



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 VII Wynkoop B, LLC	
Contact Name:	Jeff Panek	
Property Address:	3901 Wynkoop St, Denver CO, 80216	
Billing Address:	707 17th St Suite 3050, Denver CO, 80202	
Phone:	303-691-3207	Email: jpanek@carmelpartners.com

PRIMARY CONTACT:

Check if the same as Adjacent Property Owner

Company Name:	_____	
Contact Name:	_____	
Address:	_____	
Phone:	303-691-3207	Email: _____

City and County of Denver – Department of Transportation & Infrastructure
Right-of-Way Services | Engineering & Regulatory
201 West Colfax Ave. Dept. 507 | Denver, CO 80202
www.denvergov.org/doti
Email: DOTI.ER@denvergov.org
Phone: 720-865-3003

ENCROACHMENT INFORMATION:

Project Name: Forge Apartments (3900 Brighton / 3901 Wynkoop St)
Adjacent Property Address: 3901 Wynkoop St, Denver CO, 80216
Coordinates (Lat/Long): 39.773317,-104.973583
Encroachment Area, in SF: 176.41

Is this project associated with a LAND DEVELOPMENT REVIEW?

Yes No If 'Yes', provide Project Master, Site Plan and/or Concept Development Project Numbers:
2019-PROJMSTR-0000164

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.)

The elevated walkway encroachment is bounded by Wynkoop Street ("Wynkoop") to the east, 39th Street ("38th") to the south, and 40th Street ("39th") to the north. It's approximately nineteen (19) feet from back of curb to the east along Wynkoop.

Description of Encroachment:

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

The elevated walkway encroachment is a raised ramp which services (2) of the buildings retail spaces. It includes a stair case on the south end, and transitions to a ramp to the north. The ramp, including the handrail, is approximately 5' W by 90' long, with the ramp encroaching 2' into the public ROW for the 90' length of the ramp.

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.

To meet requirements within the American Disabilities Act ("ADA") to access the building's retail spaces along Wynkoop St, the raised retail ramp & walkway was required to be built, as the finished floor elevation of the retail spaces are approximately 2'-3" AFF. In order to provide the required 36' clear width, plus space for the handrails, the ramp needed to encroach into the ROW. We would be unable to provide the required ADA clearances without the encroachment.

The project, with the encroachment, is providing 5'+ in clear sidewalk width between the ramp and adjacent planter beds, which meets DOTI's sidewalk standards. All other DOTI clearances are being met in the ROW. The encroachment is strictly due to ADA clearances, with no negative impacts to the ROW along the entire stretch of the retail ramp.

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:


 DATE: 11/17/25
 TITLE: SVP
 COMPANY: CP VII Wynkap B, LLC

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
- 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)
- Underground and overhead utilities (e.g. water, sewer, power, communications, gas, irrigation)
- Trees and landscaping in the ROW
- Street names and adjacent property address(es)
- Regional Transportation District (RTD) bus stop with any amenities
- Location and size of Encroachment – Show and dimension limits of both above and below ground elements
- Construction Materials
- Projection from building
- 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
- 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)
- Referenced City detail(s) by drawing number on the appropriate plan and elevation view(s)
- Office of the Forester’s (OCF) tree protection detail and notes
- Special, non-standard, or modified City details

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

EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE RANGE LINE OF 40TH STREET TO BEAR SOUTH 45°13'41" EAST, A DISTANCE OF 346.02 FEET BETWEEN A FOUND 2.5" ALUMINUM CAP MARKED "29425" IN RANGE BOX AT THE INTERSECTION OF BRIGHTON BOULEVARD AND 40TH STREET AND A FOUND 1" IRON AXLE IN RANGE BOX AT THE INTERSECTION OF 40TH STREET AND WYNKOOP STREET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE FOUND 1" IRON AXLE IN RANGE BOX AT THE INTERSECTION OF 40TH STREET AND WYNKOOP STREET; THENCE SOUTH 62°59'09" WEST, A DISTANCE OF 63.16 FEET TO THE EAST CORNER OF BLOCK 30, ST. VINCENT'S ADDITION; THENCE ALONG THE SOUTHEAST LINE OF SAID BLOCK, SOUTH 44°31'35" WEST, A DISTANCE OF 221.85 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 45°21'01" EAST, A DISTANCE OF 1.99 FEET; THENCE SOUTH 44°36'15" WEST, A DISTANCE OF 89.44 FEET; THENCE NORTH 44°55'55" WEST, A DISTANCE OF 1.87 FEET TO A POINT ON SAID SOUTHEAST LINE OF BLOCK 30; THENCE ALONG SAID SOUTHEAST LINE, NORTH 44°31'35" EAST, A DISTANCE OF 89.43 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 173 SQUARE FEET, MORE OR LESS.

I, DAVID A. WILSON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOB NUMBER: 25-77,237
DRAWN BY: L. THORNOCK
DATE: 05-16-2025

DAVID A. WILSON
COLORADO P.L.S. #38280
FLATIRONS, INC.

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Land Surveying Services



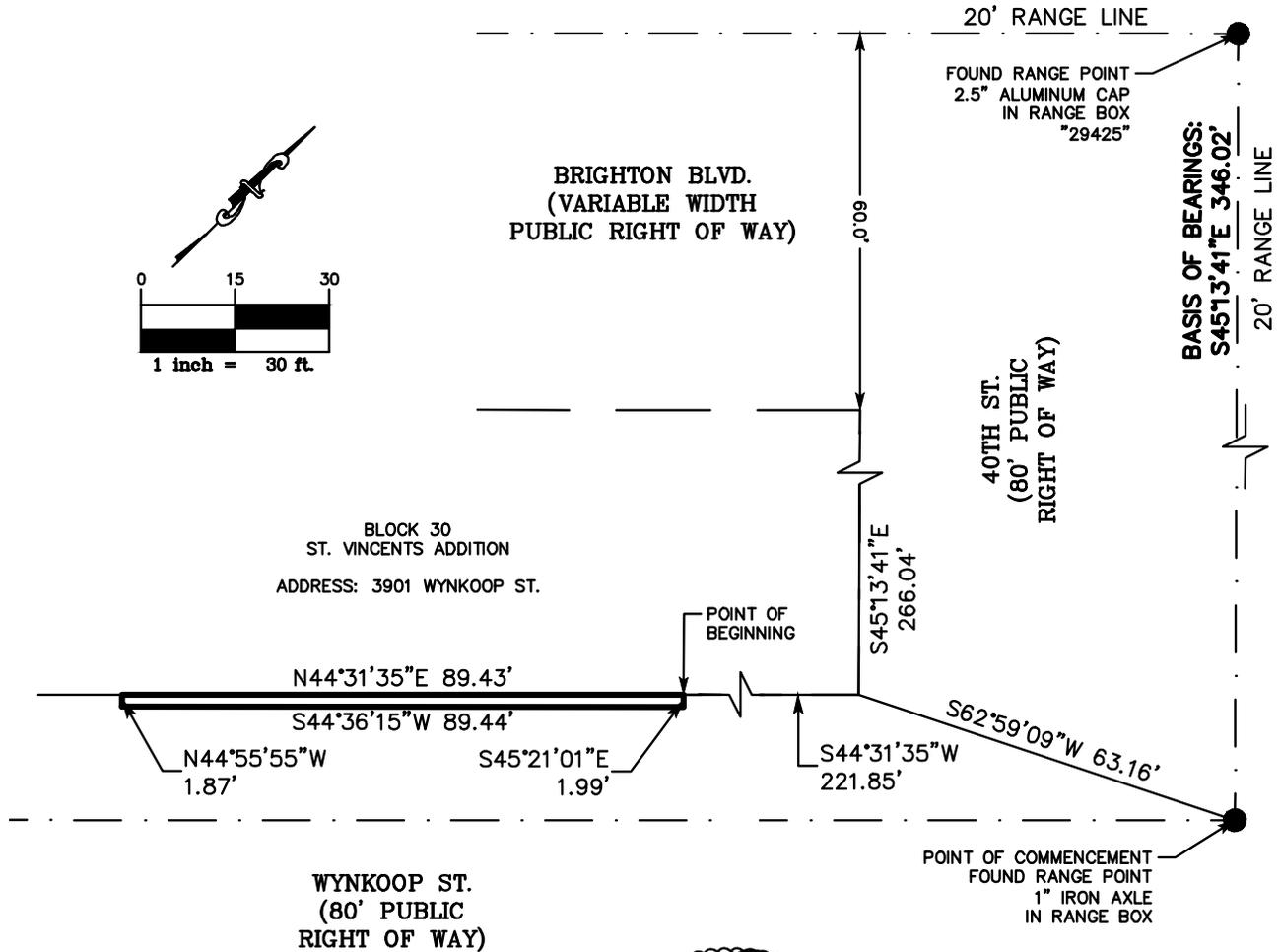
7000 N. BROADWAY,
SUITE 209
DENVER, CO 80221
(303) 936-6997

www.FlatironsInc.com

EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH,
 RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 CITY AND COUNTY OF DENVER, STATE OF COLORADO

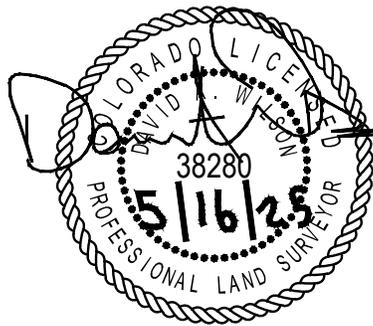
SHEET 2 OF 2



BY:LTHORNOCK FILE:77237-ALTA-EXHIBIT-5-15.DWG DATE:5/16/2025 8:21 AM

JOB NUMBER: 25-77,237
 DRAWN BY: L. THORNOCK
 DATE: 05-16-2025

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



Flatirons, Inc.
 Land Surveying Services

7000 N. BROADWAY,
 SUITE 209
 DENVER, CO 80221
 (303) 936-6997

www.FlatironsInc.com



**CHICAGO TITLE
INSURANCE COMPANY**
NATIONAL COMMERCIAL SERVICES | CHICAGO

35 West Wacker Drive, 10th Floor, Chicago, IL 60601 | 312.223.4NCS (4627)

TITLE COMMITMENT

File / Order Number:

CCHI2505775NT

Site Number (if applicable):

For questions about your **TITLE COMMITMENT**, please refer to the below contact information:

Account Manager	Cindy Malone	Cindy.Malone@ctt.com	312.223.3360
Underwriter	Robert Strybel	Robert.Strybel@ctt.com	312.223.2988

We appreciate your business and look forward to working with you in the future!

Nationwide Coverage. *Personal Commitment.*

Title Insurance. Closing & Escrow. Construction Disbursing. Recording & Special Projects. 1031 Exchange. UCCPlus Insurance.

Learn more at www.ChicagoNCS.CTIC.com

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



CHICAGO TITLE
INSURANCE COMPANY

Commitment Number:

NCSCO03126

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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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; 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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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

--	--

Order Number: NCSCO03126-DK

Property Address: 3901 Wynkoop Street, Denver, CO 80216-4054

SCHEDULE A

1. Commitment Date: November 7, 2025 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.
 - Proposed Amount of Insurance: \$100,000.00
 - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
 - Fee Simple
4. The Title is, at the Commitment Date, vested in:
 - [CP VII Wynkoop B, LLC, a Delaware limited liability company](#)
5. The Land is described as follows:
 - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A" Legal Description

Lots 1 through 32, inclusive, Block 30, together with vacated alley in said Block, according to Ordinance No. 851, Series of 1973 recorded December 28, 1973 in [Book 814 Page 463](#), St. Vincent's Addition, City and County of Denver, State of Colorado.

EXCEPT that portion of subject property conveyed to Regional Transportation District, a political subdivision of the State of

Colorado, in Bargain and Sale Deed recorded August 25, 2011 at Reception No [2011094881](#) Denver County Records. EXCEPT that portion of subject property conveyed to City and County of Denver, a Colorado municipal corporation and home rule city, in Special Warranty Deed recorded June 8, 2016 at Reception No. [2016075222](#), Denver County Records.

For Informational Purposes Only

Tax ID No.: 02233-03-043-000 / 0233-03-044-000

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

6. Furnish for recordation a full release of deed of trust in the amount of \$101,054,000.00, dated March 26, 2025, CP VII Wynkoop B, LLC, a Delaware limited liability company, trustor/grantor, Public Trustee of Denver County, Berkadia Commercial Mortgage LLC, a limited liability company, beneficiary, recorded on March 26, 2025, at Reception No. [2025025727](#).

Assignment of Security Instrument recorded March 26, 2025 at Reception No. [2025025728](#)

7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: CP VII Wynkoop B, LLC, a Delaware limited liability company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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SCHEDULE B, PART I - Requirements

(continued)

f. Recordation of a Statement of Authority

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
9. Affidavit, executed by the seller/borrower(s), stating there have been no improvements affecting subject property since the date of the last ALTA/NSPS Land Title Survey, by Flatirons, Inc. Land Surveying Services, dated March 21, 2025 as [Job No. 25-77,237](#).

NOTE: A COPY OF THE ALTA/NSPS LAND TITLE SURVEY MUST BE ATTACHED TO THE AFFIDAVIT

Or

Furnish to the Company an ALTA/NSPS Land Title Survey in form, content and certification to Chicago Title and Chicago Title Insurance Company.

Note: Exception may be made to any adverse matters disclosed by the ALTA/NSPS Land Title Survey.

Purchaser with contractual rights under a purchase agreement with the vested Owner identified at Item 4 below

10. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): CP VII Wynkoop B, LLC, a Delaware limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

NOTE: THE ISSUANCE OF THE FORM 110.1 ENDORSEMENT OR DELETION 1-4 OF THE STANDARD EXCEPTIONS IS PREDICATED UPON THE SATISFACTION OF ALL REQUIREMENTS SET FORTH HEREIN AND EVIDENCE SATISFACTORY TO THE COMPANY THAT THERE HAS BEEN NO RECENT, ONGOING OR ANTICIPATED CONSTRUCTION ON THE LAND.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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; 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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SCHEDULE B, PART I - Requirements

(continued)

12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:
Limited Liability Company: CP VII Wynkoop B, LLC, a Delaware limited liability company
- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
 - b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
 - c) Recordation of a Statement of Authority
 - d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

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.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are 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 but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the company.

6. Water rights, claims or title to water, whether or not these matters are shown by the Public Records.
7. Taxes and assessments for the current year, including all taxes now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.
9. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Street and Sidewalk Improvement District No. 1120, as evidenced by instrument(s) recorded August 9, 2001, at Reception No. [Reception No. R91-007550](#). None due and payable as of the date of the Policy.
10. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to City and County of Denver, for Wastewater Facilities Easement, recorded on January 18, 2022, as Reception No. [2022007154](#).
11. Terms and condition of the 3900 Brighton Site Development Plan, as recorded April 28, 2022 at Reception No. [2022057782](#).

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SCHEDULE B, PART II - Exceptions

(continued)

3900 Brighton Site Development Plan Modification #1 recorded September 24, 2025 at Reception No. [2025095826](#)

12. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Comcast Cable Communications Management, LLC, a Delaware limited liability company, for Broadband Communications Services, recorded on March 22, 2023, as Reception No. [2023023804](#) and recorded April 27, 2023 at Reception No. [2023038340](#).
13. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Public Service Company of Colorado, for Utility Lines and Fixtures, recorded on September 5, 2023, as Reception No. [2023085531](#).
14. Terms, conditions, provisions, agreements and obligations contained in the Notice of Environmental Use Restrictions recorded on October 13, 2023, at Reception No. [2023098222](#).
15. The following matters disclosed by survey,
[Job No.: 25-77,237](#)
Dated: March 21, 2025
Prepared by: Flatirons, Inc.
Matters shown:
a) Encroachment of raised walk onto Wynkoop Street

END OF SCHEDULE B, PART II

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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 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, this 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;
 - 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.

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(continued)

- 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 closing, settlement, escrow, or any other purpose.

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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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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 Fidelity National Title 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 unfiled 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.
- 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."
- The Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity. Unless specified otherwise, any interest earned, or other financial benefits received, on such account(s) shall be retained by the Company. Upon request, deposits made to the Company may be invested on behalf of any party or parties hereto; provided that any direction to the Company for such investment shall be expressed in writing and the Company shall receive at the time of such request the taxpayer's identification number and requisite investment forms. The Company shall charge a fee, not to exceed \$75.00, to invest funds in an interest bearing account.
- 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, 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.

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DISCLOSURE STATEMENT
(continued)

- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 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.

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

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, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics); 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 affiliated or 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 affiliated or nonaffiliated third parties 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

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.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business 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 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 (fnf.com/california-privacy) or call (888) 413-1748.

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

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

Tier III 3901 Wynkoop St Ramp and Stairs

09/30/2025

Master ID: 2019-PROJMSTR-0000164 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000031 **Review Phase:**
Location: **Review End Date:** 04/10/2025

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: Mindy Christensen
Reviewers Email: Mindy.Christensen@denvergov.org

Status Date: 03/19/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000031 Tier III 3901 Wynkoop St Ramp and Stairs
 Reviewing Agency/Company: DOTI - DES - Transportation
 Reviewers Name: Mindy Christensen
 Reviewers Phone: 720-865-3216
 Reviewers Email: mindy.christensen@denvergov.org
 Approval Status: Approved

Comments:

Reviewing Agency: DS Project Coordinator Review Review Status: Approved

Reviewers Name: Sarah Kaplan
Reviewers Email: Sarah.Kaplan@denvergov.org

Status Date: 09/30/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000031 Tier III 3901 Wynkoop St Ramp and Stairs
 Reviewing Agency/Company: CPD - Project Coordinator
 Reviewers Name: Leah Guerand
 Reviewers Phone: 720.865.3265
 Reviewers Email: leah.guerand@denvergov.org
 Approval Status: Approved

Comments:
 Encroachments corresponds with the approved SDP Modification.

Status Date: 04/11/2025
Status: Denied
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000031 Tier III 3901 Wynkoop St Ramp and Stairs
 Reviewing Agency/Company: CPD - Site Design & Neighborhood Development, Project Coordination
 Reviewers Name: Sarah Kaplan
 Reviewers Phone: 7208652991
 Reviewers Email: sarah.kaplan@denvergov.org
 Approval Status: Denied

Comments:
 Proposed Encroachment changes must be reconciled and updated within the approved 2019PM0000164 - 3900

Comment Report

Tier III 3901 Wynkoop St Ramp and Stairs

09/30/2025

Master ID: 2019-PROJMSTR-0000164 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000031 **Review Phase:**
Location: **Review End Date:** 04/10/2025

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

Brighton Blvd Site Development Plan. Please upload a modified SDP through the established Project Master Record to revise the approved SDP area. The SDP, TEP and other approved Entitlements associated within this Project must be matched and consistent at all final approvals.

Reviewing Agency: Survey Review Review Status: Approved

Reviewers Name: Scott Castaneda
Reviewers Email: Robert.Castaneda@denvergov.org

Status Date: 05/21/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000031 Tier III 3901 Wynkoop St Ramp and Stairs
Reviewing Agency/Company: DOTI/Survey
Reviewers Name: Robert Castaneda
Reviewers Phone: 7208791937
Reviewers Email: robert.castaneda@denvergov.org
Approval Status: Approved

Comments:

Status Date: 04/09/2025
Status: Denied
Comments: See red lines and comments in project folder.

Reviewing Agency: DES Wastewater Review Review Status: Approved

Reviewers Name: Danny Harris
Reviewers Email: Danny.Harris@denvergov.org

Status Date: 04/09/2025
Status: Approved
Comments:

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

Status Date: 04/11/2025
Status: Approved - No Response
Comments:

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

Status Date: 05/21/2025
Status: Approved - No Response
Comments:

Status Date: 03/24/2025
Status: Denied
Comments: Denied on behalf of this critical reviewer. We received the following email with contact information for the reviewer assigned to this project. Please contact the reviewer to work towards their approval.
"We have received your request for an encroachment and have set up a Lumen project accordingly. Your project number is P865338 and it should be referenced in all emails sent in for review.

Comment Report

Tier III 3901 Wynkoop St Ramp and Stairs

09/30/2025

Master ID: 2019-PROJMSTR-0000164 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000031 **Review Phase:**
Location: **Review End Date:** 04/10/2025

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

Please do not reply to this email. Your project owner is Jody Butte and they can be reached by email at Jody.Butte@lumen.com with any questions that you may have regarding this project. Requests are addressed in the order received, Lumen will endeavor to respond within 30 days."

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

Status Date: 04/11/2025
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000031 Tier III 3901 Wynkoop St Ramp and Stairs
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 intermediate pressure 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: 04/11/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000031 Tier III 3901 Wynkoop St Ramp and Stairs
Reviewing Agency/Company: RTD
Reviewers Name: clayton s woodruff
Reviewers Phone: 303-299-2943
Reviewers Email: Clayton.woodruff@rtd-denver.com
Approval Status: Approved

Comments:
Department 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
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.

Comment Report

Tier III 3901 Wynkoop St Ramp and Stairs

09/30/2025

Master ID: 2019-PROJMSTR-0000164 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000031 **Review Phase:**
Location: **Review End Date:** 04/10/2025

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

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

Status Date: 04/11/2025
Status: Approved - No Response
Comments:

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

Status Date: 04/11/2025
Status: Approved - No Response
Comments:

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

Status Date: 04/11/2025
Status: Approved - No Response
Comments:

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

Status Date: 04/11/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Building Department Review Review Status: Approved

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

Status Date: 04/03/2025
Status: Approved
Comments:

Reviewing Agency: Division of Real Estate Referral Review Status: Approved - No Response

Status Date: 04/11/2025
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: 04/10/2025
Status: Approved
Comments:

Reviewing Agency: Denver Water Referral Review Status: Approved

Status Date: 04/11/2025
Status: Approved

Comment Report

Tier III 3901 Wynkoop St Ramp and Stairs

09/30/2025

Master ID: 2019-PROJMSTR-0000164 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000031 **Review Phase:**
Location: **Review End Date:** 04/10/2025

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

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000031 Tier III 3901 Wynkoop St Ramp and Stairs
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:

Reviewing Agency: Parks and Recreation Review Review Status: Approved

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

Status Date: 04/08/2025
Status: Approved
Comments:

Reviewing Agency: Policy and Planning Referral Review Status: Approved - No Response

Status Date: 04/11/2025
Status: Approved - No Response
Comments:

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

Status Date: 04/11/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000031 Tier III 3901 Wynkoop St Ramp and Stairs
Reviewing Agency/Company: DODR
Reviewers Name: Spencer Pocock
Reviewers Phone: 720-913-8411
Reviewers Email: Spencer.Pocock@denvergov.org
Approval Status: Approved

Comments:

Final construction, including any later modifications to the public sidewalk (which is considered a public Accessible Route), as well as any other areas open to the general public, must comply with all applicable 2010 ADA requirements.
Accessible ramps must comply with 2010 ADA §405. Handrails must be installed on both sides of the ramp and their installation and design must follow the requirements of 2010 ADA §505.

Reviewing Agency: Construction Engineering Review Review Status: Approved

Reviewers Name: Porames Saejiw
Reviewers Email: Joe.Saejiw@denvergov.org

Status Date: 04/01/2025
Status: Approved
Comments:

Comment Report

Tier III 3901 Wynkoop St Ramp and Stairs

09/30/2025

Master ID: 2019-PROJMSTR-0000164 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000031 **Review Phase:**
Location: **Review End Date:** 04/10/2025

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

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

Reviewers Name: Brittany Price
Reviewers Email: Brittany.Price@denvergov.org

Status Date: 04/11/2025
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: 04/10/2025
Status: Approved
Comments: Approved - no expected PRW tree conflict.

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

Status Date: 03/20/2025
Status: Approved - No Response
Comments:

Reviewing Agency: CDOT Referral Review Status: Approved

Status Date: 04/11/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000031 Tier III 3901 Wynkoop St Ramp and Stairs
Reviewing Agency/Company: CDOT
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: ERA Review Review Status: Approved - No Response

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

Status Date: 04/11/2025
Status: Approved - No Response
Comments: