


## REQUEST FOR RESOLUTION FOR A TIER III ENCROACHMENT PERMIT

**TO:** Katie Ehlers, City Attorney's Office

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

**PROJECT NO.:** 2024-ENCROACHMENT-0000155

**DATE:** January 23, 2025

**SUBJECT:** Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to Colfax Downing Owner LLC, their successors and assigns, to encroach into the right-of-way with an elevated sidewalk, 1.5-foot tall concrete curb wall, and safety railing at 1150 East Colfax Avenue.

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

This office has investigated the request from Andrew Pollard of Colfax Downing Owner LLC dated October 14, 2024, on behalf of Colfax Downing Owner LLC for the granting of the above subject permit.

This matter has been checked by this office and has been coordinated with DOTI ROWS DES Transportation; CPD DS Project Review Coordinator; DOTI ROWS Survey; DOTI ROWS DES Wastewater; City Council District # 10; DOTI ROWS ER Transportation & Wastewater; CenturyLink/Lumen; Xcel Energy; Regional Transportation District; Comcast; Metro Water Recovery; DOTI Street Maintenance; Office of Emergency Management; CPD Building Department; DOF Real Estate; Denver Fire Department; Denver Water; Parks & Recreation; DOTI Policy & Planning; Office of Disability Rights; DOTI ROWS Construction Engineering; DOTI TES Sign & Stripe; City Forester; Historic Preservation/Landmark; Colorado Department of Transportation; Environmental Services; Downtown Denver Partnership; Colfax BRT; DOTI IPP Infrastructure Engineering, 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 Colfax Downing Owner LLC, their successors and assigns, to encroach into the right-of-way with an elevated sidewalk, 1.5-foot tall concrete curb wall, and safety railing at 1150 East Colfax Avenue.

**INSERT ENCROACHMENT AREA LEGAL DESCRIPTION ROW 2024-ENCROACHMENT-0000155-002  
HERE**

And benefitting the following described parcel of property:

**INSERT PARCEL LEGAL DESCRIPTION ROW 2024-ENCROACHMENT-0000155-001 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/rowplanreview](http://www.denvergov.org/rowplanreview)  
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](http://www.denvergov.org/dotipermits) prior to commencing construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Permittee agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Permit and the Encroachment(s) ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Permittee or its subcontractors either passive or active, irrespective of fault, including City's negligence whether active or passive.

ii. Permittee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Permittee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

iii. Permittee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

iv. Insurance coverage requirements specified in this Encroachment Permit shall in no way lessen or limit the liability of Permittee under the terms of this indemnification obligation. Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

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

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

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

(s) All Encroachment(s) in Amenity Zones containing existing Public Trees and/or with the potential to impact tree roots or tree canopy must be pre-approved by the Office of the City Forester (OCF), by contacting them at [forestry@denvergov.org](mailto: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](mailto:forestry@denvergov.org).

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

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

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

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

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

## **SPECIAL CONDITIONS FOR THIS PERMIT**

(a) None

A map of the area is attached hereto.

GB: sb



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

Property Owner:  
c/o Andrew Pollard  
Colfax Downing Owner LLC  
1150 E. Colfax Ave.  
Denver, CO 80218

Agent:  
c/o Andrew Pollard  
Colfax Downing Owner LLC  
711 Navarro St  
Suite 400  
San Antonio, TX 78205-3500

City and County of Denver Department of Transportation & Infrastructure  
Right-of-Way Services | Engineering & Regulatory  
201 W Colfax Ave, Dept 507 | Denver, CO 80202  
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Phone: (720) 865-3003

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## ORDINANCE/RESOLUTION REQUEST

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

Date of Request: January 23, 2025

Please mark one: ☐ Bill Request or ☒ Resolution Request

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

☐ Yes ☒ No

### 1. Type of Request:

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

☐ Dedication/Vacation ☐ Appropriation/Supplemental ☐ DRMC Change

☒ Other: Tier III Encroachment Resolution

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

Approves a Resolution granting a revocable permit, subject to certain terms and conditions, to Colfax Downing Owner LLC, their successors and assigns, to encroach into the right-of-way with an elevated sidewalk, 1.5-foot tall concrete curb wall, and safety railing at 1150 East Colfax Avenue.

3. **Requesting Agency:** Department of Transportation and Infrastructure, Right of Way Services, Engineering & Regulatory

### 4. Contact Person:

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

5. **General description or background of proposed request. Attach executive summary if more space needed:**  
(who, what, why)

Request for approval of a Resolution granting a revocable permit, subject to certain terms and conditions, to Colfax Downing Owner LLC, their successors and assigns, to encroach into the right-of-way with an elevated sidewalk, 1.5-foot tall concrete curb wall, and safety railing at 1150 East Colfax Avenue.

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

7. **City Council District:** Councilperson Hinds, District 10

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

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: \_\_\_\_\_

Date Entered: \_\_\_\_\_

## Key Contract Terms

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

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

**Contract control number** (legacy and new):

**Location:**

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

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

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

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

**Scope of work:**

**Was this contractor selected by competitive process?**

**If not, why not?**

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

**Source of funds:**

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

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

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*To be completed by Mayor's Legislative Team:*

**Resolution/Bill Number:** \_\_\_\_\_

**Date Entered:** \_\_\_\_\_



Who are the subcontractors to this contract?

*To be completed by Mayor's Legislative Team:*

Resolution/Bill Number: \_\_\_\_\_

Date Entered: \_\_\_\_\_



## **RESOLUTION FOR A TIER III ENCROACHMENT EXECUTIVE SUMMARY**

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

**Application Title:** 2024-ENCROACHMENT-0000155 - Tier III Kairoi Colfax and Downing Concrete Wall

**Encroachment Owner:** Colfax Downing Owner LLC

**Description of Proposed Encroachment:** A 50-foot long concrete curb wall and safety railing to support an elevated sidewalk at this location.

**Applicant's explanation of why the Public Right-of-Way must be utilized for their private improvement:** The building is nearing the end of construction and it was discovered that the accessible corridor to the building was constructed too high to accommodate an accessible entry. The owner and owner's consultant team has worked with city staff to design a solution for this issue that satisfies all party's needs.

**Annual Fees:** \$200.00 per year

**Location Map:** Please see next page.

City and County of Denver Department of Transportation & Infrastructure  
Right-of-Way Services | Engineering & Regulatory  
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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services Issuing Office: 1380 17th Street, Denver, CO 80202	Escrow Officer Name: Invoice Processing Escrow Officer Number:
Issuing Office's ALTA® Registry ID: 1105402 Commitment Number: NCS-1245584-CO Issuing Office File Number: NCS-1245584-CO Property Address: 1110 East Colfax Avenue, 1150 East Colfax Avenue, 1433 N Marion Street, Denver, CO 80218 Revision Number:	Escrow Officer Email: concsinvoiceprocessing@firstam.com Escrow Assistant Name: Escrow Assistant Number: Escrow Assistant Email: Title Officer Name: Jef Stanton  Title Officer Number: (360)298-5619 Title Officer Email: jstanton@firstam.com Title Assistant Name: Eric Henry Title Assistant Number: (303)876-1112 Title Assistant Email: erhenry@firstam.com

**SCHEDULE A**

1. Commitment Date: December 26, 2024 at 5:00 P.M.
2. Policy to be issued:
  - a. None - See Schedule B Part I  
Proposed Insured: None  
Proposed Amount of Insurance: \$None  
The estate or interest to be insured: None
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:](#)  
  
Colfax Downing Owner LLC, a Delaware limited liability company
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1245584-CO

**EXHIBIT A**

The Land referred to herein below is situated in the County of Denver, State of Colorado, and is described as follows:

**TRACT I:**

Lots 1 to 10, Block 37, Park Avenue Addition to Denver, and the vacated alley adjacent to and South of said Lots 1 to 10, Block 37; also Lots 12 to 20, Block 1, and Lots 6 to 13, Block 3, Landon and Curry's Addition to Denver; Lots 12 to 20, Block 1, Glencoe Addition to Denver, also, the vacated portion of the alley lying between Block 1 and 3, Landon and Curry's Addition to Denver, which lies North of a line which is 11 feet North of and parallel with the extended South line of Lot 13, Block 1, Landon and Curry's Addition to Denver,

EXCEPT that portion conveyed to the City and County of Denver by Special Warranty Deed recorded October 24, 1967 in [Book 9801 at Page 497](#), more particularly described as follows:

Those parts of Lots 12 and 13, Block 1, Landon and Curry's Addition to Denver, located within the boundaries described as follows:

Beginning at a point on the West line of said Lot 12 and 10 feet North of the Southwest corner thereof; thence Northeasterly to point which is 10 feet East of the said West line and 5 feet South of the North line of said Lot 12; thence Easterly on a line parallel with the said North line of the East line of said Lot 12; thence Northerly on the said East line of Lots 12 and 13, 16 feet; thence Westerly on a line which is 11 feet North of and parallel with the South line of said Lot 13 to the West line thereof; thence Southerly on the said West line of Lots 12 and 13, to the Point of Beginning, ALSO the North 5 feet of Lot 12 and the South 11 feet of Lot 13, Block 1, Glencoe Addition to the City and County of Denver.

AND EXCEPT those certain described Parcels One and Two conveyed to the City and County of Denver by Special Warranty Deed recorded June 29, 2021 at Reception No. [2021123548](#) and the Deed Correction Certificate recorded July 28, 2021 at Reception No. [2021141036](#), more particularly described as follows:

**Land Description Parcel One:**

Commencing at the Northeast corner of Lot 12, Block 1, Glencoe Addition to the City of Denver; thence South 00°00'11" East along the East line of said Lot 12, a distance of 5.00 feet to the point of beginning; thence South 00°00'11" East along said East line, a distance of 20.01 feet to the Southeast corner of said Lot 12; thence North 89°40'34" West along the South line of said Lot 12 and Lot 12, Block 1, Landon and Curry's Addition to Denver, a distance of 126.02 feet to the Southwest

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corner of Lot 12, Block 1, Landon and Curry's Addition to Denver; thence North 00°00'16" East along the West line of Block 1, Landon and Curry's Addition to Denver, a distance of 10.00 feet; thence North 44°45'32" East, a distance of 14.12 feet; thence South 89°38'21" East, a distance of 116.07 feet to the point of beginning.

Land Description Parcel Two:

Beginning at the Southeast corner of Lot 13, Block 3 Landon and Curry's Addition to Denver; thence North 89°53'55" West along the South line of said Lot 13, a distance of 2.00 feet; thence North 00°00'12" East, a distance of 13.09 feet; thence South 89°38'21" East, a distance of 2.00 feet to the East line of said Lot 13; thence South 00°00'12" West along said East line, a distance of 13.08 feet to the point of beginning.

TRACT II:

A parcel of land being a portion of Lots 12 and 13, Block 1, Glencoe Addition to Denver and a portion of Lot 13, Block 1, Landon and Curry's Addition to Denver, situated in the Northwest Quarter of Section 2, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the Northeast corner of Lot 13, Block 1, Glencoe Addition to the City of Denver; thence South 00°00'11" East along the East line of said Lot 13, a distance of 14.01 feet to the Northeast corner of parcel described in [Book 9801 Page 497](#) recorded October 24, 1967, also being to the point of beginning;

Thence South 00°00'11" East along said East line, a distance of 16.00 feet to the Southeast corner of said parcel; thence along the South line of said parcel North 89°38'21" West, a distance of 38.15 feet; thence departing the South line of said parcel North 64°54'04" West, a distance of 28.56 feet; thence North 89°40'34" West, a distance of 60.00 feet; thence North 00°00'16" East, a distance of 4.09 feet to the North line of said parcel; thence along the North line of said parcel South 89°38'21" East, a distance of 124.01 feet to the point of beginning.

The above-described Tracts I and II being the same property described as follows:

A PARCEL OF LAND BEING ALL OF LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 37 PARK AVENUE ADDITION TO CITY OF DENVER, A PORTION OF LOTS 12 AND 13, BLOCK 1 GLENCOE ADDITION TO CITY OF DENVER, ALL OF LOTS 14 THROUGH 20, INCLUSIVE, BLOCK 1 GLENCOE ADDITION TO CITY OF DENVER, A PORTION OF LOT 13, BLOCK 1 LANDON & CURRY'S ADDITION TO CITY OF DENVER, ALL OF LOTS 14 THROUGH 20, INCLUSIVE, BLOCK 1 LANDON & CURRY'S ADDITION TO CITY OF DENVER, ALL OF LOTS 6 THROUGH 12, INCLUSIVE, BLOCK 3 LANDON & CURRY'S ADDITION TO CITY OF DENVER, A PORTION OF LOT 13, BLOCK 3 LANDON & CURRY'S ADDITION TO THE CITY OF DENVER, TOGETHER WITH A PORTION OF THE ALLEY VACATED BY ORDINANCE 38 SERIES OF 1934, LOCATED SOUTH OF BLOCK 37 PARK ADDITION TO CITY OF DENVER, A PORTION OF THE ALLEY VACATED BY ORDINANCE 334, SERIES OF 1967, AND A PORTION OF THE ALLEY VACATED BY ORDINANCE 111 SERIES OF 1959, LOCATED IN BLOCK 3, LANDON & CURRY'S

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ADDITION TO CITY OF DENVER, SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST BLOCK CORNER OF SAID BLOCK 37  
THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF MARION STREET THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 00°00'46" WEST, A DISTANCE OF 134.42 FEET;
- 2) SOUTH 89°53'44" EAST, A DISTANCE OF 0.95 FEET;
- 3) SOUTH 00°00'11" EAST, A DISTANCE OF 196.63 FEET TO A POINT ON THE NORTH LINE OF A PARCEL DEEDED TO THE CITY AND COUNTY OF DENVER, RECEPTION NUMBER [2021123548](#);

THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL DEEDED TO THE CITY AND COUNTY OF DENVER THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 89°38'21" WEST, A DISTANCE OF 38.15 FEET;
- 2) NORTH 64°54'04" WEST, A DISTANCE OF 28.56 FEET;
- 3) NORTH 89°40'34" WEST, A DISTANCE OF 60.00 FEET;
- 4) NORTH 00°00'16" EAST, A DISTANCE OF 4.09 FEET;
- 5) NORTH 89°38'21" WEST, A DISTANCE OF 20.00 FEET;
- 6) SOUTH 00°00'12" WEST, A DISTANCE OF 13.09 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, BLOCK 3, LANDON AND CURRY'S ADDITION TO CITY OF DENVER;

THENCE NORTH 89°53'55" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 123.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DOWNING STREET;

NORTH 00°00'38" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 329.32 FEET TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF COLFAX AVENUE;

THENCE SOUTH 89°30'09" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 266.03 FEET TO THE POINT OF BEGINNING,

City and County of Denver,  
State of Colorado.

For informational purposes only: APN(s): 05022-04-052-000, 05022-04-053-000 and 05022-04-048-000

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Commitment No. NCS-1245584-CO

**SCHEDULE B, PART I—Requirements**

**LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT**

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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Commitment No. NCS-1245584-CO

**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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
3. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Any water rights, claims or title to water, in, on or under the Land, whether or not the matters excepted are shown by the Public Records.
7. Any existing leases or tenancies.
8. Easements and rights-of-way as shown on the plat of Landon and Curry's Addition to Denver, recorded April 26, 1888 in Plat [Book 5 at Page 19C](#).

All easements and reservations contained in that certain Ordinance No. 38 Series of 1934 recorded May 28, 1934 in [Book 4782 at Page 613](#) were vacated and released pursuant to Ordinance No. 42 Series of 1960 recorded April 13, 1960, in [Book 8497 at Page 563](#).

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Ordinance No. 111 Series of 1959 in connection therewith was recorded May 6, 1959 in [Book 8349 at Page 247](#).

(Affects Tracts I and II)

9. Ordinance No. 238 Series of 1975, for the preservation of mountain views and building height restrictions, recorded June 12, 1975 in [Book 1069 at Page 175](#), affects a portion of Tract I of the property.
10. Easement Agreement by and between Colfax Downing Owner LLC, a Delaware limited liability company, as Grantor, and the City and County of Denver, a Home Rule City and municipal corporation of the State of Colorado, as City, recorded June 29, 2021 at Reception No. [2021123414](#). (Affects Tract I only)
11. Deed Correction Certificate recorded July 28, 2021 at Reception No. [2021141036](#). (Affects Tract I)
12. An easement for connection to wastewater facilities and incidental purposes granted to City and County of Denver, as set forth in an instrument recorded February 1, 2022 at Reception No. [202214275](#). (Affects Tracts I and II)
13. An easement for right of way for traffic control devices, street lights, landscaping, utilities, sidewalks and incidental purposes granted to City and County of Denver, as set forth in an instrument recorded February 8, 2022 at Reception No. [2022017341](#). (Affects Tract I only)
14. Kairoi Colfax & Downing Site Development Plan recorded April 8, 2022 at Reception No. [2022047436](#).
15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Easement recorded August 3, 2023 at Reception No. [2023072518](#).
16. Ordinance No. 20231567, Series of 2023, for changing zoning classification, recorded December 13, 2023 at Reception No. [2023116449](#).
17. Deed of Trust from Colfax Downing Owner LLC, a Delaware limited liability company to the Public Trustee of Denver County for the use of Comerica Bank to secure an indebtedness in the principal sum of \$82,333,997.00, and any other amounts and/or obligations secured thereby, dated April 12, 2022 and recorded April 13, 2022 at Reception No. [2022050587](#).

Notice By Disburser in connection therewith recorded April 22, 2022 at Reception No. [2022055202](#).

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18. Notice to Extend Time to file Mechanic's Lien filed by Associated Cement Contractors, Inc., in the amount of \$12,950,507.64, recorded October 29, 2024 at Reception No. [224085756](#), El Paso County records.

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## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title 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 owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.**

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

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of**

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**Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:**

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

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 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.

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

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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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;

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- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

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

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or

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- 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 \$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>.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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EXHIBIT A  
LEGAL DESCRIPTION  
SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF EAST COLFAX AVENUE RIGHT OF WAY ADJOINING BLOCK 37, PARK AVENUE ADDITION TO DENVER, SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF N DOWNING ST WITH THE SOUTH RIGHT OF WAY OF E COLFAX AVE;  
THENCE SOUTH 89°30'09" EAST ALONG THE NORTH LINE OF SAID BLOCK 37, A DISTANCE OF 83.79 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00°29'51" EAST, A DISTANCE OF 10.50 FEET;  
THENCE SOUTH 89°30'09" EAST, A DISTANCE OF 6.50 FEET;  
THENCE SOUTH 00°29'51" WEST, A DISTANCE OF 4.50 FEET;  
THENCE SOUTH 89°30'09" EAST, A DISTANCE OF 43.00 FEET;  
THENCE NORTH 00°29'51" EAST, A DISTANCE OF 4.11 FEET;  
THENCE SOUTH 89°30'09" EAST, A DISTANCE OF 6.50 FEET;  
THENCE SOUTH 00°29'51" WEST, A DISTANCE OF 10.11 FEET TO THE NORTH LINE OF SAID BLOCK 37;  
THENCE NORTH 89°30'09" WEST ALONG SAID NORTH LINE, A DISTANCE OF 56.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 392 SQUARE FEET OR 0.0090 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE 20 FOOT RANGE LINE IN NORTH DOWNING STREET BETWEEN EAST COLFAX AVENUE AND EAST 14TH AVENUE, MONUMENTED BY A 2" ALUMINUM CAP IN CONCRETE AT GRADE AT THE NORTH END, AND BY A 1" AXLE 1.3' DOWN IN A RANGE BOX AT THE SOUTH END, ASSUMED TO BEAR NORTH 00°00'38" EAST.

PREPARED BY: AARON MURPHY  
PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203  
303.623.6300

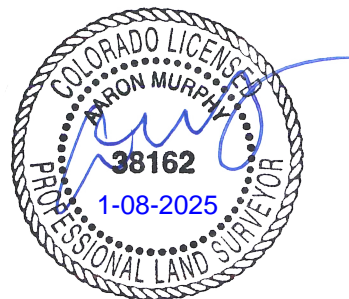
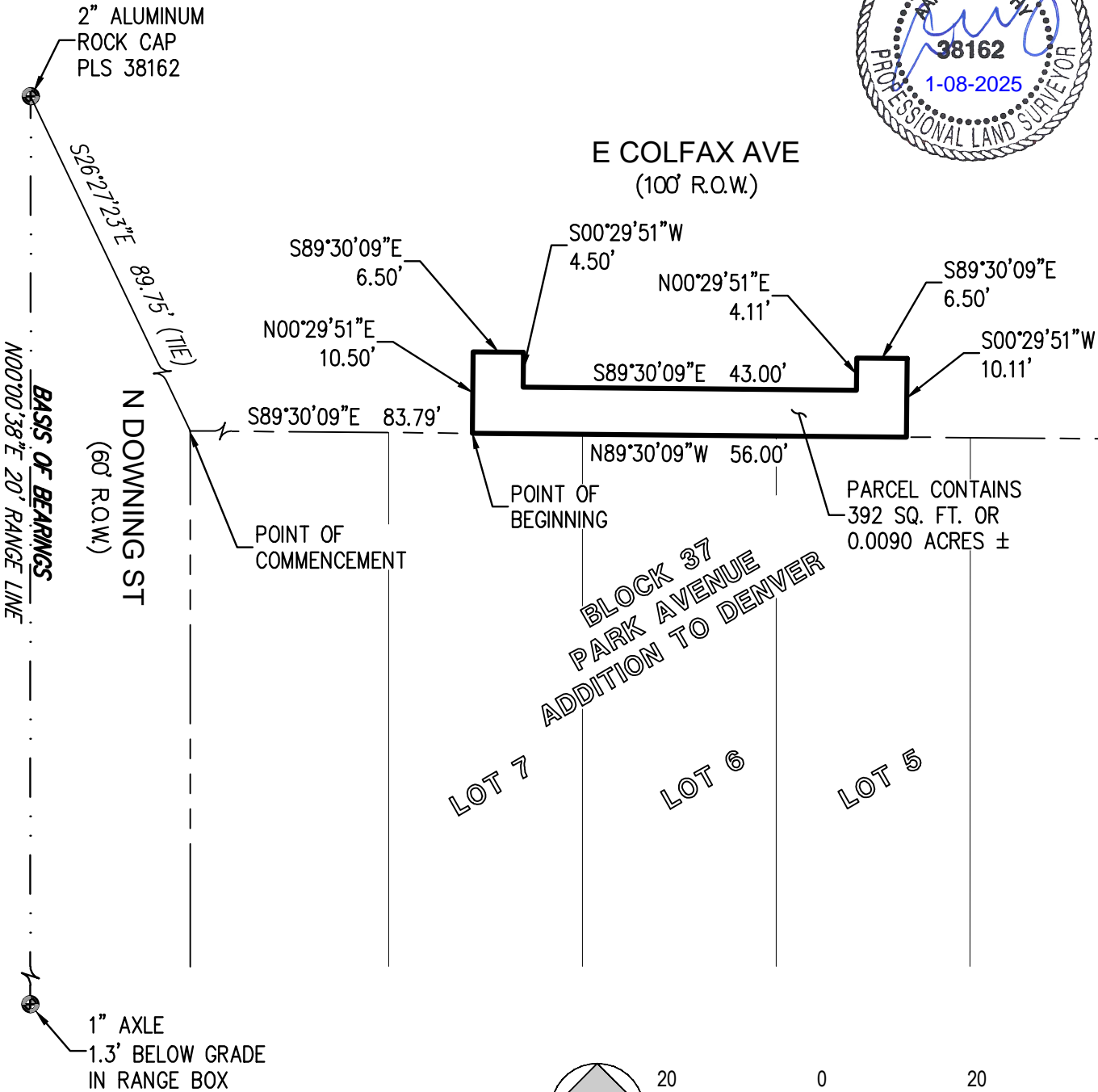


EXHIBIT A  
ILLUSTRATION  
SHEET 2 OF 2



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

**HKS**  
**HARRIS KOCHER SMITH**  
1120 Lincoln Street, Suite 1000  
Denver, Colorado 80203  
P: 303.623.6300 F: 303.623.6311  
HarrisKocherSmith.com

ISSUE DATE: 1-06-2025		CHECKED BY: AWM
		DRAWN BY:
DATE	REVISION COMMENTS	
1-08-2025	PER COMMENTS	

EXHIBIT A  
ILLUSTRATION

PROJECT #: 190320  
SHEET NUMBER  
**2**  
2 OF 2

TRACT I:

Lots 1 to 10, Block 37, Park Avenue Addition to Denver, and the vacated alley adjacent to and South of said Lots 1 to 10, Block 37; also Lots 12 to 20, Block 1, and Lots 6 to 13, Block 3, Landon and Curry's Addition to Denver; Lots 12 to 20, Block 1, Glencoe Addition to Denver, also, the vacated portion of the alley lying between Block 1 and 3, Landon and Curry's Addition to Denver, which lies North of a line which is 11 feet North of and parallel with the extended South line of Lot 13, Block 1, Landon and Curry's Addition to Denver,

EXCEPT that portion conveyed to the City and County of Denver by Special Warranty Deed recorded October 24, 1967 in Book 9801 at Page 497, more particularly described as follows:

Those parts of Lots 12 and 13, Block 1, Landon and Curry's Addition to Denver, located within the boundaries described as follows:

Beginning at a point on the West line of said Lot 12 and 10 feet North of the Southwest corner thereof; thence Northeasterly to point which is 10 feet East of the said West line and 5 feet South of the North line of said Lot 12; thence Easterly on a line parallel with the said North line of the East line of said Lot 12; thence Northerly on the said East line of Lots 12 and 13, 16 feet; thence Westerly on a line which is 11 feet North of and parallel with the South line of said Lot 13 to the West line thereof; thence Southerly on the said West line of Lots 12 and 13, to the Point of Beginning, ALSO the North 5 feet of Lot 12 and the South 11 feet of Lot 13, Block 1, Glencoe Addition to the City and County of Denver.

AND EXCEPT those certain described Parcels One and Two conveyed to the City and County of Denver by Special Warranty Deed recorded June 29, 2021 at Reception No. 2021123548 and the Deed Correction Certificate recorded July 28, 2021 at Reception No. 2021141036, more particularly described as follows:

Land Description Parcel One:

Commencing at the Northeast corner of Lot 12, Block 1, Glencoe Addition to the City of Denver; thence South 00°00'11" East along the East line of said Lot 12, a distance of 5.00 feet to the point of beginning; thence South 00°00'11" East along said East line, a distance of 20.01 feet to the Southeast corner of said Lot 12; thence North 89°40'34" West along the South line of said Lot 12 and Lot 12, Block 1, Landon and Curry's Addition to Denver, a distance of 126.02 feet to the Southwest corner of Lot 12, Block 1, Landon and Curry's Addition to Denver; thence North 00°00'16" East along the West line of Block 1, Landon and Curry's Addition to Denver, a distance of 10.00 feet; thence North 44°45'32" East, a distance of 14.12 feet; thence South 89°38'21" East, a distance of 116.07 feet to the point of beginning.

Land Description Parcel Two:

Beginning at the Southeast corner of Lot 13, Block 3 Landon and Curry's Addition to Denver; thence North 89°53'55" West along the South line of said Lot 13, a distance of 2.00 feet; thence North 00°00'12" East, a distance of 13.09 feet; thence South 89°38'21" East, a distance of 2.00 feet to the East line of said Lot 13; thence South 00°00'12" West along said East line, a distance of 13.08 feet to the point of beginning.

TRACT II:

A parcel of land being a portion of Lots 12 and 13, Block 1, Glencoe Addition to Denver and a portion of Lot 13, Block 1, Landon and Curry's Addition to Denver, situated in the Northwest Quarter of Section 2, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the Northeast corner of Lot 13, Block 1, Glencoe Addition to the City of Denver; thence South 00°00'11" East along the East line of said Lot 13, a distance of 14.01 feet to the Northeast corner of parcel described in Book 9801 Page 497 recorded October 24, 1967, also being to the point of beginning;

Thence South 00°00'11" East along said East line, a distance of 16.00 feet to the Southeast corner of said parcel; thence along the South line of said parcel North 89°38'21" West, a distance of 38.15 feet; thence departing the South line of said parcel North 64°54'04" West, a distance of 28.56 feet; thence North 89°40'34" West, a distance of 60.00 feet; thence North 00°00'16" East, a distance of 4.09 feet to the North line of said parcel; thence along the North line of said parcel South 89°38'21" East, a distance of 124.01 feet to the point of beginning.

The above-described Tracts I and II being the same property described as follows:

A PARCEL OF LAND BEING ALL OF LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 37 PARK AVENUE ADDITION TO CITY OF DENVER, A PORTION OF LOTS 12 AND 13, BLOCK 1 GLENCOE ADDITION TO CITY OF DENVER, ALL OF LOTS 14 THROUGH 20, INCLUSIVE, BLOCK 1 GLENCOE ADDITION TO CITY OF DENVER, A PORTION OF LOT 13, BLOCK 1 LANDON & CURRY'S ADDITION TO CITY OF DENVER, ALL OF LOTS 14 THROUGH 20, INCLUSIVE, BLOCK 1 LANDON & CURRY'S ADDITION TO CITY OF DENVER, ALL OF LOTS 6 THROUGH 12, INCLUSIVE, BLOCK 3 LANDON & CURRY'S ADDITION TO CITY OF DENVER, A PORTION OF LOT 13, BLOCK 3 LANDON & CURRY'S ADDITION TO THE CITY OF DENVER, TOGETHER WITH A PORTION OF THE ALLEY VACATED BY ORDINANCE 38 SERIES OF 1934, LOCATED SOUTH OF BLOCK 37 PARK ADDITION TO CITY OF DENVER, A PORTION OF THE ALLEY VACATED BY ORDINANCE 334, SERIES OF 1967, AND A PORTION OF THE ALLEY VACATED BY ORDINANCE 111 SERIES OF 1959, LOCATED IN BLOCK 3, LANDON & CURRY'S ADDITION TO CITY OF DENVER, SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST BLOCK CORNER OF SAID BLOCK 37  
THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF MARION STREET THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 00°00'46" WEST, A DISTANCE OF 134.42 FEET;
- 2) SOUTH 89°53'44" EAST, A DISTANCE OF 0.95 FEET;
- 3) SOUTH 00°00'11" EAST, A DISTANCE OF 196.63 FEET TO A POINT ON THE NORTH LINE OF A PARCEL DEEDED TO THE CITY AND COUNTY OF DENVER, RECEPTION NUMBER 2021123548;

THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL DEEDED TO THE CITY AND COUNTY OF DENVER THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 89°38'21" WEST, A DISTANCE OF 38.15 FEET;
- 2) NORTH 64°54'04" WEST, A DISTANCE OF 28.56 FEET;
- 3) NORTH 89°40'34" WEST, A DISTANCE OF 60.00 FEET;
- 4) NORTH 00°00'16" EAST, A DISTANCE OF 4.09 FEET;
- 5) NORTH 89°38'21" WEST, A DISTANCE OF 20.00 FEET;
- 6) SOUTH 00°00'12" WEST, A DISTANCE OF 13.09 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, BLOCK 3, LANDON AND CURRY'S ADDITION TO CITY OF DENVER;

THENCE NORTH 89°53'55" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 123.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DOWNING STREET;

NORTH 00°00'38" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 329.32 FEET TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF COLFAX AVENUE;

THENCE SOUTH 89°30'09" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 266.03 FEET TO THE POINT OF BEGINNING.