

CONDITIONAL USE PERMIT

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pgs. 3-4) included in this packet for more information on each submittal item.

All submittals shall include one (1) hard copy of all documents and one (1) electronic copy with all documents combined in a single PDF. For hard copies, each document shall be labeled or tabbed with the corresponding checklist number.

- 1. Development Application Form (pg. 5)
- 2. Application Fees (see pg. 2)
- 3. Written Explanation of the Project
- 4. Site Plan Showing Proposed Development
- 5. Proof of Ownership (warranty deed or title policy)
- 6. Proof of Water and Sewer Services
- 7. Proof of Utilities (e.g. electric, gas)
- 8. Legal Description
- 9. Certificate of Taxes Paid
- 10. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 7)
- 11. Certificate of Surface Development (pg. 8-10)

Supplemental Items (if applicable) *Contact County staff for supplemental forms

- 1. Traffic Impact Study
- 2. Neighborhood Meeting Summary
- 3. Solid waste transfer station*
- 4. Solid waste composting facility*
- 5. Scrap tire recycling facility*
- 6. Inert fill*

DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number:

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#:

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



July 29, 2019

Application for a Conditional Use Permit

StreetMediaGroup has a long-term lease with 181 REHG, LLC at 7300 Broadway Street for the use of the existing digital sign visible to Hwy 36 to mix in off-premise messages in with the rotation of existing Unser Karting and Events promotions.

The sign has been in place since 2016 and will not be changed in any structural way. The digital display consists of eight ad spots displayed for 7 seconds on each side and we will use some of these slots to promote off-premise messaging. Our company policy and legal restrictions prohibit ads for tobacco, marijuana, sexual oriented businesses or political attack ads. The displays will also be used to provide free promotions of public service ads, charitable fundraising messages, Amber Alerts, and messages to promote activities and events at Riverdale Park.

The off-premise use is stated as an appropriate use and allowed on parcels in the C-5 zoned districts. Adding to the existing use of sign will not disturb the current use of the property nor effect the signage in anyway. The property has multiple uses which have been displayed on the sign but CDOT considers some of the products sold on the property as off-premise use so to address this we are applying for off-premise use as well. The code does not require landscaping changes with off-premise signs.

The sign pole is in a non-parking, non-traveled area, which is a practical placement to leave the traffic circulation and access open. The site plan shows the existing sign location.

Mixing in off-premise messages with the continued use of on-premise does not create any type of visual disturbance and would not be any more impacting to the public than on-premise messages. The digital lighting will continue to comply with both the County and CDOT required performance standards.

Pursuant to Section 2-02-08-06, Criteria for Approval, the conditional use meets the following:

1. The conditional use is permitted in an C-5 Zoning District.
2. The conditional use is consistent with the purpose of these standards and regulations for other digital advertising displays permitted in the county.
3. The conditional use will continue comply with the requirements, performance standards and regulations.
4. The conditional use is compatible with other commercial and industrial uses in the surrounding neighborhood. It will not interfere with any future development in the area, and it will not be detrimental to the health, safety or welfare of the county's inhabitants. The use will not be any different than the on-premise use and therefore will not create any excessive traffic generation, noise, vibration, dust, glare, hear, smoke, fumes, gas, odors or inappropriate hours of operation.
5. The use will not have any off-site impacts.
6. The sign was approved in 2016 and the mixed use will have no impact on the space and access to accommodate the use, and it is absent of environmental constraints.
7. The site plans submitted for the conditional use depicts the functional use for parking, and traffic on the lot, and the existing sign will not interfere with on the lot.
8. There are no changes needed to utilities, roads, fire and police protection to serve the needs of the conditional use. There is no change needed for sewer, water, or storm water drainage.

Thank you for your consideration and we look forward to your questions

Gary Young

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SPECIAL WARRANTY DEED

Recording Requested by and when recorded mail to:

First American Title Insurance Company
168 North Saginaw Street, Unit B
Lapeer, Michigan 48446
Attn: Cindy Nagy

THIS SPECIAL WARRANTY DEED, made this 3rd day of July, 2014, between CAPITAL AUTOMOTIVE HOLDINGS L.L.C., a Delaware limited liability company, whose legal address is c/o Capital Automotive Real Estate Services, Inc., 8270 Greensboro Drive, Suite 950, McLean, Virginia 22102, (the "Grantor"), and 181 REHG, LLC, a Colorado limited liability company (the "Grantee").

