zone 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.

D. Compared to the Mixed-Use districts, the Residential Mixed-Use districts are primarily intended to accommodate residential uses. Commercial uses are secondary to the primary residential use of the

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district, and provide neighborhood-scaled shops and offices for residents to conveniently access goods and services within walking distance. Buildings in a Residential Mixed-Use district can have Street Level retail uses, but upper stories are reserved exclusively for housing or lodging accommodation uses. A building can be solely residential or solely commercial; however, buildings containing only commercial uses are limited in total gross floor area to 10,000 square feet consistent with the district purpose."

7.3.3.2 Specific Intent

The requested rezoning is generally consistent with the neighborhood context description and zone district purpose and intent especially related to:

7.1.1 General Character

- *Multi-unit residential uses are typically in multi-story mixed use building forms.*
- *Promote safe, active, and pedestrian scaled, diverse areas through the use of building forms that clearly define and activate the public realm.*
- *Multi-unit residential uses are primarily located along residential collector, mixed-use arterial, and local streets.*

7.2.3.1 General Purpose

- *The Residential Mixed-Use zone districts are intended to enhance the convenience, ease and enjoyment of transit, walking, shopping and public gathering within and around the city's residential neighborhoods.*
- *The Residential Mixed-Use zone 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.*
- *Commercial uses are secondary to the primary residential use of the district, and provide neighborhood-scaled shops and offices for residents to conveniently access goods and services within walking distance.*
- *Buildings in a Residential Mixed-Use district can have Street Level retail uses, but upper stories are reserved exclusively for housing or lodging accommodation uses.*

7.3.3.2 Specific Intent

C-RX-8 applies to residentially-dominated areas served primarily by collector or arterial streets where a building scale of 2 to 8 stories is desired." The site accesses the nearby arterial at 38th Ave three blocks south and the collector at N. Lipan St two blocks west. While N. Jason St. and 42nd Avenue are undesignated local streets, the intent notes that the areas are "served primarily by" collectors and arterials, but not exclusively.

For the reasons outlined in this narrative, we respectfully request that the City approve the proposed rezoning. Please feel free to contact me with any questions or comments.

Sincerely,



Tim Schlichting, Chief Development Officer
Prime West

LETTER OF AUTHORIZATION

November 4, 2019

City and County of Denver
Community Planning and Development
201 West Colfax Avenue, Department 201
Denver, CO 80202

Subject: Entitlements Related to 4100 Block of N Jason Street

To Whom It May Concern,

I, John Murray owner of MB RE Enterprises LLC, hereby authorize Tim Schlichting, Prime West, to represent me in matters concerning the rezoning/map amendment, concept review, and site development plan submittals required for the development of the following property:

- 3,125 square foot lot at 4128 N. Jason Street, schedule number 02214-18-006-000
- 3,125 square foot lot at 4130 N. Jason Street, schedule number 02214-18-005-000
- 6,250 square foot lot at 4150 N. Jason Street, schedule number 02214-18-004-000

Sincerely,

A handwritten signature in cursive script, appearing to read "John Murray".

John Murray
Owner
MB RE Enterprises LLC

LETTER OF AUTHORIZATION

November 4, 2019

City and County of Denver
Community Planning and Development
201 West Colfax Avenue, Department 201
Denver, CO 80202

Subject: Entitlements Related to 4100 Block of N Jason Street

To Whom It May Concern,

I, Clayton Mohler owner of Silver Feather LLC, hereby authorize Tim Schlichting, Prime West, to represent me in all matters concerning the rezoning/map amendment, concept review, site development plan and other related entitlement submittals required for the development of the following property:

- 3,125 square foot lot at 4136 N. Jason Street, schedule number 02214-18-003-000
- 4,690 square foot lot at 4140 N. Jason Street, schedule number 02214-18-001-000
- 4,687 square foot lot at 4158 N. Jason Street, schedule number 02214-18-013-000

Sincerely,



Clayton Mohler
Owner
Silver Feather LLC



LETTER OF AUTHORIZATION

November 11, 2019

City and County of Denver
Community Planning and
Development
201 West Colfax Avenue, Department 201
Denver, CO 80202

Subject: Entitlements Related to 4100 Block of N Jason Street

To Whom It May Concern:

I, James Neenan, hereby authorize Tim Schlichting to represent Prime West in all matters concerning the rezoning/map amendment, concept review, site development plan and other related entitlement submittals required for the development of the property at 4120, 4124, 4128, 4130, 4136, 4140, 4150 & 4158 N. Jason St. in Denver, Colorado.

Sincerely,

James Neenan
Manager
Prime West Development, LLC

LETTER OF AUTHORIZATION

December 26, 2019

City and County of Denver
Community Planning and Development
201 West Colfax Avenue, Department 201
Denver, CO 80202

Subject: Entitlements Related to 4100 Block of N Jason Street

To Whom It May Concern,

I, Veronica Portillo, hereby authorize Tim Schlichting, Prime West, to represent me in all matters concerning the rezoning/map amendment, concept review, site development plan and other related entitlement submittals required for the development of the following property:

- 6,250 square foot lot at 4120 N. Jason Street, schedule number 02214-18-009-000
- 3,125 square foot lot at 4124 N. Jason Street, schedule number 02214-18-007-000

Sincerely,

A handwritten signature in black ink that reads "Veronica Portillo". The signature is written in a cursive, flowing style.

Veronica Portillo



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-976833-CO

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-976833-CO

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National
Commercial Services

Issuing Office: 1125 17th Street, Suite 500, Denver, CO
80202

Commitment No.: NCS-976833-CO

Phone Number: (303)876-1112

Property Address: 4120 and 4124 North Jason Street, Denver,
CO

Issuing Office File No.: NCS-976833-CO

Revision No.: 2

SCHEDULE A

1. Commitment Date: February 21, 2020 at 5:00 PM
2. Policy or Policies to be issued:
 - (a) ☒ ALTA® Owner's Policy (6-17-06)
Proposed Insured: Prime West Development, LLC, a Colorado limited liability company
Proposed Policy Amount: \$1,312,500.00
 - (b) ☐ ALTA® Loan Policy (6-17-06)
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, [at the Commitment Date, vested in:](#)

Veronica L. Portillo
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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First American

Exhibit A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-976833-CO

Commitment No.: NCS-976833-CO

The Land referred to herein below is situated in the County of Denver, State of Colorado, and is described as follows:

Lots 9, 10 and 11 in Block 19,
Viaduct Addition,
City and County of Denver,
State of Colorado.

For informational purposes only: APN: 02214-18-009-000
 APN: 02214-18-007-000

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-976833-CO

Commitment No.: NCS-976833-CO

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
8. Receipt by the Company of the following documentation for Prime West Development, LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

9. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Veronica L. Portillo.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-976833-CO

Commitment No.: NCS-976833-CO

SCHEDULE B, PART II

Exceptions

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

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales. (To be limited to "Taxes and assessments for the year 2019 and subsequent years, not yet due and payable.", assuming 2019 taxes are not yet due and payable at the Date of Policy.)
7. Any water rights, claims of title to water, in, on or under the Land.
8. Any existing leases or tenancies. (To be deleted at closing if the Owner's Certificate certifies that there are no existing leases or tenancies in effect at the Date of Policy.)

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9. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Viaduct Addition, recorded in [Book 4 at Page 46C](#).

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

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

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

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

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**
- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the**

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requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

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

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

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

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First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-980245-CO

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

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- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

- (a) the Notice;
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5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-980245-CO

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National
Commercial Services

Commitment No.: NCS-980245-CO

Property Address: 4128, 4130 & 4150 North Jason Street,
Denver, CO 80211

Revision No.:

Issuing Office: 1125 17th Street, Suite 500, Denver, CO
80202

Phone Number: (303)876-1112

Issuing Office File No.: NCS-980245-CO

SCHEDULE A

1. Commitment Date: February 21, 2020 at 5:00 PM
2. Policy or Policies to be issued:
 - (a) ☒ ALTA® Owner's Policy (6-17-06)
Proposed Insured: Prime West Development, LLC, a Colorado limited liability company
Proposed Policy Amount: \$1,750,000.00
 - (b) ☐ ALTA® Loan Policy (6-17-06)
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, [at the Commitment Date, vested in:](#)

MB RE Enterprises LLC, a Colorado limited liability company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

Exhibit A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-980245-CO

Commitment No.: NCS-980245-CO

The Land referred to herein below is situated in the County of Denver, State of Colorado, and is described as follows:

Lots 5, 6, 7 and 8,
Block 19,
Viaduct Addition to Denver,
City and County of Denver,
State of Colorado.

For informational purposes only: 0221418004000 (Lots 5 & 6)
 0221418005000 (Lot 7)
 0221418006000 (Lot 8)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-980245-CO

Commitment No.: NCS-980245-CO

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.

NOTE: Local ordinances may impose liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the property, a Utilities Agreement and/or escrow is required.

6. Evidence that all assessments for common expenses, if any, have been paid.
7. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
8. Recordation of a Release of the Deed of Trust from MB RE Enterprises LLC, a Colorado limited liability company to the Public Trustee of Denver County for the use of JPMorgan Chase Bank, NA to secure an indebtedness in the principal sum of \$292,455.00, and any other amounts and/or obligations secured thereby, dated July 19, 2010 and recorded August 12, 2010 at Reception No. [2010090152](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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9. Receipt by the Company of the following documentation for MB RE Enterprises LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

10. Receipt by the Company of the following documentation for Prime West Development, LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

11. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by MB RE Enterprises LLC, a Colorado limited liability company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-980245-CO

Commitment No.: NCS-980245-CO

SCHEDULE B, PART II

Exceptions

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

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Any water rights, claims of title to water, in, on or under the Land.
8. Any existing leases or tenancies.
9. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Viaduct Addition, recorded October 8, 1887 in Plat [Book 4 at Page 46C](#).

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10. Terms, conditions, provisions, obligations and agreements as set forth in the Registration Statement for Non-Conforming Use recorded January 10, 1957 in [Book 7983 at Page 544](#) and recorded January 10, 1957 in [Book 7983 at Page 589](#).
11. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Ordinance No. 162, Series of 1973 recorded April 11, 1973 at Reception No. [039640](#).
12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Ordinance No. 457, Series of 2013 recorded September 20, 2013 at Reception No. [2013138638](#).

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

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

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

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

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**
- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the**

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requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

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

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

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

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First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-979439-CO

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-979439-CO

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services Issuing Office: 1125 17th Street, Suite 500, Denver, CO 80202

Commitment No.: NCS-979439-CO

Phone Number: (303)876-1112

Property Address: 4136, 4140 and 4158 N. Jason Street, Denver, CO Issuing Office File No.: NCS-979439-CO

Revision No.: 1 - addressing Buyer objections; October 23, 2019

SCHEDULE A

1. Commitment Date: September 17, 2019 at 5:00 PM
2. Policy or Policies to be issued:
 - (a) ☒ ALTA® Owner's Policy (6-17-06)
Proposed Insured: Prime West Development, LLC, a Colorado limited liability company
Proposed Policy Amount: \$1,875,300.00
 - (b) ☐ ALTA® Loan Policy (6-17-06)
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, [at the Commitment Date, vested in:](#)

Silver Feather LLC, a Colorado limited liability company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-979439-CO

Exhibit A

Commitment No.: NCS-979439-CO

The Land referred to herein below is situated in the County of Denver, State of Colorado, and is described as follows:

Parcel A:

Lot 1, and North 1/2 of Lot 2,
Block 19,
Viaduct Addition,
City and County of Denver,
State of Colorado.

Parcel B:

Lot 3, and South 1/2 of Lot 2,
Block 19,
Viaduct Addition,
City and County of Denver,
State of Colorado.

Parcel C:

Lot 4,
Block 19,
Viaduct Addition,
City and County of Denver,
State of Colorado.

For informational purposes only: 0221418013000 (Parcel A)
0221418001000 (Parcel B)
0221418003000 (Parcel C)

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-979439-CO

Commitment No.: NCS-979439-CO

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.

NOTE: Local ordinances may impose liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the property, a Utilities Agreement and/or escrow is required.

6. Evidence that all assessments for common expenses, if any, have been paid.
7. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
8. Recordation of a Release of the Deed of Trust from Silver Feather LLC, a Colorado limited liability company to the Public Trustee of Denver County for the use of FirstBank to secure an indebtedness in the principal sum of \$294,000.00, and any other amounts and/or obligations secured thereby, dated December 15, 2016 and recorded December 21, 2016 at Reception No. [2016178707](#), as to Parcel C.
9. Receipt by the Company of the following documentation for Silver Feather LLC, a Colorado limited liability company:

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Operating Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

10. Receipt by the Company of the following documentation for Prime West Development, LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

11. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Silver Feather LLC, a Colorado limited liability company.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-979439-CO

Commitment No.: NCS-979439-CO

SCHEDULE B, PART II

Exceptions

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

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales. (To be limited to "Taxes and assessments for the year 2019 and subsequent years, not yet due and payable.", assuming 2019 taxes are not yet due and payable at the Date of Policy.)
7. Any water rights, claims of title to water, in, on or under the Land.
8. Any existing leases or tenancies.
9. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Viaduct Addition, recorded October 8, 1887 in Plat [Book 4 at Page 46C](#).

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10. This item has been intentionally deleted.

11. This item has been intentionally deleted.

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

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

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

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

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**
- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the**

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requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

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

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

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

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Summary

Details			
Name	Silver Feather LLC		
Status	Good Standing	Formation date	01/22/2008
ID number	20081043758	Form	Limited Liability Company
Periodic report month	January	Jurisdiction	Colorado
Principal office street address	5359 Silver Feather Cir., Broomfield, CO 80023, United States		
Principal office mailing address	5359 Silver Feather Cir., Broomfield, CO 80023, United States		

Registered Agent	
Name	Clayton E. Mohler
Street address	5359 Silver Feather Cir., Broomfield, CO 80023, United States
Mailing address	5359 Silver Feather Cir., Broomfield, CO 80023, United States

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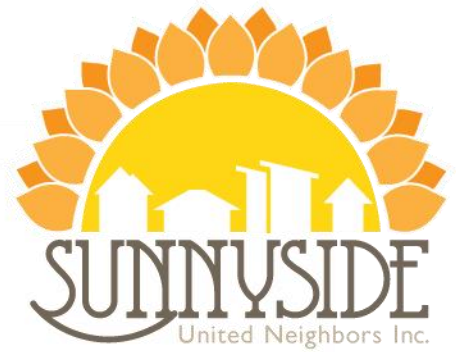
FAQs, Glossary and Information

Summary

Details			
Name	MB RE Enterprises LLC		
Status	Good Standing	Formation date	05/26/2010
ID number	20101301395	Form	Limited Liability Company
Periodic report month	May	Jurisdiction	Colorado
Principal office street address	4150 Jason St, Denver, CO 80211, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	John Murray
Street address	4150 Jason St, Denver, CO 80211, United States
Mailing address	n/a

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Sunnyside United Neighbors, Inc | P.O. Box 11381 | Denver, CO 80211

Planning & Community Development Committee

November 6, 2019

Tim Schlichting
Prime West
7001 E. Belleview Ave., Suite 650
Denver, CO 80237

Re: Initial Design Plan for 4100 Block of Jason Street

Tim,

On October 17, 2019, at our monthly Sunnyside United Neighbors, Planning and Community Development meeting, Prime West and their Architectural firm, Ratio Design, presented initial plans for your proposed development of the 4100 block of Jason Street. Approximately 14 Sunnyside residents were in attendance, as well as Councilwoman Sandoval. There was robust discussion amongst those in attendance and a consensus was that the plan is a good addition to the neighborhood. The following were the primary points of discussion:

- Neighbors liked the stepdown design to townhouse style units on the northwest corner.
- Neighbors liked the street level activation with the lobby and especially the presumed food/beverage establishment with a corner courtyard that faces an existing cidery.
- There was discussion of wanting more retail square footage which led to further discussion about being able to convert lobby and/or garage square footage to retail if the demand is there.
- Neighbors liked the use of quality building materials and the “thoughtful design” aesthetic.
- Neighbors agreed that offering a larger percentage of income restricted affordable units than what is required, would be looked at favorably (though no specific direction was offered).



www.SunnysideDenver.org

Sunnyside United Neighbors Inc. (SUNI) is a registered non-profit 501(c)(3)



Sunnyside United Neighbors, Inc | P.O. Box 11381 | Denver, CO 80211

Planning & Community Development Committee

In summary, I am glad to offer Sunnyside United Neighbor's initial support for the project given the plans that have been submitted. We look forward to continued dialogue with Prime West and expect that we will be able to provide more formal support at the appropriate time.

Sincerely,

Bill Hare

Chair, SUNI Planning and Community Development Committee

Sunnyside United Neighbors, Inc. (SUNI) is the registered neighborhood organization for Sunnyside. The SUNI Planning and Community Development Committee is a standing committee authorized by the SUNI bylaws to act for the Association on matters of zoning, development, and neighborhood planning. The SUNI PCD Committee holds regular monthly public meetings, announced by our website.



www.SunnysideDenver.org

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