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*
DEVELOPMENT APPLICATION FORM

Application Type:

- [ ] Conceptual Review
- [ ] Preliminary PUD
- [ ] Temporary Use
- [ ] Subdivision, Preliminary
- [ ] Final PUD
- [ ] Variance
- [ ] Subdivision, Final
- [ ] Rezone
- [ ] Conditional Use
- [ ] Plat Correction/ Vacation
- [ ] Special Use
- [x] Other: conversion of Unser Karting and Events signs for off-premise advertising

PROJECT NAME: conversion of Unser Karting and Events signs for off-premise advertising

APPLICANT

Name(s): StreetMediaGroup, LLC
Phone #: 970-659-9070

Address: 161 Saturn Drive, Suite 5A
City, State, Zip: Fort Collins, Colorado 80525
2nd Phone #: 970-420-0807
Email: gary@streetmediagroup.com

OWNER

Name(s): 181 REHG LLC
Phone #: 720-282-5000

Address: 7300 Broadway Street
City, State, Zip: Denver, Colorado 80221
2nd Phone #: Email: ssutton@unserkarting.com

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: Phone #:
Address:
City, State, Zip:
2nd Phone #: Email:
# DESCRIPTION OF SITE

<table>
<thead>
<tr>
<th>Address:</th>
<th>7300 Broadway Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State, Zip:</td>
<td>Denver, Colorado 80221</td>
</tr>
<tr>
<td>Area (acres or square feet):</td>
<td>5.43</td>
</tr>
<tr>
<td>Tax Assessor Parcel Number</td>
<td>0171934407018</td>
</tr>
<tr>
<td>Existing Zoning:</td>
<td>C-5</td>
</tr>
<tr>
<td>Existing Land Use:</td>
<td>Retail Sales, Entertainment</td>
</tr>
<tr>
<td>Proposed Land Use:</td>
<td>no difference in use only content use change on existing signs</td>
</tr>
</tbody>
</table>

Have you attended a Conceptual Review?  YES ☐ NO X ☑

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.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Scott G. Sutton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>5.24.2019</td>
</tr>
</tbody>
</table>

Owner's Printed Name

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Signature</td>
<td></td>
</tr>
</tbody>
</table>
May 23, 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 signs to mix in off-premise messages in with the rotation of existing Unser Karting and Events promotions. The sign is on the northeast corner of the property and is only seen from traveling south on Interstate 25.

The sign have 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 is a paved parking lot and warehouse. 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.

The digital sign is positioned with the digital face to the north which is the face
to be used for a dual purpose of on- and off-premise messages, and the south face would continue to be static for on-premise use.

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 then 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
Existing signs will continue to be used for on-premise messaging, in addition to our request for off-premise use.
No other billboards within 2,000 ft.
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 5th 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]
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

181 REHG, LLC

181 GROUP INC., Manager of 181 REHG, LLC

By: Scott G. Sutton, President of 181 Group Inc.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF Boulder

On this 30th day of June 2014, before me, the undersigned Notary Public, personally appeared Scott G. Sutton, President of 181 Group Inc., Manager of 181 REHG, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By: Scott G. Sutton

Residing at Louisville, CO

Notary Public in and for the State of Colorado

My commission expires 1-28-15

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 as "Lender"); and LENDER'S TRUSTEE, COLORADO BUSINESS BANK, COLORADO BUSINESS BANK ATTN: LOAN OPERATIONS P.O. BOX 8779 DENVER, CO 80201 (referred to below as "Beneficiary"); and the Public Trustee of ADAMS County, Colorado (referred to below as "Public 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 Real Property below described, together with all easements, rights of way, and appurtenances, all water, water rights, gas 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 is a fee simple determinable located in ADAMS County, State of Colorado:

LOT 2, TURNPIKE-INTERSTATE ADDITION FILING NO. 1 RECORDED JULY 26, 1995 IN MAP BOOK 17 AT PAGE 411 AND CORRECTION RECORDED JUNE 13, 1997 IN BOOK 5028 AT PAGE 999, EXCEPT THAT PART OF SUBJECT PROPERTY TAKEN BY THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN RULE AND ORDER RECORDED JANUARY 12, 1996 IN BOOK 5027 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.

Grantee conveys and assigns to Lender (as Beneficiary) all of Grantor's right, title, and interest in and to the Real Property and all rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Real 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.

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.

Due 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 Law, (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 owner or occupant 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 the terms of this 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 or Grantor to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances.

Grantee 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 sequestration of any interest in the Property, whether by foreclosure or otherwise.

NUISANCE, WASTE. Grantor shall not cause, conduct or permit any nuisance or commit, permit, or suffer any stripping of or
waste on or to the Property or any portion of the Property. Without limiting the generality of the forgoing, Grantor will not remove, or grant to any other party, any right to remove, gravel, minerals (including all sand and gravel), coal, clay, loess, soil, salt, gravel or rock products without Lender's prior written consent.

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter, of all governmental authorities applicable to the use or occupancy of the Property, including, without limitation, the Americans With Disabilities Act. Grantor may contest in good faith, in the proper forum, any such laws or regulations, provided that the same do not unreasonably delay compliance during any preceding proceeding. Any agreement, approval, or appeal shall not affect Grantor's obligation under this Deed of Trust. Lender shall notify Grantor in writing prior to doing so and/or any other legal or equitable action to enforce compliance, and Grantor may contest in good faith, in the proper forum, any such laws or regulations, provided that the same do not unreasonably delay compliance during any proceeding. Any agreement, approval, or appeal shall not affect Grantor's obligation under this Deed of Trust.

Duty to Protect. Grantor agrees to return to Lender or to Lender's use, unattended and undamaged, any and all do not and also the net amount of taxes, assessments, charges including water and sewer, fees and impositions levied against or on account of the Property, and shall pay when due all claims for work done or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and accepted as provided in this Deed of Trust.

Right to Enter. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the value of the Property.

Non-Lien. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property. If any mechanic's lien, materialman's lien, or other lien could be perfected as a result of work, services, or materials and the non-lien request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Multiple Insurances. Grantor shall procure and maintain policies of insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid a policy of insurance herein referred to as "Insuring Interest," which shall include all other coverages as described herein. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company having a current rating of A- or better by A.M. Best Company, or its successor or equivalent standard of financial strength.

Additional Insurance. Grantor shall maintain such other insurance as may be required by Lender in connection with the Real Property, including, but not limited to, fire, flood, theft, and theft by car.

Loss of Use. Grantor shall pay all amounts required to repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender.

Insurance Certificates. Grantor shall, upon satisfactory proof of such repairs or replacement, deliver to Lender within ten (10) days of the date of such repairs or replacement, a certificate of Insurance.

Grantee's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance covering: (a) the full insurable value of the Property; (b) the trustee; and (c) the property insurance, the then current replacement value of the Real Property, and the amounts of any insurance policies and the expiration date of the Policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to
DEED OF TRUST (Continued)
necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

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

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

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

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

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

Default on Other Payments. Failure of Grantor within the time period by this Deed of Trust to make any payment for taxes or insurance or any other payment required to be paid by Grantor to prevent foreclosure or other action by a governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Grantor gives written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Death. Grantor's death, as evidenced by a certificate of death from a Governmental Agency.

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

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

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

Insecurable. Lender in good faith believes itself insecure.

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

Election of Remedies. Lender shall have the right to enforce any remedy. Lender may foreclose the security interest granted hereunder or may obtain a Decree of Foreclosure and Sale, either alone or with others, at public or private sale, by forced sale or by any other method, by any other person or entity, or by any other governmental agency, against any property securing the Indebtedness. This includes the abandonment of all or any part of Trustee's or Lender's interests in the Property or any other collateral for the Indebtedness. The Trustee shall have the right to enforce any remedy and to have the Property sold in accordance with the laws of Colorado, including, but not limited to, Trustee's fees, attorney's fees, and the cost of the sale, and at the sale to be sold to the highest bidder, for the highest price, for cash, subject to the rights of any other persons or lienholders, or to accept a cash tender or any other payment in full satisfaction of the Indebtedness. Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right to collect all rents and other income from the Property, to account for the same, and to apply the net proceeds, or any part thereof, to reduce the Indebtedness, and for any other purpose for the benefit of Lender. Any今天我们是针对ajaran的规则和方法。
with the power to protect and preserve the Property, to operate the Property so as to prevent foreclosure or sale, and to collect the Rents from the Property and apply the proceeds of the sale of the Property, or any part thereof, to the repayment of the entire indebtedness, or in part thereof, as desired. 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 property is then in default, and the proceeds of any sale of the Property are not sufficiently realized to pay 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, Lender shall become a tenant at sufferance of Grantor. The term of the租赁 shall be for so long as the indebtedness for which the Property is mortgaged shall remain unpaid. Employment or any payment by Lender shall not disqualify a person from serving as a tenant at sufferance. Any possession of the Property by the Lender shall not vest in the Lender an estate of any nature.

Said in the Property, the Lender shall be entitled to exercise its rights and remedies, including without limitation, the right to sell the Property in one sale or in 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 by the Deed of Trust or pursuant to judicial proceedings, if the holder of any other deed of trust or mortgage has a prior right to the possession or sale of any part of the Property, the proceeds of such sale shall be applied to the payment of the obligations of such holder in the manner prescribed by law. In the event Lender is the holder of a deed of trust, the Lender shall have the right to receive the entire proceeds of any sale of the Property, regardless of any 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.

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Said in the Property, the Lender shall be entitled to exercise its rights and remedies, including without limitation, the right to sell the Property in one sale or in 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 by the Deed of Trust or pursuant to judicial proceedings, if the holder of any other deed of trust or mortgage has a prior right to the possession or sale of any part of the Property, the proceeds of such sale shall be applied to the payment of the obligations of such holder in the manner prescribed by law. In the event Lender is the holder of a deed of trust, the Lender shall have the right to receive the entire proceeds of any sale of the Property, regardless of any 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, Lender shall become a tenant at sufferance of Grantor. The term of the租赁 shall be for so long as the indebtedness for which the Property is mortgaged shall remain unpaid. Employment or any payment by Lender shall not disqualify a person from serving as a tenant at sufferance. Any possession of the Property by the Lender shall not vest in the Lender an estate of any nature.

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

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

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

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

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

Definitions. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to them in the Uniform Commercial Code. The Property shall mean all buildings, structures, improvements, fixtures, personal property, and all other items located on the Real Property.

Beneficiary. The word “Beneficiary” means COLORADO BUSINESS BANK, and its successors and assigns.

Borrower. The word “Borrower” means 181 REHG, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

Default. The word “Default” means the Default set forth in this Deed of Trust in the section titled “Default”.


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

Grantor. The word “Grantor” means 181 REHG, LLC.

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

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

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

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

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

Lender. The word “Lender” means COLORADO BUSINESS BANK, its successors and assigns.

Note. The word “Note” means the promissory note dated June 30, 2014, in the original principal amount of $2,725,732.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words “Personal Property” mean all equipment, fixtures, and other personal property of any kind or description owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all additions, parts, and additions to, and all replacements of, and all substitutions for, any of such property, and together with all proceeds including without limitation all insurance proceeds and refunds of premium from any sale or other disposition of the Property.

Property. The word “Property” means collectively the Real Property and the Personal Property.

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

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

Rents. The word “Rents” means all present and future rents, revenues, income, issues, royalties, profits, and other benefits deriving from the Property.

Trustee. The word “Trustee” means the Public Trustee of ADAMS COUNTY, CO.
## INVOICE STATEMENT

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/03/19</td>
<td>Previous Balance</td>
<td>$ 310.55</td>
</tr>
<tr>
<td>04/03/19</td>
<td>Payment-Thank You - Q</td>
<td>$ 310.55</td>
</tr>
<tr>
<td>04/03/19</td>
<td>Total Payments And Credits</td>
<td>$ 310.55</td>
</tr>
<tr>
<td>05/01/19</td>
<td>Service Location</td>
<td></td>
</tr>
<tr>
<td>05/01/19</td>
<td>Acct #1077173-001</td>
<td>$ 133.14</td>
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<tr>
<td>05/01/19</td>
<td>P1 2 Yd 2X Wk Recycle 1</td>
<td></td>
</tr>
<tr>
<td>05/01/19</td>
<td>Frontload 8 Yd 2X Wk 1</td>
<td>$ 202.64</td>
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<td>05/01/19</td>
<td>Recycle Fee</td>
<td>$ 13.32</td>
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<tr>
<td>05/01/19</td>
<td>Fuel &amp; Material Surcharge</td>
<td>$ 10.07</td>
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<tr>
<td></td>
<td>Location Totals</td>
<td>$ 359.17</td>
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<tr>
<td>03/22/19</td>
<td>Service Location</td>
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</tr>
<tr>
<td>03/22/19</td>
<td>Acct #1077173-003</td>
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</tr>
<tr>
<td>03/22/19</td>
<td>Container Removal Fee - C</td>
<td>$ 98.73</td>
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<tr>
<td></td>
<td>1 Each @ $98.73</td>
<td>$ 98.73</td>
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<tr>
<td></td>
<td>Location Totals</td>
<td>$ 457.90</td>
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<tr>
<td></td>
<td>Current Charges And Fees</td>
<td>$ 457.90</td>
</tr>
<tr>
<td></td>
<td>Total Due</td>
<td></td>
</tr>
</tbody>
</table>

This invoice is scheduled for automatic payment according to your instructions on our on-line bill pay site at https://www.wcicustomer.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.
MAILING ADDRESS
UNSER RACING AND ENTERTAINMENT
7300 BROADWAY
DENVER CO 80221-3810

ACCOUNT NUMBER
53-9701460-1

DUE DATE
05/10/2019

STATEMENT NUMBER
635086554

STATEMENT DATE
04/22/2019

AMOUNT DUE
$9,448.78

QUESTIONs ABOUT YOUR BILL?
See our website: xcelenergy.com
Email us at: Customerservice@xcelenergy.com
Please Call: 1-800-481-4700
Hearing Impaired: 1-800-866-4949
Fax: 1-800-311-0060
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
302024779

PREMISES IDENTIFIER
7300 BROADWAY

PREMISES DESCRIPTOR

CURRENT BILL
$4,650.68

NON-RECURRING CHARGES/CREDITS SUMMARY
DESCRIPTION
Late Charge Assessed

CURRENT BILL
$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

ACCOUNT NUMBER
53-9701460-1

DUE DATE
05/10/2019

ACCOUNT NUMBER
53-9701460-1

DUE DATE
05/10/2019

AMOUNT DUE
$9,448.78

AMOUNT ENCLOSED

MAY

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

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

XCEL ENERGY
P.O. BOX 9477
MPLS MN 55484-9477

31 53051019 97014601 0000004720480000944878
Having problems paying your utility bill? Check out the Thornton Water Assistance program at www.thorntoncares.com/water or call 303-538-7370.

**ACCOUNT SUMMARY**

**Previous Bill**

$1,437.82

**Payment 4/3/2019**

($1,437.82)

**Balance Forward**

$0.00

**Actual Water Use Tiered Rate**

<table>
<thead>
<tr>
<th>Usage</th>
<th>Rate</th>
<th>Total Tier Charge</th>
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</thead>
<tbody>
<tr>
<td>Tier 1 (AWC*)</td>
<td>22.24</td>
<td>$8.07</td>
</tr>
<tr>
<td>Tier 2</td>
<td>95.76</td>
<td>$8.07</td>
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<tr>
<td>Water Service Charge</td>
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</tr>
<tr>
<td>Hydrant Service Charge</td>
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</tbody>
</table>

**Water**

$1,004.73

**Sewer**

$288.25

**Fireline Service Charge**

$111.16

**Total New Charges Including Adjustments:**

$1,244.14

**TOTAL AMOUNT DUE:**

$1,244.14
Adams County
Commercial Property Profile

Parcel Number: 0171934407018

<table>
<thead>
<tr>
<th>Owners Name and Address:</th>
<th>Property Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>181 REHG LLCC/O SCOTT SUTTON</td>
<td>7300 BROADWAY ST CO</td>
</tr>
<tr>
<td>7300 BROADWAY DENVER CO 80221-3610</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Account Numbers</th>
<th>Date Added</th>
<th>Tax District</th>
<th>Mill Levy</th>
</tr>
</thead>
<tbody>
<tr>
<td>R0070646</td>
<td>On or Before 01/01/1996</td>
<td>075</td>
<td>105.860</td>
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</table>

Permits

Permit Cases
# Statement Of Taxes Due

**Account Number:** R0070646  
**Parcel:** 017:934407018  
**Assessed To:** 181 REHG LLC  
**C/O:** SCOTT SUTTON  
**3700 BROADWAY**  
**DENVER, CO 80221-3610**

## Legal Description
**DESC:** LOT 2 EXC HIWAY TURNPIKE-INTERSTATE ADDITION FILING NO 1  
**Site Address:** 3700 BROADWAY ST

<table>
<thead>
<tr>
<th>Year</th>
<th>Tax</th>
<th>Interest</th>
<th>Fees</th>
<th>Payments</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Tax Charge</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>$107,447.90</td>
<td>$1,074.48</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$108,522.38</td>
</tr>
<tr>
<td><strong>Total Tax Charge</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$108,522.38</td>
</tr>
<tr>
<td><strong>Lien</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017 Lien: 2017-15205</td>
<td>$109,725.12</td>
<td>$10,058.14</td>
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<td>$0.00</td>
<td>$119,783.26</td>
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<td>2016 Lien: 2017-15205</td>
<td>$126,729.75</td>
<td>$22,072.10</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$148,801.85</td>
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<td>2016</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$7.00</td>
<td>$0.00</td>
<td>$7.00</td>
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<tr>
<td><strong>Total Lien</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$268,592.11</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$377,114.49</td>
</tr>
</tbody>
</table>

**Grand Total Due as of 05/09/2019:** $377,114.49

Tax Billed at 2018 Rates for Tax Area 075 - 075

<table>
<thead>
<tr>
<th>Authority</th>
<th>Mill Levy</th>
<th>Amount</th>
<th>Values</th>
<th>Actual</th>
<th>Assessed</th>
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<tbody>
<tr>
<td>RANGEVIEW LIBRARY DISTRICT</td>
<td>3.6660000</td>
<td>$3,720.99</td>
<td>COMM LND MERCHANDIS</td>
<td>$1,538,017</td>
<td>$446,020</td>
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<tr>
<td>ADAMS COUNTY FIRE PROTECTIO</td>
<td>16.650000</td>
<td>$16,899.75</td>
<td>MERCHANDISING</td>
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<tr>
<td>GENERAL</td>
<td>22.640000</td>
<td>$22,979.61</td>
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</tr>
<tr>
<td>RETIREMENT</td>
<td>0.3140000</td>
<td>$318.71</td>
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<tr>
<td>ROAD/BRIDGE</td>
<td>1.300000</td>
<td>$1,319.50</td>
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<tr>
<td>DEVELOPMENTALLY DISABLED</td>
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<td>SD 1 BOND</td>
<td>19.987000</td>
<td>$20,286.80</td>
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<tr>
<td>SD 1 GENERAL</td>
<td>37.873000</td>
<td>$38,441.09</td>
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</tr>
<tr>
<td>URBAN DRAINAGE SOUTH PLATTE</td>
<td>0.0940000*</td>
<td>$95.41</td>
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<tr>
<td>URBAN DRAINAGE &amp; FLOOD CONT</td>
<td>0.7260000*</td>
<td>$736.89</td>
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<tr>
<td>SOCIAL SERVICES</td>
<td>2.353000</td>
<td>$2,388.29</td>
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<tr>
<td><strong>Taxes Billed 2018</strong></td>
<td>105.860000</td>
<td>$107,447.90</td>
<td></td>
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</tr>
</tbody>
</table>

* Credit Levy

---

**Adams County Treasurer**  
4430 S Adams County Parkway Suite C2438  
Brighton, CO 80601  
720-523-6160

**NEW SATELLITE OFFICE**  
11860 Pecos Street  
Westminster, CO 80234  
Mon, Tue, Wed, Thu 7:30 am - 5 pm

---

*Will be paid till by June 10th, 2019*
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 TURPIKE-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;

___ 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: StreetMediaGroup, LLC

By: ______________________
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

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.