WITNESSETH, that the Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee and its successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Arapahoe, State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, as assignee of all of the right, title and interests of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and its successors and assigns forever. Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceful possession of the Grantee, and its successors and assigns, against any and every person or persons lawfully claiming by, through or under Grantor, but not otherwise, SUBJECT TO AND EXCEPT FOR the Permitted Exceptions set forth on Exhibit B attached hereto and incorporated herein by this reference.

STATE DOCUMENTARY FEE \$ 385.00
[END OF TEXT - SIGNATURE PAGE FOLLOWS]

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Type:DT Karen Long, Adams County, CO

WHEN RECORDED MAIL TO:
COLORADO BUSINESS BANK
ATTN: LOAN OPERATIONS
P.O. BOX 8779
DENVER, CO 80201

SEND TAX NOTICES TO:
COLORADO BUSINESS BANK
NORTHWEST
400 CENTENNIAL PKWY.
STE. 100
LOUISVILLE, CO 80027

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated June 30, 2014, among 181 REHG, LLC, A COLORADO LIMITED LIABILITY COMPANY, whose address is 7300 Broadway, Denver, CO 80221 ("Grantor"); COLORADO BUSINESS BANK, whose address is NORTHWEST, 400 CENTENNIAL PKWY., STE. 100, LOUISVILLE, CO 80027 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of ADAMS County, Colorado (referred to below as "Trustee").

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

LOT 2, TURNPIKE-INTERSTATE ADDITION FILING NO. 1 RECORDED JULY 28, 1995 IN MAP BOOK 17 AT PAGE 411 AND CORRECTION RECORDED JUNE 13, 1997 IN BOOK 5029 AT PAGE 899, EXCEPT THAT PART OF SUBJECT PROPERTY TAKEN BY THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN RULE AND ORDER RECORDED JANUARY 12, 1998 IN BOOK 5207 AT PAGE 14. COUNTY OF ADAMS, STATE OF COLORADO

The Real Property or its address is commonly known as 7300 BROADWAY ST, DENVER, CO 80221.

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

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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

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

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

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

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or

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**DEED OF TRUST
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Lender determine the cash value replacement cost of the Property.

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

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

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, reaffid, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be

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

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

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

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures incurred by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

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

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

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

ADDITIONAL DEFAULT. Borrower, Grantor, or any Affiliate of same defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement with Lender.

DUE ON ENCUMBRANCE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust/Mortgage in the event that the Real Property is subjected to a lien or interest in favor of a related or a third party person or entity, including, without limitation, a property or homeowner's association, taxing authority, governmental or quasi-governmental agency or vendor of perishable or agricultural goods, without Lender's prior written consent. This shall include a lien or interest created consensually or by operation of law, or arising from a default under any applicable declarations or covenants affecting the Real Property. It is intended that this due on encumbrance clause be triggered by any lien or interest affecting the Real Property which has not been consented to by Lender in advance and in writing, and which arises after the effective date of Lender's loan policy of title insurance (obtained as of the date of Loan closing as such Loan may be modified or extended), or after Loan closing, as applicable. Provided, however, that this option shall not be exercised by Lender if such exercise is prohibited by applicable federal or state law.

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

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

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

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

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

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

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of DENVER County, State of Colorado.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust, rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of



WASTE CONNECTIONS OF COLO, INC
 DENVER DISTRICT
 5500 FRANKLIN ST
 DENVER, CO 80216-1538
 DISTRICT NO. 5311

ACCOUNT NO. 5311-1077173-001
 INVOICE NO. 3428850
 STATEMENT DATE 04/15/19
 DUE DATE 05/05/19
 BILLING PERIOD 05/01/19-05/31/19

UNSER RACING
 7300 BROADWAY
 DENVER, CO 80221

FOR ASSISTANCE CALL
 Customer Service 303-288-2100
 One Time Payments 855-569-2719

INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$ 310.55
04/03/19	Payment-Thank You - OI Total Payments And Credits	1903200219541 \$ 310.55- \$ 310.55-
	Service Location Acct #1077173-001 Unser Racing 7300 Broadway	
05/01/19	FI 2 Yd 2X Wk Recycle 1 05/01/19-05/31/19	\$ 133.14
05/01/19	Frontload 8 Yd 2X Wk 1 05/01/19-05/31/19	\$ 202.64
05/01/19	Recycle Fee 05/01/19-05/31/19	\$ 13.32
	Fuel & Material Surcharge	\$ 10.07
	Location Totals	\$ 359.17
	Service Location Acct #1077173-003 Unser Racing/C 13600 Eaglerock Road	
03/22/19	Container Removal Fee - C 1328546 1 Each @ \$98.73	\$ 98.73
	Location Totals	\$ 98.73
	Current Charges And Fees	\$ 457.90
	Total Due	\$ 457.90

This invoice is scheduled for automatic payment according to your instructions on our on-line bill pay site at <https://www.wclcusomter.com>.

All balances past 30 days from the statement date will be assessed a finance charge of 1.5% monthly. Balances over 60 days old from the statement date are subject to a service interruption. If your service is stopped due to nonpayment, there will be a \$35.00 reactivation fee. Payments or charges occurring within the last

Please remit to the address below and return your remit stub with your payment.

NNNNNNNNNN



WASTE CONNECTIONS OF COLO, INC
 DENVER DISTRICT
 5500 FRANKLIN ST
 DENVER, CO 80216-1538

ACCOUNT NO. 5311-1077173-001
 INVOICE NO. 3428850
 STATEMENT DATE 04/15/19
 DUE DATE 05/05/19
 PAY THIS AMOUNT 457.90

WRITE AMOUNT PAID	\$
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UNSER RACING
 7300 BROADWAY
 DENVER, CO 80221

MAIL PAYMENT TO:
 WASTE CONNECTIONS OF COLO, INC
 DENVER DISTRICT
 5500 FRANKLIN ST
 DENVER, CO 80216-1538

Online Customer/Account Number: 0049308020104

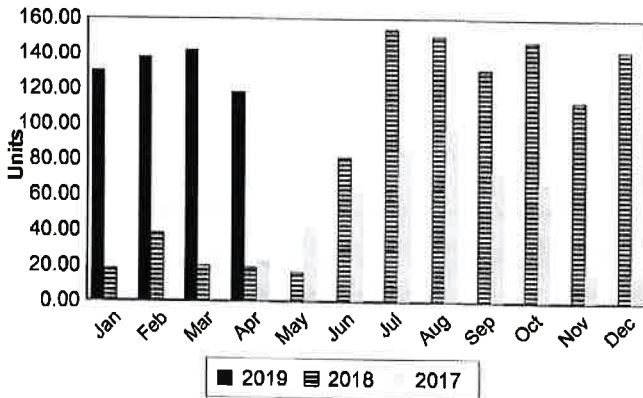
Having problems paying your utility bill? Check out the Thornton Water Assistance program at www.thorntoncares.com/water or call 303-538-7370.

Billing Date 4/19/2019
 Previous Balance \$1,437.82
 Payment(s) (\$1,437.82)
 BALANCE FORWARD \$0.00
 CURRENT CHARGES \$1,244.14
TOTAL AMOUNT DUE \$1,244.14
 Due Date 5/2/2019

Meter Number	Previous Meter Read	Current Meter Read	Days	Water Used in Billing Cycle
Water R10342433B	Date: 3/12/2019 Reading: 5656	Date: 4/10/2019 Reading: 5774	29	Units: 118 Gallons: 118,000

WITHOUT WATER *life would be* **PRETTY DRY**

Usage



ACCOUNT SUMMARY

Previous Bill \$1,437.82
 Payment 4/3/2019 (\$1,437.82)

Balance Forward \$0.00

Actual Water Use Tiered Rate	Usage	Rate	Total Tier Charge
Tier 1 (AWC*)	22.24	\$8.07	\$179.48
Tier 2	95.76	\$8.07	\$772.78
Water Service Charge			\$25.59
Hydrant Service Charge			\$26.88
Water			\$1,004.73
Sewer			\$126.25
Fireline Service Charge			\$111.16
Total New Charges Including Adjustments:			\$1,244.14
TOTAL AMOUNT DUE:			\$1,244.14

✉ Detach and return this portion with your payment
 💻 **PAY ONLINE AT** cityofthornton.net/utilitybilling

Customer Number: 0049308
 Account Number: 020104
 Service Address: 7300 BROADWAY ST

Online Customer/Account Number: 0049308020104

0000

UNSER RACING
 7300 BROADWAY
 DENVER CO 80221-3610

TOTAL AMOUNT DUE \$1,244.14
Due Date 5/2/2019

Amount Paid \$

Thank you for your payment!



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
UNSER RACING AND ENTERTAINMENT 7300 BROADWAY DENVER CO 80221-3610	53-9701460-1	05/10/2019	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	635086564	04/22/2019	\$9,448.78

Your Account is Overdue - Please Pay Immediately

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: Customerservice@xcelenergy.com
 Please Call: 1-800-481-4700
 Hearing Impaired: 1-800-895-4949
 Fax: 1-800-311-0050
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE

Previous Balance	As of 03/20	\$9,792.36
Payment Received	Phone Pay 03/26	-\$5,064.06 CR
Balance Forward		\$4,728.30
Current Charges		\$4,650.68
Non-Recurring Charges / Credits		\$69.80
Amount Due		\$9,448.78

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
302024779	7300 BROADWAY		\$4,650.68
Total			\$4,650.68

NON-RECURRING CHARGES/CREDITS SUMMARY

DESCRIPTION	CURRENT BILL
Late Charge Assessed	\$69.80
Total	\$69.80

INFORMATION ABOUT YOUR BILL

Just a reminder about the past due amount on your account. If you have already sent your payment, thank you. Otherwise, please call 1-800-481-4700 to confirm the status of your account.

Thank you for your payment.

RETURN BOTTOM PORTION WITH YOUR PAYMENT • PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

AV 02 021984 18296B 85 A**5DGT



UNSER RACING AND ENTERTAINMENT
 7300 BROADWAY
 DENVER CO 80221-3610

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-9701460-1	05/10/2019	\$9,448.78	

Please see the back of this bill for more information regarding the late payment charge.
 Make your check payable to XCEL ENERGY

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

UNSER RACING AND ENTERTAINMENT
 XCEL ENERGY
 P.O. BOX 9477
 MPLS MN 55484-9477

31 53051019 97014601 0000047204800000944878

021984 1/4



6

Adams County Commercial Property Profile

Parcel Number: 0171934407018

<u>Owners Name and Address:</u>	<u>Property Address:</u>
181 REHG LLCC/O SCOTT SUTTON 7300 BROADWAY DENVER CO 80221-3610	7300 BROADWAY ST CO

Account Summary

Legal Description

DESC: LOT 2 EXC HIWAY TURNPIKE-INTERSTATE ADDITION FILING NO 1

Subdivision Plat

TURNPIKE INTERSTATE ADDITION FILING NO 1

Account Summary

Account Numbers	Date Added	Tax District	Mill Levy
R0070646	On or Before 01/01/1996	<u>075</u>	105.860

Permits

Permit Cases

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, Gary Young dba StreetMediaGroup, LLC
(the "Applicant") by signing below, hereby declare and certify as follows:

With respect to the property located at:

Physical Address: 7300 Broadway Street, Denver, Colorado 80221

Legal Description: LOT 2 EXC HIWAY TURNPIKE-INTERSTATE ADDITION FILING NO 1

Parcel #(s): 0171934407018

(PLEASE CHECK ONE):

 On the day of , 20 , which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;

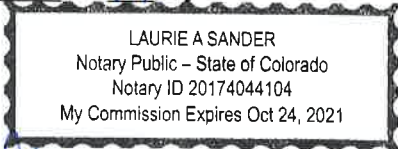
 X or
I/We have searched the records of the Adams County Tax Assessor and the Adams County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein.

Date: 5/22/2019 Applicant: Street Media Group, LLC
By: [Signature]
Print Name: Gary Young
Address: 161 Saturn Drive, Unit 5A
Fort Collins, CO 80525

STATE OF COLORADO)
)
COUNTY OF ADAMS)

Subscribed and sworn to before me this 22nd day of May, 2019, by Gary Young.

Witness my hand and official seal.



My Commission expires: Oct 24, 2021 [Signature]
Notary Public

After Recording Return To: *Name and Address of Person Preparing Legal Description:*

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.