

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:			



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REVIEW CRITERIA	
<p>General Review Criteria: The proposal must comply with all of the general review criteria DZC Sec. 12.4.10.7</p>	<p><input type="checkbox"/> Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan. 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 Rezonings: The proposal must comply with both of the additional review criteria 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:	
<p><input type="checkbox"/> Legal Description (required to be attached in Microsoft Word document format)</p> <p><input type="checkbox"/> Proof of Ownership Document(s)</p> <p><input type="checkbox"/> Review Criteria, as identified above</p>	
ADDITIONAL ATTACHMENTS	
Please identify any additional attachments provided with this application:	
<p><input type="checkbox"/> Written Authorization to Represent Property Owner(s)</p> <p><input type="checkbox"/> Individual Authorization to Sign on Behalf of a Corporate Entity</p>	
Please list any additional attachments:	



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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
			<i>Laura C. Albrete</i>			

City and County of Denver Agency or Department Request for Rezoning Template

September 11, 2020

Dear CPD Executive Director:

I am writing to request the initiation of an official map amendment on behalf of the Denver Department of Housing Stability (HOST) to rezone 4995 Washington Street, Denver, CO 80216 from I-MX-3 to G-MS-5. The property's current use is: Vacant.

This rezoning is requested to: develop the property as a mix of rental and for-sale affordable housing, along with community serving commercial uses.

Please contact Megan Yonke at the Denver Department of Housing Stability at megan.yonke@denvergov.org if there are any questions or additional clarification is required. If this person becomes unavailable, I will designate another individual as a point-of-contact for this application.

Sincerely,



Britta Fisher
Executive Director
Denver Department of Housing Stability (HOST)

4995 Washington Street Legal Description:

PLOT 1, EXCEPT THAT PART OF SAID PLOT 1 AS CONVEYED TO THE CITY AND COUNTY OF DENVER IN DEED RECORDED JANUARY 19, 1971 IN BOOK 273 AT PAGE 563,

THE NORTH 1/2 OF PLOT 2,

ALL OF PLOT 9, AND

THE EAST 50 FEET OF PLOT 10,

ALL IN W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Criteria for Review

The criteria for review of this rezoning application are found in DZC, Sections 12.4.10.7 and 12.4.10.8, as follows:

DZC Section 12.4.10.7

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

DZC Section 12.4.10.8

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

1. Consistency with Adopted Plans

The following adopted plans apply to this property:

- Denver Comprehensive Plan 2040 (2019)
- Blueprint Denver (2019)
- Globeville Neighborhood Plan (2014)
- Housing an Inclusive Denver (2018)

Denver Comprehensive Plan 2040

The proposed rezoning is consistent with many of the adopted Denver Comprehensive Plan 2040 strategies, which are organized by vision element.

The proposed rezoning would allow for additional and affordable housing options in a mixed-use development, consistent with the following strategies in the Equitable, Affordable and Inclusive vision element:

- Equitable, Affordable and Inclusive Goal 1, Strategy A – Increase development of housing units close to transit and mixed-use developments (p. 28).
- Equitable, Affordable and Inclusive Goal 2, Strategy A – Create a greater mix of housing options in every neighborhood for all individuals and families (p. 28).

The proposed rezoning would allow development of a new community center within an existing neighborhood, increasing options for affordable housing and services while promoting good urban design, consistent with the following strategies in the Strong and Authentic Neighborhoods vision element:

- Strong and Authentic Neighborhoods Goal 1, Strategy A – Build a network of well-connected, vibrant, mixed-use centers and corridors (p. 34).
- Strong and Authentic Neighborhoods Goal 1, Strategy B – Ensure neighborhoods offer a mix of housing types and services for a diverse population (p. 34).
- Strong and Authentic Neighborhoods Goal 1, Strategy D – Encourage quality infill development that is consistent with the surrounding neighborhood and offers opportunities for increased development (p. 34).

The proposed rezoning would allow higher-density development in an area served by transit, consistent with the following strategy from the Connected, Safe, and Accessible vision element:

- Connected, Safe, and Accessible Places Goal 8, Strategy B – Promote transit-oriented development and encourage higher-density development, including affordable housing, near transit to support ridership (p. 42).

The proposed map amendment would allow for compatible mixed-use infill development in an established neighborhood, consistent with the following strategies from the Environmentally Resilient vision element:

- Environmentally Resilient Goal 8, Strategy A - Promote infill development where infrastructure and services are already in place (p.54).
- Environmentally Resilient Goal 8, Strategy B – Encourage mixed-use communities where residents can live, work, and play in their own neighborhoods (p. 54).

As described above, the proposed rezoning to G-MS-5 would facilitate mixed-use development and affordable housing at an appropriate location, consistent with the recommendations of Comprehensive Plan 2040.

Blueprint Denver

Blueprint Denver was adopted in 2019 as a supplement to *Comprehensive Plan 2040* and establishes an integrated framework for the city’s land use and transportation decisions. *Blueprint Denver* identifies the subject property as part of a Community Center place within the General Urban Neighborhood Context and provides guidance from the future growth strategy for the city.

Blueprint Denver Future Neighborhood Context

In *Blueprint Denver*, future neighborhood contexts are used to help understand differences in things like land use and built form and mobility options at a higher scale, between neighborhoods. The subject property is shown on the context map as General Urban neighborhood context. The neighborhood context map and description help guide appropriate zone districts (p. 66). The General Urban neighborhood context is described as varying “from mixed-use multi-unit buildings to compact single-unit homes. Development should be sensitive to the existing neighborhood character and offer residents a mix of uses, with good street activation and connectivity” (p. 238). The proposed G-MS-5 zone district is part of the General Urban context and is “intended to promote safe, active, and pedestrian-scaled commercial streets through the use of building forms that clearly

define and activate the public street edge” (DZC 6.2.3.1). Since the proposed districts allow a substantial mix of uses with allowable building forms that contribute to street activation, the proposed rezoning in to a General Urban context is appropriate and consistent with the plan.

Blueprint Denver Future Places

The neighborhood context of General Urban provides nuance to the aspirations of the individual places shown on the map. The Future Places Map shows the subject property as part of a Community Center. Blueprint Denver describes the aspirational characteristics of Community Centers in the General Urban context as, “Typically provides some mix of office, commercial and residential uses... Buildings are larger in scale than local centers and orient to the street or other public spaces. Strong degree of urbanism with mostly continuous building frontages to define the public realm. Heights are generally up to 8 stories and should transition gradually within the center to the surrounding residential areas.” (p. 242). The proposed district of G-MS-5 provides a wide range and mix of uses in building forms that address the street and define the public realm. The future proposed height of up to 5 stories is appropriate for a community center in this location.

Growth Strategy

Blueprint Denver’s growth strategy map is a version of the future places map, showing the aspiration for distributing future growth in Denver (p. 51). The subject property is part of a Community Center. Community Centers and Corridors are anticipated to see around 25% of new housing growth and 20% of new employment growth by 2040” (p. 51). The plan states that “focusing growth in centers and corridors helps to provide a variety of housing, jobs and entertainment options within a comfortable distance to all Denverites and is a key element of building complete neighborhoods throughout Denver” (p. 49). The proposed map amendment to G-MS-5 will focus mixed-use growth to a Community Center where it has been determined to be most appropriate.

Blueprint Denver Street Types

In Blueprint Denver, street types work in concert with the future place to evaluate the appropriateness of the intensity of the adjacent development (p. 67). Blueprint Denver classifies Washington Street as a Main Street Arterial. “Arterial streets are designed for the highest amount of through movement and the lowest degree of property access” (p.154). The use and built form characteristics of Main Street streets is described as, “a mix of uses including retail, services and restaurants, as well as residential. Buildings are pedestrian-oriented, with little front setback, a continuous street wall, and high transparency” (p.158). The proposed G-MS-5 district is consistent with these descriptions as it is intended to create a continuous, active street wall with a mix of uses. Overall, the proposed rezoning is consistent with the context, place, growth strategy, and street type recommendations of Blueprint Denver.

Globeville Neighborhood Plan

The 2014 Globeville Neighborhood Plan applies to the subject property and recommends balancing the needs of residents, commerce, and industry to improve access to jobs, housing, neighborhood services, and education. The plan designates the concept land use of the subject property as Mixed Use, which “have both a sizeable employment base as well as a variety of mid to high-density housing options” (p. 30). In addition, “land uses may be, but are not necessarily, mixed in each building, development, or

block” and “pedestrian access is important in these areas, with residential and non-residential uses always within short walking distance of one another” (p. 30). Also in Mixed Use areas, the plan calls to “site building forms at the street with parking and access in the rear or off the alley, where possible” and “promote the use of design elements that link the building directly to the street environment, such as ground story activation, transparent window openings, and doorways at the street” (p. 35). The subject property is also designated an Area of Change with a maximum recommended building height of five stories.

The plan includes additional recommendations, including to “provide a broad range of housing types and price levels,” and specifically “multifamily and attached residential building types in Mixed Use, TOD, and Urban Residential Concept Land Uses” (p. 45). It also recommends to “use redevelopment to attract desired retail and services” in particular along Washington Street (p. 46) and to “create a broad base of new jobs in diverse economic sectors by redeveloping opportunity sites throughout the neighborhood, including the transformation of Washington Street and the South Platte riverfront into a mixed-use area” (p. 44). The plan also includes specific recommendations for the Washington Street corridor, such as assisting the area’s transitions to mixed use by rezoning industrial zoned properties to mixed use zone districts (p. 92).

The proposed rezoning to G-MS-5 would implement the Globeville Neighborhood Plan’s goal of transitioning the subject property from industrial to mixed-use. The proposed five-story zone district is consistent with the plan’s height recommendations, while the Main Street zoning would require pedestrian-oriented development with active ground floors, implementing the plan’s urban design recommendations. The G-MS-5 zone district also allows residential, retail, and office uses, consistent with the plan’s recommendations to integrate these uses into the area. The proposed rezoning is consistent with the recommendations of the Globeville Neighborhood Plan.

Housing an Inclusive Denver

Housing an Inclusive Denver is not adopted as a supplement to the Comprehensive Plan, but the plan was adopted by City Council in 2018. Housing an Inclusive Denver provides guidance and strategies to create and preserve strong and opportunity-rich neighborhoods with diverse housing options that are accessible and affordable to all Denver residents (p. 6). Core goals of the plan include: creating affordable housing in vulnerable areas and in areas of opportunity; preserving affordability and housing quality; promoting equitable and accessible housing; and stabilizing residents at risk of involuntary displacement (p. 7). The proposed rezoning is consistent with many of the Housing and Inclusive Denver recommendations, including:

- Strategic Use of Land to Support Affordable Housing Recommendation 1: “leverage publicly owned land for affordable housing development” (p. 10)
- Affordable and Workforce Rental Housing Recommendation 5: “Promote development of new affordable, mixed-income and mixed-use housing.” (p. 13).

Housing an Inclusive Denver is not adopted as a supplement to the Comprehensive Plan, but the plan was adopted by City Council. *Housing an Inclusive Denver* calls for the City to “leverage publicly owned land for affordable housing development” (p. 8). A goal of the plan is also to create affordable housing in

vulnerable areas and in areas of opportunity that have strong amenities such as transit (p. 56). The proposed rezoning to G-MS-5 will facilitate the creation of affordable housing units in a mixed-use development leveraging publicly owned land and facilitating the development of additional housing in a neighborhood that is considered vulnerable.

2. Uniformity of District Regulations and Restrictions

The proposed rezoning to G-MS-5 will result in the uniform application of zone district building form, use and design regulations.

3. Public Health, Safety and General Welfare

The proposed official map amendment furthers the public health, safety, and general welfare of the City Example: through implementation of the city's adopted land use plan and fostering the creation of a walkable, mixed-use area with a variety of affordable housing options.

4. Justifying Circumstance

The proposed rezoning is justified by several changed or changing conditions as the under DZC Section 12.4.10.8, "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 a change may include: Changed or changing conditions in a particular area, or in the city generally; or, a city adopted plan...." There has been redevelopment in the area, particularly around the nearby National Western Center including a stop on the RTD N Line, that is starting to transform the area into a mixed-use activity center. In addition, the Globeville Neighborhood Plan was adopted in 2014, setting a new vision for this area as a mixed-use community center. These changed and changing conditions justify the proposed rezoning to G-MS-5 as in the public interest.

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

The requested G-MS-5 zone district is within the General Urban Neighborhood Context. The neighborhood context generally consists of multi-unit residential uses in a variety of building forms and commercial uses in a variety of building forms that may contain a mixture of uses within the same structure (DZC, Division 6.1). The proposed rezoning would allow multi-unit residential and commercial uses at an appropriate location consistent with the neighborhood context description.

The General Urban Main Street zone districts are intended to promote safe, active, and pedestrian-scaled commercial streets and should be applied where a higher degree of walkability and pedestrian activity is desired (DZC, Section 6.2.5.1). The proposed G-MS-5 would help create an active street edge along Washington Street, consistent with the general purpose of the General Urban Main Street zone districts.

The specific intent of the G-MS-5 zone district is to apply "primarily to collector or arterial street corridors... where a building scale of 2 to 5 stories is desired" (DZC Section 6.2.5.2.B). Washington

Street is an arterial corridor where the neighborhood plan calls for up to five stories. The proposed rezoning would facilitate development consistent with the intent of the G-MS-5 zone district.



LAND TITLE GUARANTEE COMPANY

Date: January 25, 2019

Subject: Attached Title Policy CITY AND COUNTY OF DENVER, A COLORADO MUNICIPAL CORPORATION OF THE STATE OF COLORADO AND HOME RULE CITY for 4995 WASHINGTON ST, DENVER, CO

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Final Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - a. A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

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

President



Old Republic National Title Insurance Company, a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111

Mark Blitbrey, President

Rande Yeager, Secretary

AMERICAN
LAND TITLE
ASSOCIATION



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AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY Adopted 6-17-06

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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, avenue, 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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable

by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

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

This anti-fraud statement is affixed to and made a part of this policy.

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

Schedule A

Order Number: ABD70596707.1

Policy No.: OX70596707.1.1007873

Amount of Insurance: \$6,000,000.00

Property Address:

4995 WASHINGTON ST, DENVER, CO

1. Policy Date:

January 14, 2019 at 2:14 P.M.

2. Name of Insured:

CITY AND COUNTY OF DENVER, A COLORADO MUNICIPAL CORPORATION OF THE STATE OF COLORADO AND HOME RULE CITY

3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:

A FEE SIMPLE

4. Title to the estate or interest covered by this policy at the date is vested in:

CITY AND COUNTY OF DENVER, A COLORADO MUNICIPAL CORPORATION OF THE STATE OF COLORADO AND HOME RULE CITY

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

PARCEL A:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., (BEING SHOWN ON THE PLAT OF W.H. CLARK'S SECOND SUBDIVISION), DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A COUNTY ROAD 230 FEET SOUTH AND 60 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 50 FEET; THENCE WEST AT RIGHT ANGLES, A DISTANCE OF 230.5 FEET; THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 50 FEET; THENCE EAST AT RIGHT ANGLES, A DISTANCE OF 230.5 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

THE NORTH 125 FEET OF PLOT 9, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

THE SOUTH 25 FEET OF THE EAST 50 FEET OF PLOT 10, W.H. CLARK'S SECOND SUBDIVISION, CITY AND

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

Schedule A

COUNTY OF DENVER, STATE OF COLORADO.

PARCEL D:

THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., (BEING SHOWN ON THE PLAT OF W.H. CLARK'S SECOND SUBDIVISION), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION FOR 1100.8 FEET; THENCE WEST AT RIGHT ANGLES 60 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES 25 FEET; THENCE WEST AT RIGHT ANGLES 218 FEET MORE OR LESS TO THE EAST LINE OF PLOT 10, W.H. CLARK'S SECOND SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE 25 FEET; THENCE EAST TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL E:

THE EAST 50 FEET OF PLOT 10, EXCEPT THE SOUTH 25 FEET THEREOF, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL F:

PLOT 1, W.H. CLARK'S SECOND SUBDIVISION,

EXCEPT THAT PART OF SAID PLOT 1, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1100.8 FEET; THENCE WEST AT RIGHT ANGLES, A DISTANCE OF 60 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 25 FEET; THENCE WEST AT RIGHT ANGLES, A DISTANCE OF 218 FEET, MORE OR LESS, TO THE EAST LINE OF PLOT 10, W.H. CLARK'S SECOND SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 25 FEET; THENCE EAST TO A POINT THAT IS 60 FEET WEST OF THE EAST LINE OF SAID SECTION 15, SAID POINT BEING THE TRUE POINT OF BEGINNING;

AND EXCEPT THAT PART OF SAID PLOT 1, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS CONVEYED TO THE CITY AND COUNTY OF DENVER IN DEED RECORDED JANUARY 19, 1971 IN BOOK 273 AT PAGE 563,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL G:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 280 FEET SOUTH AND 60 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 50 FEET; THENCE AT RIGHT ANGLES WEST 230 1/2 FEET; THENCE AT RIGHT ANGLES NORTH 50 FEET; THENCE AT RIGHT ANGLES EAST 230 1/2 FEET TO THE POINT OF BEGINNING, BEING A PART OF PLOT 2, W.H. CLARK'S

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

Schedule A

SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL H:

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF PLOT 9, W.H. CLARK'S SECOND SUBDIVISION,
CITY AND COUNTY OF DENVER, STATE OF COLORADO

PARCEL I:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF PLOT 9, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY
OF DENVER, STATE OF COLORADO.

NOTE: SAID PARCELS A THROUGH I ARE ALSO DESCRIBED AS FOLLOWS:

PLOT 1, EXCEPT THAT PART OF SAID PLOT 1 AS CONVEYED TO THE CITY AND COUNTY OF DENVER IN
DEED RECORDED JANUARY 19, 1971 IN BOOK 273 AT PAGE 563,
THE NORTH 1/2 OF PLOT 2,
ALL OF PLOT 9, AND
THE EAST 50 FEET OF PLOT 10,
ALL IN W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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**AMERICAN
LAND TITLE
ASSOCIATION**



Land Title Guarantee Company Representing Old Republic National Title Insurance Company
(Schedule B)

Order Number: ABD70596707.1

Policy No.: OX70596707.1.1007873

This policy does not insure against loss or damage by reason of the following:

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
6. TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS.
7. EXISTING LEASES AND TENANCIES.
8. EASEMENT FOR INGRESS AND EGRESS AS RESERVED IN THE DEED RECORDED FEBRUARY 28, 1974 IN BOOK 840 AT PAGE [430](#).
(AFFECTS PARCEL G)
9. TERMS, CONDITIONS AND PROVISIONS APPLICATION TO AMEND THE BOUNDARIES OF A DESIGNATED ZONE LOT RECORDED APRIL 17, 1997 UNDER RECEPTION NO. [9700048936](#).
(AFFECTS ALL PARCELS)
10. TERMS, CONDITIONS AND PROVISIONS DENVER ASSESSORS PARCEL COMBINATION RECORDED SEPTEMBER 30, 2014 UNDER RECEPTION NO. [2014118397](#).
11. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY DATED OCTOBER 29, 2018, PREPARED BY BELL SURVEYING COMPANY, JOB NO. 1810-106:
(SAID DOCUMENT STORED AS OUR ESI [36449570](#))
 - A. EXISTING FENCE LINES DO NOT MATCH THE EXACT BOUNDARIES OF THE LAND.
 - B. THE SOUTH 10 FEET OF PARCEL G IS BEING USED BY THE ADJACENT OWNER TO THE SOUTH FOR MORE THAN INGRESS AND EGRESS AS RESERVED IN DEED RECORDED FEBRUARY 28, 1974 IN BOOK 840 AT PAGE [430](#).