

APPLICATION

FOR ENCROACHMENTS & ENCUMBRANCES IN THE PUBLIC RIGHT-OF-WAY

An Encroachment Permit is required prior to placing privately-owned improvements ("Encroachment" or "Encumbrance") in the public Right-of-Way (ROW). Only Encroachment Permit Applications in accordance with <u>Rules and Regulations</u> and <u>Permit Entrance Requirements</u> for Encroachments in the Public Right-of-Way will be considered by the Department of Transportation & Infrastructure (DOTI). It is the City's sole discretion whether to grant an Encroachment Permit based on any facts the City feels are relevant. Approval is not guaranteed.

To apply, complete this application and submit together with required application materials in accordance with the Permit Entrance Requirements to DOTI.ER@denvergov.org. Please type or print clearly. If necessary, attach additional sheets to fully answer any of the following sections. Incomplete applications packages will not be accepted. Questions on this application or the process can be sent to DOTI.ER@denvergov.org.

	ication is for Tier Determination only. If checked, the project will not be submitted confirmation, and remaining submittal requirements, are received by owner.
ADJACENT PF	ROPERTY OWNER:
Permittee and is the r	y owner or Authorized Special District will be the Encroachment Owner and responsible party for the Encroachment in accordance with the Rules and
Regulations, includin	g all fees and annual billing.
Company Name:	
Contact Name:	
Property Address:	
Billing Address:	
Phone:	Email:
PRIMARY CON	NTACT:
Company Name:	
Contact Name:	
Address:	
Phone:	Fmail [.]

City and County of Denver — Department of Transportation & Infrastructure

Right-of-Way Services | Engineering & Regulatory 201 West Colfax Ave. Dept. 507 | Denver, CO 80202 www.denvergov.org/doti

Email: DOTI.ER@denvergov.org Phone: 720-865-3003



ENCROACHMENT INFORMATION:

Project Name:
Adjacent Property Address:
Coordinates (Lat/Long):
Encroachment Area, in SF:
Is this project associated with a LAND DEVELOPMENT REVIEW?
Yes 🗌 No 📗 If 'Yes', provide Project Master, Site Plan and/or Concept Development Project Numbers:
Is the proposed encroachment located in <u>Future</u> Right-of-Way? Finalizing permit and/or processing resolution for the Encroachment will not occur until the ROW dedication is finalized.
Yes 🗌 No 📗 If 'Yes', provide ROW Dedication Project Number:
Location Description: (e.g. Located on the South side of 23rd Ave, twenty (20) feet from face of curb, and ten (10) feet west of pavement on Private Drive.)
Description of Engraphy ant
Description of Encroachment: Describe the proposed encroachment, including the type and quantity of objects.
Describe the proposed enerodenment, melading the type and quantity or especie.
Reason for Private Improvements in the Public ROW: Private improvements should be located on private property. Only in cases where there are physical constraints that preclude the placement of private improvements on private property that an encroachment may be considered within the right-of-way. Make your case as to why this is a good use of the public right-of-way.



ATTESTATION:

By submitting this permit application and signing below, I understand and agree to the following:

