

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 [Rules and Regulations](#) and [Permit Entrance Requirements](#) 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.

☐ **Check if this application is for Tier Determination only.** *If checked, the project will not be submitted for full review until confirmation, and remaining submittal requirements, are received by owner.*

ADJACENT PROPERTY OWNER:

The adjacent property owner or Authorized Special District will be the Encroachment Owner and Permittee and is the responsible party for the Encroachment in accordance with the Rules and Regulations, including all fees and annual billing.

Company Name: CP Trenton Homes LLC
Contact Name: Bo Brownstein
Property Address: 2943 N Trenton St. Denver, CO 80216
Billing Address: 200 Columbine Street, STE 250, Denver, CO 80206
Phone: _____ Email: bo@bkbhld.com

PRIMARY CONTACT:

☐ *Check if the same as Adjacent Property Owner*

Company Name: Brookfield Residential
Contact Name: Leila Tuma
Address: 6465 Greenwood Plaza Blvd. #700, Greenwood Village, CO 80111
Phone: _____ Email: leila.tuma@brookfieldrp.com

ENCROACHMENT INFORMATION:

Project Name: Founders Green
Adjacent Property Address: 2943 N Trenton St, Denver, CO 80222
Coordinates (Lat/Long): 39.758916 / -104.897097
Encroachment Area, in SF: 1,901

Is this project associated with a LAND DEVELOPMENT REVIEW?

Yes ☒ No ☐ If 'Yes', provide Project Master, Site Plan and/or Concept Development Project Numbers:
2024-PROJMSTR-0000177/2024-SDP-0000206

Is the proposed encroachment located in Future 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.)

Located on west side of Trenton Street, approximately 6' from face of curb, and approximately 4' from centerline road. 10' width.

Description of Encroachment:

Describe the proposed encroachment, including the type and quantity of objects.

191 linear feet of 18" RCP private storm pipe and one 4' diameter manhole.

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.

The proposed development will provide additional housing for current and future residents of CCD. In order to function, the majority of the storm water flows need to be routed south to the public infrastructure due to limited capacity of the existing private and public storm water infrastructure to the north. This proposed private storm water pipe will provide adequate clearances from adjacent public and private infrastructure in Trenton Street. The location of this new pipe will align with previously master planned infrastructure.

ATTESTATION:

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

1. 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.
2. 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-of-Way, 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.
6. 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:

PRINT NAME:

COMPANY:

*As Sole Manager of CP Triunfo Street LLC, as Manager Member of
CP Triunfo Venture LLC, as Manager of CP Triunfo Homes LLC*

[Signature]

Drav Brown

DATE: *3/31/2025*

TITLE: _____

PERMIT 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:

- ☐ [Denver Revised Municipal Code \(DRMC\) Chapter 49, Streets, Sidewalks and Other Public Ways](#)
- ☐ [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 & Parcel Land Description

Required for all Encroachment Permit Applications

- ☐ *Current Title Work/Warranty Deed confirming ownership and parcel land description for adjacent property*
- ☐ *Parcel Land Description in Word format*

Land 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 Land Description and Exhibit(s) in PDF format stamped and signed by PLS* Will submit after 1st review
- ☐ *Encroachment Area Land 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 (aerial 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) N/A
- ☐ 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 N/A
- ☐ Location and size of Encroachment – Show and dimension limits of both above and below ground elements
- ☐ Construction Materials
- ☐ Projection from building N/A
- ☐ Distance from Encroachment to the nearest flowline

City and County of Denver Department of Transportation & Infrastructure

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

www.denvergov.org/doti

Phone: 720-913-3003



- ☐ 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 **N/A**
- ☐ No proposed Encroachments located in the intersection clear zone per Transportation Std. Dwg. 7.9

ELEVATION OR CROSS-SECTION VIEWS

- ☐ Location and size of Encroachment – Show and dimension limits of both above and below ground elements
- ☐ Existing and final grade
- ☐ Existing utilities and their size and depth
- ☐ Vertical height/clearance of the Encroachment from finish grade

DETAIL SHEET(S)

- ☐ Manufacturer's and/or construction detail(s) **N/A**
- ☐ Referenced City detail(s) by drawing number on the appropriate plan and elevation view(s) **N/A**
- ☐ Office of the Forester's (OCF) tree protection detail and notes **N/A**
- ☐ Special, non-standard, or modified City details **N/A**

STRUCTURAL PLANS ☐ Not Applicable

- ☐ Structural plans
- ☐ Manufacturers certification

ADDITIONAL REQUIRED MATERIAL(S) ☐ Not Applicable

- ☐ Approval from applicable reviewing authorities (e.g. design review district, floodplain, Arts & Venues)
- ☐ For properties sharing the Encroachment, appropriate legal documentation for review by the City

COMMENT RESOLUTION SHEET(S) IF APPLICABLE ☐ Not Applicable for 1st Submittal

- ☐ Reviewer's and Agency Name
- ☐ Review comments (reviewer comments must be verbatim)
- ☐ Formal written response to each comment

Fees:

Fees must be paid immediately after ER provides a project number and invoice 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
Land Description Review	N/A	\$500.00	\$500.00
Resolution Review	N/A	N/A	\$300.00
Annual Permit	No Fee	\$200.00	\$200.00

Attestation:

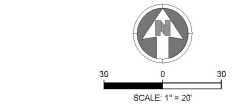
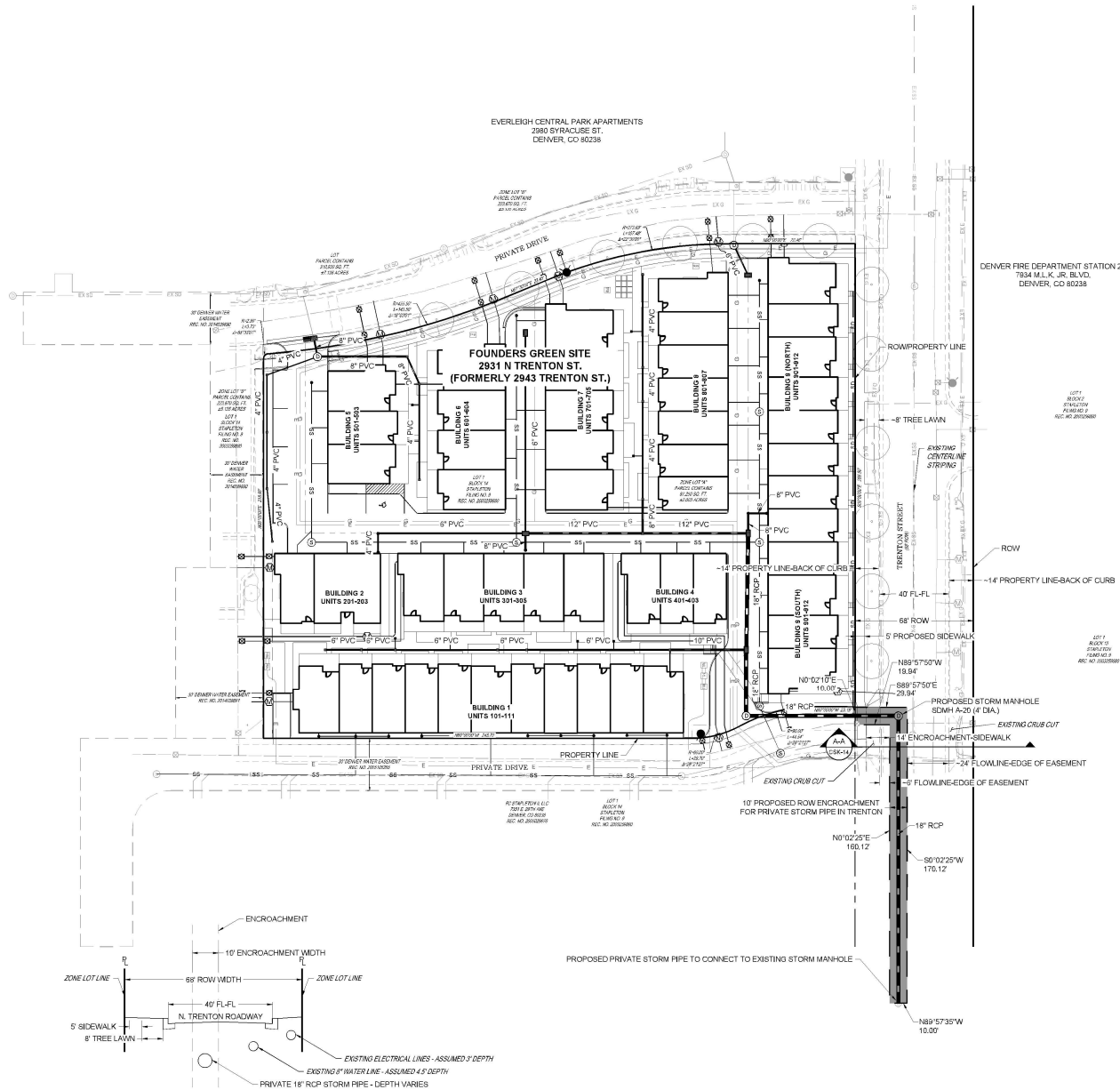
I hereby attest that the above information is incorporated into the Encroachment Application and plan submittal:

SIGNATURE: _____ DATE: _____
PRINT NAME: _____ EMAIL: _____
COMPANY: _____ PHONE: _____

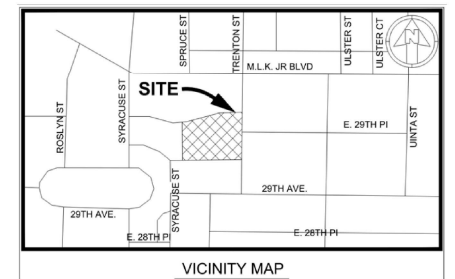
City and County of Denver Department of Transportation & Infrastructure
Right-of-Way Services | Engineering & Regulatory
201 W Colfax Ave, Dept 507 | Denver, CO 80202
www.denvergov.org/doti
Phone: 720-913-3003

CONNECT WITH US | 311 | DENVERGOV.ORG | DENVER 8 TV

Form Date 1/2/2024



- LEGEND:**
- ROW ENCROACHMENT
 - PROPOSED**
 - PROPERTY LINE
 - CURB AND GUTTER
 - SIDEWALK
 - WALL
 - STORM SEWER LINE
 - EASEMENT
 - STORM INLET
 - STORM MANHOLE
 - TREE
 - EXISTING**
 - CURB AND GUTTER
 - SIDEWALK
 - WALL
 - FENCE
 - SIGN
 - LIGHT
 - STORM SEWER LINE
 - EASEMENT
 - STORM INLET
 - STORM MANHOLE



AA
CSK-14
TYPICAL ROW SECTION - N. TRENTON ST.

NO SCALE

**EXHIBIT A
LEGAL DESCRIPTION
SHEET 1 OF 3**

2025-ENCROACHMENT-0000053-002

THAT CERTAIN PORTION OF E. 29TH AVE., STAPLETON FILING NO. 2, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, PER PLAT RECORDED MARCH 26, 2001 AT RECEPTION NO. 2001043011 AND THAT CERTAIN PORTION OF NORTH TRENTON STREET, STAPLETON FILING NO. 9, IN SAID CITY, COUNTY AND STATE, PER PLAT RECORDED DECEMBER 16, 2003 AT RECEPTION NO. 2003259880, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 BEARS SOUTH 00°37'30" EAST, A DISTANCE OF 2643.71 FEET WITH ALL BEARINGS HEREIN REFERENCED THERETO;

THENCE SOUTH 58°09'53" EAST, A DISTANCE OF 2,301.01 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID NORTH TRENTON STREET AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, SOUTH 89°57'50" EAST, A DISTANCE OF 29.95 FEET;

THENCE SOUTH 00°02'25" WEST, A DISTANCE OF 176.78 FEET;

THENCE NORTH 89°57'35" WEST, A DISTANCE OF 10.00 FEET;

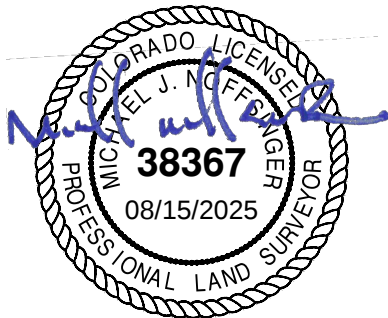
THENCE NORTH 00°02'25" EAST, A DISTANCE OF 166.78 FEET;

THENCE NORTH 89°57'50" WEST, A DISTANCE OF 19.95 FEET TO SAID WESTERLY RIGHT-OF-WAY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.0452 ACRES, (1,967 SQUARE FEET), MORE OR LESS.

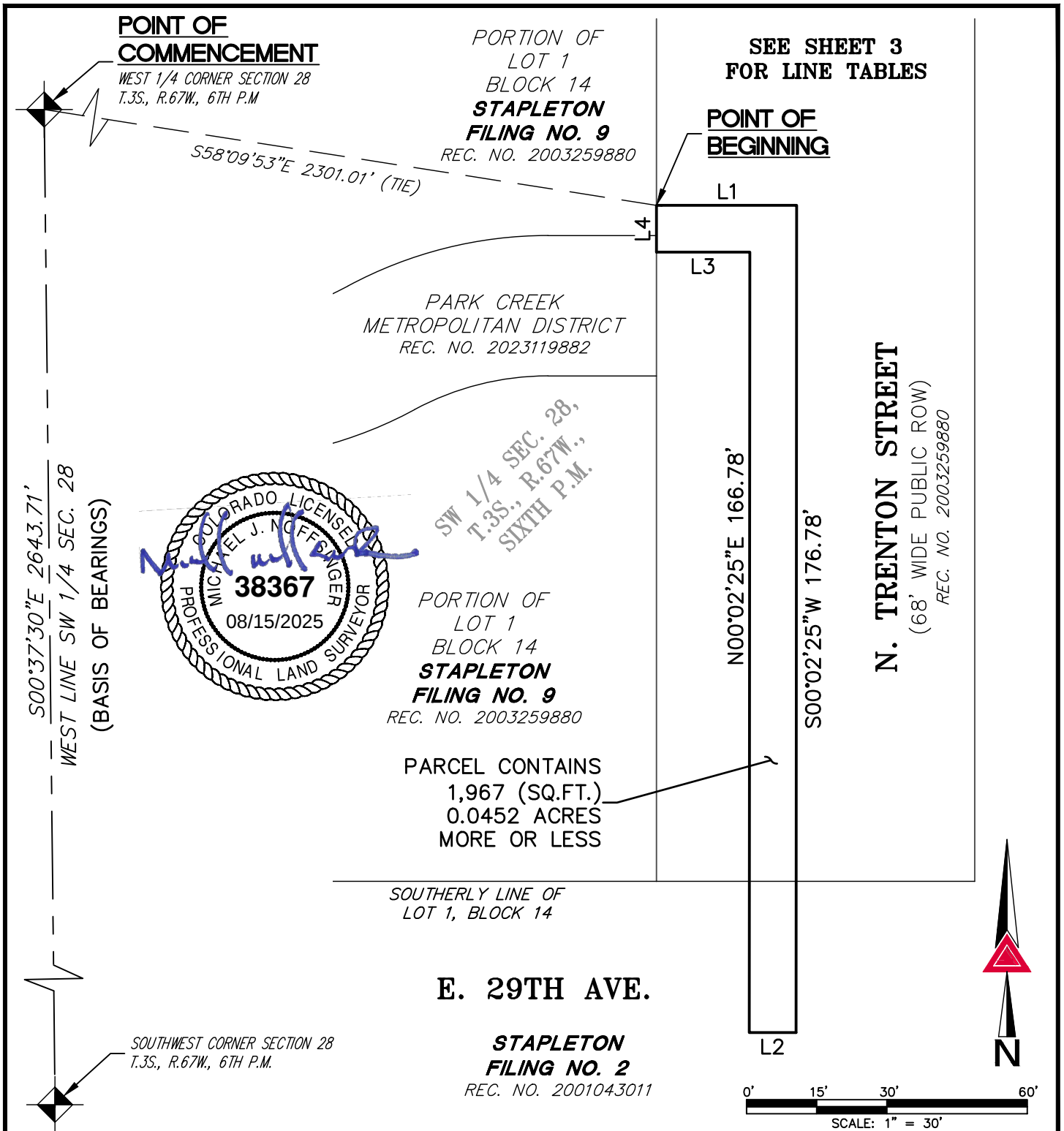
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



MICHAEL J. NOFFSINGER, PLS 38367
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT A ILLUSTRATION SHEET 2 OF 3

2025-ENCROACHMENT-0000053-002

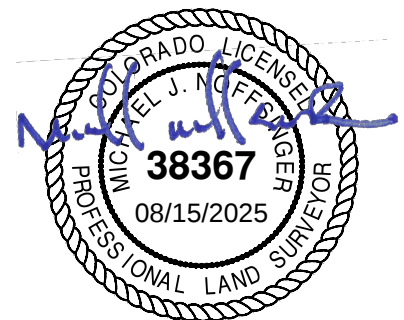


NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

EXHIBIT A ILLUSTRATION SHEET 3 OF 3

2025-ENCROACHMENT-0000053-002

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°57'50"E	29.95'
L2	N89°57'35"W	10.00'
L3	N89°57'50"W	19.95'
L4	N00°00'00"E	10.00'



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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: **RND70858533-2**

Date: **09/02/2025**

Property Address: **2943 N TRENTON ST (PARCEL A) AND 2980 N SYRACUSE ST (PARCEL B),
DENVER, CO 80238**

For Closing Assistance

For Title Assistance

Scott Bennetts 5975
GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO
80111 (303) 850-4175 (Work)
Sbennetts@ltgc.com Company
License: CO44565



Estimate of Title Fees

Order Number: RND70858533-2

Date: 09/02/2025

Property Address: 2943 N TRENTON ST (PARCEL A) AND 2980 N SYRACUSE ST (PARCEL B), DENVER, CO 80238

Seller(s): CP TRENTON HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCEL A; AND GS AA STAPLETON OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCEL B

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$436.00
TBD - TBD Income	<u>\$-436.00</u>
TOTAL	<u>\$0.00</u>

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 06/24/2021 under reception no. 2021121023](#)

[Denver county recorded 11/24/2020 under reception no. 2020196605](#)

Plat Map(s):

[Denver county recorded 12/16/2003 under reception no. 2003259880](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND70858533-2

Property Address:

2943 N TRENTON ST (PARCEL A) AND 2980 N SYRACUSE ST (PARCEL B), DENVER, CO 80238

1. Effective Date:

08/26/2025 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

FEE SIMPLE

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

CP TRENTON HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCEL A; AND GS AA STAPLETON OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCEL B

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

PARCEL A:

A PART OF OF LOT 1, BLOCK 14, STAPLETON FILING NO. 9 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28;
THENCE SOUTH 63°59'37" EAST A DISTANCE OF 2175.10 FEET TO A POINT ON THE EASTERLY LINE SAID SAID LOT 1, THE MOST EASTERLY SOUTHEAST CORNER OF A PARCEL OF LAND RECORDED JANUARY 10, 2014 AT RECEPTION NO. [2014002850](#) IN THE CLERK AND RECORDER'S OFFICE OF SAID CITY AND COUNTY OF DENVER AND THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 266.50 FEET TO A POINT THAT IS 138.00 FEET NORTH OF THE SOUTHERLY LINE OF SAID LOT 1;
THENCE NORTH 90°00'00" WEST, ALONG A LINE 138.00 FEET NORTH AND PARALLEL WITH SAID LOT 1, A DISTANCE OF 23.19 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 28°21'27", AN ARC LENGTH OF 44.54 FEET AND WHOSE CHORD BEARS SOUTH 75°49'16" WEST A DISTANCE OF 44.09 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 28°21'27", AN ARC LENGTH OF 29.70 FEET AND WHOSE CHORD BEARS SOUTH 75°49'16" WEST A DISTANCE OF 29.39 FEET TO A POINT THAT IS 120.00 FEET NORTH OF THE SOUTHERLY LINE OF SAID LOT 1;
THENCE NORTH 90°00'00" WEST, ALONG A LINE 120.00 FEET NORTH AND PARALLEL WITH SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 245.70 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL OF LAND RECORDED AT RECEPTION NUMBER 2014002850;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NUMBER 2014002850 THE FOLLOWING SIX (6) COURSES:

1. NORTH 00°00'00" EAST A DISTANCE OF 218.90 FEET TO A POINT OF CURVE;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 85°33'01", AN ARC LENGTH OF 3.73 FEET AND WHOSE CHORD BEARS NORTH 42°46'31" EAST A DISTANCE OF 3.40 FEET;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 455.50 FEET, A CENTRAL ANGLE

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND70858533-2

OF 18°03'01", AN ARC LENGTH OF 143.50 FEET AND WHOSE CHORD BEARS NORTH 76°31'31" EAST A DISTANCE OF 142.91 FEET;
4. NORTH 67°30'00" EAST A DISTANCE OF 23.46 FEET;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 273.69 FEET, A CENTRAL ANGLE OF 22°30'00", AN ARC LENGTH OF 107.48 FEET AND WHOSE CHORD BEARS NORTH 78°45'00" EAST A DISTANCE OF 106.79 FEET;
6. NORTH 90°00'00" EAST A DISTANCE OF 72.46 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: BEARING ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, STATE OF COLORADO BEARING SOUTH 00°37'30" EAST BASED ON NAD 83/92 STATE PLANE CENTRAL ZONE COORDINATES, AND AS MARKED BY TWO REFERENCE MONUMENTS FOUND 2" ALUMINUM CAPS STAMPED URS CORP PLS ON CONCRETE SIDEWALK AT THE WEST QUARTER CORNER AND A FOUND 1-1/4" DIAMETER AXLE IN A MONUMENT BOX AT THE SOUTHEAST CORNER OF SAID SECTION 28.

PARCEL B:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1, BLOCK 14, STAPLETON FILING NO. 9 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 14, STAPLETON FILING NO. 9, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID POINT BEING THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N 06°59'59"E, A RADIAL DISTANCE OF 738.00 FEET;
THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°59'59", A DISTANCE OF 90.16 FEET, AND ALSO LYING ON THE SOUTHERLY RIGHT OF WAY OF MARTIN LUTHER KING BOULEVARD;
THENCE N90°00'00"E ALONG SAID RIGHT OF WAY A DISTANCE OF 544.62 FEET;
THENCE S45°00'00"E, A DISTANCE OF 14.68 FEET TO THE WESTERLY RIGHT OF WAY OF TRENTON STREET;
THENCE S00°00'00"E, A DISTANCE OF 206.32 FEET;
THENCE S90°00'00"W, A DISTANCE OF 72.46 FEET;
THENCE WESTERLY, A DISTANCE OF 107.48 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 273.69 FEET AND A CENTRAL ANGLE OF 22°30'00" AND HAVING A CHORD BEARING OF S78°45'00"W A DISTANCE OF 106.79 FEET;
THENCE S67°30'00"W, A DISTANCE OF 23.46 FEET;
THENCE WESTERLY, A DISTANCE OF 143.50 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 455.50 FEET AND A CENTRAL ANGLE OF 18°03'01" AND HAVING A CHORD BEARING OF S76°31'31"W AND A DISTANCE OF 142.91 FEET;
THENCE SOUTHWESTERLY, A DISTANCE OF 3.73 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 2.50 FEET AND A CENTRAL ANGLE OF 85°33'01" AND A CHORD BEARING OF S42°46'31"W WITH A CHORD DISTANCE OF 3.40 FEET;
THENCE S00°00'00"E, A DISTANCE OF 218.90 FEET;
THENCE S90°00'00"W, A DISTANCE OF 113.72 FEET;
THENCE NORTHWESTERLY, A DISTANCE OF 180.00 FEET ALONG A NON TANGENT CURVE TO THE LEFT OF WHICH THE RADIUS POINT LIE S49°08'52"W A RADIUS OF 292.00 FEET, AND HAVING A

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND70858533-2

CENTRAL ANGLE OF 35°19'07";
THENCE 000°00'00"E, A DISTANCE OF 61.59 FEET;
THENCE S90°00'00"W, A DISTANCE OF 50.00 FEET TO THE EASTERLY RIGHT OF WAY OF SYRACUSE STREET;
THENCE N00°00'00"E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 352.57 FEET TO THE POINT OF BEGINNING.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND70858533-2

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.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70858533-2

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.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. 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.

(AFFECTS BOTH PARCELS)

9. RESERVATIONS AND COVENANTS AS SET FORTH IN PROPERTY DEED RECORDED MAY 07, 2001 UNDER RECEPTION NO. [2001070232](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN STAPLETON REDEVELOPMENT GENERAL DEVELOPMENT PLAN-SOUTH AREA RECORDED MARCH 26, 2001 UNDER RECEPTION NO. [2001043010](#).
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF STAPLETON FILING NO. 2 RECORDED MARCH 26, 2001 UNDER RECEPTION NO. [2001043011](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING RESERVATION OBLIGATIONS RECORDED APRIL 23, 2001 UNDER RECEPTION NO. [2001060936](#).

AMENDMENT THERETO RECORDED MAY 7, 2001 UNDER RECEPTION NO. [2001070248](#).

ASSIGNMENT RECORDED MAY 7, 2001 UNDER RECEPTION NO. [2001070251](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70858533-2

13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DESIGN AND ARCHITECTURAL DECLARATION RECORDED MAY 07, 2001 UNDER RECEPTION NO. [2001070238](#).

AMENDED AND RESTATED DESIGN AND ARCHITECTURAL DECLARATION RECORDED DECEMBER 31, 2002 UNDER RECEPTION NO. [2002249150](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED MAY 07, 2001 UNDER RECEPTION NO. [2001070246](#).
15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WESTERLY CREEK METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MAY 31, 2001, UNDER RECEPTION NO. [2001088078](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED MAY 08, 2002 UNDER RECEPTION NO. [2002084111](#) AND MAY 30, 2003 UNDER RECEPTION NO. [2003105179](#).
17. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MAY 10, 2002, UNDER RECEPTION NO. [2002086362](#).

SUPPLEMENTAL DECLARATION RECORDED AUGUST 19, 2002 UNDER RECEPTION NO. [2002144025](#).

FIRST AMENDMENT THERETO RECORDED DECEMBER 22, 2005 UNDER RECEPTION NO. [2005217062](#).

SECOND AMENDMENT THERETO RECORDED JANUARY 9, 2007 UNDER RECEPTION NO. [2007003744](#).

FIRST AMENDED AND RESTATED SUPPLEMENTAL DECLARATION SUBJECTING PROPERTY TO THE COMMUNITY DECLARATION RECORDED APRIL 18, 2003 UNDER RECEPTION NO. [2003070938](#).

SUPPLEMENTAL DECLARATION RECORDED FEBRUARY 9, 2007 UNDER RECEPTION NO. [2007022702](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY ACCESS EASEMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. [2002092149](#).

AMENDMENT RECORDED AUGUST 05, 2002 UNDER RECEPTION NO. [2002136469](#).

SECOND AMENDMENT RECORDED OCTOBER 03, 2002 UNDER RECEPTION NO. [2002177847](#).

THIRD AMENDMENT RECORDED DECEMBER 20, 2002 UNDER RECEPTION NO. [2002244395](#).
19. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF STAPLETON FILING NO. 9 RECORDED DECEMBER 16, 2003 UNDER RECEPTION NO. [2003259880](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70858533-2

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN STAPLETON RESIDENTIAL DEVELOPMENT PLAN FOR FILING NO. 9 RECORDED JANUARY 30, 2004 UNDER RECEPTION NO. [2004029045](#).

AMENDMENT #1 THERETO RECORDED JULY 29, 2005 UNDER RECEPTION NO. [2005126914](#).

AMENDMENT #2 THERETO RECORDED OCTOBER 16, 2008 UNDER RECEPTION NO. [2008141480](#).

AMENDMENT #3 THERETO RECORDED JUNE 15, 2012 JURN 2012078933.
21. MATTERS AS SET FORTH ON LAND SURVEY PLAT RECORDED FEBRUARY 18, 2005 UNDER RECEPTION NO. [2005029976](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED JUNE 24, 2005 UNDER RECEPTION NO. [2005105265](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SYRACUSE OFFICE BUILDING A PLANNED DEVELOPMENT RECORDED MAY 19, 2008 UNDER RECEPTION NO. [2008068374](#).
24. RESERVATIONS AND RESTRICTIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED JANUARY 10, 2014 UNDER RECEPTION NO. [2014002850](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED APRIL 09, 2014 UNDER RECEPTION NO. [2014039890](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED APRIL 09, 2014 UNDER RECEPTION NO. [2014039891](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN THE GROVE AT STAPLETON DEVELOPMENT PLAN RECORDED APRIL 14, 2014 UNDER RECEPTION NO. [2014043626](#).

THE GROVE AT STAPLETON DEVELOPMENT PLAN AMENDMENT #1 RECORDED NOVEMBER 08, 2019 UNDER RECEPTION NO. [2019157578](#).
28. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 13, 2014, UNDER RECEPTION NO. [2014054550](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED SEPTEMBER 24, 2015 UNDER RECEPTION NO. [2015134371](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CONDOMINIUM CONVERSION AGREEMENT RECORDED NOVEMBER 24, 2020 UNDER RECEPTION NO. [2020196604](#).
31. MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED NOVEMBER 24, 2020 FROM GS AA STAPLETON OWNER, LLC TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF CBRE MULTIFAMILY CAPITAL, INC. TO SECURE THE SUM OF \$32,900,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED NOVEMBER 24, 2020, UNDER RECEPTION NO. [2020196606](#).

(AFFECTS PARCEL B)

SAID DEED OF TRUST WAS ASSIGNED TO FANNIE MAE IN ASSIGNMENT RECORDED NOVEMBER 24, 2020, UNDER RECEPTION NO. [2020196607](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70858533-2

32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPER COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTRAL PARK RECORDED JUNE 24, 2021 UNDER RECEPTION NO. [2021121022](#).
33. RESERVATIONS AND COVENANTS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED JUNE 24, 2021 UNDER RECEPTION NO. [202112023](#).
- (AFFECTS PARCEL A)
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LICENSE AGREEMENT RECORDED JUNE 24, 2021 UNDER RECEPTION NO. [2021121025](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED JUNE 24, 2021 UNDER RECEPTION NO. [2021121026](#).
- AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED SEPTEMBER 10, 2024 UNDER RECEPTION NO. [2024084107](#).
- CITY LIEN IN THE AMOUNT OF \$150.00 RECORDED JANUARY 20, 2023 UNDER RECEPTION NO. [2023004310](#)
- (AFFECTS PARCEL A).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONE LOT AMENDMENT RECORDED AUGUST 05, 2025 UNDER RECEPTION NO. [2025075748](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED AUGUST 28, 2025 UNDER RECEPTION NO. [2025085577](#).
- (AFFECTS PARCEL A)



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 Insurance 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 Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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  President

Attest  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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Tier III 2943 N Trenton St Private Storm Sewer

09/04/2025

Master ID: 2024-PROJMSTR-0000177 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000053 **Review Phase:**
Location: **Review End Date:** 06/02/2025

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

Reviewing Agency: DS Transportation Review

Review Status: Approved

Reviewers Name: Christopher Mueller
Reviewers Email: Christopher.Mueller@denvergov.org

Status Date: 05/12/2025
Status: Approved
Comments:

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved - No Response

Reviewers Name: Tanner Axt
Reviewers Email: Tanner.Axt@denvergov.org

Status Date: 06/03/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review

Review Status: Approved

Reviewers Name: Kathy Svechovsky
Reviewers Email: Kathy.Svechovsky@denvergov.org

Status Date: 09/04/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000053 Tier III 2943 N Trenton St Private Storm Sewer
Reviewing Agency/Company: DOTI/ROW
Reviewers Name: Kathy Svechovsky
Reviewers Phone: 720-865-3127
Reviewers Email: kathy.svechovsky@denvergov.org
Approval Status: Approved

Comments:
Attachment: a)2025-ENCROACHMENT-0000053_SitePlan.pdf
Attachment: b)2025-ENCROACHMENT-0000053_VestingDeed-2021121023.pdf
Attachment: c)2025-ENCROACHMENT-0000053_TitleCommitment.pdf
Attachment: d)2025-ENCROACHMENT-0000053_Applicant'sDescription.docx
Attachment: e)2025-ENCROACHMENT-0000053_EncroachmentArea-Exhibit A.pdf

Comment Report

Tier III 2943 N Trenton St Private Storm Sewer

09/04/2025

Master ID: 2024-PROJMSTR-0000177 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000053 **Review Phase:**
Location: **Review End Date:** 06/02/2025

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

Attachment: f)2025-ENCROACHMENT-0000053_EncroachmentAreaDescription.docx

Status Date: 05/30/2025
Status: Denied
Comments: 1st Submittal incomplete. Encroachment also affects Park Creek Metropolitan District Property. See survey redlines.

Reviewing Agency: DES Wastewater Review **Review Status:** Approved

Reviewers Name: Brenden Marron
Reviewers Email: Brenden.Marron@denvergov.org

Status Date: 06/02/2025
Status: Approved
Comments: No objection to encroachment. Reference 2025-SSPR-0000025 for technical comments and construction plans

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

Status Date: 06/03/2025
Status: Approved - No Response
Comments:

Reviewing Agency: CenturyLink Referral **Review Status:** Approved w/Conditions

Status Date: Stephanie Canary
Status: Stephanie.canary@lumen.com
Comments: 06/09/2025
Approved w/Conditions
PWPRS Project Number: 2025-ENCROACHMENT-0000053 Tier III 2943 N Trenton St Private Storm Sewer Reviewing Agency/
Company: Lumen
Reviewers Name: Stephanie Canary
Reviewers Phone: 3524258763
Reviewers Email: stephanie.canary@lumen.com
Approval Status: Approved with conditions

Comments:
There are existing Lumen fiber facilities on the East side of the lot. If there is a conflict, please contact Lumen Engineering.

Attachment: Encroachment LNO Reservation X 866039.pdf

Status Date: REDLINES are uploaded to the E-Review webpage.
Status: 05/14/2025
Comments: Denied
We received the following email with contact information for the reviewer assigned to this project. Please contact the reviewer to work towards their approval.

Good morning. We have received your request for an encroachment and have set up a Lumen project accordingly. Your project number is P866039 and it should be referenced in all emails sent in for review.

Please do not reply to this email. Your project owner is Stephanie Canary and they can be reached by email at Stephanie.Canary@lumen.com with any questions that you may have regarding this project.

2025-ENCROACHMENT-0000053 Requests are addressed in the order received, Lumen will endeavor to respond within 30 days.

Comment Report

Tier III 2943 N Trenton St Private Storm Sewer

09/04/2025

Master ID: 2024-PROJMSTR-0000177 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000053 **Review Phase:**
Location: **Review End Date:** 06/02/2025

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

Have a great day!

Best Regards,

Cheyenne Hobbs
Project Coordinator
Faulk & Foster
214 Expo Circle, Suite 7 West Monroe, LA 71291 Cheyenne.Hobbs@lumen.com

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

Status Date: 06/03/2025
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000053 Tier III 2943 N Trenton St Private Storm Sewer
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 natural gas distribution facilities within this area. Bear in mind structures are not allowed over buried facilities. Please contact Colorado 811 for locates 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.

Reviewing Agency: RTD Referral Review Status: Approved

Status Date: 06/03/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000053 Tier III 2943 N Trenton St Private Storm Sewer
Reviewing Agency/Company: RTD
Reviewers Name: Steve Smith
Reviewers Phone: 3032996946
Reviewers Email: steven.smith@rtd-denver.com
Approval Status: Approved

Comments:
RTD staff have reviewed the submittal and have the following comments:

- Bus Operations - No exceptions
- Bus Stop Program - No exceptions
- Commuter Rail - No exceptions
- Construction Management - No exceptions
- Engineering - No exceptions
- Light Rail - No exceptions
- Real Property - No exceptions

Comment Report

Tier III 2943 N Trenton St Private Storm Sewer

09/04/2025

Master ID: 2024-PROJMSTR-0000177 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000053 **Review Phase:**
Location: **Review End Date:** 06/02/2025

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

- Service Development - No exceptions
- Transit Oriented Development - No exceptions
- Utilities - No exceptions

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.

Reviewing Agency: Comcast Referral Review Status: Approved

Status Date: Miguel Flores
Status: Miguel_Flores@comcast.com
Comments: 06/09/2025
Approved
PWPRS Project Number: 2025-ENCROACHMENT-0000053 Tier III 2943 N Trenton St Private Storm Sewer
Reviewing Agency/Company: Comcast
Reviewers Name: Miguel Flores
Reviewers Phone: 7204130113
Reviewers Email: miguel_flores@comcast.com
Approval Status: Approved

Status Date:
Status: Comments:
Comments: 06/03/2025
Approved - No Response

Reviewing Agency: Metro Wastewater Referral Review Status: Approved

Status Date: Kevin Boch
Status: KBoch@MetroWaterRecovery.com
Comments: 06/03/2025
Approved
PWPRS Project Number: 2025-ENCROACHMENT-0000053 Tier III 2943 N Trenton St Private Storm Sewer
Reviewing Agency/Company: Metro Water Recovery
Reviewers Name:
Kevin Boch
Reviewers Phone: 720-520-1516
Reviewers Email: kboch@MetroWaterRecovery.com
Approval Status: Approved
Comments: NA

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

Status Date:
Status: 06/03/2025
Comments: Approved - No Response

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

Status Date: 06/03/2025
Status: Approved - No Response
Comments:

2025-ENCROACHMENT-0000053

Comment Report

Tier III 2943 N Trenton St Private Storm Sewer

09/04/2025

Master ID: 2024-PROJMSTR-0000177 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000053 **Review Phase:**
Location: **Review End Date:** 06/02/2025

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

Reviewing Agency: Building Department Review

Review Status: Approved

Reviewers Name: Daniel Krausz
Reviewers Email: Daniel.Krausz@denvergov.org

Status Date: 05/12/2025
Status: Approved
Comments:

Reviewing Agency: Division of Real Estate Referral

Review Status: Approved - No Response

Status Date: 06/03/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Denver Fire Department Review

Review Status: Approved

Reviewers Name: Adam Grier
Reviewers Email: Adam.Grier@denvergov.org

Status Date: 05/29/2025
Status: Approved
Comments:

Reviewing Agency: Denver Water Referral

Review Status: Approved w/Conditions

Status Date: 06/03/2025
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000053 Tier III 2943 N Trenton St Private Storm Sewer
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved with conditions

Comments:
The new storm sewer will need to maintain a 10' outdistance from the waterline. Additional comments will need to be address with Denver Water's project #22647 regarding our easements on the site, waterline, and storm sewer.

Reviewing Agency: Parks and Recreation Review

Review Status: Approved - No Response

Reviewers Name: Jennifer Cervera
Reviewers Email: Jennifer.Cervera@denvergov.org

Status Date: 06/03/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Policy and Planning Referral

Review Status: Approved - No Response

Status Date: 06/03/2025
2025-ENCROACHMENT-0000053

Comment Report

Tier III 2943 N Trenton St Private Storm Sewer

09/04/2025

Master ID: 2024-PROJMSTR-0000177 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000053 **Review Phase:**
Location: **Review End Date:** 06/02/2025

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

Status: Approved - No Response
Comments:

Reviewing Agency: Denver Office of Disability Rights Referral **Review Status:** Approved - No Response

Status Date: 06/03/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Construction Engineering Review **Review Status:** Approved

Reviewers Name: Kim Blair
Reviewers Email: Kim.Blair@denvergov.org

Status Date: 05/14/2025
Status: Approved
Comments:

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

Reviewers Name: Elizabeth Rodriguez
Reviewers Email: Elizabeth.Rodriguez2@denvergov.org

Status Date: 06/03/2025
Status: Approved - No Response
Comments:

Reviewing Agency: City Forester Review **Review Status:** Approved

Reviewers Name: Nick Evers
Reviewers Email: Nick.Evers@denvergov.org

Status Date: 06/02/2025
Status: Approved
Comments: Approved. No expected PRW tree conflict.

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

Status Date: 05/12/2025
Status: Approved - No Response
Comments:

Reviewing Agency: CDOT Referral **Review Status:** Approved

Status Date: 06/03/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000053 Tier III 2943 N Trenton St Private Storm Sewer
Reviewing Agency/Company: CDOT

Comment Report

Tier III 2943 N Trenton St Private Storm Sewer

09/04/2025

Master ID: 2024-PROJMSTR-0000177 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000053 **Review Phase:**
Location: **Review End Date:** 06/02/2025

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

Reviewers Name: Michelle White
Reviewers Phone: 303-512-4218
Reviewers Email: michelle.m.white@state.co.us
Approval Status: Approved

Comments:
This is not on CDOT's system. We have no comments.

Reviewing Agency: Environmental Health Referral Review Status: Approved

Status Date: 05/29/2025
Status: Approved
Comments:

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

Reviewers Name: Shari Bills
Reviewers Email: Shari.Bills@denvergov.org

Status Date: 06/03/2025
Status: Approved - No Response
Comments: