


REQUEST FOR RESOLUTION FOR A TIER III ENCROACHMENT PERMIT

TO: Katie Ehlers, City Attorney's Office

FROM: Glen Blackburn, PE, Director, Right of Way Services 

PROJECT NO.: 2025-ENCROACHMENT-0000051

DATE: August 8, 2025

SUBJECT: Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to S LOGAN PARTNERS LLC, their successors and assigns, to encroach into the right-of-way with stoops and steps at the entrances of 7 individual dwelling units at 1000 South Logan Street.

It is requested that the above subject item be placed on the next available Mayor Council Agenda.

This office has investigated the request from Steve Ferris of Real Estate Garage dated April 21, 2025, on behalf of S LOGAN PARTNERS LLC for the granting of the above subject permit.

This matter has been checked by this office and has been coordinated with DOTI ROWS DES Transportation; CPD DS Project Review Coordinator; DOTI ROWS Survey; DOTI ROWS DES Wastewater; City Council District 7; DOTI ROWS ER Transportation & Wastewater; CenturyLink/Lumen; Xcel Energy; Regional Transportation District; Comcast; Metro Water Recovery; DOTI Street Maintenance; Office of Emergency Management; CPD Building Department; DOF Real Estate; Denver Fire Department; Denver Water; Parks & Recreation; DOTI Policy & Planning; Office of Disability Rights; DOTI ROWS Construction Engineering; DOTI TES Sign & Stripe; City Forester; Historic Preservation/Landmark; Colorado Department of Transportation; Environmental Services, all of whom have indicated no objection for the proposed encroachment.

As a result of the investigations, it has been determined that there is no objection to the granting of the revocable permit.

Therefore, you are requested to initiate Council action for the granting of a revocable permit, subject to certain terms and conditions, to S LOGAN PARTNERS LLC, their successors and assigns, to encroach into the right-of-way with stoops and steps at the entrances of 7 individual dwelling units at 1000 South Logan Street.

**INSERT ENCROACHMENT AREA LEGAL DESCRIPTION ROW 2025-ENCROACHMENT-0000051-002
HERE**

And benefitting the following described parcel of property:

INSERT PARCEL LEGAL DESCRIPTION ROW 2025-ENCROACHMENT-0000051-001 HERE

STANDARD PROVISIONS

The revocable permit ("Permit") granted by this Resolution is expressly granted upon and subject to each and all of the following terms and conditions (terms not defined herein are defined in the Rules and Regulations Governing Encroachments & Encumbrances in the Public Right of Way):

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/rowplanreview
Phone: (720) 865-3003

(a) Permittee shall obtain a street occupancy permit, street cut permit, and/or ROW construction permit from the City's Department of Transportation and Infrastructure ("DOTI") Permit Operations through www.denvergov.org/dotipermits prior to commencing construction.

(b) Permittee shall be responsible for obtaining all necessary permits and shall pay all costs for installation and construction of items permitted herein.

(c) If the Permittee intends to install any underground facilities in or near a Public road, street, alley, ROW or utility easement, the Permittee shall join the Statewide Notification Association of Owners and Operators of Underground Facilities by contacting the Utility Notification Center of Colorado (Colorado 811) through <https://colorado811.org/> or at 303-232-1991, 16361 Table Mountain Pkwy, Golden, Colorado, 80403. Further, Permittee shall contact the Utility Notification Center (Colorado 811) at <https://colorado811.org/> or 303-232-1991 to request locates for existing underground facilities prior to commencing excavation.

(d) Permittee is fully responsible for any and all damages incurred to facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver due to activities authorized by the Permits. Should the relocation or replacement of any drainage facilities for water and sewage of the City and County of Denver become necessary as determined by the City's Executive Director of DOTI ("Executive Director"), in the Executive Director's sole and absolute discretion, Permittee shall pay all cost and expense of the portion of the water and/or sewer facilities affected by the Encroachment(s). The extent of the affected portion to be replaced and relocated by Permittee shall be determined by the Executive Director. Any and all replacement or repair of facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be made by Denver Water, Utility Company, and/or the City and County of Denver at the sole expense of the Permittee. In the event the Permittee's facilities are damaged or destroyed due to Denver Water's, Utility Company's, or the City and County of Denver's repair, replacement and/or operation of its facilities, repairs will be made by Permittee at its sole expense. Permittee agrees to defend, indemnify and hold the City harmless and to repair or pay for the repair of any and all damages to said water, storm, sanitary sewer facilities or other Utility Company facilities, or those damages resulting from the failure of the water, storm, sanitary sewer facilities or other Utility Company facilities to properly function because of the Encroachment(s).

(e) Permittee shall comply with all requirements of affected Utility Companies and pay for all costs of removal, relocation, replacement or rearrangement of Utility Company facilities. Existing utility facilities shall not be utilized, obstructed or disturbed.

(f) All construction in, under, on or over the Encroachment Area shall be accomplished in accordance with the Building Code and [City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division](#).

(g) Permittee shall observe and comply with all Federal, State and local laws, regulations, ordinances, and public safety requests regarding the use of the Encroachment Area.

(h) Plans and Specifications governing the construction of the Encroachment(s) shall be approved by DOTI prior to construction.

(i) Permittee shall pay all costs of construction and maintenance of the Encroachment(s). Upon revocation of the Permit or upon abandonment, Permittee shall pay all costs of removing the Encroachment(s) from the Encroachment Area and restore the Encroachment Area to a condition in accordance with [City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division](#) under the supervision of DOTI.

(j) Permittee shall remove and replace any and all street/alley paving, Sidewalks, Streetscapes, Amenity Zones, and curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that become broken, damaged or unsightly during, in the opinion of DOTI, the course of construction or maintenance of the Encroachment(s). In the future, Permittee shall also remove, replace or repair any street/alley paving, Sidewalks, and curb and gutter that become broken or damaged when, in the opinion of DOTI, the damage has been caused by the Encroachment(s) or the activity of the Permittee within the Encroachment Area. All repair work shall be accomplished without cost to the City and under the supervision of DOTI.

(k) The City reserves the right to make an inspection of the Encroachment(s) and the Encroachment Area.

(l) During the existence of the Encroachment(s) and the Permit, Permittee, its successors and assigns, at its expense, and without cost to the City, shall procure and maintain Commercial General Liability insurance policy with a limit of not less than \$1,000,000 per occurrence. All coverages are to be arranged on an occurrence basis and include coverage for those hazards normally identified as X.C.U. during construction. The insurance coverage required herein constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All insurance coverage required herein shall be written in a form and by a company or companies approved by the Risk Manager of the City and authorized to do business in the State of Colorado. A certified copy of all such insurance policies shall be filed with the Executive Director, and each such policy shall contain a statement therein or endorsement thereon that it will not be canceled or materially changed without written notice, by registered mail, to the Executive Director at least thirty (30) days prior to the effective date of the cancellation or material change. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.

(m) In addition to the requirement herein to comply with all laws, Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and Commercial Space, Public Accommodations, Educational Institutions and Health and Welfare Services) of Chapter 28 (Human Rights) of the DRMC. The failure to comply with any such provision shall be a proper basis for revocation of the Encroachment(s).

(n) The right to revoke the Permit at any time for any reason and require the removal of the Encroachment(s) is expressly reserved to the City.

(o) By Permittee's use of this Permit and the Encroachment Area, Permittee agrees to the following:

i. Permittee agrees to defend, indemnify, reimburse and hold harmless 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 this Permit and the Encroachment(s) ("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.

ii. 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.

iii. 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.

iv. Insurance coverage requirements specified in this 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.

v. This defense and indemnification obligation shall survive the expiration or termination of this Permit.

(p) Pursuant to Chapter 49 of the DRMC, DOTI is authorized to remove or to order the removal of any article, vehicle, object or thing whatsoever encroaching into any street, alley, Sidewalk, or other public way or place.

(q) No third party, person or agency, except for an authorized Special District, may place the Encroachment(s) in front of a property without written permission of the adjacent property owner.

(r) Permittee's use of the ROW for placement of the Encroachment(s) does not create a property right or ownership interest of any kind in the Encroachment Area to the Permittee.

(s) All Encroachment(s) in Amenity Zones containing existing Public Trees and/or with the potential to impact tree roots or tree canopy must be pre-approved by the Office of the City Forester (OCF), by contacting them at forestry@denvergov.org or 720-913-0651. Encroachment(s) cannot be attached to or damage any Public Tree, and any damage shall be reported to the OCF immediately for mitigation. All trenching, excavation and grading activities within the Dripline of any Public Tree must be pre-approved by the OCF. City permits are

required for the planting or removal of any Public Trees and can be obtained by emailing forestry@denvergov.org.

(t) All disturbances associated with construction of the Encroachment(s) shall be managed as required by City standards for erosion control which may require standard notes or CASDP permitting depending on location and scope of project.

(u) Encroachment(s) proposed adjacent to a designated park or within a dedicated parkway shall require the City's Department of Parks and Recreation approval prior to installation.

(v) Encroachment(s) attached to a building may require building and/or zoning permits from the City's Department of Community Planning and Development.

(w) Encroachment(s) in the regulatory floodplain shall require a SUDP and comply with Chapter 4 Floodplain Regulations of the "Storm Drainage Design and Technical Criteria", Chapter 12 Floodplain Management of the "DOTI Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater" and the City Floodplain Ordinance in DRMC Section 56-200 through 56-206. Above ground Encroachment(s) in a Floodway require a No-Rise Certification sealed and signed by a Professional Engineer licensed in the State of Colorado. If there is any rise in Base Flood Elevations, a Conditional Letter of Map Revision (CLOMR) and LOMR will be required.

(x) Only clean soil may be brought onto an Encroachment Area. Verification of soil quality must be provided if requested. Material removed from an Encroachment Area must be properly disposed and is the responsibility of the Permittee.

SPECIAL CONDITIONS FOR THIS PERMIT

(a) None

A map of the area is attached hereto.

GB: sb

cc: Asset Management,
City Council Office, Luke Palmisano
Councilperson and Aides
Department of Law, Bradley Beck
Department of Law, Martin Plate
Department of Law, Katie Ehlers
DOTI, Alba Castro
DOTI, Alaina McWhorter
Project File

Property Owner:
Adam Fenton
S LOGAN PARTNERS LLC
2149 S. Holly St.
Denver, CO 80222

Agent:
Steve Ferris
Real Estate Garage
250 Fillmore St
Suite 150
Denver, CO 80206

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/rowplanreview
Phone: (720) 865-3003

ORDINANCE/RESOLUTION REQUEST

Please email requests to the Mayor's Legislative Team
at MileHighOrdinance@DenverGov.org by 9 a.m. Friday. Contact the Mayor's Legislative team with questions

Date of Request: August 8, 2025

Please mark one: ☐ Bill Request or ☒ Resolution Request

Please mark one: The request directly impacts developments, projects, contracts, resolutions, or bills that involve property and impact within .5 miles of the South Platte River from Denver's northern to southern boundary? (Check map [HERE](#))

☐ Yes ☒ No

1. Type of Request:

☐ Contract/Grant Agreement ☐ Intergovernmental Agreement (IGA) ☐ Rezoning/Text Amendment

☐ Dedication/Vacation ☐ Appropriation/Supplemental ☐ DRMC Change

☒ Other: Tier III Encroachment Resolution

2. **Title:** (Start with *approves*, *amends*, *dedicates*, etc., include name of company or contractor and indicate the type of request: grant acceptance, contract execution, contract amendment, municipal code change, supplemental request, etc.)

Approves a request for a Resolution granting a revocable permit, subject to certain terms and conditions, to S LOGAN PARTNERS LLC, their successors and assigns, to encroach into the right-of-way with stoops and steps at the entrances of 7 individual dwelling units at 1000 South Logan Street.

3. **Requesting Agency:** DOTI, Right-of-Way Services, Engineering and Regulatory

4. Contact Person:

Contact person with knowledge of proposed ordinance/resolution (e.g., subject matter expert)	Contact person for council members or mayor-council
Name: Shari Bills	Name: Alaina McWhorter
Email: shari.bills@denvergov.org	Email: Alaina.mcwhorter@denvergov.org

5. General description or background of proposed request. Attach executive summary if more space needed:

Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to S LOGAN PARTNERS LLC, their successors and assigns, to encroach into the right-of-way with stoops and steps at the entrances of 7 individual dwelling units at 1000 South Logan Street.

6. **City Attorney assigned to this request (if applicable):** Martin Plate

7. **City Council District:** Councilperson Alvidrez, District 7

8. ****For all contracts, fill out and submit accompanying Key Contract Terms worksheet****

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____

Key Contract Terms

Type of Contract: (e.g. Professional Services > \$500K; IGA/Grant Agreement, Sale or Lease of Real Property):

Vendor/Contractor Name (including any dba's):

Contract control number (legacy and new):

Location:

Is this a new contract? ☐ Yes ☐ No Is this an Amendment? ☐ Yes ☐ No If yes, how many? _____

Contract Term/Duration (for amended contracts, include existing term dates and amended dates):

Contract Amount (indicate existing amount, amended amount and new contract total):

<i>Current Contract Amount</i> (A)	<i>Additional Funds</i> (B)	<i>Total Contract Amount</i> (A+B)
<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>

Scope of work:

Was this contractor selected by competitive process?

If not, why not?

Has this contractor provided these services to the City before? ☐ Yes ☐ No

Source of funds:

Is this contract subject to: ☐ W/MBE ☐ DBE ☐ SBE ☐ XO101 ☐ ACDBE ☐ N/A

WBE/MBE/DBE commitments (construction, design, Airport concession contracts):

Who are the subcontractors to this contract?

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____

RESOLUTION FOR A TIER III ENCROACHMENT EXECUTIVE SUMMARY

An Encroachment is a privately-owned improvement located in or projecting over or under the public right-of-way.

Application Title: 2025-ENCROACHMENT-0000051 Tier III 1000 S Logan St Steps and Stoops

Encroachment Owner: S LOGAN PARTNERS LLC

Description of Proposed Encroachment: Stoops and steps for a new building at the entrances of 7 individual dwelling units at 1000 South Logan Street.

Applicant's explanation of why the Public Right-of-Way must be utilized for their private improvement: This will provide safe entrances to the dwelling units.

Annual Fees: \$200.00 per year

Location Map:



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/rowplanreview
Phone: (720) 865-3003

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A FOUND STONE WITH A CHISELED "X" IN A RANGE BOX WITH 8" PVC SLEEVE, AND MONUMENTED AT THE EAST ONE-QUARTER CORNER BY A FOUND 3 INCH BRASS CAP IN A RANGE BOX, STAMPED "D.W.D., T4S, 1/4, R68W, 15|14, LS16398, 1986", WHICH BEARS NORTH 00°04'16" EAST, A DISTANCE OF 2638.58 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

COMMENCING AT SAID SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 70°32'36" WEST, A DISTANCE OF 1347.79 FEET TO A POINT ON THE EAST LINE OF SOUTH LOGAN STREET, ALSO BEING THE WEST LINE OF LOT 7, LINCOLN SUBDIVISION, SAID POINT BEING 14.10 FEET ALONG SAID LINE FROM THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 89°34'38" WEST, A DISTANCE OF 3.08 FEET;
THENCE NORTH 00°25'22" WEST, A DISTANCE OF 9.50 FEET;
THENCE SOUTH 89°34'38" WEST, A DISTANCE OF 1.63 FEET;
THENCE NORTH 00°07'55" EAST, A DISTANCE OF 4.00 FEET;
THENCE NORTH 89°34'38" EAST, A DISTANCE OF 4.74 FEET TO THE EAST LINE OF SOUTH LOGAN STREET;
THENCE SOUTH 00°08'53" EAST, A DISTANCE OF 13.50 FEET ALONG THE EAST LINE OF SOUTH LOGAN STREET, TO THE **POINT OF BEGINNING**,

THE ABOVE-DESCRIBED PARCEL CONTAINS 48 SQUARE FEET OR 0.001 ACRE, MORE OR LESS.

KEVIN J. KUCHARCZYK, PLS
COLORADO REG. NO. 34591
FOR AND ON BEHALF OF:
R&R ENGINEERS-SURVEYORS, INC.



EXHIBIT A

ILLUSTRATION

EAST TENNESSEE AVENUE
(80' - PUBLIC RIGHT OF WAY)

EAST 1/4 CORNER, SEC. 15
FOUND 3" BRASS CAP IN RANGE BOX
STAMPED "D.W.D., T4S, 1/4,
R68W, 1514, LS16398, 1986"

SOUTH LOGAN STREET
(88' - PUBLIC RIGHT OF WAY)

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

12' PUBLIC ALLEY

17
LINCOLN
SUBDIVISION

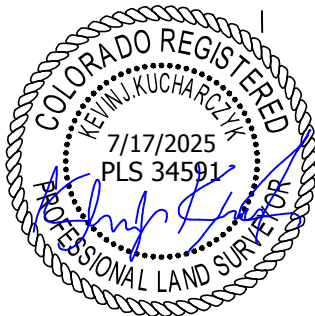
(BASIS OF BEARINGS)
N00°04'16"E 2638.58'
E. LINE, SE1/4, SEC. 15

N00°07'55"E 4.00'
S89°34'38"W 1.63'
N00°25'22"W 9.50'
S89°34'38"W 3.08'
N89°34'38"E 4.74'
S00°08'53"E 13.50'
48 SQ FT
0.001 ACRE
POINT OF BEGINNING

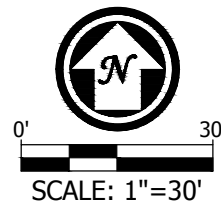
14.10'
(TIE)

N70°32'36"W 1347.79' (TIE)

POINT OF COMMENCEMENT
SOUTHEAST CORNER, SEC. 15
FOUND STONE IN RANGE BOX
WITH 8" PVC SLEEVE



NOTE
THIS MAP IS TO DEPICT THE ACCOMPANYING
DESCRIPTION AND IS FOR INFORMATIONAL
PURPOSES ONLY. IT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY.



LAND DESCRIPTION

REVISIONS			Orig. Issue Date:	06/01/2025	Sheet
			Drawn By:	LJ/MJP	2
			Checked By:	KJK	of
			Project No.	NC24040	14



R&R ENGINEERS-SURVEYORS, INC.
1635 W. 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
303-753-6730
www.rrengineers.com

**EXHIBIT B
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A FOUND STONE WITH A CHISELED "X" IN A RANGE BOX WITH 8" PVC SLEEVE, AND MONUMENTED AT THE EAST ONE-QUARTER CORNER BY A FOUND 3 INCH BRASS CAP IN A RANGE BOX, STAMPED "D.W.D., T4S, 1/4, R68W, 15|14, LS16398, 1986", WHICH BEARS NORTH 00°04'16" EAST, A DISTANCE OF 2638.58 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

COMMENCING AT SAID SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 69°35'16" WEST, A DISTANCE OF 1356.03 FEET TO A POINT ON THE EAST LINE OF SOUTH LOGAN STREET, ALSO BEING THE WEST LINE OF LOT 6, LINCOLN SUBDIVISION, SAID POINT BEING 13.09 FEET ALONG SAID LINE FROM THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 89°34'38" WEST, A DISTANCE OF 3.19 FEET;
THENCE NORTH 00°25'22" WEST, A DISTANCE OF 9.50 FEET;
THENCE SOUTH 89°34'38" WEST, A DISTANCE OF 1.40 FEET;
THENCE NORTH 00°03'30" EAST, A DISTANCE OF 4.00 FEET;
THENCE NORTH 89°34'38" EAST, A DISTANCE OF 4.62 FEET TO THE EAST LINE OF SOUTH LOGAN STREET;
THENCE SOUTH 00°08'53" EAST, A DISTANCE OF 13.50 FEET ALONG THE EAST LINE OF SOUTH LOGAN STREET, TO THE **POINT OF BEGINNING**,

THE ABOVE-DESCRIBED PARCEL CONTAINS 49 SQUARE FEET OR 0.001 ACRE, MORE OR LESS.

KEVIN J. KUCHARCZYK, PLS
COLORADO REG. NO. 34591
FOR AND ON BEHALF OF:
R&R ENGINEERS-SURVEYORS, INC.



EXHIBIT B
ILLUSTRATION

EAST TENNESSEE AVENUE
(80' - PUBLIC RIGHT OF WAY)

EAST 1/4 CORNER, SEC. 15
FOUND 3" BRASS CAP IN RANGE BOX
STAMPED "D.W.D., T4S, 1/4,
R68W, 15114, LS16398, 1986"

SOUTH LOGAN STREET
(88' - PUBLIC RIGHT OF WAY)

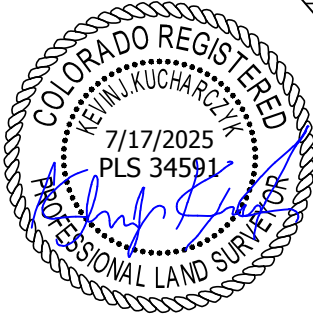
12' PUBLIC ALLEY

(BASIS OF BEARINGS)
N00°04'16"E 2638.58'
E. LINE, SE1/4, SEC. 15

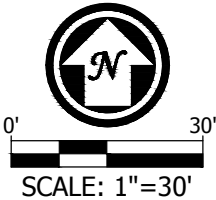
N00°03'30"E 4.00'
S89°34'38"W 1.40'
N00°25'22"W 9.50'
S89°34'38"W 3.19'
N89°34'38"E 4.62'
S00°08'53"E 13.50'
49 SQ FT
0.001 ACRE
POINT OF BEGINNING

N69°35'16"W 1356.03' (TIE)

POINT OF COMMENCEMENT
SOUTHEAST CORNER, SEC. 15
FOUND STONE IN RANGE BOX
WITH 8" PVC SLEEVE



NOTE
THIS MAP IS TO DEPICT THE ACCOMPANYING
DESCRIPTION AND IS FOR INFORMATIONAL
PURPOSES ONLY. IT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY.



LAND DESCRIPTION

REVISIONS			Orig. Issue Date:	06/01/2025	Sheet
			Drawn By:	LJ/MJP	4
			Checked By:	KJK	of
			Project No.	NC24040	14



R&R ENGINEERS-SURVEYORS, INC.
1635 W. 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
303-753-6730
www.rrengineers.com

EXHIBIT C
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A FOUND STONE WITH A CHISELED "X" IN A RANGE BOX WITH 8" PVC SLEEVE, AND MONUMENTED AT THE EAST ONE-QUARTER CORNER BY A FOUND 3 INCH BRASS CAP IN A RANGE BOX, STAMPED "D.W.D., T4S, 1/4, R68W, 15|14, LS16398, 1986", WHICH BEARS NORTH 00°04'16" EAST, A DISTANCE OF 2638.58 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

COMMENCING AT SAID SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 68°38'40" WEST, A DISTANCE OF 1364.65 FEET TO A POINT ON THE EAST LINE OF SOUTH LOGAN STREET, ALSO BEING THE WEST LINE OF LOT 5, LINCOLN SUBDIVISION, SAID POINT BEING 12.09 FEET ALONG SAID LINE FROM THE SOUTHWEST CORNER OF SAID LOT 5, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 89°34'38" WEST, A DISTANCE OF 3.31 FEET;
THENCE NORTH 00°25'22" WEST, A DISTANCE OF 8.50 FEET;
THENCE SOUTH 89°34'38" WEST, A DISTANCE OF 1.21 FEET;
THENCE NORTH 00°02'56" EAST, A DISTANCE OF 4.00 FEET;
THENCE NORTH 89°34'38" EAST, A DISTANCE OF 4.54 FEET TO THE EAST LINE OF SOUTH LOGAN STREET;
THENCE SOUTH 00°08'53" EAST, A DISTANCE OF 12.50 FEET ALONG THE EAST LINE OF SOUTH LOGAN STREET, TO THE **POINT OF BEGINNING**,

THE ABOVE-DESCRIBED PARCEL CONTAINS 47 SQUARE FEET OR 0.001 ACRE, MORE OR LESS.

KEVIN J. KUCHARCZYK, PLS
COLORADO REG. NO. 34591
FOR AND ON BEHALF OF:
R&R ENGINEERS-SURVEYORS, INC.



EXHIBIT C
ILLUSTRATION

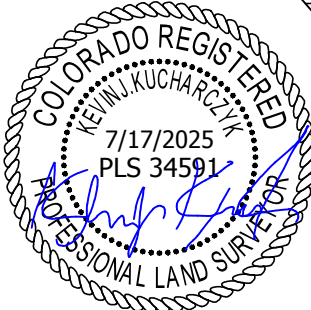
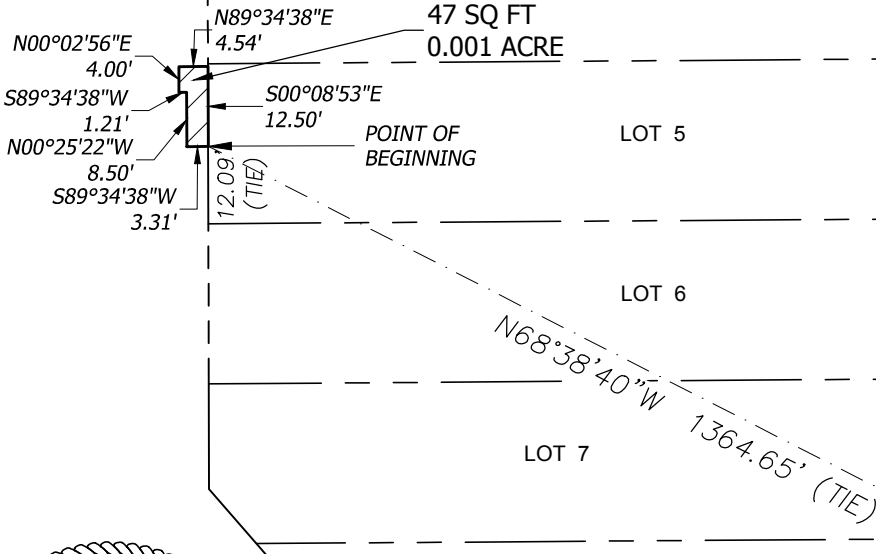
EAST TENNESSEE AVENUE
(80' - PUBLIC RIGHT OF WAY)

EAST 1/4 CORNER, SEC. 15
FOUND 3" BRASS CAP IN RANGE BOX
STAMPED "D.W.D., T4S, 1/4,
R68W, 15/14, LS16398, 1986"

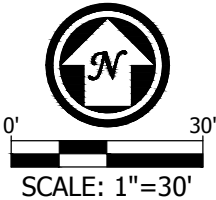
SOUTH LOGAN STREET
(88' - PUBLIC RIGHT OF WAY)

12' PUBLIC ALLEY

(BASIS OF BEARINGS)
N00°04'16"E 2638.58'
E. LINE, SE1/4, SEC. 15



NOTE
THIS MAP IS TO DEPICT THE ACCOMPANYING
DESCRIPTION AND IS FOR INFORMATIONAL
PURPOSES ONLY. IT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY.



POINT OF COMMENCEMENT
SOUTHEAST CORNER, SEC. 15
FOUND STONE IN RANGE BOX
WITH 8" PVC SLEEVE

LAND DESCRIPTION

REVISIONS		Orig. Issue Date:	06/01/2025	Sheet	6
		Drawn By:	LJ/MJP		of
		Checked By:	KJK		14
		Project No.	NC24040		



R&R ENGINEERS-SURVEYORS, INC.
1635 W. 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
303-753-6730
www.rrengineers.com

**EXHIBIT D
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A FOUND STONE WITH A CHISELED "X" IN A RANGE BOX WITH 8" PVC SLEEVE, AND MONUMENTED AT THE EAST ONE-QUARTER CORNER BY A FOUND 3 INCH BRASS CAP IN A RANGE BOX, STAMPED "D.W.D., T4S, 1/4, R68W, 15|14, LS16398, 1986", WHICH BEARS NORTH 00°04'16" EAST, A DISTANCE OF 2638.58 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

COMMENCING AT SAID SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 67°42'46" WEST, A DISTANCE OF 1373.62 FEET TO A POINT ON THE EAST LINE OF SOUTH LOGAN STREET, ALSO BEING THE WEST LINE OF LOT 4, LINCOLN SUBDIVISION, SAID POINT BEING 11.08 FEET ALONG SAID LINE FROM THE SOUTHWEST CORNER OF SAID LOT 4, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 89°34'38" WEST, A DISTANCE OF 3.42 FEET;
THENCE NORTH 00°25'22" WEST, A DISTANCE OF 9.50 FEET;
THENCE SOUTH 89°34'38" WEST, A DISTANCE OF 1.00 FEET;
THENCE NORTH 00°02'56" EAST, A DISTANCE OF 4.00 FEET;
THENCE NORTH 89°34'38" EAST, A DISTANCE OF 4.46 FEET TO THE EAST LINE OF SOUTH LOGAN STREET;
THENCE SOUTH 00°08'53" EAST, A DISTANCE OF 13.50 FEET ALONG THE EAST LINE OF SOUTH LOGAN STREET, TO THE **POINT OF BEGINNING**,

THE ABOVE-DESCRIBED PARCEL CONTAINS 51 SQUARE FEET OR 0.001 ACRE, MORE OR LESS.

KEVIN J. KUCHARCZYK, PLS
COLORADO REG. NO. 34591
FOR AND ON BEHALF OF:
R&R ENGINEERS-SURVEYORS, INC.



EXHIBIT D

ILLUSTRATION

EAST TENNESSEE AVENUE
(80' - PUBLIC RIGHT OF WAY)

EAST 1/4 CORNER, SEC. 15
FOUND 3" BRASS CAP IN RANGE BOX
STAMPED "D.W.D., T4S, 1/4,
R68W, 15114, LS16398, 1986"

SOUTH LOGAN STREET
(88' - PUBLIC RIGHT OF WAY)

N00°02'56"E 4.00'
S89°34'38"W 1.00'
N00°25'22"W 9.50'
S89°34'38"W 3.42'
N89°34'38"E 4.46'
S00°08'53"E 13.50'
11.08' (T/E)
51 SQ FT
0.001 ACRE
POINT OF BEGINNING

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

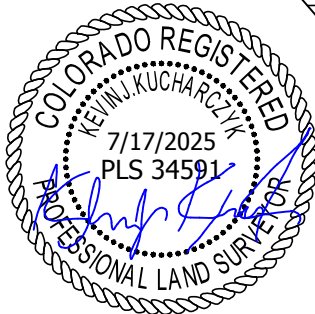
LOT 7

BLOCK
17
LINCOLN
SUBDIVISION

12' PUBLIC ALLEY

(BASIS OF BEARINGS)
N00°04'16"E 2638.58'
E. LINE, SE1/4, SEC. 15

N67°42'46"W 1373.62' (T/E)



NOTE

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0' 30'
SCALE: 1"=30'

POINT OF COMMENCEMENT
SOUTHEAST CORNER, SEC. 15
FOUND STONE IN RANGE BOX
WITH 8" PVC SLEEVE

LAND DESCRIPTION

REVISIONS			Orig. Issue Date:	06/01/2025	Sheet
			Drawn By:	LJ/MJP	8
			Checked By:	KJK	of
			Project No.	NC24040	14



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DENVER, COLORADO 80204
303-753-6730
www.rrengineers.com

**EXHIBIT E
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A FOUND STONE WITH A CHISELED "X" IN A RANGE BOX WITH 8" PVC SLEEVE, AND MONUMENTED AT THE EAST ONE-QUARTER CORNER BY A FOUND 3 INCH BRASS CAP IN A RANGE BOX, STAMPED "D.W.D., T4S, 1/4, R68W, 15|14, LS16398, 1986", WHICH BEARS NORTH 00°04'16" EAST, A DISTANCE OF 2638.58 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

COMMENCING AT SAID SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 63°27'01" WEST, A DISTANCE OF 1365.26 FEET TO A POINT ON THE SOUTH LINE OF EAST TENNESSEE AVENUE, ALSO BEING THE NORTH LINE OF LOT 1, LINCOLN SUBDIVISION, SAID POINT BEING 78.45 FEET ALONG SAID LINE FROM THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 89°36'24" WEST, A DISTANCE OF 14.50 FEET ALONG THE SOUTH LINE OF EAST TENNESSEE AVENUE;
THENCE NORTH 00°25'22" WEST, A DISTANCE OF 3.52 FEET;
THENCE NORTH 89°34'38" EAST, A DISTANCE OF 10.50 FEET;
THENCE NORTH 00°25'22" WEST, A DISTANCE OF 0.56 FEET;
THENCE NORTH 89°33'48" EAST, A DISTANCE OF 4.00 FEET;
THENCE SOUTH 00°25'22" EAST, A DISTANCE OF 4.09 FEET, TO THE SOUTH LINE OF EAST TENNESSEE AVENUE AND THE **POINT OF BEGINNING**,

THE ABOVE-DESCRIBED PARCEL CONTAINS 53 SQUARE FEET OR 0.001 ACRE, MORE OR LESS.

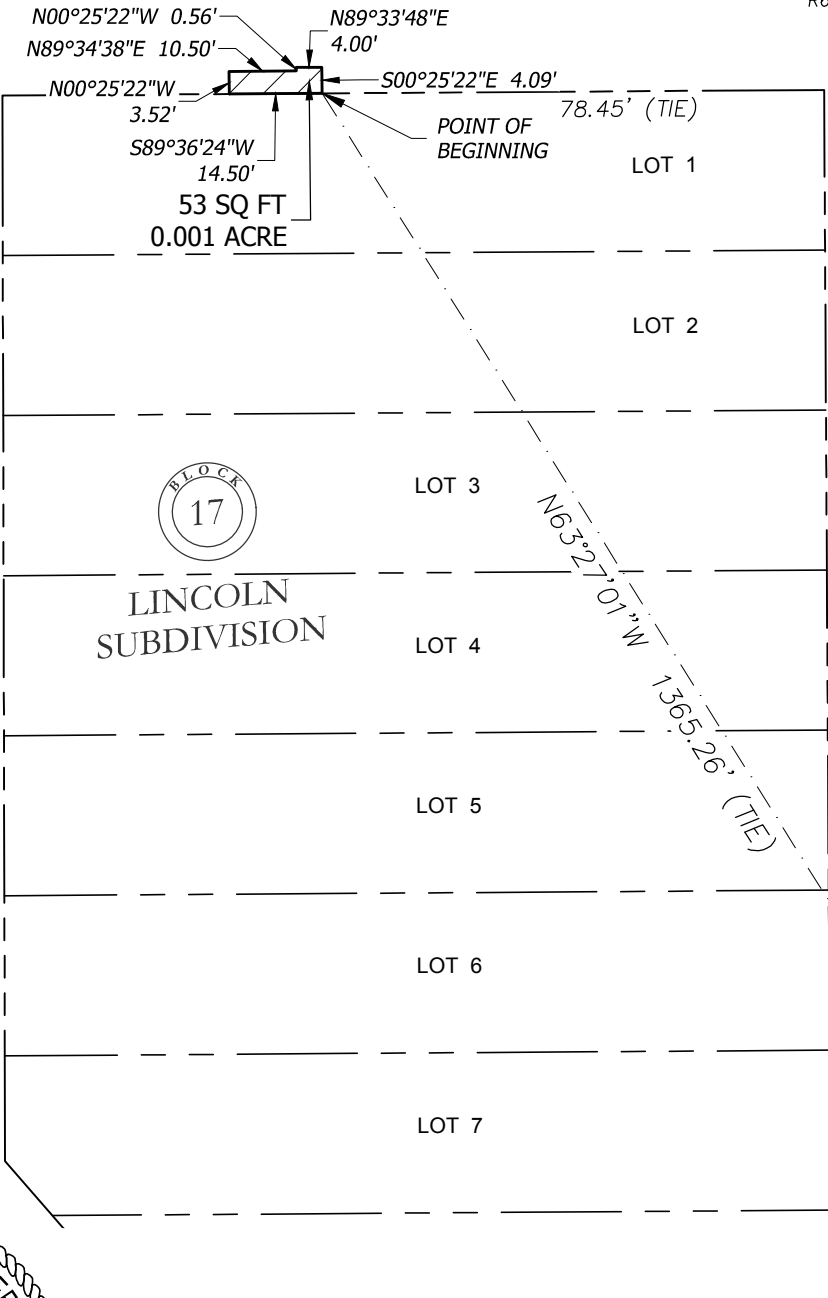
KEVIN J. KUCHARCZYK, PLS
COLORADO REG. NO. 34591
FOR AND ON BEHALF OF:
R&R ENGINEERS-SURVEYORS, INC.



EXHIBIT E
ILLUSTRATION

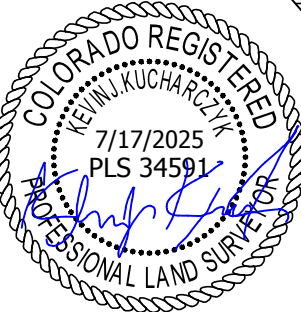
EAST TENNESSEE AVENUE
(80' - PUBLIC RIGHT OF WAY)

EAST 1/4 CORNER, SEC. 15
FOUND 3" BRASS CAP IN RANGE BOX
STAMPED "D.W.D., T4S, 1/4,
R68W, 1514, LS16398, 1986"

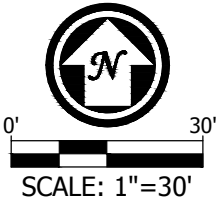


12' PUBLIC ALLEY

(BASIS OF BEARINGS)
N00°04'16"E 2638.58'
E. LINE, SE1/4, SEC. 15



NOTE
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DESCRIPTION AND IS FOR INFORMATIONAL
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POINT OF COMMENCEMENT
SOUTHEAST CORNER, SEC. 15
FOUND STONE IN RANGE BOX
WITH 8" PVC SLEEVE

LAND DESCRIPTION

REVISIONS			Orig. Issue Date:	06/01/2025	Sheet
			Drawn By:	LJ/MJP	10
			Checked By:	KJK	of
			Project No.	NC24040	14



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1635 W. 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
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www.rrengineers.com

**EXHIBIT F
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A FOUND STONE WITH A CHISELED "X" IN A RANGE BOX WITH 8" PVC SLEEVE, AND MONUMENTED AT THE EAST ONE-QUARTER CORNER BY A FOUND 3 INCH BRASS CAP IN A RANGE BOX, STAMPED "D.W.D., T4S, 1/4, R68W, 15|14, LS16398, 1986", WHICH BEARS NORTH 00°04'16" EAST, A DISTANCE OF 2638.58 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

COMMENCING AT SAID SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 62°59'12" WEST, A DISTANCE OF 1343.90 FEET TO A POINT ON THE SOUTH LINE OF EAST TENNESSEE AVENUE, ALSO BEING THE NORTH LINE OF LOT 1, LINCOLN SUBDIVISION, SAID POINT BEING 54.45 FEET ALONG SAID LINE FROM THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 89°36'24" WEST, A DISTANCE OF 14.50 FEET ALONG THE SOUTH LINE OF EAST TENNESSEE AVENUE;
THENCE NORTH 00°25'22" WEST, A DISTANCE OF 3.51 FEET;
THENCE NORTH 89°34'38" EAST, A DISTANCE OF 10.50 FEET;
THENCE NORTH 00°25'22" WEST, A DISTANCE OF 0.58 FEET;
THENCE NORTH 89°33'48" EAST, A DISTANCE OF 4.00 FEET;
THENCE SOUTH 00°25'22" EAST, A DISTANCE OF 4.10 FEET, TO THE SOUTH LINE OF EAST TENNESSEE AVENUE AND THE **POINT OF BEGINNING**,

THE ABOVE-DESCRIBED PARCEL CONTAINS 53 SQUARE FEET OR 0.001 ACRE, MORE OR LESS.

KEVIN J. KUCHARCZYK, PLS
COLORADO REG. NO. 34591
FOR AND ON BEHALF OF:
R&R ENGINEERS-SURVEYORS, INC.

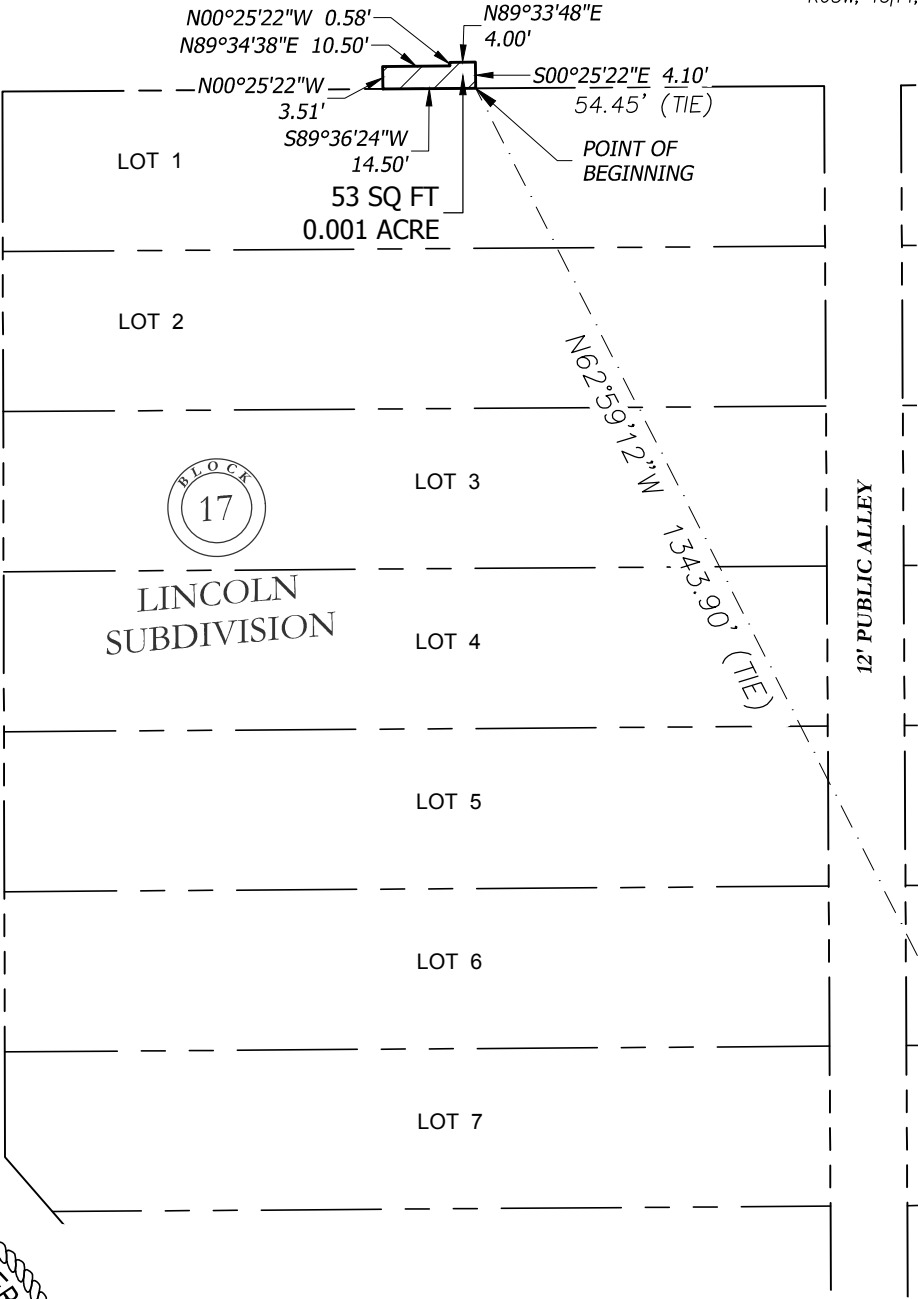


EXHIBIT F
ILLUSTRATION

EAST TENNESSEE AVENUE
(80' - PUBLIC RIGHT OF WAY)

EAST 1/4 CORNER, SEC. 15
FOUND 3" BRASS CAP IN RANGE BOX
STAMPED "D.W.D., T4S, 1/4,
R68W, 1514, LS16398, 1986"

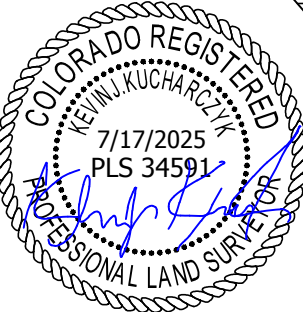
SOUTH LOGAN STREET
(88' - PUBLIC RIGHT OF WAY)



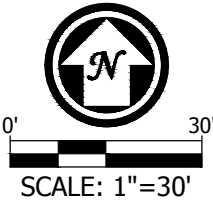
LINCOLN
SUBDIVISION

12' PUBLIC ALLEY

(BASIS OF BEARINGS)
N00°04'16"E 2638.58'
E. LINE, SE1/4, SEC. 15



NOTE
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POINT OF COMMENCEMENT
SOUTHEAST CORNER, SEC. 15
FOUND STONE IN RANGE BOX
WITH 8" PVC SLEEVE

LAND DESCRIPTION

REVISIONS			Orig. Issue Date:	06/01/2025	Sheet
			Drawn By:	LJ/MJP	12
			Checked By:	KJK	of
			Project No.	NC24040	14



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303-753-6730
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EXHIBIT G
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A FOUND STONE WITH A CHISELED "X" IN A RANGE BOX WITH 8" PVC SLEEVE, AND MONUMENTED AT THE EAST ONE-QUARTER CORNER BY A FOUND 3 INCH BRASS CAP IN A RANGE BOX, STAMPED "D.W.D., T4S, 1/4, R68W, 15|14, LS16398, 1986", WHICH BEARS NORTH 00°04'16" EAST, A DISTANCE OF 2638.58 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

COMMENCING AT SAID SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 62°19'37" WEST, A DISTANCE OF 1314.80 FEET TO A POINT ON THE SOUTH LINE OF EAST TENNESSEE AVENUE, ALSO BEING THE NORTH LINE OF LOT 1, LINCOLN SUBDIVISION, SAID POINT BEING 21.57 FEET ALONG SAID LINE FROM THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 89°36'24" WEST, A DISTANCE OF 13.90 FEET ALONG THE SOUTH LINE OF EAST TENNESSEE AVENUE;
THENCE NORTH 00°25'22" WEST, A DISTANCE OF 3.53 FEET;
THENCE NORTH 89°34'38" EAST, A DISTANCE OF 9.90 FEET;
THENCE NORTH 00°25'22" WEST, A DISTANCE OF 0.59 FEET;
THENCE NORTH 89°33'48" EAST, A DISTANCE OF 4.00 FEET;
THENCE SOUTH 00°25'22" EAST, A DISTANCE OF 4.13 FEET, TO THE SOUTH LINE OF EAST TENNESSEE AVENUE AND THE **POINT OF BEGINNING**,

THE ABOVE-DESCRIBED PARCEL CONTAINS 51 SQUARE FEET OR 0.001 ACRE, MORE OR LESS.

KEVIN J. KUCHARCZYK, PLS
COLORADO REG. NO. 34591
FOR AND ON BEHALF OF:
R&R ENGINEERS-SURVEYORS, INC.

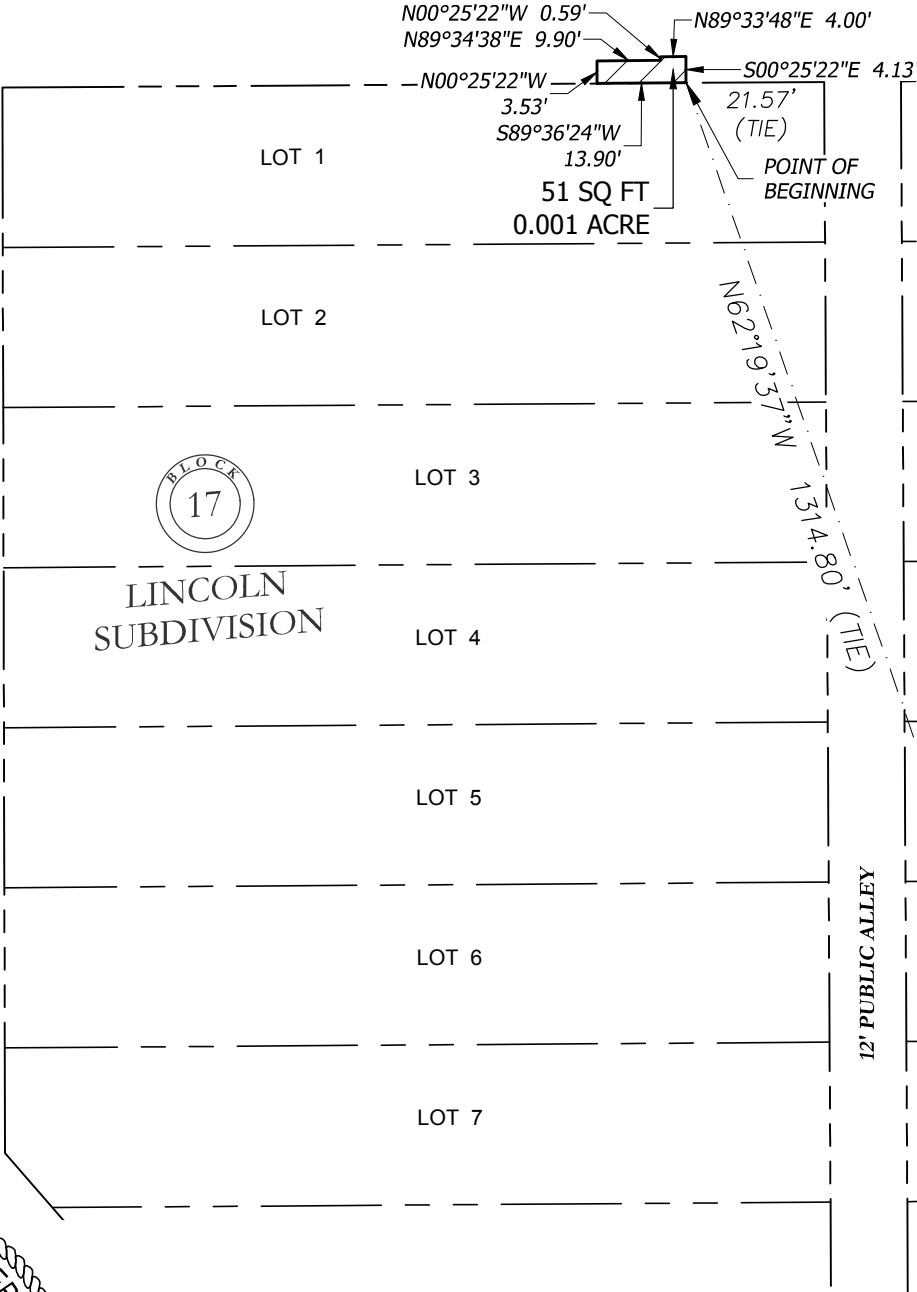


EXHIBIT G
ILLUSTRATION

EAST TENNESSEE AVENUE
(80' - PUBLIC RIGHT OF WAY)

EAST 1/4 CORNER, SEC. 15
FOUND 3" BRASS CAP IN RANGE BOX
STAMPED "D.W.D., T4S, 1/4,
R68W, 15/14, LS16398, 1986"

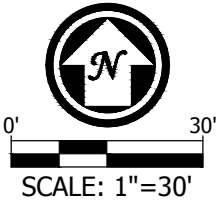
SOUTH LOGAN STREET
(88' - PUBLIC RIGHT OF WAY)



(BASIS OF BEARINGS)
N00°04'16"E 2638.58'
E. LINE, SE1/4, SEC. 15



NOTE
THIS MAP IS TO DEPICT THE ACCOMPANYING
DESCRIPTION AND IS FOR INFORMATIONAL
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POINT OF COMMENCEMENT
SOUTHEAST CORNER, SEC. 15
FOUND STONE IN RANGE BOX
WITH 8" PVC SLEEVE

LAND DESCRIPTION

REVISIONS			Orig. Issue Date: 06/01/2025	Sheet
			Drawn By: LJ/MJP	14
			Checked By: KJK	of
			Project No. NC24040	14



R&R ENGINEERS-SURVEYORS, INC.
1635 W. 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
303-753-6730
www.rrengineers.com



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: **ABZ70820527.1**

Date: **06/04/2025**

Property Address: **1000 SOUTH LOGAN STREET, DENVER, CO 80209**

For Closing Assistance

For Title Assistance

Kim Zimmerman
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(720) 406-2083 (Work)
kzimmerman@ltgc.com

Seller/Owner

NARRATE COMPANY
Attention: IRELAND ZIEGLER
2149 S. HOLLY ST.
Denver, CO 80222
Ireland@narrateholdings.com
Delivered via: Electronic Mail

Seller/Owner

NARRATE COMPANY
Attention: TANNER SCHOLVIN
5500 GREENWOOD PLAZA BLVD SUITE 130
GREENWOOD VILLAGE, CO 80111
(720) 334-1726 (Work)
tanner@narrateco.com
Delivered via: Electronic Mail

Seller/Owner

NARRATE COMPANY
Attention: ADAM FENTON
5500 GREENWOOD PLAZA BLVD SUITE 130
GREENWOOD VILLAGE, CO 80111
(720) 334-1726 (Work)
adam@narrateco.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY

Attention: LUKE DAVIDSON
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 321-1880 (Work)
(303) 393-4912 (Work Fax)
ldavidson@ltgc.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: ABZ70820527.1

Date: 06/04/2025

Property Address: 1000 SOUTH LOGAN STREET, DENVER, CO 80209

Seller(s): S LOGAN PARTNERS LLC, A COLORADO LIMITED LIABILITY COMPANY

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	
"ALTA" Owner's Policy 07-30-21	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 12/22/2023 under reception no. 2023119178](#)

Plat Map(s):

[Denver county recorded 04/03/1883 at book 3 page 20C](#)

ALTA COMMITMENT
Chicago Title Insurance Company
Schedule A

Order Number: ABZ70820527.1

Property Address:

1000 SOUTH LOGAN STREET, DENVER, CO 80209

1. Commitment Date:

05/30/2025 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 07-30-21

TBD

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. The Title is, at the Commitment Date, vested in:

S LOGAN PARTNERS LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land is described as follows:

PARCEL I:

LOTS 1 TO 7, INCLUSIVE, BLOCK 17, LINCOLN SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL II:

TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 8, WHICH IS 25.0 FEET EAST OF THE NORTHWEST CORNER OF LOT 8, BLOCK 17, LINCOLN SUBDIVISION;
 THENCE SOUTHEAST A DISTANCE OF 122.82 FEET TO THE SOUTH LINE OF LOT 11;
 THENCE EAST ALONG THE SOUTH LINE OF LOT 11 A DISTANCE OF 32.57 FEET TO THE SOUTHEAST CORNER OF LOT 11;
 THENCE NORTH ALONG THE EAST LINE OF LOTS 8 THROUGH 11, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF LOT 8;
 THENCE WEST ALONG THE NORTH LINE OF LOT 8, A DISTANCE OF 103.89 FEET, MORE OR LESS TO THE POINT OF BEGINNING, SAID PARCEL BEING A PART OF BLOCK 17, LINCOLN SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL III:

A PARCEL OF LAND IN LOT 12, BLOCK 17, LINCOLN SUBDIVISION, ALSO BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED AT BOOK 7105 AT PAGE [272](#) ON APRIL 29, 1952 IN THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER ALL IN SE 1/4 OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PM, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12, BLOCK 17, LINCOLN SUBDIVISION;
 THENCE SOUTH 00°19'34" EAST 20.03 FEET ALONG THE EASTERLY LINE OF SAID LOT 12;
 THENCE SOUTH 71°28'16" WEST 14.14 FEET TO A POINT OF THE PROJECTED NORTHEASTERLY LINE OF BUCHTEL BOULEVARD, SAID POINT LYING NORTH 38°42'48" WEST 40.87 FEET FROM COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) MONUMENT NUMBER 19722 AND
 THENCE ALONG SAID PROJECTED NORTHEASTERLY LINE NORTH 38°42'48" WEST 31.09 TO CDOT MONUMENT 16133 SAID POINT ALSO BEING ON THE NORTH LINE OF SAID LOT 12; THENCE NORTH

ALTA COMMITMENT
Chicago Title Insurance Company
Schedule A

Order Number: ABZ70820527.1

89°31'50" EAST 32.74 FEET ALONG THE NORTH LINE OF SAID LOT 12, TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL IV:

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST RANGE POINT FOR BLOCK 16, LINCOLN SUBDIVISION FROM WHENCE THE SOUTHEAST RANGE POINT OF SAID BLOCK 16 BEARS N89°14'56" E, A DISTANCE OF 307.42 FEET, SAID LINE FORMING THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION. THENCE S07°08'52" E, A DISTANCE OF 236.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7, BLOCK 17 OF SAID LINCOLN SUBDIVISION, AND THE POINT OF BEGINNING;

THENCE N 89°14'56" E ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 18.42 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY FOR NORTH BUCHTELL BLVD;

THENCE S 35°54'45" E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY OF NORTH BUCHTELL BLVD., A DISTANCE OF 122.35 FEET TO A FOUND CDOT RIGHT-OF-WAY MONUMENT NO. 16133;

THENCE N 43°49'05" W, A DISTANCE OF 54.27 FEET TO A POINT;

THENCE N 41°23'25" W, A DISTANCE OF 79.57 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

LEGAL DESCRIPTION PREPARED BY
FOR AND ON BEHALF OF SOUDER MILLER & ASSOCIATES
BY FRANCIS KUENN, PLS 37955

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; 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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ALTA COMMITMENT
Chicago Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: ABZ70820527.1

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.

1. SPECIAL WARRANTY DEED FROM ADLUVIO INVESTMENTS LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: STATEMENT OF AUTHORITY RECORDED DECEMBER 22, 2023 UNDER RECEPTION NO. [2023119177](#) FOR S LOGAN PARTNERS LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES ADAM M. FENTON AND ZACK L. KOBILCA AS THE MANAGERS; BOTH OF WHOM MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Chicago Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABZ70820527.1

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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.
9. EASEMENT GRANTED TO MILE HI CABLEVISION, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 09, 1984 IN BOOK 318 AT PAGE [579](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CITY AND COUNTY OF DENVER ORDINANCE NO. 20241490-SERIES 2024 (ZONING) RECORDED JANUARY 17, 2025 UNDER RECEPTION NO. [2025004320](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMUNITY BENEFIT AGREEMENT RECORDED MARCH 19, 2025 UNDER RECEPTION NO. [2025023732](#).
12. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED OCTOBER 04, 2020, LAST REVISED OCTOBER 2022, PREPARED BY SOUDER, MILLER & ASSOCIATES, JOB #2D28973

SAID DOCUMENT STORED AS OUR IMAGE [58252625](#)

A) PORTIONS OF THE PARKING SPACES AT THE SOUTH END OF THE PROPERTY ENCROACH INTO BUCHTEL BLVD. NORTH OUTSIDE OF PARCEL IV AREA;

B) LANDSCAPING AND STEPS APPEAR TO ENCROACH INTO BUCHTEL BLVD. NORTH RIGHT OF WAY OUTSIDE OF PARCEL IV AREA;

C) OVERHEAD UTILITY LINES TRAVERSE PORTIONS OF THE SOUTHERLY AND EASTERLY BOUNDARIES WITHOUT BENEFIT OF A RECORDED EASEMENT.

ALTA COMMITMENT
Chicago Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABZ70820527.1

13. DEED OF TRUST DATED DECEMBER 21, 2023, FROM S LOGAN PARTNERS LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY, COLORADO FOR THE USE OF INDEPENDENT BANK d/b/a INDEPENDENT FINANCIAL TO SECURE THE SUM OF \$2,000,000.00 RECORDED DECEMBER 22, 2023, UNDER RECEPTION NO. [2023119179](#).
SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED DECEMBER 22, 2023, UNDER RECEPTION NO. [2023119180](#).
14. FINANCING STATEMENT WITH INDEPENDENT BANK d/b/a INDEPENDENT FINANCIAL, THE SECURED PARTY, RECORDED DECEMBER 22, 2023, UNDER RECEPTION NO. [2023119181](#), AS AMENDED IN UCC FINANCE STATEMENT AMENDMENT RECORDED MARCH 6, 2024 UNDER RECEPTION NO. [2024018650](#).



ALTA Commitment For Title Insurance issued by Chicago 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 EXTRACTIONAL 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, Chicago Title Insurance Company, a Florida 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 Amount of insurance 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) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "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.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.

- (f) The Company is not 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) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM

- (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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- (c) 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 IS 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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is \$2,000,000 or less may be arbitrated at the election 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, Chicago Title Insurance Company 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 through the Office of:
LAND TITLE GUARANTEE COMPANY
3033 E. 1ST AVE #600
DENVER, CO 80206
(303)321-1880

C B Rants

Craig B. Rants, Senior Vice President



By:

[Signature]

President

ATTEST

[Signature]

Secretary

AMERICAN
LAND TITLE
ASSOCIATION



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DISCLOSURE STATEMENT

Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.

- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and 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 No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.

- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.

Note: Pursuant to CRS 10-1-11(4)(a)(1), 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.

- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers"

- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).

- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.

- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.

- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:

The subject property may be located in a special taxing district.

A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.

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.

- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is

a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.



Joint Notice of Privacy Policy of Land Title Guarantee Company

This Statement is provided to you as a customer of Land Title Guarantee 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.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, and other government ID number)
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device;

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

>For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquies@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

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- Non-affiliated third parties, with your consent;
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- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Effective July 1, 2024

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For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice..

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes:

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information: Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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