



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: _____
Contact Name: Ashleigh & Dan Fredrickson
Property Address: 2901 S Adams Street
Billing Address: 2901 S Adams Street, Denver, CO 80210 303-589-5421
Phone: _____ Email: ashleigh.fredrickson@gmail.com

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

Company Name: _____
Contact Name: Jake Cybulski
Address: 2645 Vrain Street, Denver, CO 80212 303-901-8713
Phone: _____ Email: jakecyb@gmail.com



ENCROACHMENT INFORMATION:

Project Name: Fredrickson Residence
 Adjacent Property Address: East Bates Avenue & South Adams Street
 Coordinates (Lat/Long): _____
 Encroachment Area, in SF: 91 LF along North Property Line/East Bates Ave

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 South side of East Bastes Ave, in the ROW up against the 5' wide city sidewalk for an overall length of 91 feet

Description of Encroachment:

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

The landscape block wall encroaches into the city ROW in order to help with the drastic existing grade change between the propertyline line and the city sidewalk. The landscape block walls will be multiple tiers, none greater than 4' per code.

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.

Due to the steep existing grade adjacent to the city sidewalk and short distance to the property line. By using all the ROW we can avoid one, giant 8' tall wall and break it up into multiple shorter walls that is more aesthetically pleasing and functional.



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:

Signed by:
Ashleigh Fredrickson
DU7032ALCE26495

DATE: August 26, 2025

PRINT NAME:

Ashleigh Fredrickson

TITLE: Owner

COMPANY:

PERMIT SUBMITTAL CHECKLIST

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

Encroachments shall be in accordance with:

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

Application

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

Evidence of Adjacent Property Ownership & Parcel Land Description

Required for all Encroachment Permit Applications

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

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

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

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

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

GENERAL

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

PLAN VIEW

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

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

City and County of Denver Department of Transportation & Infrastructure

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

www.denvergov.org/doti

Phone: 720-913-3003



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

ELEVATION OR CROSS-SECTION VIEWS

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

DETAIL SHEET(S)

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

STRUCTURAL PLANS ☐ Not Applicable

- ☐ Structural plans
- ☐ Manufacturers certification

ADDITIONAL REQUIRED MATERIAL(S) ☐ Not Applicable

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

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

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

Fees:

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

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

Attestation:

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

SIGNATURE: _____ DATE: _____
PRINT NAME: _____ EMAIL: _____
COMPANY: _____ PHONE: _____

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

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Form Date 1/2/2024

EXHIBIT A

LEGAL DESCRIPTION

SHEET 1 of 2

LEGAL

A PORTION OF EAST BATES AVENUE ADJACENT TO LOT 19, BLOCK 18, WELLSHIRE HILLS FILING NO. 4, LOCATED IN THE NE 1/4, SEC 36, T4S, R68W OF 6th P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 19, SAID CORNER BEING THE TRUE POINT OF BEGINNING; THENCE N 69°42'26" E, ALONG THE SOUTHERLY RIGHT OF WAY OF EAST BATES AVENUE, A DISTANCE OF 90.67 FEET; THENCE N 00°16'04" W, A DISTANCE OF 6.81 FEET, TO A POINT ON A LINE 6.40 FEET NORTHWESTERLY OF AND PARALLEL TO THE SOUTHERLY LINE OF EAST BATES AVENUE; THENCE S 69°42'26" W, ALONG SAID PARALLEL LINE, A DISTANCE OF 90.67 FEET; THENCE S 00°16'04" E, A DISTANCE OF 6.81 FEET, TO THE TRUE POINT OF BEGINNING, Containing 582 Sq. Ft., 0.01 Acres more or less

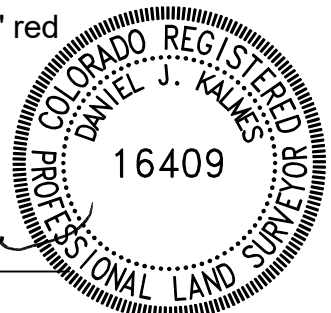
Basis of Bearing

Southerly R.O.W. Line of E Bates Avenue, along the Northerly Lot line of Lot 19, Block 18, Wellshire Hills, Filling No. 4, bearing N 69°42'26" E a Distance of 165.00 feet. Monumented at each end by a #4 rebar with a 1.25" red plastic cap stamped "LS 16409".

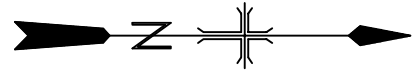


A handwritten signature in black ink, appearing to read 'Daniel J. Kalmes', is written over a horizontal line.

DANIEL J KALMES LS 16409
11/04/2025



2025-ENCROACHMENT-0000109-002




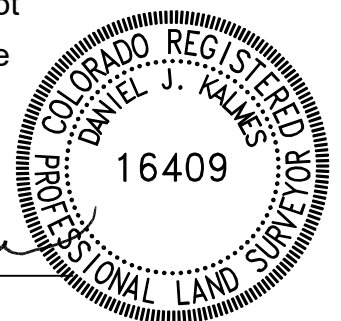
SET #4 REBAR W/1.25" RED
PLASTIC CAP LS 16409
R.O.W. Right of Way

Southerly R.O.W. Line of E Bates Avenue, along the Northerly Lot line of Lot 19, Block 18, Wellshire Hills, Filling No. 4, bearing N 69°42'26" E a Distance of 165.00 feet. Monumented at each end by a #4 rebar with a 1.25" red plastic cap stamped "LS 16409".



4901 EAST DRY CREEK ROAD
UNIT 208
CENTENNIAL, COLORADO 80122


DANIEL J KALMES LS 16409
11/04/2025



Endorsement

**Attached to Policy Number LY70829580.26686884
Our Order Number 70829580
issued by Old Republic National Title Insurance Company**

The effective Date of Policy is hereby changed from MARCH 14, 2024 at 5:00 p.m. to
OCTOBER 01, 2025 at 5:00 p.m..

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:
NONE
2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.
DANIEL P. FREDRICKSON AND ASHLEIGH K. FREDRICKSON

Dated: OCTOBER 01, 2025

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY



By:
Craig B. Rants, Senior Vice President



LAND TITLE GUARANTEE COMPANY

Date: April 10, 2024

Subject: Attached Title Policy

Loan No.:

Enclosed please find your loan policy insuring the property located at 2901 SOUTH ADAMS STREET, DENVER, CO 80210 and owned by DANIEL P. FREDRICKSON AND ASHLEIGH K. FREDRICKSON.

The following endorsements are included in this policy:

- **Endorsement 107.12**

Please review this policy in its entirety. In the event that you find any discrepancy or if you have any questions regarding your policy, you may contact Land Title Policy Team at (303) 850-4158 or finals@ltgc.com

Please refer to our Order Number TF70829580.

We at Land Title Guarantee Company believe in delivering quality products that meet your needs and our goal is to provide the most efficient, reliable service in the industry. Thank you for giving us the opportunity to serve you.



ALTA LOAN POLICY OF TITLE INSURANCE

Policy No.: LY70829580.26686884

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 16.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company"), insures, as of the Date of Policy and, to the extent stated in Covered Risks 11, 13 and 14, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title; Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - (a) a defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) the failure of a person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized, (including by remote online notarization), or delivered;
 - (iv) a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - (vii) a defective judicial or administrative proceeding; or
 - (viii) the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law
 - (b) the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning, but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of an improvement on the Land;
 - (c) the subdivision of the Land; or
 - (d) environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police regulatory or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - (a) of the exercise described in an Enforcement Notice; or
 - (b) the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. Covered Risk 9 includes but is not limited to, insurance against loss caused by:
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) the failure of a person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - (d) a failure to perform those acts necessary to create an Insured Mortgage by electronic means authorized by law;
 - (e) a document having been executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) the Insured Mortgage not having been properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - (g) a defective judicial or administrative proceeding; or
 - (h) invalidity or unenforceability of the lien of the Insured Mortgage as a result of the repudiation of an electronic signature by a person that executed the Insured Mortgage because the electronic signature on the Insured Mortgage was not valid under applicable electronic transactions law.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance on the Title as security for the following components of the Indebtedness:
 - (a) the amount of the principal disbursed as of the Date of Policy;
 - (b) the interest on the obligation secured by the Insured Mortgage;
 - (c) the reasonable expense of foreclosure;
 - (d) amounts advanced for insurance premiums by the Insured before the acquisition of the estate or interest in the Title; and
 - (e) the following amounts advanced by the Insured before the acquisition of the estate or interest in the Title to protect the priority of the lien of the Insured Mortgage:
 - (i) real estate taxes and assessments imposed by a governmental taxing authority; and
 - (ii) regular, periodic assessments by a property owners' association.
11. The lack of priority of the lien of the Insured Mortgage upon the Title:
 - (a) as security for each advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for service, labor, material, or equipment arising from construction of an improvement or work related to the Land when the improvement or work is:
 - (i) contracted for or commenced on or before the Date of Policy; or
 - (ii) contracted for, commenced, or continued after the Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on the Date of Policy to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at the Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title, or the effect of a court order providing an alternative remedy:
 - (a) resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a:
 - (i) fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - (ii) voidable transfer under the Uniform Voidable Transactions Act; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - (i) to timely record the Insured Mortgage in the Public Records after execution and delivery of the Insured Mortgage to the Insured; or
 - (ii) of the recording of the Insured Mortgage in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys'attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary



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AMERICAN LAND TITLE ASSOCIATION LOAN POLICY

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental remediation or protection.
 - (b) any governmental forfeiture, police, regulatory, or national security power.
 - (c) the effect of violation or enforcement of any matter excluded under Exclusion 1(a) or 1(b)
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to the Date of Policy (Exclusion 3(d) does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
 5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - (a) fraudulent conveyance or fraudulent transfer;
 - (b) voidable transfer under; the Uniform Voidable Transactions Act; or
 - (c) preferential transfer:
 - (i) to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - (ii) for any other reason not stated in Covered Risk 13(b).
 7. Any claim of a PACA-PSA Trust, Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
 8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2(b) or 11(b).
 9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- (a) "Affiliate": An Entity:
 - (i) that is wholly owned by the Insured;
 - (ii) that wholly owns the Insured; or
 - (iii) if that Entity and the Insured are both wholly owned by the same person or entity.
 - (b) "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.c.; decreased by Condition 10; or increased or decreased by endorsements to this policy.
 - (c) "Consumer Protection Law": Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law; or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan.
 - (d) "Date of Policy": The "Date of Policy" stated in Schedule A.
 - (e) "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.
 - (f) "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - (i) is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - (ii) is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - (iii) asserts a right to enforce a PACA-PSA Trust.
 - (g) "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
 - (h) "Government Mortgage Agency or Instrumentality": Any government agency or instrumentality that is the owner of the Indebtedness; an insurer, or a guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness, or any part of it, whether named as an Insured or not.
 - (i) "Indebtedness": Any obligation secured by the Insured Mortgage, including an obligation evidenced by electronic means authorized by law, if that obligation is the payment of a debt, the indebtedness is:
 - i. the sum of:
 - (a) principal disbursed as of the Date of Policy;
 - (b) principal disbursed subsequent to the Date of Policy;
 - (c) the construction loan advances made subsequent to the Date of Policy for the purpose of financing in whole or in part, the construction of an improvement to the Land or related to the Land that the Insured was and continues to be obligated to advance at the Date of Policy and at the date of the advance;
 - (d) interest on the loan;
 - (e) prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (f) expenses of foreclosure and any other costs of enforcement;
 - (g) advances for insurance premiums;
 - (h) advances to assure compliance with law or to protect the validity, enforceability, or priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title; including, but not limited to:
 - (1) real estate taxes and assessments imposed by a governmental taxing authority and
 - (2) regular, periodic assessments by a property owners' association; and
 - (i) advances to prevent deterioration of improvements; before the Insured's acquisition of the Title, but
 - ii. reduced by the sum of all payments and any amounts forgiven by an Insured.
 - (j) "Insured".
 - (i) (a) The insured named in item 1 of Schedule A or future owner of the indebtedness other than an Obligor, if the named Insured or future owner of the Indebtedness owns the Indebtedness, the Title, or an estate or interest in the Land as provided in Condition 2 but only to the extent the name Insured or the future owner either:
 - (1) owns the Indebtedness for its own account or as a trustee or other fiduciary,
 - (2) owns the Title after acquiring the Indebtedness;
 - (b) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as defined by applicable electronic transactions law;
 - (c) the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d) the successor to the Title of an Insured resulting from its conversion to another kind of Entity;
 - (e) the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is an Affiliate;
 - (f) an Affiliate that acquires the Title through foreclosure or deed-in-lieu of foreclosure of the Insured Mortgage; or
 - (g) any Government Mortgage Agency or instrumentality.
 - (ii) With regard to Conditions 1.(j)(i)(a) and 1.(j)(i)(b), the Company reserves all rights and defenses as to any successor that the Company would have had against any predecessor Insured unless the successor acquired the Indebtedness as a purchase for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
 - (iii) With regard to Conditions 1.(j)(i)(c), 1.(j)(i)(d), 1.(j)(i)(e), and 1.(j)(i)(f), the Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- (d) "Insured Claimant": An Insured claiming loss or damage arising under this policy
- (e) "Insured Mortgage": The Mortgage described in Item 4 of Schedule A.
- (f) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (g) "Land": The land described in Item 5 of Schedule A, and improvements located on that land at the Date of Policy 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 insured by this policy.
- (h) "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.
- (i) "Obligor": A person or entity that is or becomes a maker, borrower, or guarantor as to all or part of the Indebtedness or other obligation secured by the Insured Mortgage. A Government Mortgage Agency or Instrumentality is not an Obligor.
- (j) "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- (k) "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to 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.
- (l) "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.
- (m) "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- (n) "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title, a lender on the Title, or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

The coverage of this policy shall continue in force as of the Date of Policy in favor of an Insured:

- (a) after the Insured's acquisition of the Title, so long as the Insured retains an estate or interest in the Land, and
- (b) after the Insured's conveyance of the Title, so long as the Insured:
 - i. retains an estate or interest in the Land;
 - ii. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or;
 - iii. has liability warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing of:

- (a) any litigation or other matter for which the Company may be liable under this policy; or
- (b) any rejection of the Title or the lien of the Insured Mortgage as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Condition 7 of these Conditions, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- (b) The Company has the right, in addition to the options contained in Condition 7, the Company, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- (c) When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- (i) securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- (ii) any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, its disclosure is necessary in the administration of the claim, or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.(b), unless prohibited by terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
 - (i) To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
 - (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay. If the Company purchases the indebtedness, the Insured must transfer, assign and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.Upon the exercise by the Company of this option provided for in Condition 7.(a), the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle with Parties other than the Insured or the Insured Claimant
 - (i) To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is

obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage, terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- (a) The extent of liability of the Company for loss or damage under this policy does not exceed the least of:
 - (i) the Amount of Insurance;
 - (ii) the Indebtedness;
 - (iii) the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy; or
 - (iv) if a Government Mortgage Agency or Instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or satisfaction of its insurance contract or guaranty relating to the Title or the Insured Mortgage.
- (e) Fair market value of the Title in Condition 8.a.iii. is calculated using either:
 - (i) the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Insured Mortgage; or
 - (ii) the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter insured against by this policy.
- (c) If the Company pursues its rights under Condition 5 and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured:
 - (i) the Amount of Insurance shall be increased by 15%; and
 - (ii) the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim was required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title.
- (c) In addition to the extent of liability for loss or damage under Condition 8a and 8c, the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- (a) The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - (i) removes the alleged defect, lien, or encumbrance, or adverse claim, or other matter;
 - (ii) cures the lack of a right of access to or from the Land, or;
 - (iii) cures the claim of Unmarketable Title; or
- (d) The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a final, non-appealable determination adverse to the Title or to the lien of the Insured Mortgage.
- (e) The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- (f) An Insured Claimant must own the Indebtedness or have acquired the Title at the time that a claim under this policy is paid.
- (g) The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payment made by the Company prior to the acquisition of the Title as provided in Condition 2 of these Conditions does not reduce the Amount of Insurance afforded under this policy, except to the extent that the payment reduces the Indebtedness.
- (b) When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Amount of Insurance.
- (c) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company, except as provided in Condition 2.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

12. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- (a) Company's Right to Recover
 - (i) If the Company shall have settled and paid a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property, to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
 - (ii) If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right to recover until after the Insured Claimant fully recovers its loss.
- (c) Company's Subrogation Rights against Obligor
 - The Company's subrogation right includes the Insured's rights against Obligor including the Insured's rights to repayment under a note, indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights. An Obligor cannot avoid the Company's subrogation right by acquiring the Indebtedness as a result of an indemnity, guaranty, warranty, insurance policy, or bond, or in any other manner. The Obligor is not an Insured under this policy. The Company may not exercise its rights under Condition 12.(b) against a Government Mortgage Agency or Instrumentality.
- (d) Insured's Rights and Limitations
 - (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if the action does not affect the enforceability or priority of the lien of the Insured Mortgage.
 - (ii) If the Insured exercises a right provided in Condition 12.c, but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company is required to pay only that part of the loss insured against by this policy that exceeds the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's subrogation right.

13. POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- (b) Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement it does not
- modify any prior endorsement,
 - extend the Date of Policy,
 - insure against loss or damage exceeding the Amount of Insurance, or
 - increase the Amount of Insurance.

14. SEVERABILITY

In the event any provision of this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

15. CHOICE OF LAW; AND CHOICE OF FORUM

(a) Choice of Law

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located. The State law of the State where the Land is located to, or to the extent it controls, federal law, will determine the validity of claims against the Title or the lien of the Insured Mortgage the interpretation and the terms of this policy conflicts of law principles to determine the applicable law.

(b) Choice of Forum:

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

16. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 08 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

17. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH IS SUIING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS

18. ARBITRATION

- (a) All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- (b) ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY 812 SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 18. The arbitrator does not have authority to conduct any class action arbitration or arbitration involving joint or consolidated claims under any circumstance.
- (c) If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.
- (d) The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees][Fees] will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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AMERICAN
LAND TITLE
ASSOCIATION



Old Republic National Title Insurance Company
Schedule A

Order Number: TF70829580

Policy No.: LY70829580.26686884

Amount of Insurance: \$1,907,252.00

Property Address:

2901 SOUTH ADAMS STREET, DENVER, CO 80210

Policy Date:

March 14, 2024 at 5:00 P.M.

1. The Insured is:

MIDFIRST BANK, ITS SUCCESSORS AND/OR ASSIGNS

2. The estate or interest in the Land encumbered by the Insured Mortgage is:

FEE SIMPLE

3. The Title encumbered by the Insured Mortgage is vested in:

DANIEL P. FREDRICKSON AND ASHLEIGH K. FREDRICKSON

4. The Insured Mortgage and its assignments, if any, are described as follows:

DEED OF TRUST DATED MARCH 08, 2024, FROM DANIEL P. FREDRICKSON AND ASHLEIGH K. FREDRICKSON TO THE PUBLIC TRUSTEE OF DENVER COUNTY, COLORADO FOR THE USE OF MIDFIRST BANK TO SECURE THE SUM OF \$1,907,252.00 RECORDED MARCH 14, 2024, UNDER RECEPTION NO. [2024021643](#).

DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED MARCH 14, 2024, UNDER RECEPTION NO. [2024021644](#).

5. The Land described as follows:

LOT 19, BLOCK 18, WELLSHIRE HILLS, FILING NO. 4, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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Old Republic National Title Insurance Company
(Schedule B-I)

Order Number: TF70829580

Policy No.: LY70829580.26686884

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats 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.

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A and the following matters:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. TAXES AND ASSESSMENTS FOR THE SECOND HALF OF 2023, DUE BUT NOT YET DELINQUENT.
7. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JUNE 24, 1952, IN BOOK 7135 AT PAGE [282](#).
8. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WELLSHIRE HILLS, FILING NO. 4, RECORDED JUNE 05, 1952 IN PLAT BOOK 21 AT PAGE [18](#).

SUBJECT TO THE CONDITIONS OF THE POLICY, PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE DEED OF TRUST SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASES AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECTS IN, OR OBJECTION TO, THE TITLE, UP TO THE FACE AMOUNT OF THE POLICY.

Old Republic National Title Insurance Company

(Schedule B-II)

Order Number: TF70829580

Policy No.: LY70829580.26686884

Covered Risk 10 insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

NONE

Endorsement

**Attached to Policy Number LY70829580.26686884
Our Order Number 70829580
issued by Old Republic National Title Insurance Company**

The effective Date of Policy is hereby changed from MARCH 14, 2024 at 5:00 p.m. to
OCTOBER 01, 2025 at 5:00 p.m..

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:
NONE
2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.
DANIEL P. FREDRICKSON AND ASHLEIGH K. FREDRICKSON

Dated: OCTOBER 01, 2025

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY



By:
Craig B. Rants, Senior Vice President

Tier III - 2901 S Adams Street Wall

11/06/2025

Master ID: 2025-PROJMSTR-0000370 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000109 **Review Phase:**
Location: 2901 S Adams Street **Review End Date:** 09/23/2025

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

Reviewing Agency: DS Transportation Review

Review Status: Approved

Reviewers Name: Christopher Mueller
Reviewers Email: Christopher.Mueller@denvergov.org

Status Date: 10/02/2025
Status: Approved
Comments:

Status Date: 09/22/2025
Status: Denied
Comments: SEE REDLINES:
2025 09 19 CM TRANSPORTATION REDLINES 2901 S Adams

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved - No Response

Status Date: 09/24/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review

Review Status: Approved

Reviewers Name: Brian Pfohl
Reviewers Email: Brian.Pfohl@denvergov.org

Status Date: 11/06/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000109 - Tier III - 2901 S Adams Street Wall
Reviewing Agency/Company: DOTI-ROWS Survey
Reviewers Name: Brian Pfohl
Reviewers Phone: 630.202.6564
Reviewers Email: brian.pfohl@denvergov.org
Approval Status: Approved

Comments:
Status Date: 09/05/2025
Status: Denied
Comments: Comments and redlines in project folder

Reviewing Agency: DES Wastewater Review

Review Status: Approved w/Conditions

Comment Report

Tier III - 2901 S Adams Street Wall

11/06/2025

Master ID: 2025-PROJMSTR-0000370 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000109 **Review Phase:**
Location: 2901 S Adams Street **Review End Date:** 09/23/2025

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

Reviewers Name: Kenneth Armfield
Reviewers Email: ken.armfield@denvergov.org

Status Date: 10/27/2025
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000109 - Tier III - 2901 S Adams Street Wall
Reviewing Agency/Company: Denver DOTI / DES-Wastewater
Reviewers Name: Ken Armfield
Reviewers Phone: 720.363.7125
Reviewers Email: ken.armfield@denvergov.org
Approval Status: Approved with conditions

Comments:

It appears that the applicant chose to construct block walls within the public ROW instead of constructing a cast-in-place wall on their own property per approved plans. Applicant's stated reason for constructing walls in the ROW (without city approval) was that the earthen slopes would be too steep to build walls on their own property. However this steep grading was a result of their own recent construction and a cast-in-place wall of sufficient height on their own property would have eliminated the need for non-approved walls within the ROW. DES-Wastewater gives conditional approval of the constructed walls with the understanding that the walls will be Tier 3 encroachment. In addition, if the walls ever need to be removed from the public ROW or re-constructed, the walls will need to be re-constructed per Denver encroachment rules, and with all but one short wall in the ROW and the rest of the wall(s) to be constructed on private property.

Status Date: 09/23/2025
Status: Denied
Comments: Public ROW should be preserved for public use, including future utility corridors that would be very significantly encumbered and/or constricted by the retaining wall(s). There appears to be adequate room to construct the wall(s) on private property. The house is a very recent construction, and any undesirable grading condition was either exacerbated by or could have been alleviated by the recent construction/design.

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

Status Date: 09/24/2025
Status: Approved - No Response
Comments:

Reviewing Agency: ERA Transportation Review **Review Status:** Approved w/Conditions

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

Status Date: 10/09/2025
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000109 - Tier III - 2901 S Adams Street Wall
Reviewing Agency/Company: ER Transportation
Reviewers Name: Kelsey Kijowski
Reviewers Phone: 720-913-8834
Reviewers Email: kelsey.kijowski@denvergov.org
Approval Status: Approved with conditions

Comment Report

Tier III - 2901 S Adams Street Wall

11/06/2025

Master ID: 2025-PROJMSTR-0000370 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000109 **Review Phase:**
Location: 2901 S Adams Street **Review End Date:** 09/23/2025

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

Comments:

If significant repair or replacement were to occur on this encroachment, it will need to be brought up to current encroachment rules & regulations. This includes, but is not limited to, the facilities may not encroach more than 5 feet into the ROW, and the total height of the walls combined (not each) may not exceed 30 inches tall.

Attachment: 2901 S Adams Encroachment Response Letter - ERA Transportation 093025.pdf

Attachment: 2901 S Adams Site Plan 093025.pdf-25-10-08-16-09.pdf

Attachment: Retaining Walls-compressed.pdf

Status Date: 09/17/2025

Status: Denied

Comments:

1. Walls, including their footings, may not encroach more than 5 feet into the ROW. Show and label the footings on the Site Plan and provide dimension from the property line to the outermost projection of the encroachment.
2. The retaining wall shall not exceed the General Height Criteria above the right-of-way grade. For walls that are within 14 feet of the flowline, the combined total height of the wall(s) is 30 inches.
3. Show the right-of-way line, sidewalk, and curb on the Retaining Wall Section detail. Include dimensions between each to the nearest encroachment.

REDLINES uploaded to E-review webpage

Reviewing Agency: ERA Wastewater Review

Review Status: Approved

Reviewers Name: Mike Sasarak

Reviewers Email: Mike.Sasarak@denvergov.org

Status Date: 10/06/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000109 - Tier III - 2901 S Adams Street Wall

Reviewing Agency/Company: ER - Wastewater

Reviewers Name: Mike Sasarak

Reviewers Phone: 303-532-9783

Reviewers Email: mike.sasarak@denvergov.org

Approval Status: Approved

Comments:

Status Date: 09/23/2025

Status: Denied

Comments: It appears the walls can be located on private property. Identify a site specific hardship justifying use of the public Right-of-Way for private use.

Reviewing Agency: CenturyLink Referral

Review Status: Approved

Status Date: 10/28/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000109 - Tier III - 2901 S Adams Street Wall

Reviewing Agency/Company: CenturyLink (Lumen)

Reviewers Name: Stephanie Canary

Reviewers Phone: 352-425-8763

Comment Report

Tier III - 2901 S Adams Street Wall

11/06/2025

Master ID: 2025-PROJMSTR-0000370 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000109 **Review Phase:**
Location: 2901 S Adams Street **Review End Date:** 09/23/2025

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

Reviewers Email: stephanie.canary@lumen.com
Approval Status: Approved

Comments:

Attachment: LNO to ROW Wall Encroachment P867652.pdf

Status Date: 09/24/2025
Status: Approved - No Response
Comments:

REDLINES uploaded to E-review webpage

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

Status Date: 09/24/2025
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000109 - Tier III - 2901 S Adams Street Wall
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy
Reviewers Name: Donna George
Reviewers Phone: 3035713306
Reviewers Email: Donna.L.George@xcelenergy.com
Approval Status: Approved with conditions

Comments:

PSCo owns and operates existing overhead electric distribution facilities along the west property line, and a service line to the building. Please contact Colorado 811 for locates before excavating. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Be aware that all risk and responsibility for this request are unilaterally that of the Applicant/Requestor. Additionally, bear in mind that per OSHA and PSCo's own standards, a minimum 10-foot radial clearance must be maintained at all times from all overhead electric facilities including, but not limited to, CONSTRUCTION activities and permanent structures. Please review the attached Potential Overhead Utility Line Conflict - Overhead Clearances documentation.

REDLINES uploaded to E-review webpage

Attachment: Potential Overhead Utility Line Conflict - Overhead Clearances.pdf

Reviewing Agency: RTD Referral Review Status: Approved

Status Date: 09/24/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000109 - Tier III - 2901 S Adams Street Wall
Reviewing Agency/Company: RTD
Reviewers Name: clayton woodruff
Reviewers Phone: 3032992943
Reviewers Email: clayton.woodruff@rtd-denver.com
Approval Status: Approved

Comments:

Department Comments
Bus Operations No exceptions
Bus Stop Program No exceptions

Comment Report

Tier III - 2901 S Adams Street Wall

11/06/2025

Master ID: 2025-PROJMSTR-0000370 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000109 **Review Phase:**
Location: 2901 S Adams Street **Review End Date:** 09/23/2025

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

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 - No Response

Status Date: 09/24/2025
Status: Approved - No Response
Comments:

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

Status Date: 09/24/2025
Status: Approved - No Response
Comments:

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

Status Date: 09/24/2025
Status: Approved - No Response
Comments:

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

Status Date: 09/24/2025
Status: Approved - No Response
Comments:

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

Status Date: 09/24/2025
Status: Approved - No Response
Comments:

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

Reviewers Name: Kathryn Spritzer
Reviewers Email: Kathryn.spritzer@denvergov.org
Status Date: 09/02/2025
Status: Approved
Comments:

Comment Report

Tier III - 2901 S Adams Street Wall

11/06/2025

Master ID: 2025-PROJMSTR-0000370 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000109 **Review Phase:**
Location: 2901 S Adams Street **Review End Date:** 09/23/2025

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

Reviewing Agency: Denver Fire Department Review

Review Status: Approved

Reviewers Name: Brian Dimock
Reviewers Email: Brian.Dimock@denvergov.org

Status Date: 09/11/2025
Status: Approved
Comments:

Reviewing Agency: Denver Water Referral

Review Status: Approved

Status Date: 09/24/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000109 - Tier III - 2901 S Adams Street Wall
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:

Reviewing Agency: Parks and Recreation Review

Review Status: Approved

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

Status Date: 09/22/2025
Status: Approved
Comments:

Reviewing Agency: Policy and Planning Referral

Review Status: Approved - No Response

Status Date: 09/24/2025
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: 09/23/2025
Status: Approved
Comments: *Approved.

*Final construction, including any later modifications to the public sidewalk (which is considered a public Accessible Route), as well as any other areas open to the general public, must comply with all applicable 2010 ADA requirements.

Reviewing Agency: Construction Engineering Review

Review Status: Approved

2025-ENCROACHMENT-0000109

Comment Report

Tier III - 2901 S Adams Street Wall

11/06/2025

Master ID: 2025-PROJMSTR-0000370 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000109 **Review Phase:**
Location: 2901 S Adams Street **Review End Date:** 09/23/2025

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

Reviewers Name: Michael Holm
Reviewers Email: Michael.Holm@denvergov.org
Status Date: 09/18/2025
Status: Approved
Comments:

Reviewing Agency: TES Sign and Stripe Review **Review Status:** Approved

Reviewers Name: Emma De Vos Tidd
Reviewers Email: emma.devostidd@denvergov.org
Status Date: 09/24/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000109 - Tier III - 2901 S Adams Street Wall
Reviewing Agency/Company: DOTI - Transportation and Mobility Engineering
Reviewers Name: Emma De Vos Tidd
Reviewers Phone: 3033324247
Reviewers Email: emma.devostidd@denvergov.org
Approval Status: Approved

Comments:

Reviewing Agency: City Forester Review **Review Status:** Approved

Reviewers Name: Eric Huetig
Reviewers Email: Eric.Huetig@denvergov.org
Status Date: 09/18/2025
Status: Approved
Comments: 2025-ENCROACHMENT-0000109 – 2901 S Adams Retaining Walls
OCF Comments 9-18-25
1. Encroachment is approved as no existing ROW/setback trees appear to be affected.
A. ATTN: Any proposed changes to ROW after initial OCF approval must be reviewed and approved by our office prior to final encroachment approval.

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

Status Date: 09/02/2025
Status: Approved - No Response
Comments:

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

Status Date: 09/24/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000109 - Tier III - 2901 S Adams Street Wall

Comment Report

Tier III - 2901 S Adams Street Wall

11/06/2025

Master ID: 2025-PROJMSTR-0000370 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000109 **Review Phase:**
Location: 2901 S Adams Street **Review End Date:** 09/23/2025

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

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: Andy Whitty
Reviewers Email: Andy.whitty@denvergov.org
Status Date: 09/22/2025
Status: Approved
Comments:

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

Reviewers Name: Shari Bills
Reviewers Email: Shari.Bills@denvergov.org
Status Date: 09/24/2025
Status: Approved - No Response
Comments: