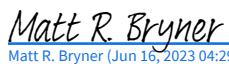


REQUEST FOR RESOLUTION FOR TIER III ENCROACHMENT PERMIT

TO: Ivone Avila-Ponce, City Attorney's Office

FROM: Matt Bryner, P.E.
Director, Right of Way Services 
Matt R. Bryner (Jun 16, 2023 04:29 MDT)

ROW NO.: 2023-ENCROACHMENT-0000005

DATE: June 15, 2023

SUBJECT: Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to AES Apartments Venture, L.L.C., a Delaware limited liability company their successors and assigns, to encroach into the right-of-way with two (2) new concrete foundations for flood barriers that will be utilized to protect the building's transformers in the event of a flood at 2121 South Broadway.

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

This office has investigated the request from Kimley-Horn dated January 20, 2023, on behalf of AES Apartments Venture, L.L.C., a Delaware limited liability company for the granting of the above-subject permit.

This matter has been checked by this office and has been coordinated with Asset Management; Colorado Department of Transportation; Comcast; Division of Disability Rights; Councilperson Clark, District 7; City Forester; Historic Preservation/Landmark; Community Planning and Development: Building & Construction Services, and Development Services; Denver Water; Fire Department; Metro Water Recovery; Office of Emergency Management; Parks and Recreation; DOTI: Construction Engineering, Policy and Planning, DES Transportation & Wastewater, Survey, TES Signing and Striping, Floodplain, and Street Maintenance; CenturyLink; Regional Transportation District; and Xcel Energy, 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 AES Apartments Venture, L.L.C., a Delaware limited liability company their successors and assigns, to encroach with two (2) new concrete foundations for flood barriers that will be utilized to protect the building's transformers in the event of a flood at 2121 South Broadway.

INSERT ENCROACHMENT LEGAL DESCRIPTION ROW 2023-ENCROACHMENT-0000005-002 HERE

And benefitting the following described parcel of property:

INSERT PARCEL LEGAL DESCRIPTION ROW 2023-ENCROACHMENT-0000005-001 HERE

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: 720-865-3003

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):

(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.

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(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.

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: 720-865-3003

(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.

MB: sb

cc: Asset Management,
City Council Office, Luke Palmisano
Councilperson and Aides
Department of Law, Bradley Beck
Department of Law, Deanne Durfee
Department of Law, Maureen McGuire
Department of Law, Martin Plate
Department of Law, Ivone Avila-Ponce
DOTI, Alba Castro
DOTI, Jason Gallardo
Project File

Property Owner:
Jarvie Worcester
AES Apartments Venture,
L.L.C., a Delaware
limited liability company
2420 17th Street
Suite 250
Denver, CO 80202

Agent:
Eric McDaniel
Kimley-Horn
1125 17th Street
Suite 1400
Denver, CO 80202

ORDINANCE/RESOLUTION REQUEST

Please email requests to Jason Gallardo
at Jason.Gallardo@denvergov.org by **12:00pm on Monday**. Contact him with questions.

Date of Request: June 15, 2023

Please mark one: Bill Request or Resolution Request

1. Type of Request:

- Contract/Grant Agreement Intergovernmental Agreement (IGA) Rezoning/Text Amendment
 Dedication/Vacation Appropriation/Supplemental DRMC Change
 Other: Tier III 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.)

Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to AES Apartments Venture, L.L.C., a Delaware limited liability company their successors and assigns, to encroach into the right-of-way with two (2) new concrete foundations for flood barriers that will be utilized to protect the building's transformers in the event of a flood at 2121 South Broadway.

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

4. Contact Person:

Contact person with knowledge of proposed ordinance/resolution	Contact person to present item at Mayor-Council and Council
Name: Brianne White	Name: Jason Gallardo
Email: Brianne.White@denvergov.org	Email: Jason.Gallardo@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 AES Apartments Venture, L.L.C., a Delaware limited liability company their successors and assigns, to encroach into the right-of-way with two (2) new concrete foundations for flood barriers that will be utilized to protect the building's transformers in the event of a flood at 2121 South Broadway.

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

7. City Council District: Councilperson Clark, District 7

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

Key Contract Terms

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____

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

Vendor/Contractor Name:

Contract control number:

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 (A)</i>	<i>Additional Funds (B)</i>	<i>Total Contract Amount (A+B)</i>

<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: _____



TIER III ENCROACHMENT EXECUTIVE SUMMARY

What is an Encroachment: A privately owned improvement that is located in, or projects over or under the public Right-of-Way.

Project Title: 2023-ENCROACHMENT-0000005 - Tier III - 2121 S Broadway - Floodwall Foundation

Business name: AES Apartments Venture, L.L.C., a Delaware limited liability company

Description of Encroachment: Two (2) new concrete foundations for flood barriers that will be utilized to protect the building's transformers in the event of a flood at 2121 South Broadway.

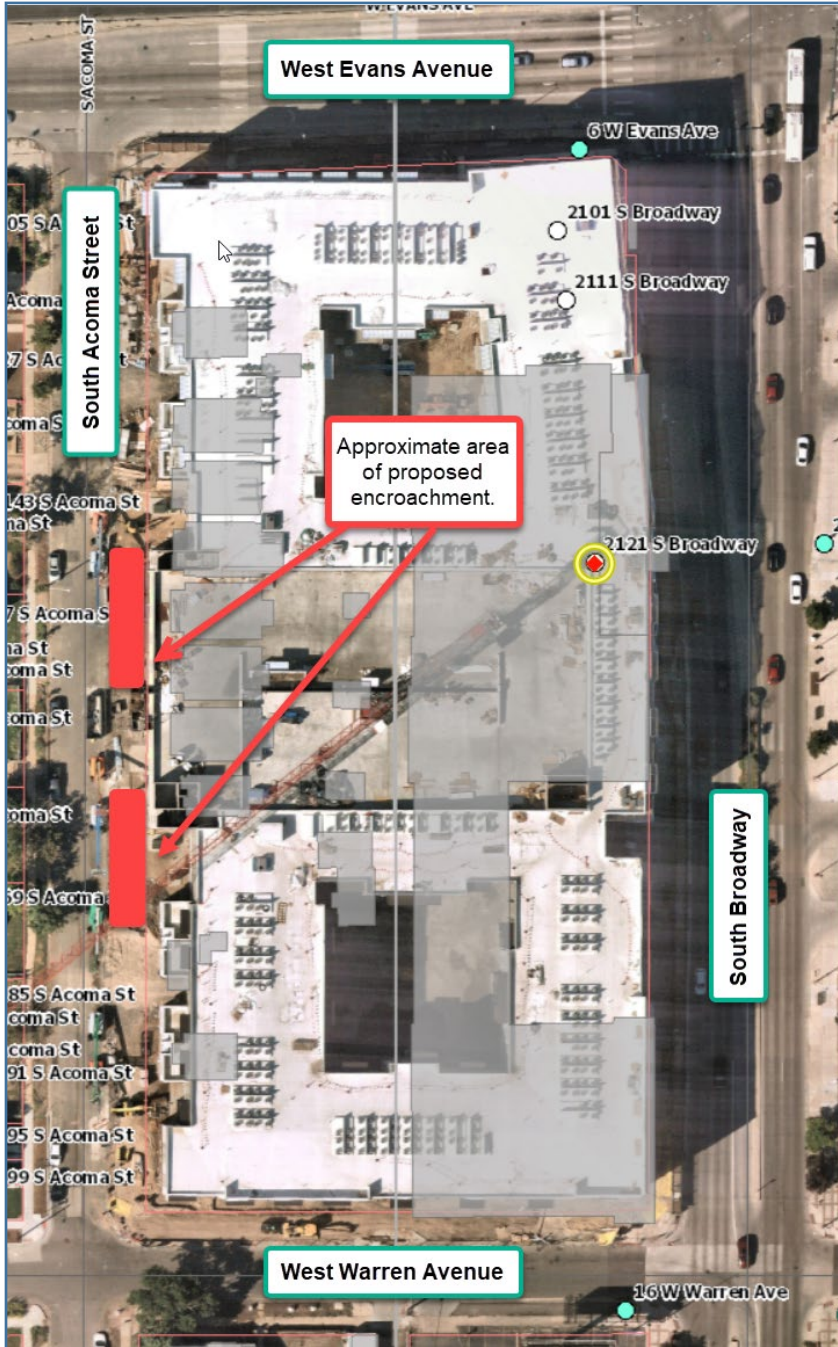
Applicant's explanation of why the Public Right of Way must be utilized for a private improvement: The intention of the encroachment is to provide dry flood-proofing to the transformer yards, per City and County of Denver floodplain guidelines, through the use of flood barriers. The barriers are necessary because the current transformer elevations cannot be raised, per Xcel transformer guidelines. The floodwall transformers are unable to be located within private property in order to maintain minimum clearance requirements from Xcel transformers, thus pushing the concrete foundations 1.5' into the S Acoma St. right-of-way.

Annual Fees: \$200.00 per year

Location Map: See next page

TIER III ENCROACHMENT EXECUTIVE SUMMARY

What is an Encroachment: A privately owned improvement that is located in, or projects over or under the public Right-of-Way.



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Right-of-Way Services / Engineering & Regulatory
201 W Colfax Ave, Dept 507 | Denver, CO 80202
www.denvergov.org/dot
Phone: 720-865-3003



2020208857

Page: 1 of 7

12/11/2020 01:54 PM
City & County of Denver
Electronically Recorded

R \$43.00

WD

D \$2,000.00

After recording return to:
AES Apartments Venture, L.L.C.
2150 W. 29th Avenue, Suite 400
Denver, Colorado 80211
Attn: Jarvie Worcester

20000310044
[Stamp]
\$43.00
DF \$2,000.00

SPECIAL WARRANTY DEED

THIS DEED, made this 10th day of December, 2020, between **Jon C. Helmstaedter and Eric A. Helmstaedter**, Grantor, and **AES Apartments Venture, L.L.C.**, a Delaware limited liability company, whose legal address is 2150 W. 29th Avenue, Suite 400, Denver, Colorado 80211, Grantee:

WITNESSETH, that the Grantor, for and in consideration of the sum of **\$10.00** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the City and County of Denver, State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

Subject only to those items as set forth on Exhibit B attached hereto and incorporated herein by this reference.

Also known by street and number as: 2120 So. Acoma St., 2132 So. Acoma St., 2138 and 2142 So. Acoma St., 2148 So. Acoma St., 2154 So. Acoma St., 2160 So. Acoma St., 2162 So. Acoma St., and 2166, 2176, 2180 and 2190 S. Acoma St.; and 2103 So. Broadway, 2141 So. Broadway, 2175 So. Broadway, 2191 and 2195 So. Broadway, Denver, Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, unto the Grantee,

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto subscribed the day and year first above written.

Jon C. Helmstaedter
Jon C. Helmstaedter

Eric A. Helmstaedter
Eric A. Helmstaedter

State of Colorado)
City and County of Denver)

The foregoing instrument was acknowledged before me this 10th day of December, 2020, by Jon C. Helmstaedter and Eric A. Helmstaedter

My Commission Expires: _____
Carma D. Weymouth
Notary Public

CARMA D. WEYMOUTH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964010875
MY COMMISSION EXPIRES JUNE 25, 2024

EXHIBIT A
Legal Description

PARCEL I:

Lots 17 through 24, inclusive and Westerly half of vacated alley adjacent thereto, Block 9,
ROSEDALE,
City and County of Denver, State of Colorado.

PARCEL II:

The South 7.14 feet of Lot 15 and All of Lot 16, and Westerly half of vacated alley adjacent
thereto, Block 9, ROSEDALE,
City and County of Denver, State of Colorado.

PARCEL III:

The South 14 $\frac{2}{7}$ feet of Lot 14 and the North 17 $\frac{6}{7}$ feet of Lot 15, and Westerly half of
vacated alley adjacent thereto, Block 9,
ROSEDALE,
City and County of Denver, State of Colorado.

PARCEL IV:

The South 21 $\frac{3}{7}$ feet of Lot 13 and the North 10 $\frac{5}{7}$ feet of Lot 14, and Westerly half of
vacated alley adjacent thereto, Block 9,

ROSEDALE,

City and County of Denver, State of Colorado.

PARCEL V:

The South 3 $\frac{4}{7}$ feet of Lot 11, All of Lot 12, and the North 3 $\frac{4}{7}$ feet of Lot 13, and Westerly
half of vacated alley adjacent thereto, Block 9,

ROSEDALE,

City and County of Denver, State of Colorado.

PARCEL VI:

The South 17 $\frac{6}{7}$ feet of Lot 9, All of Lot 10 and the North 21 $\frac{3}{7}$ feet of Lot 11, and Westerly
half of vacated alley adjacent thereto, Block 9,

ROSEDALE,

City and County of Denver, State of Colorado.

PARCEL VII:

Lot 8 and the North 7 1/7 feet of Lot 9, and Westerly half of vacated alley adjacent thereto, Block 9,

ROSEDALE,

City and County of Denver, State of Colorado.

PARCEL VIII:

Lots 3 through 7, inclusive and Westerly half of vacated alley adjacent thereto, Block 9,

EXCEPT portion beginning at Northwest corner of Lot 3,

Thence East 133 feet;

Thence South 3.29 feet;

Thence Westerly 75.35 feet;

Thence continuing Westerly 50.69 feet;

Thence Southwesterly 9.96 feet to Point on Westerly line of Lot 3, 9.96 feet to the Point of Beginning,

ALSO EXCEPT any portion described in Rule and Order recorded February 11, 2011 at Reception No. 2011016186, ROSEDALE,

City and County of Denver, State of Colorado.

PARCEL IX:

Lots 25 through 29, inclusive and Easterly half of vacated alley adjacent thereto, Block 9,

ROSEDALE,

City and County of Denver, State of Colorado.

PARCELX:

Lots 30 and the South 1/2 of Lot 31, inclusive and Easterly half of vacated alley adjacent thereto, Block 9, ROSEDALE,

City and County of Denver, State of Colorado.

PARCEL XI:

Lots 32 through 44, inclusive and the North 1/2 of Lot 31, and Easterly half of vacated alley adjacent thereto, Block 9, EXCEPT portion beginning at the Northeast corner of Lot 44;

Thence South 53 feet;

Thence West 2.5 feet;

Thence North 36.99 feet;

Thence Northwesterly 16.49 feet;

Thence East 6.5 feet to Point of Beginning,

ALSO EXCEPT any portion described in Rule and Order recorded February 11, 2011 at Reception No. 2011016186, ROSEDALE,

City and County of Denver, State of Colorado.

PARCEL XII:

Lots 45 through 48, inclusive and Easterly half of vacated alley adjacent thereto, Block 9,

EXCEPT portion beginning at the Northeast corner of Lot 48;

Thence South 100 feet;

Thence West 6.5 feet;

Thence North 44.22 feet;

Thence Northwesterly 9.91 feet;

Thence Westerly 113.1 feet to center of alley;

Thence Northerly 27.29 feet;

Thence East 8 feet;

Thence North 26 feet;

Thence East 125 feet to Point of Beginning:

ALSO EXCEPT any portion described in Rule and Order recorded February 11, 2011 at Reception No. 2011016186, ROSEDALE,

City and County of Denver, State of Colorado.

EXHIBIT B
Permitted Exceptions to Title

1. Taxes for the year 2020, and subsequent years, a lien not yet due or payable.
2. Water rights, claims or title to water.
3. Ordinance No. 356, Series of 1991, Changing Zoning Classification to Planned Unit Development District, recorded July 3, 1991 at Reception No. R-91-0060761.
4. Reservation of Easements in Ordinance No. 370, Series of 1991, Vacating Portion of Alley in Block 9, recorded July 3, 1991 at Reception No. R-91-0060774.
5. Ordinance No. 235, Series of 2011, creating South Broadway Streetscape Local Maintenance District recorded September 6, 2012 at Reception No. 2012120270.
NOTE: Ordinance No. 600, Series of 2012, recorded November 30, 2012 at Reception No. 2012165358.
NOTE: Ordinance No. 620, Series of 2013, recorded November 25, 2013 at Reception No. 2013169602.
NOTE: Ordinance No. 656, Series of 2014, recorded November 19, 2014 at Reception No. 2014141447.
NOTE: Ordinance No. 15-0700, Series of 2015, recorded October 21, 2015 at Reception No. 2015148522.
NOTE: Ordinance No. 20160879, Series of 2016, recorded November 3, 2016 at Reception No. 2016154086. NOTE: Ordinance No. 20171110, Series of 2017, recorded November 2, 2017 at Reception No. 2017144279.
NOTE: Ordinance No. 20181106, Series of 2018, recorded October 31, 2018 at Reception No. 2018140976. NOTE: Ordinance No. 20191133, Series of 2019, recorded November 22, 2019 at Reception No. 2019165448.
NOTE: As to Parcels IX, X, XI, XII.
6. Ordinance No. 236, Series of 2011, creating South Broadway Streetscape Local Improvement District recorded September 6, 2012 at Reception No. 2012120271.
NOTE: Ordinance No. 609, Series of 2013, recorded November 25, 2013 at Reception No. 2013169591.
7. Denver Assessor's Parcel Reconfiguration Form recorded March 23, 2017 at Reception No. 2017038895.
NOTE: As to Parcel VIII.



Stewart Title Guaranty Company Commercial Services
(Denver)
55 Madison Street, Suite 400
Denver, CO 80206

Date: May 23, 2023
File Number: 23000310254
Property: 2195 South Broadway, Denver, CO 80210

Please direct all Title inquiries to:

Laura Rihel
Phone: (303) 780-4041
Email Address: LRihel@stewart.com

OWNER:
AES Apartments Venture, L.L.C., a Delaware limited
liability company
Attn: Jordan Orr
Delivery Method: Emailed

ATTACHED PLEASE FIND THE FOLLOWING:

Linked Title Commitment
Tax Information Report
Invoice



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:


Authorized Countersignature




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 331-0333

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ALTA Commitment For Title Insurance (7-01-2021)
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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 countersignature 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.

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ALTA Commitment For Title Insurance (7-01-2021)

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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 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.

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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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Guaranty Company
Issuing Office: 55 Madison Street, Suite 400, Denver, CO 80206
Issuing Office's ALTA® Registry ID: 1027978
Loan ID Number:
Commitment Number: 23000310254
Issuing Office File Number: 23000310254
Property Address: 2195 South Broadway, Denver, CO 80210
Revision Number:

1. **Commitment Date:** May 15, 2023 at 5:30 P.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy None

Proposed Insured:

(b) 2021 ALTA® Loan Policy None

Proposed Insured:

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:**

AES Apartments Venture, L.L.C., a Delaware limited liability company

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

Informational Commitment
 Informational Commitment Fee: \$500.00
 Schedule # [05272-13-056-000](#)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

Part of Block 9, ROSEDALE, together with vacated alley as vacated by Ordinance No. 370, Series of 1991 recorded July 3, 1991 at [Reception No. R-91-0060774](#), located in the Northwest 1/4 of Section 27, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the intersection of the 20 foot range line along West Warren Avenue with the 20 foot range line along South Broadway Street and considering said South Broadway Street range line to bear North 00°15'45" West, with all bearings contained herein being relative thereto;

Thence North 00°15'45" West, along said South Broadway range line, a distance of 20.00 feet;

Thence South 89°33'54" West, a distance of 20.00 feet to the intersection of the Easterly line of said Block 9 with the Southerly line of said Block 9, and the Point of Beginning;

Thence continuing South 89°33'54" West, along said Southerly line, a distance of 266.02 feet to the Westerly line of said Block 9;

Thence North 00°15'38" West, along said Westerly line, a distance of 535.89 feet to the Southerly right-of-way line described in Rule and Order recorded February 11, 2011 at [Reception No. 2011016186](#), in the Office of the City and County of Denver Clerk and Recorder;

Thence along said right-of-way line the following ten (10) courses:

- 1) North 44°45'17" East, a distance of 9.96 feet;
- 2) North 88°42'35" East, a distance of 50.68 feet;
- 3) North 87°16'40" East, a distance of 75.35 feet;
- 4) North 87°15'21" East, a distance of 113.10 feet;
- 5) South 45°15'45" East, a distance of 9.91 feet;
- 6) South 00°15'45" East, a distance of 44.24 feet;
- 7) North 89°34'30" East, a distance of 6.50 feet;
- 8) South 14°18'00" East, a distance of 16.49 feet;
- 9) South 00°15'45" East, a distance of 36.99 feet;
- 10) North 89°34'30" East, a distance of 2.50 feet to said Easterly line of Block 9;

Thence South 00°15'45" East, along said Easterly line, a distance of 445.96 feet to the Point of Beginning, City and County of Denver, State of Colorado.

NOTE: The following Disclosure is made pursuant to C.R.S. 38-35-106.5, said description created:

Survey prepared by: Manhard Consulting

Dated: November 23, 2020 and last revised January 19, 2021 and recorded February 2, 2021 at [Reception No. 2021018319](#).

EXCEPT that portion conveyed to the City and County of Denver, a Colorado municipal corporation, in Special Warranty Deed recorded June 24, 2021 at [Reception No. 2021121182](#), City and County of Denver, State of Colorado.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 23000310254

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. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:

NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 23000310254

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. Rights or claims of parties in possession, not shown by the Public Records.
2. Easements, or claims of easements, 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Ordinance No. 356, Series of 1991, Changing Zoning Classification to Planned Unit Development District, recorded July 3, 1991 at [Reception No. R-91-0060761](#).
10. Reservation of Easements in Ordinance No. 370, Series of 1991, Vacating Portion of Alley in Block 9, recorded July 3, 1991 at [Reception No. R-91-0060774](#).
11. Ordinance No. 235, Series of 2011, creating South Broadway Streetscape Local Maintenance District recorded September 6, 2012 at [Reception No. 2012120270](#).
NOTE: Ordinance No. 600, Series of 2012, recorded November 30, 2012 at [Reception No. 2012165358](#).
NOTE: Ordinance No. 620, Series of 2013, recorded November 25, 2013 at [Reception No. 2013169602](#).
NOTE: Ordinance No. 656, Series of 2014, recorded November 19, 2014 at [Reception No. 2014141447](#).
NOTE: Ordinance No. 15-0700, Series of 2015, recorded October 21, 2015 at [Reception No. 2015148522](#).

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

NOTE: Ordinance No. 20160879, Series of 2016, recorded November 3, 2016 at [Reception No. 2016154086](#).
NOTE: Ordinance No. 20171110, Series of 2017, recorded November 2, 2017 at [Reception No. 2017144279](#).
NOTE: Ordinance No. 20181106, Series of 2018, recorded October 31, 2018 at [Reception No. 2018140976](#).
NOTE: Ordinance No. 20191133, Series of 2019, recorded November 22, 2019 at [Reception No. 2019165448](#).
NOTE: Ordinance No. 20211164, Series of 2021, recorded November 8, 2021 at [Reception No. 2021208360](#).
NOTE: Ordinance No. 20221223, Series of 2022, recorded November 3, 2022 at [Reception No. 2022138109](#).

12. Ordinance No. 236, Series of 2011, creating South Broadway Streetscape Local Improvement District recorded September 6, 2012 at [Reception No. 2012120271](#).
NOTE: Ordinance No. 609, Series of 2013, recorded November 25, 2013 at [Reception No. 2013169591](#).
13. The following matters disclosed by ALTA/NSPS Land Title Survey, dated March 20, 2020 and last revised November 24, 2020, prepared by Manhard Consulting, under [Job No. KHA.DNCO06.00](#), to wit:
 - a) Billboard encroaches into Broadway right of way,
 - b) Fence lines, as now located, do not coincide with boundary lines of subject property.
14. Denver Assessor's Parcel Reconfiguration Form recorded February 2, 2021 at [Reception No. 2021018319](#).
15. Permanent Non-Exclusive Easement recorded February 10, 2021 at [Reception No. 2021023262](#).
16. Zone Lot Amendment Application recorded April 14, 2021 at [Reception No. 2021072907](#).
17. Evans and Broadway Site Development Plan, recorded August 12, 2021 at [Reception No. 2021152693](#).
NOTE: Evans and Broadway Site Development Plan - Modification #1 recorded November 26, 2021 at [Reception No. 2021218068](#).
18. Ordinance No. 20211164, Series of 2021, assessing annual costs of the continuing care, operation, repair, maintenance and replacement of the South Broadway Streetscape Local Maintenance District, recorded November 3, 2021 at [Reception No. 2021206231](#) and recorded November 8, 2021 at [Reception No. 2021208360](#).
NOTE: Ordinance No. 20221223, Series of 2022 recorded November 3, 2022 at [Reception No. 2022138109](#).
19. Grant of Easement recorded December 21, 2021 at [Reception No. 2021233115](#).
20. Deed of Trust executed by AES Apartments Venture, L.L.C., a Delaware limited liability company to the Public Trustee of Denver County, dated June 21, 2021, payable to Comerica Bank, a Texas banking association and recorded June 23, 2021 as [Reception No. 202119661](#), County of Denver, State of Colorado.
NOTE: Partial Release recorded August 24, 2021 at [Reception No. 2021160727](#)

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STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice (“Notice”) explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, “Stewart”) 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 your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver’s license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated 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.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent 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 non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020, effective January 1, 2023 (“CPRA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice at Collection for California Residents** (“CCPA & CPRA Notice”). This CCPA & CPRA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	YES

G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A:	Identifiers
Category B:	California Customer Records personal information categories
Category C:	Protected classification characteristics under California or federal law
Category D:	Commercial Information
Category E:	Biometric Information
Category F:	Internet or other similar network activity
Category G:	Geolocation data
Category H:	Sensory data
Category I:	Professional or employment-related information
Category J:	Non-public education information
Category K:	Inferences

Your Consumer Rights and Choices Under CPPA and CPRA**Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

EXHIBIT A

PARCEL DESCRIPTION

TWO (2) PARCELS OF LAND BEING A PORTION OF S. ACOMA STREET, MORE PARTICULARLY BEING A PART OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021121182 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE 20 FOOT RANGE LINE LOCATED IN S. ACOMA STREET BETWEEN W. EVANS AVENUE AND W. WARREN AVENUE IS ASSUMED TO BEAR NORTH 00°15'38" WEST AND BEING MONUMENTED AT THE SOUTH END BY AN AXLE IN A RANGE BOX, AND AT THE NORTH END BY A 2.5" ALUMINUM CAP STAMPED "PLS 38035" IN CONCRETE.

PARCEL 1

COMMENCING AT THE INTERSECTION OF THE 20 FOOT RANGE LINE IN W. WARREN AVENUE WITH SAID 20 FOOT RANGE LINE IN S. ACOMA STREET; THENCE NORTH 60°59'41" EAST, A DISTANCE OF 50.18 FEET TO THE SOUTHEAST CORNER OF PARCEL 2 OF SAID SPECIAL WARRANTY DEED, BEING THE EASTERLY RIGHT-OF-WAY OF SAID S. ACOMA STREET; THENCE NORTH 00°15'38" WEST, ALONG SAID EASTERLY LINE OF SAID PARCEL 2 AND THE EASTERLY RIGHT-OF-WAY S. ACOMA STREET, A DISTANCE OF 166.08 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY LINES, NORTH 89°44'22" WEST, A DISTANCE OF 1.63 FEET;
THENCE NORTH 00°15'38" WEST, A DISTANCE OF 21.76 FEET;
THENCE NORTH 89°44'22" EAST, A DISTANCE OF 1.63 FEET TO SAID EASTERLY LINES;
THENCE SOUTH 00°15'38" EAST, ALONG SAID EASTERLY LINES, A DISTANCE OF 21.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 35 SQUARE FEET OR 0.0008 ACRES, MORE OR LESS.

TOGETHER WITH

(CONTINUED ON SHEET 2 OF 3)



PARCEL 2

COMMENCING AT THE INTERSECTION OF THE 20 FOOT RANGE LINE IN W. WARREN AVENUE WITH SAID 20 FOOT RANGE LINE IN S. ACOMA STREET; THENCE NORTH 60°59'41" EAST, A DISTANCE OF 50.18 FEET TO THE SOUTHEAST CORNER OF PARCEL 2 OF SAID SPECIAL WARRANTY DEED, BEING THE EASTERLY RIGHT-OF-WAY OF SAID S. ACOMA STREET; THENCE NORTH 00°15'38" WEST, ALONG SAID THE EASTERLY LINE OF SAID PARCEL 2 AND THE EASTERLY RIGHT-OF-WAY S. ACOMA STREET, A DISTANCE OF 347.90 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY LINES, SOUTH 89°44'22" WEST, A DISTANCE OF 1.59 FEET;

THENCE NORTH 00°15'38" WEST, A DISTANCE OF 23.74 FEET;

THENCE NORTH 89°44'22" EAST, A DISTANCE OF 1.59 FEET TO SAID EASTERLY LINES;

THENCE SOUTH 00°15'38" EAST, ALONG SAID EASTERLY LINES, A DISTANCE OF 23.74 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 38 SQUARE FEET OR 0.0009 ACRES, MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, DAVID J. BERGLUND A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTIONS AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



DAVID J. BERGLUND, P.L.S. 38199
FOR AND ON BEHALF OF MANHARD CONSULTING

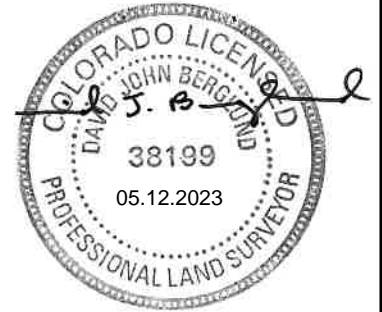
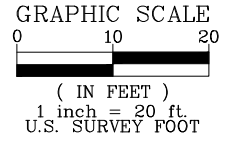
Dwg Name: P:\Khadnco06\Drawings\Exhibits_Surv\KHA.DNC006_Tier III Encroachment.dwg Updated By: jMills 5/10/2023 12:08 PM

W. EVANS AVE.
(R.O.W. VARIES)

EXHIBIT A

FOUND 2.5" ALUMINUM CAP
STAMPED "PLS 38035"
IN CONCRETE

S. ACOMA ST.
(R.O.W. VARIES)



FOR AND ON BEHALF OF
MANHARD CONSULTING

**BLOCK 9
ROSEDALE**
BOOK 4, PAGE 23

PARCEL 2
38 S.F. (0.0009 AC.)

**POINT OF BEGINNING
PARCEL 2**

PARCEL 1
35 S.F. (0.0008 AC.)

**POINT OF BEGINNING
PARCEL 1**

PARCEL 2
SPECIAL WARRANTY DEED
RECEPTION NO. 2021121182

PARCEL 1
SPECIAL WARRANTY DEED
RECEPTION NO. 2021121182

W. WARREN AVE.
(64' R.O.W.)

POINT OF COMMENCEMENT
FOUND AXLE
IN RANGE BOX

FOUND 2.5" ALUMINUM CAP
STAMPED "PLS 38035"
IN CONCRETE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°44'22"W	1.63'
L2	N00°15'38"W	21.76'
L3	N89°44'22"E	1.63'
L4	S00°15'38"E	21.76'
L5	S89°44'22"W	1.59'
L6	N00°15'38"W	23.74'
L7	N89°44'22"E	1.59'
L8	S00°15'38"E	23.74'

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

EVANS & BROADWAY	
CITY AND COUNTY OF DENVER, COLORADO	
TIER III ENCROACHMENT	
PROJ. MGR.: <u>DJB</u>	SHEET
DRAWN BY: <u>JLM</u>	3 OF 3
DATE: <u>05/10/23</u>	KHADNCO06.00
SCALE: <u>1" = 20'</u>	