



APPLICATION

FOR ENCROACHMENTS & ENCUMBRANCES IN THE PUBLIC RIGHT-OF-WAY

An Encroachment Permit is required prior to placing privately-owned improvements (“Encroachment” or “Encumbrance”) in the public Right-of-Way (ROW). Only Encroachment Permit Applications in accordance with [Rules and Regulations](#) and [Permit Entrance Requirements](#) for Encroachments in the Public Right-of-Way will be considered by the Department of Transportation & Infrastructure (DOTI). **It is the City’s sole discretion whether to grant an Encroachment Permit based on any facts the City feels are relevant. Approval is not guaranteed.**

To apply, complete this application and submit together with required application materials in accordance with the [Permit Entrance Requirements](#) to DOTI.ER@denvergov.org. Please type or print clearly. If necessary, attach additional sheets to fully answer any of the following sections. Incomplete applications packages will not be accepted. Questions on this application or the process can be sent to DOTI.ER@denvergov.org.

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

ADJACENT PROPERTY OWNER:

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

Company Name: BIGGER LEAP, LLC
Contact Name: Rob Hill
Property Address: 2501 Blake Street
Billing Address: 2501 Blake Street
Phone: TBD Email: rhill@elementsofplace.com

PRIMARY CONTACT: *Check if the same as Adjacent Property Owner*

Company Name: Proof Civil
Contact Name: Jason DeYoung
Address: 1531 Market Street
Phone: 303-325-5709 Email: jdeyoung@proofcivil.com



ENCROACHMENT INFORMATION:

Project Name: ELEMENTS.DENVER
Adjacent Property Address: Blake Street
Coordinates (Lat/Long): Approx. 39°45'33.3"N 104°59'17.1"W
Encroachment Area, in SF: 1454 SF

Is this project associated with a LAND DEVELOPMENT REVIEW?

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

Is the proposed encroachment located in Future Right-of-Way?

Finalizing permit and/or processing resolution for the Encroachment will not occur until the ROW dedication is finalized.

Yes No If 'Yes', provide ROW Dedication Project Number:

Location Description: (e.g. Located on the South side of 23rd Ave, twenty (20) feet from face of curb, and ten (10) feet west of pavement on Private Drive.)

Located on the the north side of Blake Street. The encroachment extends approximately 11.5' feet (max.) past the property line, and 10.1 (min.) from face of curb.

Description of Encroachment:

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

Existing ramp improvements, proposed 4' canopy and existing platform modifications.

Reason for Private Improvements in the Public ROW:

Private improvements should be located on private property. Only in cases where there are physical constraints that preclude the placement of private improvements on private property that an encroachment may be considered within the right-of-way. Make your case as to why this is a good use of the public right-of-way.

Elements would like to improve the current ramp by adding new railings and guardrails, while repurposing the existing raised platform into planters. This request can only be feasible by allowing the modification of existing structures.



ATTESTATION:

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

1. That I am the property owner adjacent to the Encroachment Area, or the authorized representative of a Special District, that is responsible for the placement, maintenance, repair, replacement, removal, site restoration, ownership, or is otherwise responsible for the Encroachment in accordance with the Rules & Regulations for Encroachments and Encumbrances in the Public Right-of-Way.
2. That it is the City's sole discretion to classify the Tier of an Encroachment and whether to grant an Encroachment Permit based on any facts the City feels are relevant. The issuance of an Encroachment Permit confers no rights to the Right-of-Way, the Encroachment Permit is revocable and DOTI can order the removal of the Encroachment and restoration of the Encroachment Area for any reason the City feels relevant.
3. Permittee agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to an Encroachment Permit and the Encroachment ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Permittee or its subcontractors either passive or active, irrespective of fault, including City's negligence whether active or passive.
4. Permittee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Permittee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
5. Permittee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
6. Insurance coverage requirements specified in an Encroachment Permit shall in no way lessen or limit the liability of Permittee under the terms of this indemnification obligation. Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
7. This defense and indemnification obligation shall survive the expiration or termination of any issued Encroachment Permit.
8. Permittee is fully responsible for all costs to install, maintain, repair, replace, remove, and restore the Encroachment Area, including annual City Encroachment Permit Fees. A lien will be placed on the Permittee's property for failure to remove a revoked or abandoned Encroachment for cost incurred by CCD to remove the Encroachment and restore the Encroachment Area on behalf of the Permittee.
9. Indemnity and Insurance for Tier I and Tier II Encroachments: Pursuant to and not superseding any General Terms and Conditions, as a condition for placement of a Tier I or Tier II Encroachment, the Owner of such Tier I or Tier II Encroachment shall hold CCD harmless from all loss or damage to persons or property on account of injury arising from the construction, repair, or maintenance of the Tier I or Tier II Encroachment. Obtain and Maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.
10. Indemnity and Insurance for Tier III Encroachments: Pursuant to and not superseding any General Terms and Conditions, as a condition for placement of a Tier III Encroachment, the Owner of such Tier III Encroachment shall hold CCD harmless from all loss or damage to persons or property on account of injury arising from the construction, repair, or maintenance of the Tier III Encroachment. Obtain and Maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$5,000,000 policy aggregate. A combination of primary and excess coverage may be used to meet the aggregate limit. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.

ADJACENT PROPERTY OWNER SIGNATURE: DATE: 2.18.2021

PRINT NAME: ROBERT F HILL TITLE: OWNER

COMPANY: Elementes

PERMIT SUBMITTAL CHECKLIST

FOR ENCROACHMENTS & ENCUMBRANCES IN THE PUBLIC RIGHT-OF-WAY
Any Submittal not meeting all minimum checklist criteria herein will be rejected as incomplete.

Encroachments shall be in accordance with:

- [Denver Revised Municipal Code \(DRMC\) Chapter 49, Streets, Sidewalks and Other Public Ways](#)
- [Rules and Regulations Governing Encroachments & Encumbrances in the Public Right-of-Way](#)
- [Transportation Standards and Details for the Engineering Division](#)

Application

- Signed by adjacent property owner as owner of Encroachment or authorized Special District representative

Evidence of Adjacent Property Ownership & Parcel Land Description

Required for all Encroachment Permit Applications

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

Land Description sealed and signed by a Professional Land Surveyor licensed in Colorado

Required for Tier II Underground Encroachments and all Tier III Encroachments (can be submitted after 1st review)

- Encroachment Area Land Description and Exhibit(s) in PDF format stamped and signed by PLS
- Encroachment Area Land Description in Word format

Site Plans sealed and signed by a Professional Engineer licensed in Colorado

GENERAL

- Vicinity map
- North arrows and numerical and bar scales (Scale not to exceed 1" = 40')
- Legend
- PE stamp area
- Plan set date and revision number (if applicable)

PLAN VIEW

Show, label and dimension existing and proposed final site conditions, including but not limited to the following (aerial imagery is allowed; however, it does not replace requirement for accurately scaled engineering drawings):

- Property lines, right-of-way width
- Edge of pavement, curb and gutter, sidewalks, nearby driveways and alleys
- Street lights, pedestrian lights, signal poles, utility poles
- Surface utility features (e.g. cabinets, handholes, manholes, inlets, vaults, valves, fire hydrants)
- N/A Regulatory Floodplain boundaries (FEMA)
- Underground and overhead utilities (e.g. water, sewer, power, communications, gas, irrigation)
- N/A Trees and landscaping in the ROW
- Street names and adjacent property address(es)
- Regional Transportation District (RTD) bus stop with any amenities
- Location and size of Encroachment – Show and dimension limits of both above and below ground elements
- Construction Materials
- Projection from building
- Distance from Encroachment to the nearest flowline

City and County of Denver Department of Transportation & Infrastructure

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

www.denvergov.org/doti

Phone: 720-913-3003



- Distance from Encroachment to any other Streetscape feature/obstruction in the vicinity
- Distance from property line to back of curb
- N/A Electrical service alignment, electrical connection location, and voltage/amps
- No proposed Encroachments located in the intersection clear zone per Transportation Std. Dwg. 7.9

ELEVATION OR CROSS-SECTION VIEWS

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

DETAIL SHEET(S)

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

STRUCTURAL PLANS Not Applicable

- Structural plans
- Manufacturers certification

ADDITIONAL REQUIRED MATERIAL(S) Not Applicable

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

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

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

Fees:

Fees must be paid immediately after ER provides a project number and invoice for your application.

Fees (Non-Refundable):	Tier I Encroachment:	Tier II Encroachment:	Tier III Encroachment:
Initial Processing	No Fee	\$1,500.00	\$1,500.00
Land Description Review	N/A	\$500.00	\$500.00
Resolution Review	N/A	N/A	\$300.00
Annual Permit	No Fee	\$200.00	\$200.00

Attestation:

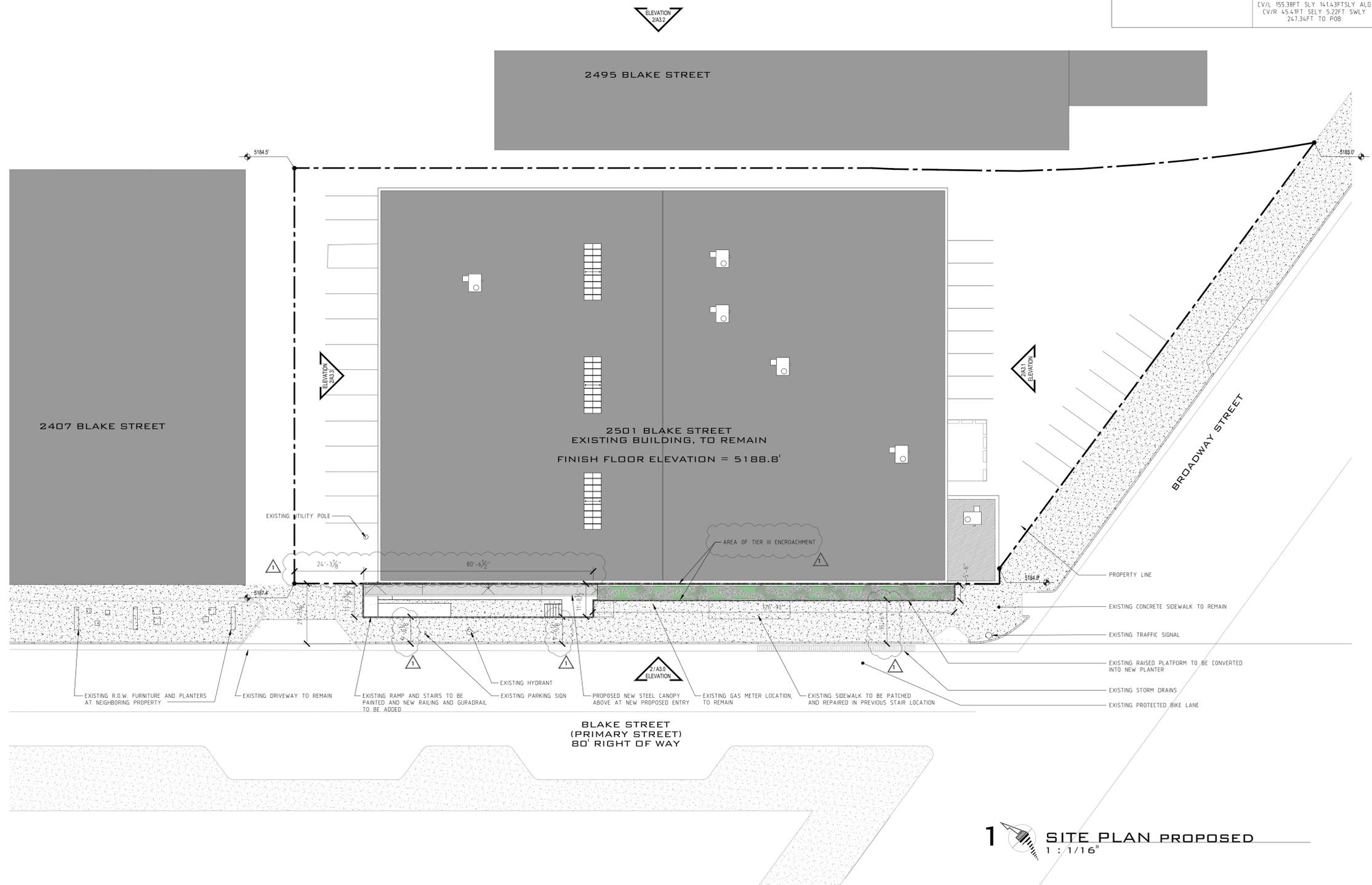
I hereby attest that the above information is incorporated into the Encroachment Application and plan submittal:

SIGNATURE: Grant Warmerdam DATE: 03/18/2026
 PRINT NAME: Grant Warmerdam EMAIL: grant@bossarch.com
 COMPANY: Boss Architecture PHONE: 510.517.0206

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

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

SITE STATISTICS	
ZONE DISTRICT	I-MX-8
GENERAL ZONE LOT INFORMATION	50 FT. ACRES
ZONE LOT SIZE	42,092.50 FT. 0.96
PRIMARY STREET DESIGNATION	BLAKE STREET
GROSS FLOOR AREA	50 FT.
EXISTING	34,857 SQ. FT.
LEGAL DESCRIPTION	MCPHEE & MCGINNITY BLK PT BEG 4.25FT NELY OF S COR BLK NWLY 146.92FT NELY 202.7FT NELY ALG CV/L 155.38FT SLY 14.14.39FT SLY ALG CV/R 45.41FT SELY 5.22FT SWLY 247.34FT TO POB



BOSS

CHRISTOPHER DAVIS
KEVIN STEPHENSON

© COPYRIGHT 2025
PROHIBITED WITHOUT THE WRITTEN CONSENT OF BOSS ARCHITECTURE, LLC



OWNER: ELEMENTS DENVER
LOCATION: 2501 BLAKE STREET DENVER, COLORADO 80205

18 | 2025 (RIGHT OF WAY PERMIT)

SITE PLANS

ELEMENTS.DENVER

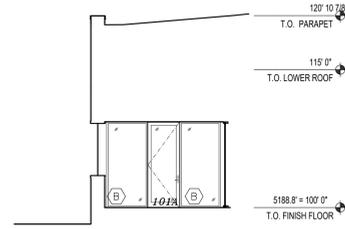
BOSS
ARCHITECTURE

3300 E 17TH AVENUE
DENVER, COLORADO 80206 USA

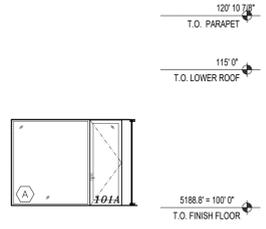
303.377.6322 | P
303.377.6326 | F
WWW.BOSSARCHITECTURE.COM

1.1

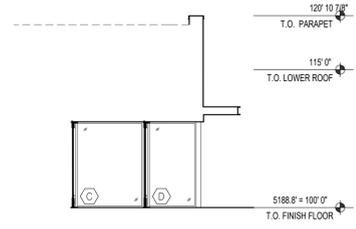
5 ELEVATION NORTH VESTIBULE
1 : 1/8"



4 ELEVATION NORTH ENTRY
1 : 1/8"



3 ELEVATION WEST ENTRY
1 : 1/8"

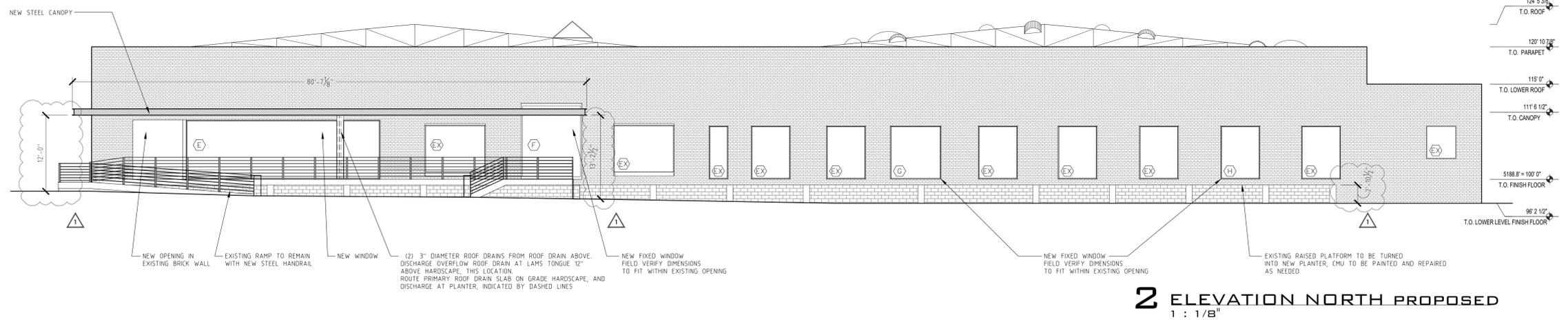


ELEVATION MATERIALS

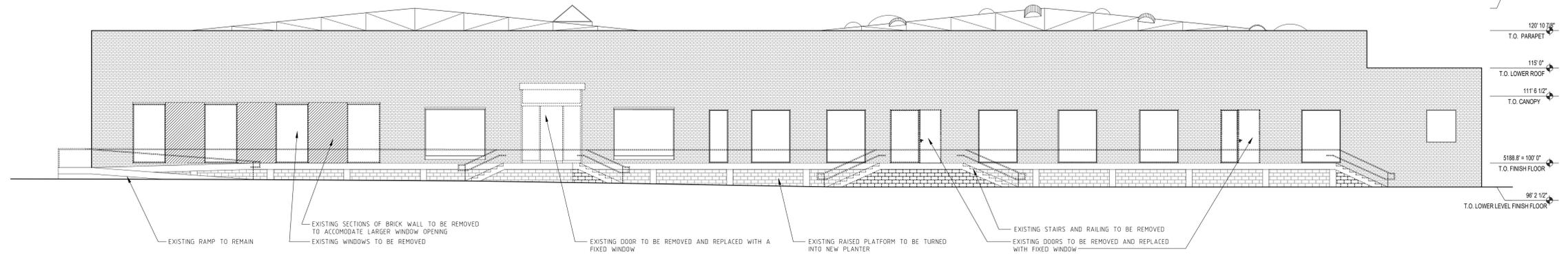
-  EXISTING CMU, TO REMAIN
-  EXISTING BRICK, TO REMAIN
-  NEW STEEL AWNING

ELEVATION NOTES

VERIFY ALL DIMENSIONS IN FIELD.
 SUBMIT SAMPLES OF ALL MATERIALS FOR APPROVAL.
 ALL WINDOWS ARE EXISTING, TO REMAIN, UNLESS NOTED OTHERWISE. ALL NEW WINDOWS TO MATCH EXISTING WINDOWS IN FRAME, PROFILE, FRAME SIZE, FRAME FINISH / COLOR, AND GLASS TYPE.
 ALL EXTERIOR MATERIALS AND FINISHES ARE EXISTING, TO REMAIN, UNLESS NOTED OTHERWISE.
 COORDINATE MOUNTING HEIGHTS FOR ALL EXTERIOR SCONCES AND SUSPENSION HEIGHTS FOR ALL SUSPENDED LIGHT FIXTURES.



2 ELEVATION NORTH PROPOSED
1 : 1/8"



1 ELEVATION NORTH DEMO
1 : 1/8"



CHRISTOPHER DAVIS
 KEVIN STEPHENSON
ARCHITECTS



OWNER: ELEMENTS DENVER
 LOCATION: 2501 BLAKE STREET DENVER, COLORADO 80205

18 | 2025 (RIGHT OF WAY PERMIT)

EXTERIOR ELEVATIONS

ELEMENTS.DENVER

BOSS ARCHITECTURE
 3300 E 17TH AVENUE
 DENVER, COLORADO 80206 USA
 303.377.6322 | P
 303.377.6326 | F
 WWW.BOSSARCHITECTURE.COM

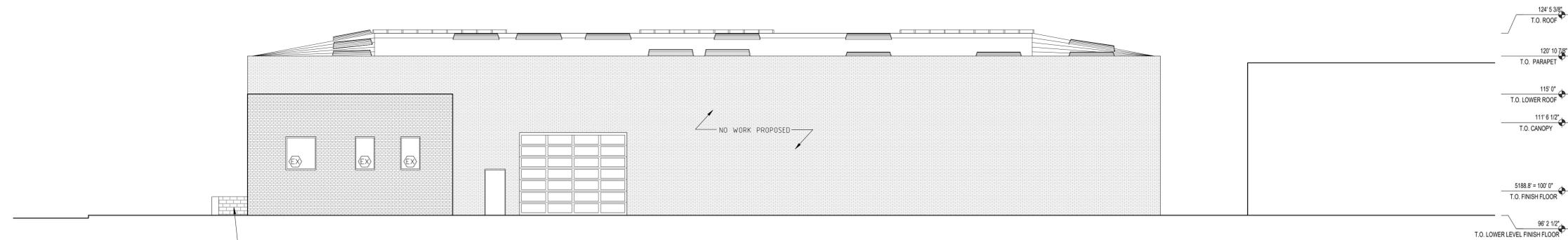
3.0

ELEVATION MATERIALS

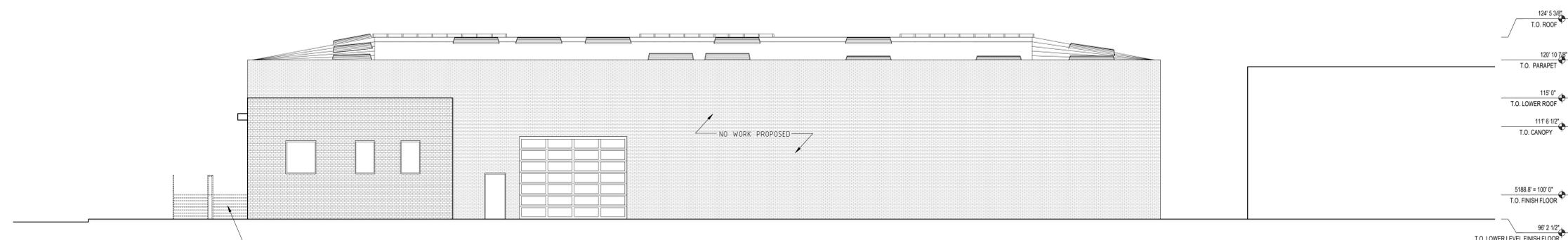
-  EXISTING CMU, TO REMAIN
-  EXISTING BRICK, TO REMAIN
-  NEW STEEL AWNING

ELEVATION NOTES

VERIFY ALL DIMENSIONS IN FIELD.
 SUBMIT SAMPLES OF ALL MATERIALS FOR APPROVAL.
 ALL WINDOWS ARE EXISTING, TO REMAIN, UNLESS NOTED OTHERWISE. ALL NEW WINDOWS TO MATCH EXISTING WINDOWS IN FRAME, PROFILE, FRAME SIZE, FRAME FINISH / COLOR, AND GLASS TYPE.
 ALL EXTERIOR MATERIALS AND FINISHES ARE EXISTING, TO REMAIN, UNLESS NOTED OTHERWISE.
 COORDINATE MOUNTING HEIGHTS FOR ALL EXTERIOR SCONCES AND SUSPENSION HEIGHTS FOR ALL SUSPENDED LIGHT FIXTURES.



2 ELEVATION EAST PROPOSED
 1 : 1/8"



1 ELEVATION EAST DEMO
 1 : 1/8"



CHRISTOPHER DAVIS
 KEVIN STEPHENSON
ARCHITECTS



OWNER: ELEMENTS DENVER
 LOCATION: 2501 BLAKE STREET DENVER, COLORADO 80205

18 | 2025 (RIGHT OF WAY PERMIT)

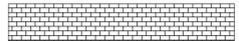
EXTERIOR ELEVATIONS

ELEMENTS.DENVER

BOSS ARCHITECTURE
 3300 E 17TH AVENUE
 DENVER, COLORADO 80206 USA
 303.377.6322 | P
 303.377.6326 | F
 WWW.BOSSARCHITECTURE.COM

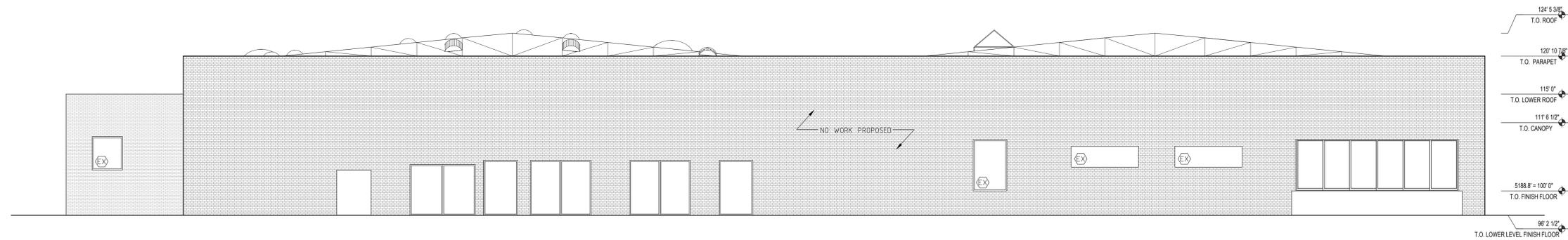
W. 1

ELEVATION.MATERIALS

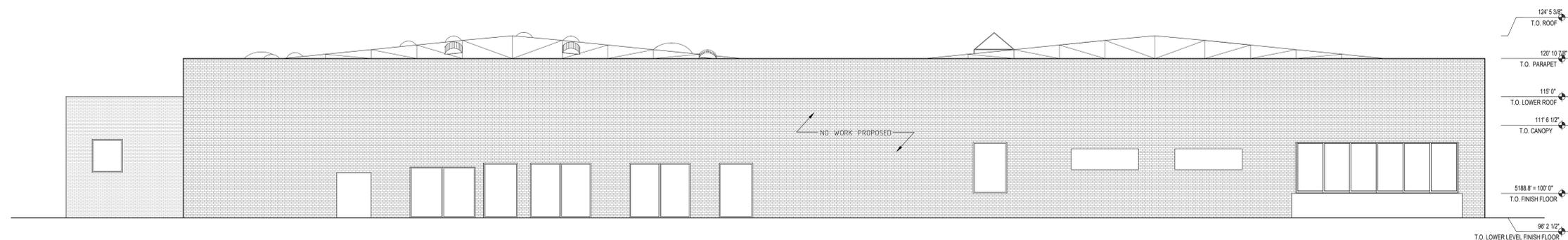
-  EXISTING CMU, TO REMAIN
-  EXISTING BRICK, TO REMAIN
-  NEW STEEL AWNING

ELEVATION.NOTES

VERIFY ALL DIMENSIONS IN FIELD.
 SUBMIT SAMPLES OF ALL MATERIALS FOR APPROVAL.
 ALL WINDOWS ARE EXISTING, TO REMAIN, UNLESS NOTED OTHERWISE. ALL NEW WINDOWS TO MATCH EXISTING WINDOWS IN FRAME, PROFILE, FRAME SIZE, FRAME FINISH / COLOR, AND GLASS TYPE.
 ALL EXTERIOR MATERIALS AND FINISHES ARE EXISTING, TO REMAIN, UNLESS NOTED OTHERWISE.
 COORDINATE MOUNTING HEIGHTS FOR ALL EXTERIOR SCONCES AND SUSPENSION HEIGHTS FOR ALL SUSPENDED LIGHT FIXTURES.



2 ELEVATION SOUTH PROPOSED
 1 : 1/8"



1 ELEVATION SOUTH DEMO
 1 : 1/8"



CHRISTOPHER DAVIS
 KEVIN STEPHENSON
REGISTERED ARCHITECTS
 STATE OF COLORADO
 LICENSE NO. 101680
 12-17-15



OWNER: ELEMENTS DENVER
 LOCATION: 2501 BLAKE STREET DENVER, COLORADO 80205

18 | 2025 (RIGHT OF WAY PERMIT)

ELEMENTS.DENVER

BOSS ARCHITECTURE
 3300 E 17TH AVENUE
 DENVER, COLORADO 80206 USA
 303.377.6322 | P
 303.377.6326 | F
 WWW.BOSSARCHITECTURE.COM

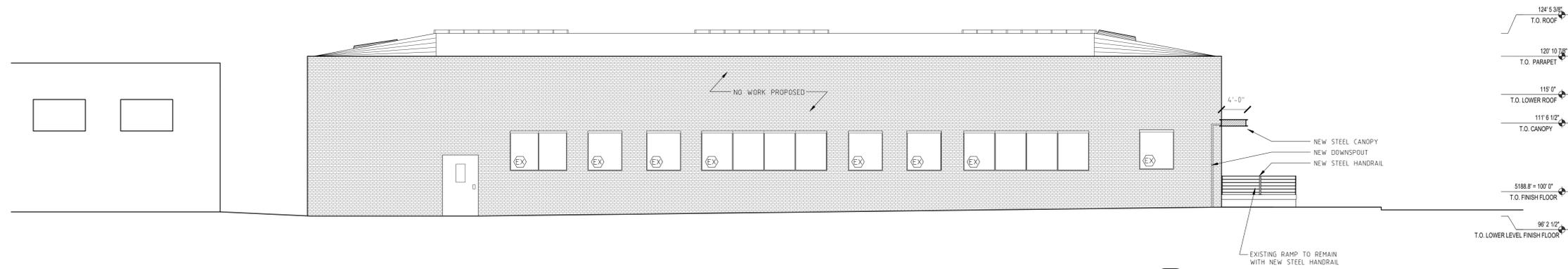
EXTERIOR ELEVATIONS

ELEVATION MATERIALS

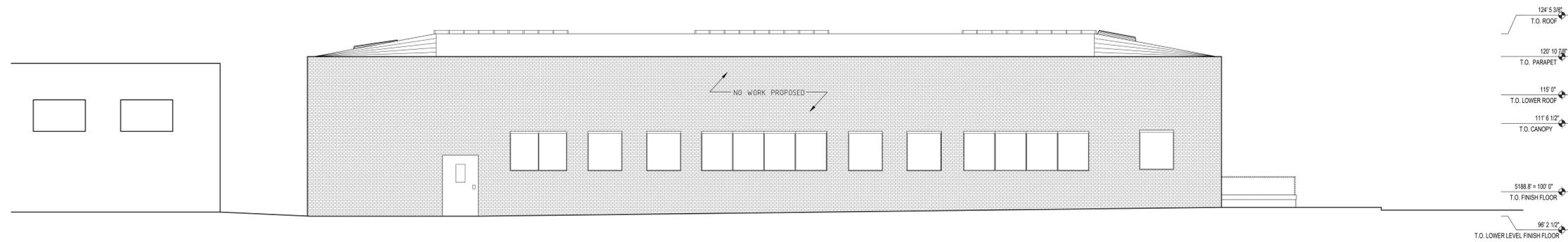
-  EXISTING CMU, TO REMAIN
-  EXISTING BRICK, TO REMAIN
-  NEW STEEL AWNING

ELEVATION NOTES

VERIFY ALL DIMENSIONS IN FIELD.
 SUBMIT SAMPLES OF ALL MATERIALS FOR APPROVAL.
 ALL WINDOWS ARE EXISTING, TO REMAIN, UNLESS NOTED OTHERWISE. ALL NEW WINDOWS TO MATCH EXISTING WINDOWS IN FRAME, PROFILE, FRAME SIZE, FRAME FINISH / COLOR, AND GLASS TYPE.
 ALL EXTERIOR MATERIALS AND FINISHES ARE EXISTING, TO REMAIN, UNLESS NOTED OTHERWISE.
 COORDINATE MOUNTING HEIGHTS FOR ALL EXTERIOR SCONCES AND SUSPENSION HEIGHTS FOR ALL SUSPENDED LIGHT FIXTURES.



2 ELEVATION WEST PROPOSED
 1 : 1/8"



1 ELEVATION WEST DEMO
 1 : 1/8"



CHRISTOPHER DAVIS
 KEVIN STEPHENSON
© COPYRIGHT 2025 BOSS ARCHITECTURE, LLC. ALL RIGHTS RESERVED. NO PART OF THESE DOCUMENTS IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF BOSS ARCHITECTURE, LLC.



OWNER: ELEMENTS DENVER
 LOCATION: 2501 BLAKE STREET DENVER, COLORADO 80205

18 | 2025 (RIGHT OF WAY PERMIT)

EXTERIOR ELEVATIONS

ELEMENTS.DENVER

BOSS ARCHITECTURE
 3300 E 17TH AVENUE
 DENVER, COLORADO 80206 USA
 303.377.6322 | P
 303.377.6326 | F
 WWW.BOSSARCHITECTURE.COM

**"EXHIBIT A"
DESCRIPTION**

**SITUATE
IN THE SW 1/4 OF SECTION 27, T.3.S., R.68.W. OF THE SIXTH P.M.
CITY & COUNTY OF DENVER, STATE OF COLORADO**

LAND DESCRIPTION:

THAT PART OF THE BLAKE STREET RIGHT-OF-WAY ADJOINING A PORTION OF THE MCPHEE AND MCGINNITY BLOCK, SITUATE IN THE SW 1/4 OF SECTION 27, T.3.S., R.68.W. OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BLAKE STREET, WHICH IS 425.0 FEET NORTHEASTERLY FROM THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 24TH STREET;

THENCE N44°37'12"E, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BLAKE STREET, A DISTANCE OF 24.26 FEET TO THE POINT OF BEGINNING; THENCE N44°37'12"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 207.21 FEET, WHENCE THE MOST SOUTHERLY CORNER OF PARCEL NO. 218 OF THE CITY AND COUNTY OF DENVER BROADWAY VIADUCT REPLACEMENT PROJECT BEARS N44°37'12"E, A DISTANCE OF 15.94 FEET +/-; THENCE S45°22'48"E, DEPARTING SAID RIGHT-OF-WAY LINE PERPENDICULARLY, A DISTANCE OF 5.50 FEET; THENCE S44°37'12"W, ALONG A LINE 5.50 FEET SOUTHEASTERLY OF & PARALLEL WITH SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 126.67 FEET; THENCE S45°22'48"E, DEPARTING SAID LINE PERPENDICULARLY, A DISTANCE OF 6.21 FEET; THENCE S44°34'05"W, A DISTANCE OF 80.54 FEET; THENCE N45°22'48"W, A DISTANCE OF 11.78 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 1,643 SQ. FT, +/-.

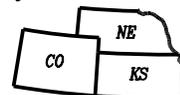
SURVEYOR'S STATEMENT:

I, BRADLEY D. PETERSON, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS "EXHIBIT" WHICH IS BASED UPON A 16 AUGUST 2025 "LAND SURVEY PLAT" WAS GENERATED BY ME AND IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF AND OPINION. THIS STATEMENT IS NOT A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.



BRADLEY D. PETERSON, P.L.S. NO. 28660
FOR & ON BEHALF OF TRISTATE SURVEYING, INC.

TRISTATE SURVEYING, INC.
Bradley D. Peterson, PLS



7371 S. DELAWARE STREET LITTLETON, CO 80120-4220
303-995-9072 brad@tristatesurveying.com

DRAWN BY: BDP	DATE: 12 FEB 26
CHECKED BY: JLT	EXH DESCRIPTION DRAWING NO.:
JOB NO.: 202527	SHEET 1 OF 2

"EXHIBIT A" ILLUSTRATION

SITUATE
IN THE SW 1/4 OF SECTION 27, T.3.S., R.68.W. OF THE SIXTH P.M.
CITY & COUNTY OF DENVER, STATE OF COLORADO

SURVEYOR'S STATEMENT:

I, BRADLEY D. PETERSON, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS "EXHIBIT" WHICH IS BASED UPON A 16 AUGUST 2025 "LAND SURVEY PLAT" WAS GENERATED BY ME AND IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF AND OPINION. THIS STATEMENT IS NOT A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.



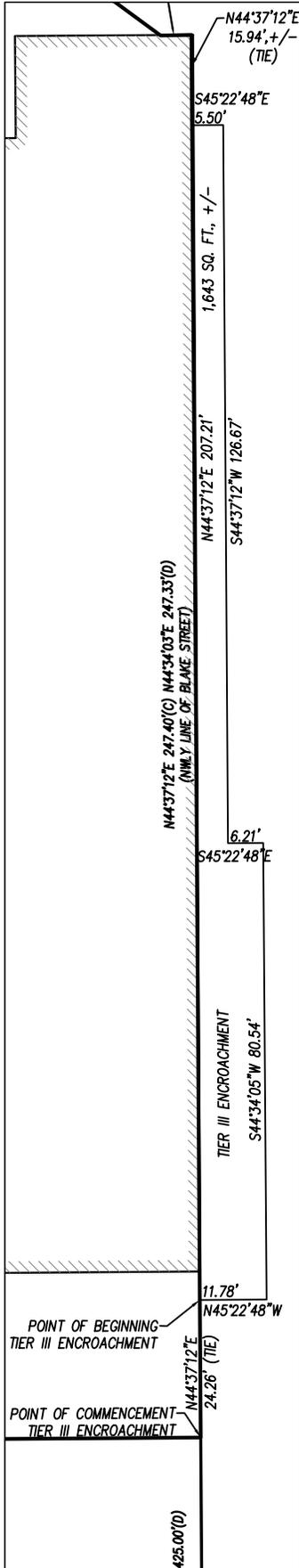
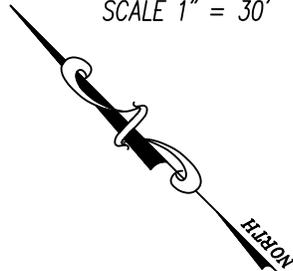
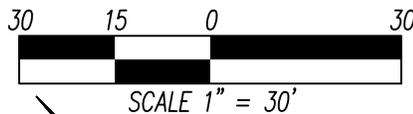
BRADLEY D. PETERSON, P.L.S. NO. 28660
FOR & ON BEHALF OF TRISTATE SURVEYING, INC.

NOTES:

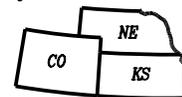
- 1) BASIS OF BEARINGS:** THE DEEDED BEARING OF S45°24'37"E FOR THE RANGE LINE 19.50 FEET NORTHEAST OF THE SOUTHWEST RIGHT-OF-WAY LINE OF 24TH STREET, MONUMENTED AT THE NORTHEAST END BY A FOUND #8 REBAR IN A MONUMENT WELL & AT THE SOUTHWEST END BY A FOUND BRASS DISK (PLS 20699), BOTH AS RANGE POINTS AS SHOWN HEREON.
- 2) LINEAL UNITS:** U.S. SURVEY FEET. PURSUANT TO 38-52-103(2) C.R.S. THE CONVERSION FACTOR IS: ONE METER EQUALS 3937/1200 FEET.

RESTRICTIONS:

- 1) DIGITAL DISCLAIMER:** TRISTATE SURVEYING, INC. MAKES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED FOR DIGITAL RENDERINGS.
- 2) NOTICE 13-80-105(3)(A) C.R.S.:** ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



TRISTATE SURVEYING, INC.
Bradley D. Peterson, PLS



7371 S. DELAWARE STREET LITTLETON, CO 80120-4220
303-995-9072 brad@tristatesurveying.com

DRAWN BY: BDP	DATE: 12 FEB 26
CHECKED BY: JLT	EXH ILLUSTRATION DRAWING NO.:
JOB NO.: 202527	SHEET 2 OF 2



8055 East Tufts Avenue, Suite 525
Denver, CO 80237
Phone: 303-291-9999 / Fax: 303-633-7780

Date: February 5, 2026
File No.: 598-CS0629207-152, Amendment No. 1
Buyer(s)/Borrower(s): Contracted Purchaser or Designee
Owner(s): Bigger Leap Llc
Property: 2501 Blake St, Denver, CO 80205-2112
Assessor Parcel No.: 02277-00-010-000 and 02277-00-010-000

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Updated

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

To: Chicago Title of Colorado - DTC
8055 East Tufts Avenue
Suite 525
Denver, CO 80237

Attn: CT Title Only
Phone: 303-291-9917
Fax:
Email: sandy.plaven@ctt.com

To: Contracted Purchaser or Designee

Attn:

To: Bigger Leap Llc

Attn: Rob Hill
sent via email

To: SB Transaction Coordinator/Or Co Agent

END OF TRANSMITTAL

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**CHICAGO TITLE
INSURANCE COMPANY**

Commitment Number:

**CS0629207
Amendment 1**

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Terry N. Williams
Authorized Officer or Agent

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CHICAGO TITLE INSURANCE COMPANY

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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: CT Title Only Chicago Title of Colorado - DTC 8055 East Tufts Avenue, Suite 525 Denver, CO 80237 Phone: 303-291-9917 Main Phone: 303-291-9999 Email: sandy.plaven@ctt.com	

Order Number: 598-CS0629207-152

Property Address: 2501 Blake St, Denver, CO 80205-2112

SCHEDULE A

1. Commitment Date: February 2, 2026 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured:

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

Proposed Amount of Insurance:

\$0.00

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:

[Bigger Leap, LLC, a Colorado limited liability company](#)

5. The Land is described as follows:

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

PREMIUMS:

Search/Abstract Fees

\$1250.00

END OF SCHEDULE A

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

That part of the McPhee and McGinnity Block, and that part of the Northeast one-quarter of the Southwest one-quarter and the Northwest one-quarter of the Southeast one-quarter of Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian, more particularly described as follows:

Beginning at a point on the Northwesterly line of Blake Street, which is 425.0 feet Northeasterly from the Northeasterly line of 24th Street; thence North 44°34'03" East along the Northwesterly line of Blake Street, a distance of 247.34 feet to the most Southerly corner of Parcel No. 218 of the City and County of Denver Broadway Viaduct Replacement Project; thence along the Westerly line of said Parcel No. 218 the following three (3) courses:

- 1) North 45°21'01" West a distance of 5.22 feet;
- 2) Thence along a curve to the left, having a central angle of 00°32'03", a radius of 4870.89 feet, an arc length of 45.41 feet, the chord of which bears North 08°56'42" West a distance of 45.41 feet;
- 3) Thence North 09°12'44" West a distance of 141.43 feet to the Centerline of a Union Pacific Spur Track;

Thence Southwesterly along the Centerline of said Spur Track, along a curve to the right, having a central angle of 13°15'15", a radius of 675.00 feet, an arc length of 155.75 feet, the chord of which bears South 41°17'06" West a distance of 155.41 feet; thence South 44°33'55" West along the Centerline of said Spur Track, a distance of 202.70 feet to a point 425.0 feet Northeasterly from and measured at right angles to the Northeasterly line of 24th Street, said line being parallel with and 146.92 feet Northwesterly from the Northwesterly line of Blake Street; thence South 45°24'37" East parallel with the Northeasterly line of 24th Street, a distance of 146.92 feet, more or less, to the POINT OF BEGINNING, City and County of Denver, State of Colorado.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Bigger Leap LLC, a Colorado limited liability company

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

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. Furnish for recordation a full release of deed of trust:

Amount: \$7,763,366.12
 Trustor/Grantor: Bigger Leap and Big Step
 Trustee: Public Trustee of Denver County
 Beneficiary: Alpine Bk
 Recording Date: November 27, 2023
 Recording No.: [2023111755](#)

Assignment of Rents recorded November 27, 2023 at Reception No. [111756](#).

8. Recordation of Statement of Authority for Bigger Leap LLC, a Colorado limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements
(continued)

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

NOTE: Effective May 24th, 2023, the Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein. This affects the following counties, Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, and Summit.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

There are no conveyances affecting said land recorded within 24 months of the date of this report

[Plat Map](#)

END OF SCHEDULE B, PART I

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions

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

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

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

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

8. Easements, terms, conditions, provisions, agreements and obligations specified under the Deed, which was recorded November 10, 1944 in [Book 5844 at Page 344](#).
9. Easement as depicted in instrument recorded September 28, 1989 at Reception No. [890090102](#).

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

10. The effect of the inclusion of the subject property in the Broadway Viaduct Pedestrian Mall, as disclosed by Ordinance No. 838, Series of 1998 recorded November 30, 1998 at Reception No. [9800199427](#), assessed by Ordinance No. 845, Series of 2002 recorded October 29, 2002 at Reception No. [2002204556](#), Ordinance No. 825, Series of 2003 at Reception No. [2003239712](#), Ordinance No. 817, Series of 2004 recorded November 29, 2004 at Reception No. [2004244634](#), Ordinance No. 966, Series of 2005 recorded December 28, 2005 at Reception No. [2005218493](#), Ordinance No. 763, Series of 2006 recorded November 17, 2006 at Reception No. [2006186091](#), Ordinance No. 693, Series of 2007 recorded November 23, 2007 at Reception No. [2007180820](#), Ordinance No. 717, Series of 2009 recorded December 4, 2009 at Reception No. [2009157288](#), Ordinance No. 584, Series of 2012 recorded November 26, 2012 at Reception No. [2012162138](#), Ordinance No. 616, Series of 2013 recorded November 25, 2013 at Reception No. [2013169598](#), Ordinance No. 0556, Series of 2014 recorded October 18, 2014 at Reception No. [2014122515](#) and Ordinance No. 2015-023, Series of 2015 recorded November 18, 2015 at Reception No. [2015161426](#).
11. Any and all railroad easements crossing subject property, as evidenced by Warranty Deed recorded March 17, 1999 at Reception No. [9900047924](#).
12. An easement for utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded March 11, 2003 at Reception No. [2003040048](#), upon the terms and conditions set forth in the instrument, over a portion of the land.
13. Terms, conditions, provisions, agreements and obligations contained in the Ordinance as set forth below:

Recording Date: January 21, 2016
Recording No: [7469](#)
14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance as set forth below:

Recording Date: November 27, 2023
Recording No: [111802](#)
15. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.

END OF SCHEDULE B, PART II

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements;
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

- 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.

10. CLASS ACTION

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

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Chicago Title of Colorado - DTC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- The Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity. Unless specified otherwise, any interest earned, or other financial benefits received, on such account(s) shall be retained by the Company. Upon request, deposits made to the Company may be invested on behalf of any party or parties hereto; provided that any direction to the Company for such investment shall be expressed in writing and the Company shall receive at the time of such request the taxpayer's identification number and requisite investment forms. The Company shall charge a fee, not to exceed \$75.00, to invest funds in an interest bearing account.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



DISCLOSURE STATEMENT
(continued)

- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2026

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Device and Browsing Information

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

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

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

Other Online Specifics

Website Analytics. We use Google Analytics to understand how visitors interact with FNF Websites. Google Analytics may collect information such as your IP address, device type, and pages visited to help us analyze site traffic and to personalize your browsing experience on our site. If you don't want Google Analytics to be used in your browser, you can install the Google Analytics browser add-on, which Google makes available online.

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

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

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

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

Use of Personal Information

FNF uses Personal Information for these main purposes:

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

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

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

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

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

Security of Your Information

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

Choices With Your Information

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

State-Specific Consumer Privacy Information:

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

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

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

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

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

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

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent to this Privacy Notice; Notice Changes

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

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

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

**AFFIDAVIT AND INDEMNITY AGREEMENT
TO CHICAGO TITLE OF COLORADO - DTC**

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

OWNER(S):

Bigger Leap Llc

BY: _____
Rob Hill

State of Colorado }

}ss

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Rob Hill, , on behalf of Bigger Leap Llc.

Notary Public

My Commission Expires: _____

(SEAL)

EXHIBIT "A"
Legal Description

That part of the McPhee and McGinnity Block, and that part of the Northeast one-quarter of the Southwest one-quarter and the Northwest one-quarter of the Southeast one-quarter of Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian, more particularly described as follows:

Beginning at a point on the Northwesterly line of Blake Street, which is 425.0 feet Northeasterly from the Northeasterly line of 24th Street; thence North 44°34'03" East along the Northwesterly line of Blake Street, a distance of 247.34 feet to the most Southerly corner of Parcel No. 218 of the City and County of Denver Broadway Viaduct Replacement Project; thence along the Westerly line of said Parcel No. 218 the following three (3) courses:

- 1) North 45°21'01" West a distance of 5.22 feet;
- 2) Thence along a curve to the left, having a central angle of 00°32'03", a radius of 4870.89 feet, an arc length of 45.41 feet, the chord of which bears North 08°56'42" West a distance of 45.41 feet;
- 3) Thence North 09°12'44" West a distance of 141.43 feet to the Centerline of a Union Pacific Spur Track;

Thence Southwesterly along the Centerline of said Spur Track, along a curve to the right, having a central angle of 13°15'15", a radius of 675.00 feet, an arc length of 155.75 feet, the chord of which bears South 41°17'06" West a distance of 155.41 feet; thence South 44°33'55" West along the Centerline of said Spur Track, a distance of 202.70 feet to a point 425.0 feet Northeasterly from and measured at right angles to the Northeasterly line of 24th Street, said line being parallel with and 146.92 feet Northwesterly from the Northwesterly line of Blake Street; thence South 45°24'37" East parallel with the Northeasterly line of 24th Street, a distance of 146.92 feet, more or less, to the POINT OF BEGINNING, City and County of Denver, State of Colorado.

Tier III - 2501 Blake St Ramp Canopy Platform

02/17/2026

Master ID: 2025-PROJMSTR-0000528 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000161 **Review Phase:**
Location: **Review End Date:** 01/15/2026

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

Reviewing Agency: DS Transportation Review Review Status: Approved

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

Status Date: 01/14/2026
Status: Approved
Comments:

Reviewing Agency: DS Project Coordinator Review Review Status: Approved - No Response

Status Date: 01/16/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review Review Status: Approved

Reviewers Name: Thomas Savich
Reviewers Email: Thomas.Savich@denvergov.org

Status Date: 02/17/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000161 - Tier II - 2501 Blake St Ramp Canopy Platform
Reviewing Agency/Company: DOTI/ROWS/SURVEY
Reviewers Name: Thomas Savich
Reviewers Phone: 8188098753
Reviewers Email: tommysavich@live.com
Approval Status: Approved

Comments:
Per Grant Warmerdam - this changed to a Tier III review.

- Attachment: a_2025Encroach161_SitePlan-001.pdf
- Attachment: b_2025Encroach161_VestingDeed-001.pdf
- Attachment: c_2025Encroach161_TitleCommitment-001.pdf
- Attachment: d_2025Encroach161_DeedDesc-001.docx
- Attachment: e_2025Encroach161_Desc and Illus-002.pdf

Comment Report

Tier III - 2501 Blake St Ramp Canopy Platform

02/17/2026

Master ID: 2025-PROJMSTR-0000528 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000161 **Review Phase:**
Location: **Review End Date:** 01/15/2026

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

Attachment: f_2025Encroach161_Desc-002.docx

Status Date: 01/15/2026
Status: Denied
Comments: Survey comments & redlines are in the project REDLINES folder (REDLINES- Survey- Savich.pdf)

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

Reviewers Name: Nate Martel
Reviewers Email: Nate.Martel@denvergov.org

Status Date: 01/15/2026
Status: Approved
Comments: Reviewed for potential coordination with private development only. No technical review provided.

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

Status Date: 01/16/2026
Status: Approved - No Response
Comments:

Reviewing Agency: ERA Transportation Review **Review Status:** Approved

Reviewers Name: Kelsey Kijowski
Reviewers Email: Kelsey.Kijowski@denvergov.org

Status Date: 02/05/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000161 - Tier II - 2501 Blake St Ramp Canopy Platform
Reviewing Agency/Company: ER Transportation
Reviewers Name: Kelsey Kijowski
Reviewers Phone: 720-913-8834
Reviewers Email: kelsey.kijowski@denvergov.org
Approval Status: Approved

Comments:
Per email received 1/21/2026, this application will be upgraded from the original Tier II to a Tier III.

Revised plans (dated 2026-02-04) addressing outstanding comments has been uploaded.

Attachment: 2501 BLAKE street updates (2026-02-04).pdf

Status Date: 01/14/2026 **REDLINES uploaded to E-review webpage**
Status: Denied

Comments:

- Note: this existing encroachment is Tier III since it does not meet the requirements for a Tier II. To qualify this as a Tier II, you will need to modify the ramp/stairs such that: 1) they do not project into the ROW more than 5 feet, and 2) do not change direction in the ROW. Please let us know in writing if you would like to upgrade this permit to a Tier III or if you plan to modify the encroachment.
- Add dimensions between the encroachment(s) and the adjacent flowline (face of curb, not edge of asphalt).
- Add vertical dimension for the height of the new planter. Note: Encroachments located within 14 feet from the

Comment Report

Tier II - 2501 Blake St Ramp Canopy Platform

02/17/2026

Master ID: 2025-PROJMSTR-0000528 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000161 **Review Phase:**
Location: **Review End Date:** 01/15/2026

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

flowline shall be a maximum of 30 inches in height, including plantings. Encroachments greater than 14 feet from the flowline shall be a maximum of 48 inches in height, including plantings.

4. Add vertical dimension from bottom of proposed steel canopy to ground (below the ramp). Verify the projection meets requirements set forth in DRMC Sec. 49-344.

Reviewing Agency: ERA Wastewater Review Review Status: Approved

Reviewers Name: Mike Sasarak
Reviewers Email: Mike.Sasarak@denvergov.org

Status Date: 02/03/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000161 - Tier II - 2501 Blake St Ramp Canopy Platform
Reviewing Agency/Company: ER - Wastewater
Reviewers Name: Mike Sasarak
Reviewers Phone: 303-532-9783
Reviewers Email: mike.sasarak@denvergov.org
Approval Status: Approved

Comments:
Approved per email plan set received from applicant on 01/26/2026

Status Date: 01/15/2026
Status: Denied
Comments: The proposed canopy should have a gutter with downspouts. Revise plans to show downspout discharge locations in compliance with city criteria.

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

Status Date: 01/16/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Xcel Referral Review Status: Approved

Status Date: 01/16/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000161 - Tier II - 2501 Blake St Ramp Canopy Platform
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy
Reviewers Name: Donna George Donna George
Reviewers Phone: 3035713306
Reviewers Email: Donna.L.George@xcelenergy.com
Approval Status: Approved

Comments:
Given the platform currently exists, approval may be given.

Reviewing Agency: RTD Referral Review Status: Approved

Status Date: 01/16/2026
Status: Approved

Comment Report

Tier III - 2501 Blake St Ramp Canopy Platform

02/17/2026

Master ID: 2025-PROJMSTR-0000528 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000161 **Review Phase:**
Location: **Review End Date:** 01/15/2026

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

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000161 - Tier II - 2501 Blake St Ramp Canopy Platform
Reviewing Agency/Company: RTD
Reviewers Name: clayton woodruff
Reviewers Phone: 3032992943
Reviewers Email: Clayton.Woodruff@RTD-Denver.com
Approval Status: Approved

Comments:
Project Name: 2025-ENCROACHMENT-0000161 - Tier II - 2501 Blake St Ramp Canopy Platform - 1st Submittal

Department Comments
Bus Operations No exceptions
Bus Stop Program No exceptions
Commuter Rail No exceptions
Construction Management No exceptions
Engineering No exceptions
Light Rail No exceptions
Real Property No exceptions
Service Development No exceptions
Transit Oriented Development No exceptions
Utilities No exceptions

This review is for Design concepts and to identify any necessary improvements to RTD stops and property affected by the design. This review of the plans does not eliminate the need to acquire, and/or go through the acquisition process of any agreements, easements or permits that may be required by the RTD for any work on or around our facilities and property.

Reviewing Agency: Comcast Referral Review Status: Approved

Status Date: 01/16/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000161 - Tier II - 2501 Blake St Ramp Canopy Platform
Reviewing Agency/Company: Comcast
Reviewers Name: Miguel Flores
Reviewers Phone: 7204130113
Reviewers Email: miguel_flores@comcast.com
Approval Status: Approved

Comments:

Reviewing Agency: Metro Wastewater Referral Review Status: Approved

Status Date: 01/16/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000161 - Tier II - 2501 Blake St Ramp Canopy Platform
Reviewing Agency/Company: Metro Water Recovery
Reviewers Name: Kevin Boch
Reviewers Phone: 7205201516
Reviewers Email: kboch@MetroWaterRecovery.com
Approval Status: Approved

Comment Report

Tier III - 2501 Blake St Ramp Canopy Platform

02/17/2026

Master ID: 2025-PROJMSTR-0000528 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000161 **Review Phase:**
Location: **Review End Date:** 01/15/2026

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

Comments:
na

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

Status Date: 01/16/2026
Status: Approved - No Response
Comments:

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

Status Date: 01/16/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Building Department Review Review Status: Approved - No Response

Status Date: 01/16/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Division of Real Estate Referral Review Status: Approved

Reviewers Name: Nicholas Boschert
Reviewers Email: Nicholas.boschert@denvergov.org
Status Date: 01/07/2026
Status: Approved
Comments:

Reviewing Agency: Denver Fire Department Review Review Status: Approved

Reviewers Name: Adam Grier
Reviewers Email: Adam.Grier@denvergov.org
Status Date: 01/14/2026
Status: Approved
Comments:

Reviewing Agency: Denver Water Referral Review Status: Approved

Status Date: 01/16/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000161 - Tier II - 2501 Blake St Ramp Canopy Platform
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 303-628-6302
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comment Report

Tier III - 2501 Blake St Ramp Canopy Platform

02/17/2026

Master ID: 2025-PROJMSTR-0000528

Project Type:

Review ID: 2025-ENCROACHMENT-0000161

Review Phase:

Location:

Review End Date: 01/15/2026

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

Reviewing Agency: Parks and Recreation Review

Review Status: Approved - No Response

Reviewers Name: Jennifer Cervera

Reviewers Email: Jennifer.Cervera@denvergov.org

Status Date: 01/16/2026

Status: Approved - No Response

Comments:

Reviewing Agency: Policy and Planning Referral

Review Status: Approved - No Response

Status Date: 01/16/2026

Status: Approved - No Response

Comments:

Reviewing Agency: Denver Office of Disability Rights Referral

Review Status: Approved

Reviewers Name: Juan Pasillas

Reviewers Email: Juan.pasillas@denvergov.org

Status Date: 01/15/2026

Status: Approved

Comments: *Approved.

*Final construction (including any later modifications to the current design) shall continue to adhere with all applicable accessibility requirements of this review (2010 ADA).

Reviewing Agency: Construction Engineering Review

Review Status: Approved

Reviewers Name: Porames Saejiw

Reviewers Email: Joe.Saejiw@denvergov.org

Status Date: 01/12/2026

Status: Approved

Comments: 1. Prior to the solicitation of bids or proposals from general contractors, the developer of this project is strongly encouraged to schedule an office meeting with the Right-of-Way Services Construction Inspections team (303) 446-3469 to discuss the project's installation of City Approved Plans for Traffic Closures, Row Items and Landscaping and the associated ROW permit fees that will need to be paid by the selected general contractor.

Reviewing Agency: TES Sign and Stripe Review

Review Status: Approved - No Response

Reviewers Name: Eric Stein

Reviewers Email: Eric.Stein@denvergov.org

Status Date: 01/16/2026

Status: Approved - No Response

Comments:

Reviewing Agency: City Forester Review

Review Status: Approved

Reviewers Name: Nick Evers

Reviewers Email: Nick.Evers@denvergov.org

Comment Report

Tier III - 2501 Blake St Ramp Canopy Platform

02/17/2026

Master ID: 2025-PROJMSTR-0000528 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000161 **Review Phase:**
Location: **Review End Date:** 01/15/2026

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

Status Date: 01/15/2026
Status: Approved
Comments: Design okay as shown, no ROW tree impact. If there was interest in incorporating shade trees and vegetation, Forestry would recommend open, flush planters behind the curb instead of planter boxes along the building. See attached example. Please reach out for more information.

REDLINES uploaded to E-review webpage

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

Status Date: 12/23/2025
Status: Approved - No Response
Comments:

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

Status Date: 01/16/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000161 - Tier II - 2501 Blake St Ramp Canopy Platform
Reviewing Agency/Company: CDOT
Reviewers Name: Michelle White
Reviewers Phone: 303-512-4218
Reviewers Email: michelle.m.white@state.co.us
Approval Status: Approved

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

Reviewing Agency: Environmental Health Referral **Review Status:** Approved

Reviewers Name: Lori Ann Phillips
Reviewers Email: Loriann.phillips@denvergov.org
Status Date: 01/07/2026
Status: Approved
Comments:

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

Reviewers Name: Shari Bills
Reviewers Email: Shari.Bills@denvergov.org
Status Date: 01/16/2026
Status: Approved - No Response
Comments:

AFFIDAVIT AND INDEMNITY AGREEMENT TO CHICAGO TITLE OF COLORADO - DTC

Order No.: 598-CS0629207-152

Property: 2501 Blake St, Denver, CO 80205-2112

The undersigned Owner(s) ("Owner") of the above described property, makes the following statements and representations to Chicago Title of Colorado - DTC:

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

2501 Blake St, Denver, CO 80205-2112

and legally described as:

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

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Chicago Title of Colorado - DTC as settlement agent by the Owner's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.
8. **NEW CONSTRUCTION:** There has been no new construction on the property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated below:
9. **EXCEPTIONS:** The only exceptions to the above statements are:
10. The undersigned affiant(s) know the matters herein stated are true and indemnifies Chicago Title of Colorado - DTC and Chicago Title Insurance Company, a Florida Corporation, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.