- That I am the property owner adjacent to the Encroachment Area, or the authorized representative of a Special District, that
 is responsible for the placement, maintenance, repair, replacement, removal, site restoration, ownership, or is otherwise
 responsible for the Encroachment in accordance with the Rules & Regulations for Encroachments and Encumbrances in
 the Public Right-of-Way.
- That it is the City's sole discretion to classify the Tier of an Encroachment and whether to grant an Encroachment Permit
 based on any facts the City feels are relevant. The issuance of an Encroachment Permit confers no rights to the Right-ofWay, the Encroachment Permit is revocable and DOTI can order the removal of the Encroachment and restoration of the
 Encroachment Area for any reason the City feels relevant.
- 3. Permittee agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to an Encroachment Permit and the Encroachment ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Permittee or its subcontractors either passive or active, irrespective of fault, including City's negligence whether active or passive.
- 4. Permittee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Permittee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- 5. Permittee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- Insurance coverage requirements specified in an Encroachment Permit shall in no way lessen or limit the liability of Permittee under the terms of this indemnification obligation. Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- 7. This defense and indemnification obligation shall survive the expiration or termination of any issued Encroachment Permit.
- 8. Permittee is fully responsible for all costs to install, maintain, repair, replace, remove, and restore the Encroachment Area, including annual City Encroachment Permit Fees. A lien will be placed on the Permittee's property for failure to remove a revoked or abandoned Encroachment for cost incurred by CCD to remove the Encroachment and restore the Encroachment Area on behalf of the Permittee.
- 9. Indemnity and Insurance for Tier I and Tier II Encroachments: Pursuant to and not superseding any General Terms and Conditions, as a condition for placement of a Tier I or Tier II Encroachment, the Owner of such Tier I or Tier II Encroachment shall hold CCD harmless from all loss or damage to persons or property on account of injury arising from the construction, repair, or maintenance of the Tier I or Tier II Encroachment. Obtain and Maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.
- 10. Indemnity and Insurance for Tier III Encroachments: Pursuant to and not superseding any General Terms and Conditions, as a condition for placement of a Tier III Encroachment, the Owner of such Tier III Encroachment shall hold CCD harmless from all loss or damage to persons or property on account of injury arising from the construction, repair, or maintenance of the Tier III Encroachment. Obtain and Maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$5,000,000 policy aggregate. A combination of primary and excess coverage may be used to meet the aggregate limit. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.

ADJACENT PROPERTY OWNER SIGNATURE:	See Attached	DATE:	
PRINT NAME:		TITLE:	
COMPANY:			

Owner: West 8th Partners, LLC

By: Motive Builders, LLC

Its: Manager

Ву:_____

James M. Cauley, Jr.

Title: Manage

E-mail: jun@motiveip.com

Phone: 303.888.7525



SUBMITTAL CHECKLIST

FOR ENCROACHMENTS & ENCUMBRANCES IN THE PUBLIC RIGHT-OF-WAY

Any Submittal not meeting all minimum checklist criteria herein will be rejected as incomplete.

Encroachments shall be in accordance with:
Rules and Regulations Governing Encroachments & Encumbrances in the Public Right-of-Way
Transportation Standards and Details for the Engineering Division
Application
Signed by adjacent property owner as owner of Encroachment or authorized Special District representative
Evidence of Adjacent Property Ownership & Property Legal Description
Required for all Encroachment Permit Applications
Current Title Work/Warranty Deed confirming ownership and legal description for adjacent property
Property Legal Description in Word format
Logal Description scaled and signed by a Professional Land Surveyor licensed in Colorada
Legal Description sealed and signed by a Professional Land Surveyor licensed in Colorado Required for Tier II Underground Encroachments and all Tier III Encroachments, can be submitted after 1st review
Encroachment Area Legal Description and Exhibit(s) in PDF format stamped and signed by PLS
Encroachment Area Legal Description in Word format
Site Plans sealed and signed by a Professional Engineer licensed in Colorado
GENERAL
Vicinity map
North arrows and numerical and bar scales (Scale not to exceed 1" = 40')
Legend
PE stamp area
Plan set date and revision number (if applicable)
PLAN VIEW
Show, label and dimension existing and proposed final site conditions, including but not limited to the following (aeria
imagery is allowed; however, it does not replace requirement for accurately scaled engineering drawings):
Property lines, right-of-way width
Edge of pavement, curb and gutter, sidewalks, nearby driveways and alleys
Street lights, pedestrian lights, signal poles, utility poles
Surface utility features (e.g. cabinets, handholes, manholes, inlets, vaults, valves, fire hydrants)
Regulatory Floodplain boundaries (FEMA)
Underground and overhead utilities (e.g. water, sewer, power, communications, gas, irrigation)
Trees and landscaping in the ROW Street names and adjacent property address(es)
Regional Transportation District (RTD) bus stop with any amenities
Location and size of Encroachment – Show and dimension limits of both above and below ground elements

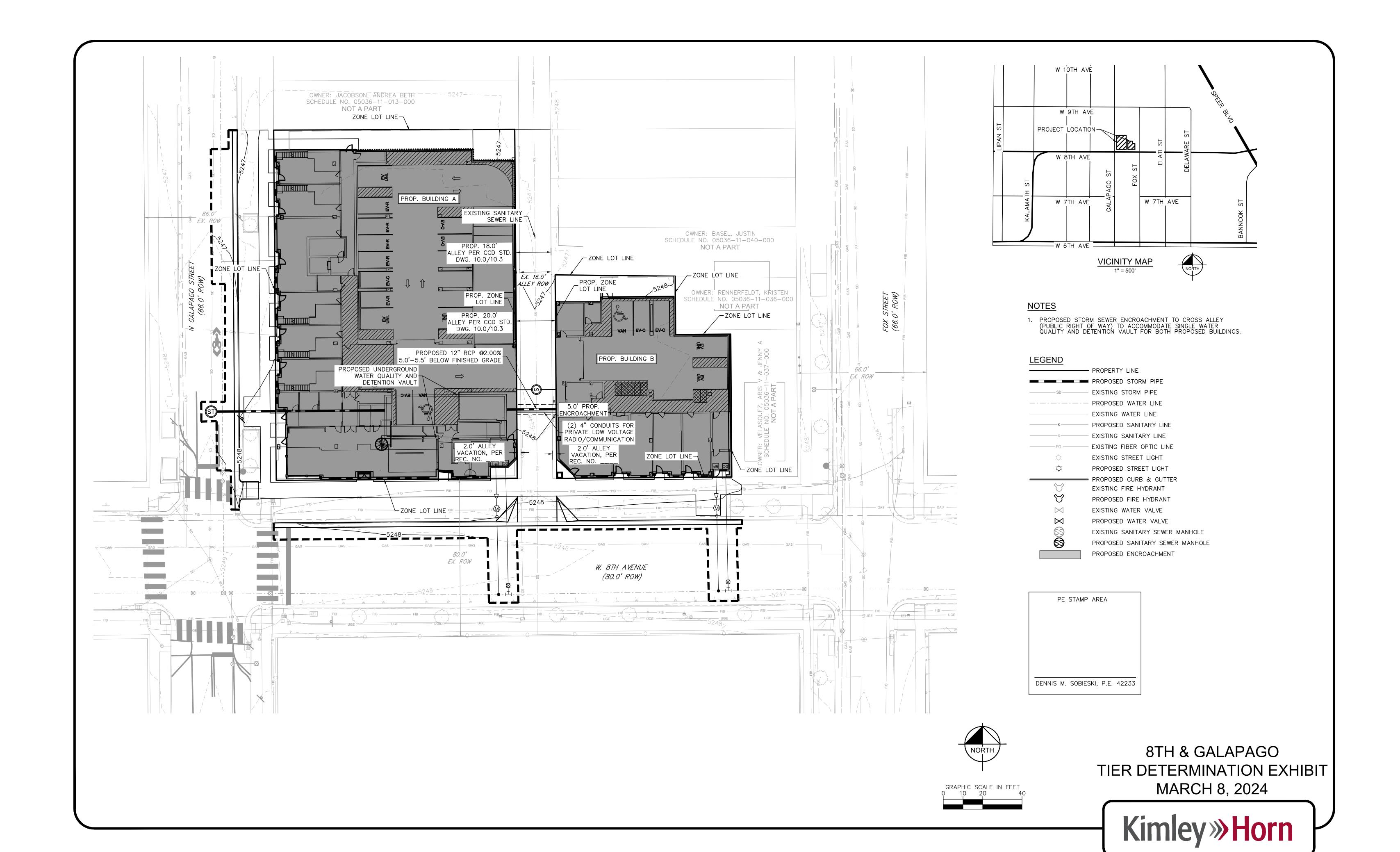
City and County of Denver — Department of Transportation & Infrastructure

Right-of-Way Services | Engineering & Regulatory 201 West Colfax Ave. Dept. 507 | Denver, CO 80202

www.denvergov.org/doti Phone: 720-865-3003



☐ Construction Materials ☐ Projection from building					
Distance from Encroachment to the nearest flowline					
Distance from Encroachment to the hearest howline Distance from Encroachment to any other Streetscape feature/obstruction in the vicinity					
	Distance from property line to back of curb				
	Electrical service alignment, electrical connection location, and voltage/amps				
No proposed Encroachments located in the intersection clear zone per Transportation Std. Dwg. 7.9					
The proposed Energacians	ones rocated in the inte	arbeetien elear zerie per	Transportation Star Briging		
ELEVATION OR CROSS-SECTION	VIEWS				
Location and size of Encr	roachment – Show and	I dimension limits of bot	n above and below ground	elements	
Existing and final grade					
Existing utilities and thei	r size and depth				
Vertical height/clearance		from finish grade			
_ ,		5			
DETAIL SHEET(S)					
Manufacturer's and/or co					
Referenced City detail(s)	-		nd elevation view(s)		
Office of the Forester's (etail and notes			
Special, non-standard, o	r modified City details				
STRUCTURAL PLANS Not A	Applicable				
Structural plans					
Manufacturers certification	on				
ADDITIONAL REQUIRED MATERI	AL(s) Not Applicat	ole			
Approval from applicable	reviewing authorities	(e.g. design review dist	rict, floodplain, Arts & Ven	ues)	
	=		tion for review by the City	=	
COMMENT RESOLUTION SHEET(ot Applicable for 1st Subr	nittal		
Reviewer's and Agency Na	ame				
Review comments (revie	wer comments must b	e verbatim)			
Formal written response	to each comment				
Fees:					
Fees must be paid immediate	elv after FR provides a p	roject number and invoic	e for your application.		
Fees (Non-Refundable):	Tier I Encroachment:	Tier II Encroachment:	Tier III Encroachment:		
Initial Processing	No Fee	\$1,500.00	\$1,500.00		
Legal Description Review	N/A	\$300.00	\$300.00		
Resolution Review	, N/A	N/A	\$300.00		
Annual Permit	No Fee	\$200.00	\$200.00		
		,	,		
Attestation:					
I hereby attest that the above	e information is incorpo	rated into the Encroachn	nent Application and plan s	ubmittal:	
SIGNATURE	·				
Davis Nasas	Faces:				
COMPANY:		LIVIAIL.			
CONTAINT.					





Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: <u>ABJ70694990.1-2</u> Date: <u>06/04/2024</u>

Property Address: 621 W 8TH AVE AND 607 W 8TH AVE, DENVER, CO 80204

For Closing Assistance

For Title Assistance

Mary Clarke Gentry 5975 GREENWOOD PLAZA BLVD GREENWOOD VILLAGE, CO 80111 (303) 850-4198 (Work) mclarke@ltgc.com

Seller/Owner

MOTIVE BUILDERS, LLC Attention: JAMES M. CAULEY, JR 5740 OAK CREEK LANE GREENWOOD VILLAGE, CO 80121 (303) 888-7525 (Cell) jim@motiveip.com Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: <u>ABJ70694990.1-2</u> **Date:** <u>06/04/2024</u>

Property Address: 621 W 8TH AVE AND 607 W 8TH AVE, DENVER, CO 80204

Seller(s): WEST 8TH PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Buyer(s): A BUYER TO BE DETERMINED

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 06-17-06	TBD
TOTAL	TBD

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

Denver county recorded 12/22/2021 under reception no. 2021233637

Denver county recorded 02/25/2002 under reception no. 2002037758

Plat Map(s):

<u>Denver county recorded 11/09/1880 at book 2 page 82A</u> <u>Denver county recorded 09/16/1870 at book 1 page 16</u>

Old Republic National Title Insurance Company Schedule A

Order Number: <u>ABJ70694990.1-2</u>

Property Address:

621 W 8TH AVE AND 607 W 8TH AVE, DENVER, CO 80204

1. Effective Date:

06/04/2024 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Proposed Insured: A BUYER TO BE DETERMINED TBD

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

WEST 8TH PARTNERS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

Old Republic National Title Insurance Company Schedule A

Order Number: ABJ70694990.1-2

ZONE LOT A

<u>LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 4, ELMWOOD</u> ADDITION TO THE CITY OF DENVER, AND LOTS 14 THROUGH 16, INCLUSIVE, BLOCK 16, SMITH'S ADDITION TO THE CITY OF DENVER, <u>EXCEPTING THE EASTERLY 2.00 FEET THEREOF.</u>

ZONE LOT B:

A PARCEL OF LAND BEING A PORTION OF LOTS 5 THROUGH 8, INCLUSIVE, BLOCK 4, ELMWOOD ADDITION TO THE CITY OF DENVER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE DENVER RANGE POINT AT THE INTERSECTION OF WEST 9TH AVENUE AND GALAPAGO STREET, AS MONUMENTED BY A FOUND CHISELED CROSS ON STONE IN RANGE BOX, WHENCE THE DENVER RANGE POINT AT THE INTERSECTION OF WEST 9TH AVENUE AND ELATI STREET, AS MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP STAMPED "FALCON SURVEYING INC. 34183 CITY & COUNTY OF DENVER RANGE POINT" IN RANGE BOX, BEARS N89°48'58"E, A DISTANCE OF 664.07 FEET, ALONG THE 20' RANGE LINE OF SAID WEST 9TH AVENUE, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE S22°48'40"E, A DISTANCE OF 497.41 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8, BLOCK 4, AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 4, S89°23'47"E, A DISTANCE OF 61.01 FEET; THENCE S00°24'54"E, A DISTANCE OF 29.63 FEET;

THENCE N89°36'22"E, A DISTANCE OF 28.00 FEET;

THENCE S00°24'54"E, A DISTANCE OF 72.65 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5, BLOCK 4.

THENCE ALONG SAID SOUTH LINE, S89°35'04"W, A DISTANCE OF 89.00 FEET;

THENCE BEING 2.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 5 THROUGH 8, INCLUSIVE, BLOCK 4, N00°24'54"W, A DISTANCE OF 103.37 FEET THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY: WILLIE KONISHI, P.E.
FOR AND ON BEHALF OF KIMLEY-HORN
6200 S. SYRACUSE WAY, STE. 300
GREENWOOD VILLAGE, CO 80111

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Old Republic National Title Insurance Company Schedule B, Part I (Requirements)

Order Number: <u>ABJ70694990.1-2</u>

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

Old Republic National Title Insurance Company Schedule B, Part II

(Exceptions)

Order Number: <u>ABJ70694990.1-2</u>

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 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.
- 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 7. (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.
- 8. EXISTING LEASES AND TENANCIES, IF ANY.
- 9. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON SURVEY CERTIFIED JANUARY 14, 2021 PREPARED BY AEI CONSULTANTS, JOB #432467

SAID DOCUMENT STORED AS OUR IMAGE 41781189

A. FENCES ARE NOT COINCIDENT WITH LOT LINES
B. UTILITY LINES CROSS PROPERTY AND RIGHT OF WAY WITHOUT BENEFIT OF RECORDED EASEMENT

10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 20230670 RECORDED AUGUST 10, 2023 UNDER RECEPTION NO. 2023076889.



Land Title Guarantee Company Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

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

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

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurancy Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

and

• The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the
 course of our business, but only to the extent necessary for these providers to perform their services and to
 provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this
- (g)"Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a)the Notice:
 - (b)the Commitment to Issue Policy;
 - (c) the Commitment Conditions:
 - (d)Schedule A:
 - (e)Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g)a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

- (a)Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d)The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9 ARRITRATION

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

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by: Land Title Guarantee Company 3033 East First Avenue Suite 600 Denver, Colorado 80206 303-321-1880

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com

By CMONICO Pr

President

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Department of Public Works Engineering, Regulatory, & Analytics

201 W. Colfax Ave., Dept. 507 Denver, Colorado 80202-5304 (720) 865-3003

denver.pwera@denvergov.org

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Tier III 8th Ave and Galapago Storm Sewer and Conduit

10/09/2024

Review ID:

Location:

Master ID: 2022-PROJMSTR-0000453

Project Type:

Tier III Encroachment Resolution

2024-ENCROACHMENT-0000059

Review Phase:

Any denials listed below must be rectified in writing to this office before project approval is granted.

Review End Date:

05/03/2024

Reviewing Agency: DS Transportation Review

8th and Galapago Street

Review Status: Approved w/Conditions

Review Status: Approved - No Response

Reviewers Name: Matt Steder

Reviewers Email: Matt.Steder@denvergov.org

Status Date: 04/15/2024

Status: Approved w/Conditions

Comments: For reference, there are no exceptions to the proposed encroachments from DES Transportation.

1. The Tier III Encroachments (i.e. 12" RCP Storm Sewer and 4" Non-Metallic Conduits) are to be identified on

TEP/SDP and identified by name and type matching the encroachment permit.

2. The Tier III Encroachments permit number(s) shall be identified on TEP when available.

Reviewing Agency: DS Project Coordinator Review

Reviewers Name: Tiffany Holcomb

Reviewers Email: Tiffany.Holcomb@denvergov.org

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: Survey Review Review Reproved Review Status: Approved

Reviewers Name: Dana Sperling

Reviewers Email: Dana.Sperling@denvergov.org

Status Date: 08/21/2024 Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000059 - Tier III 8th Ave and Galapago Storm Sewer and Conduit

Reviewing Agency/Company: DOTI-SURVEY

Reviewers Name: DANA SPERLING Reviewers Phone: 7204565207

Reviewers Email: danasperling642@msn.com

Approval Status: Approved

Comments:

Approved descriptions are in the are in the Approved Legal Descriptions folder

Status Date: 05/02/2024 Status: Denied

Comments: survey comments are in the redlines folder

Reviewing Agency: DES Wastewater Review Review Review Status: Approved

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Tier III 8th Ave and Galapago Storm Sewer and Conduit

10/09/2024

Master ID: 2022-PROJMSTR-0000453 Project Type: Tier III Encroachment Resolution

Review ID: 2024-ENCROACHMENT-0000059 Review Phase:

Location: 8th and Galapago Street **Review End Date:** 05/03/2024

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewers Name: Zhixu Yuan

Reviewers Email: Zhixu.Yuan@denvergov.org

Status Date: 10/09/2024 Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000059 - Tier III 8th Ave and Galapago Storm Sewer and Conduit

Reviewing Agency/Company: DS-WW

Reviewers Name: zhixu Yuan Reviewers Phone: 7208653140

Reviewers Email: zhixu.yuan@denvergov.org

Approval Status: Approved

Comments:

Status Date: 05/02/2024

Status: Approved w/Conditions

Comments: Provide required clearance with the existing public sanitary sewer.

Reviewing Agency: City Council Referral Review Status: Approved - No Response

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: CenturyLink Referral Review Status: Approved - No Response

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: Xcel Referral Review Status: Approved w/Conditions

Status Date: 08/27/2024

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000059 - Tier III 8th Ave and Galapago Storm Sewer and Conduit

Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy

Reviewers Name: Donna George Reviewers Phone: 3035713306

Reviewers Email: Donna.L.George@xcelenergy.com

Approval Status: Approved with conditions

Comments:

PSCo/Xcel Energy has existing overhead and underground facilities linked by a pole within the alley that will be

removed via www.xcelenergy.com/InstallAndConnect.

Please contact Colorado 811 before excavating. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Please be aware that all risk and responsibility for this request are unilaterally that of the

Applicant/Requestor.

Status Date: 05/06/2024

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Tier III 8th Ave and Galapago Storm Sewer and Conduit

10/09/2024

Master ID: 2022-PROJMSTR-0000453 Project Type: Tier III Encroachment Resolution

Review ID: 2024-ENCROACHMENT-0000059 Review Phase:

Location: 8th and Galapago Street Review End Date: 05/03/2024

Any denials listed below must be rectified in writing to this office before project approval is granted.

Status: Denied

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000059 - Tier III 8th Ave and Galapago Storm Sewer and Conduit

Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy

Reviewers Name: Donna George Reviewers Phone: 3035713306

Reviewers Email: Donna.L.George@xcelenergy.com

Approval Status: Denied

Comments:

PSCo/Xcel Energy has existing overhead and underground facilities linked by a pole within the alley - please show

the overhead lines and pole on the plan.

Note that the pole must be at least 3-feet away from the proposed vault.

Bear in mind that per the National Electric Safety Code, a minimum 10-foot radial clearance must be maintained at all times from all overhead electric facilities including, but not limited to, CONSTRUCTION activities and permanent

structures.

Please contact Colorado 811 before excavating. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Please be aware that all risk and responsibility for this request are unilaterally that of the

Applicant/Requestor.

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: RTD Referral Review Status: Approved

Status Date: 05/06/2024 Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000059 - Tier III 8th Ave and Galapago Storm Sewer and Conduit

Reviewing Agency/Company: RTD Reviewers Name: clayton s woodruff Reviewers Phone: 303-299-2943

 $Reviewers\ Email:\ Clayton.woodruff@rtd-denver.com$

Approval Status: Approved

Comments:

This review is for Design concepts and to identify any necessary improvements to RTD stops and property affected by the design. This review of the plans does not eliminate the need to acquire, and/or go through the acquisition process of any agreements, easements or permits that may be required by the RTD for any work on or around our

facilities and property.

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: Comcast Referral Review Status: Approved - No Response

Status Date: 05/04/2024

2024-ENCROACHMENT-0000059

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Tier III 8th Ave and Galapago Storm Sewer and Conduit

10/09/2024

Master ID: 2022-PROJMSTR-0000453 Project Type: Tier III Encroachment Resolution

Review ID: 2024-ENCROACHMENT-0000059 Review Phase:

Location: 8th and Galapago Street **Review End Date:** 05/03/2024

Any denials listed below must be rectified in writing to this office before project approval is granted.

Status: Approved - No Response

Comments:

Reviewing Agency: Metro Wastewater Referral Review Status: Approved - No Response

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: Street Maintenance Referral Review Status: Approved - No Response

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: Office of Emergency Management Referral Review Status: Approved - No Response

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: Building Department Review Review Status: Approved

Reviewers Name: Keith Peetz

Reviewers Email: Keith.Peetz@denvergov.org

Status Date: 04/22/2024 Status: Approved

Comments:

Reviewing Agency: Division of Real Estate Referral Review Status: Approved

Reviewers Name: Nicholas Boschert

Reviewers Email: Nicholas.boschert@denvergov.org

Status Date: 05/02/2024 Status: Approved

Comments:

Reviewing Agency: Denver Fire Department Review Review Review Status: Approved

Reviewers Name: Brian Dimock

Reviewers Email: Brian.Dimock@denvergov.org

Status Date: 04/24/2024 Status: Approved

Comments:

Reviewing Agency: Denver Water Referral Review Status: Approved

Status Date: 05/06/2024 Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000059 - Tier III 8th Ave and Galapago Storm Sewer and Conduit

Reviewing Agency/Company: Denver Water

Reviewers Name: Kela Naso

2024-ENCROACHMENT-0000059

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Tier III 8th Ave and Galapago Storm Sewer and Conduit

10/09/2024

Master ID: 2022-PROJMSTR-0000453 Project Type: Tier III Encroachment Resolution

Review ID: 2024-ENCROACHMENT-0000059 Review Phase:

Location: 8th and Galapago Street **Review End Date:** 05/03/2024

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewers Phone: 0000000000

Reviewers Email: kela.naso@denverwater.org

Approval Status: Approved

Comments:

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: Parks and Recreation Review Review Review Status: Approved

Reviewers Name: Jennifer Cervera

Reviewers Email: Jennifer.Cervera@denvergov.org

Status Date: 04/30/2024 Status: Approved

Comments:

Reviewing Agency: Policy and Planning Referral Review Status: Approved

Reviewers Name: Jennifer Cervera

Reviewers Email: Jennifer.cervera@denvergov.org

Status Date: 04/30/2024 Status: Approved

Comments:

Reviewing Agency: Denver Office of Disability Rights Referral Review Status: Approved

Status Date: 05/06/2024 Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000059 - Tier III 8th Ave and Galapago Storm Sewer and Conduit

Reviewing Agency/Company: DODR Reviewers Name: Spencer Pocock Reviewers Phone: 720-913-8411

Reviewers Email: Spencer.Pocock@denvergov.org

Approval Status: Approved

Comments:

Final construction, including any later modifications to the public sidewalk (which is considered a public Accessible

Route), as well as any other areas open to the general public, must comply with all applicable 2010 ADA

requirements.

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: Construction Engineering Review Review Status: Approved

Reviewers Name: Porames Saejiw

Reviewers Email: Joe.Saejiw@denvergov.org

Status Date: 04/30/2024

2024-ENCROACHMENT-0000059

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Tier III 8th Ave and Galapago Storm Sewer and Conduit

10/09/2024

Master ID: 2022-PROJMSTR-0000453 Project Type: Tier III Encroachment Resolution

Review ID: 2024-ENCROACHMENT-0000059 Review Phase:

Location: 8th and Galapago Street Review End Date: 05/03/2024

Any denials listed below must be rectified in writing to this office before project approval is granted.

Status: Approved

Comments: 1. Prior to the solicitation of bids or proposals from general contractors, the developer of this project is strongly

encouraged to schedule an office meeting with the Right-of-Way Services Construction Inspections team (303) 446-3469 to discuss the project's impact to city traffic, streets, roads, alleys and sidewalks, and the associated ROW

permit fees that will need to be paid by the selected general contractor.

Reviewing Agency: TES Sign and Stripe Review Review Review Status: Approved - No Response

Reviewers Name: Brittany Price

Reviewers Email: Brittany.Price@denvergov.org

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: City Forester Review Review Review Status: Approved

Reviewers Name: Nick Evers

Reviewers Email: Nick.Evers@denvergov.org

Status Date: 05/02/2024 Status: Approved

Comments: Approved - no expected PRW tree conflict with alley/sewer proposal

Reviewing Agency: Landmark Review Review Review Status: Approved - No Response

Status Date: 04/15/2024

Status: Approved - No Response

Comments:

Reviewing Agency: CDOT Referral Review Status: Approved

Status Date: 05/06/2024 Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000059 - Tier III 8th Ave and Galapago Storm Sewer and Conduit

Reviewing Agency/Company: CDOT Reviewers Name: Eric B Vossenkemper

Reviewers Phone: 3037579921

Reviewers Email: eric.vossenkemper@state.co.us

Approval Status: Approved

Comments:

Does not affect CDOT on-system ROW. Proposed effort is approved as the location does not affect CDOT ROW.

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

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Tier III 8th Ave and Galapago Storm Sewer and Conduit

10/09/2024

Master ID: 2022-PROJMSTR-0000453 Project Type: Tier III Encroachment Resolution

Review ID: 2024-ENCROACHMENT-0000059 Review Phase:

Location: 8th and Galapago Street **Review End Date:** 05/03/2024

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewing Agency: Environmental Health Referral Review Status: Approved - No Response

Status Date: 05/04/2024

Status: Approved - No Response

Comments:

Reviewing Agency: ERA Review Review Status: Approved - No Response

Reviewers Name: Shari Bills

Reviewers Email: Shari.Bills@denvergov.org

Status Date: 05/04/2024

Status: Approved - No Response

Comments: