



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: MH HT DENVER, LLC
Contact Name: Julian Tucker General Manager Thompson Denver Hotel
Property Address: 1616 Market Street, Denver, CO 80202
Billing Address: 1616 Market Street, Denver, CO 80202
Phone: 720.794.9501 Email: julian.tucker@thompsonhotels.com

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

Company Name: _____
Contact Name: _____
Address: _____
Phone: 720.794.9501 Email: _____

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

ENCROACHMENT INFORMATION:

Project Name: Chez Maggy Restaurant - Outdoor Patio Addition at Thompson Hotel - Denver

Adjacent Property Address: 1616 Market Street, Denver, CO 80202

Coordinates (Lat/Long): 39.742043, -104.991531

Encroachment Area, in SF: 1360

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 North side of the 16th Street Pedestrian Mall, seventeen feet and two inches (17'-2") from face of curb, and twenty four feet and two inches (24'-2") east of the curb on Market Street

Description of Encroachment:

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

The Encroachment is a patio addition at the Chez Maggy Restaurant at the Thompson Hotel - Denver. The patio addition project is intended to expand the current restaurant seating along 16th Street and provide two (2) elevated enclosures.

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.

There are physical constraints at 1616 Market Street that require the outdoor patio to be placed in the public right of way. The Thompson Hotel-Denver building is a zero lot line leaving no room to place the patio addition on private property. In addition, the slope of the sidewalk along the south side of the Thompson Hotel has a significant grade change (approximately 4'-0") from the west to east corner of the facade. These two elevated patios will provide different outdoor seating opportunities for the Chez Maggy restaurant and it will improve the street-scape along 16th street providing opportunities to rest, relax and enjoy an outdoor dining experience that captures great views up and down the 16th street pedestrian mall.

ATTESTATION:

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

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

ADJACENT PROPERTY
OWNER SIGNATURE:

PRINT NAME:

COMPANY:



Julian Tucker

MH HT DENVER, LLC

DATE: 4/9/25

TITLE: General Manager

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: _____

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Right-of-Way Services | Engineering & Regulatory
201 W Colfax Ave, Dept 507 | Denver, CO 80202
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Phone: 720-913-3003

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

Form Date 1/2/2024



CHEZ MAGGY AT THOMPSON HOTEL
PATIO ADDITION

PROJECT DESCRIPTION

CHEZ MAGGY RESTAURANT AT THOMPSON HOTEL DENVER

ADDRESS:
1616 MARKET ST
DENVER, CO 80202

REFERENCE CODE:
2021 IBC

DOWNTOWN DENVER PARTNERSHIP

PROJECT SUMMARY

PATIO ADDITION AT THE CHEZ MAGGIE RESTAURANT AT THOMPSON HOTEL DENVER. THE PROJECT IS INTENDED TO EXPAND THE CURRENT RESTAURANT SEATING ALONG 16TH STREET AND PROVIDE 2 ENCLOSURES TOTALING 1,360 SQ. FT.

SHEET INDEX

- COVER PAGE
- A101 - AXONOMETRIC SCOPE DIAGRAM
- A102 - 16TH STREET PATIO PLAN - OVERALL/FURNITURE PLAN
- A103 - 16TH STREET PATIO PLAN - DIMENSION PLAN
- A104 - 16TH STREET PATIO - REFLECTED CEILING PLAN
- A201 - OVERALL ELEVATION
- A202 - ENLARGED ELEVATION
- A203 - ENLARGED ELEVATION
- A204 - ENLARGED ELEVATION
- A301 - PERSPECTIVE RENDERING

CONTACT INFO

OWNER:

Thompson Denver
1616 Market St., Denver, CO 80202 USA
Julian Tucker (General Manager)
T: 720.794.9501
Email: julian.tucker@thompsonhotels.com

Shannon Hall (Director of Engineering)
Office: 720.794.9506
Mobile: 720.883.6860
Email: shannon.hall@thompsonhotels.com

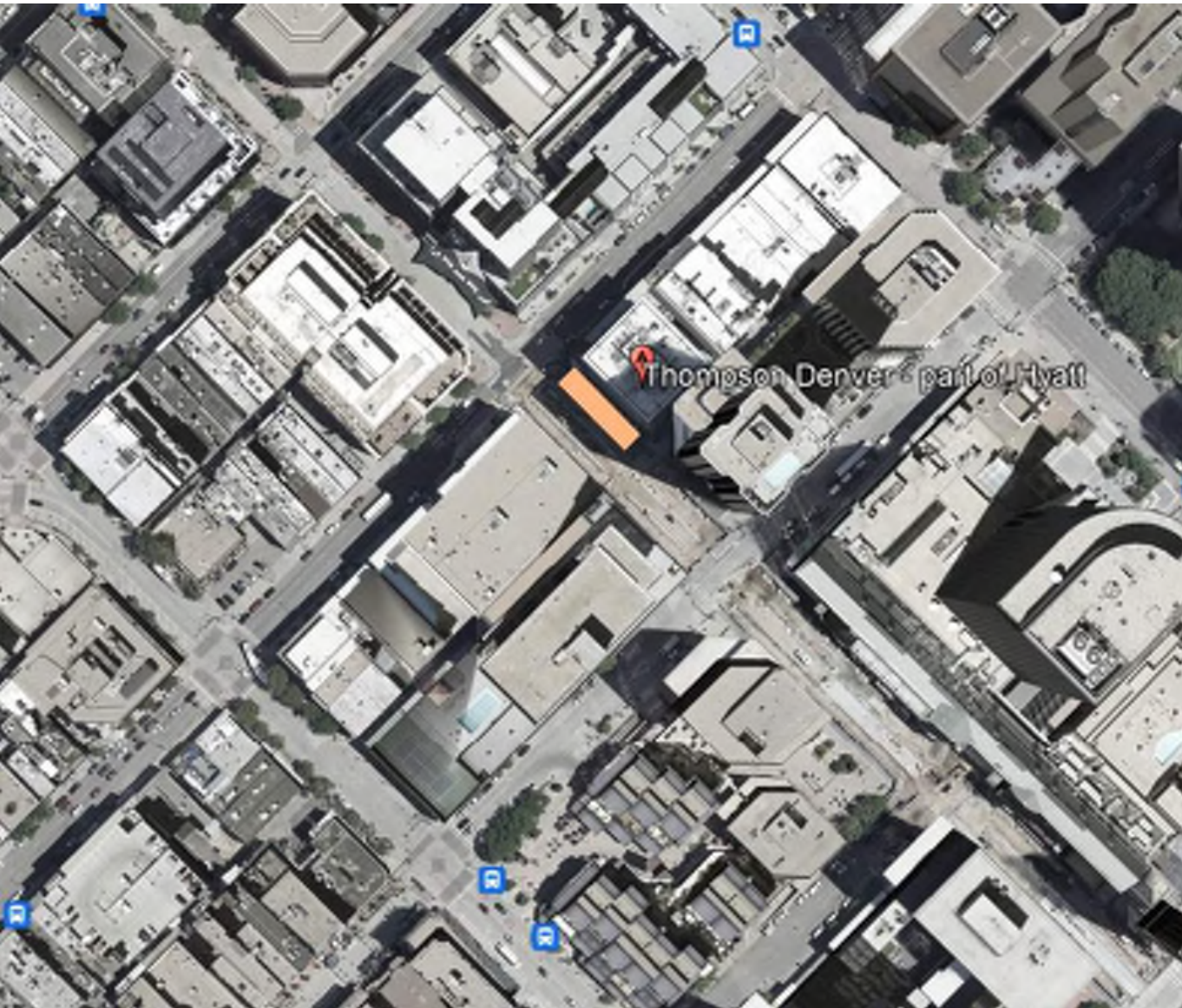
ARCHITECT:

Podium Design Group, LLC
PO BOX 4322, BRECKENRIDGE, CO
T: 970.333.4161
Email: jclark@podiumarch.com

DESIGN (Project Management):

sbDesign, LLC
2215 Rosemary St, Denver, CO 80207
T: 541.324.9303

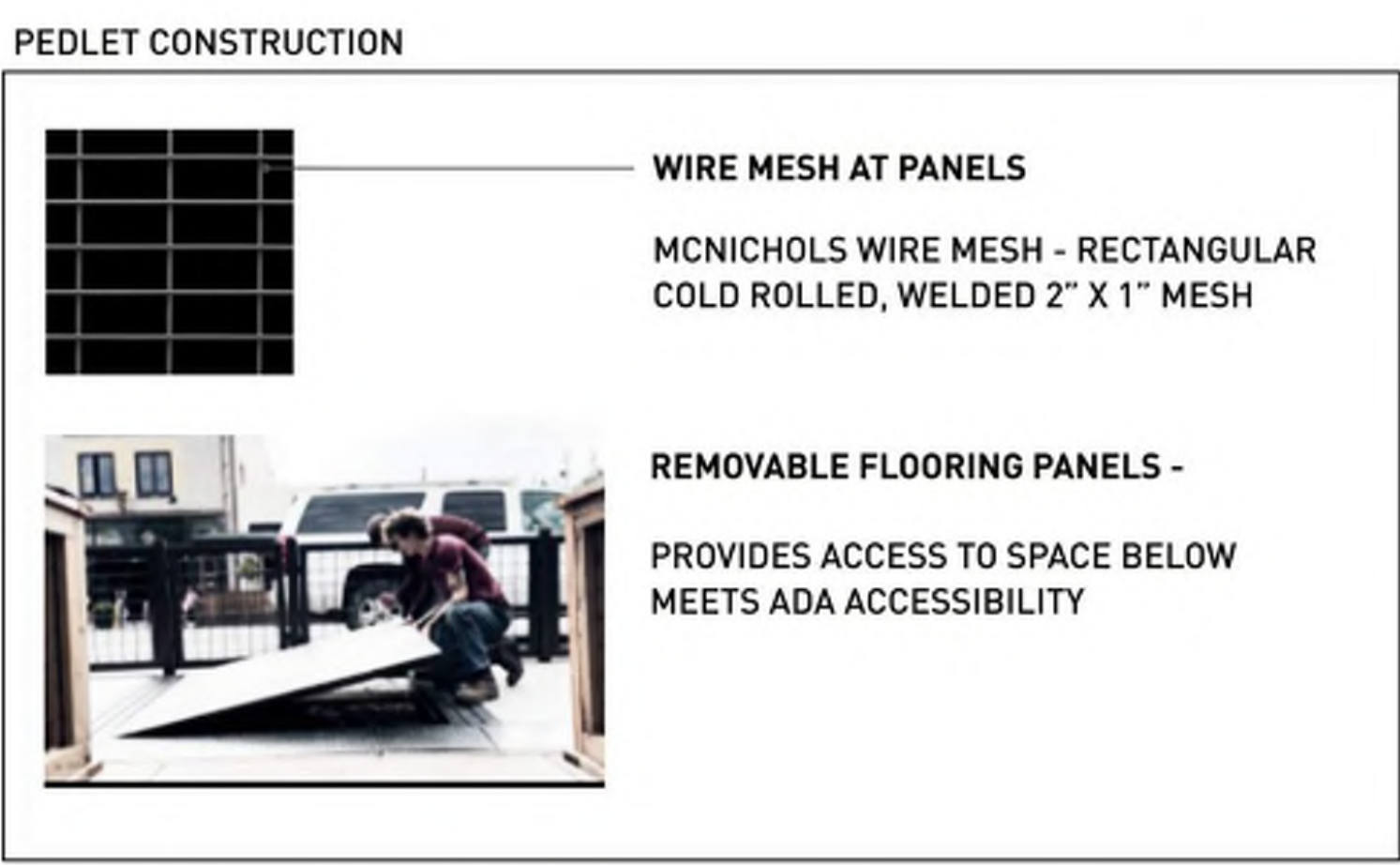
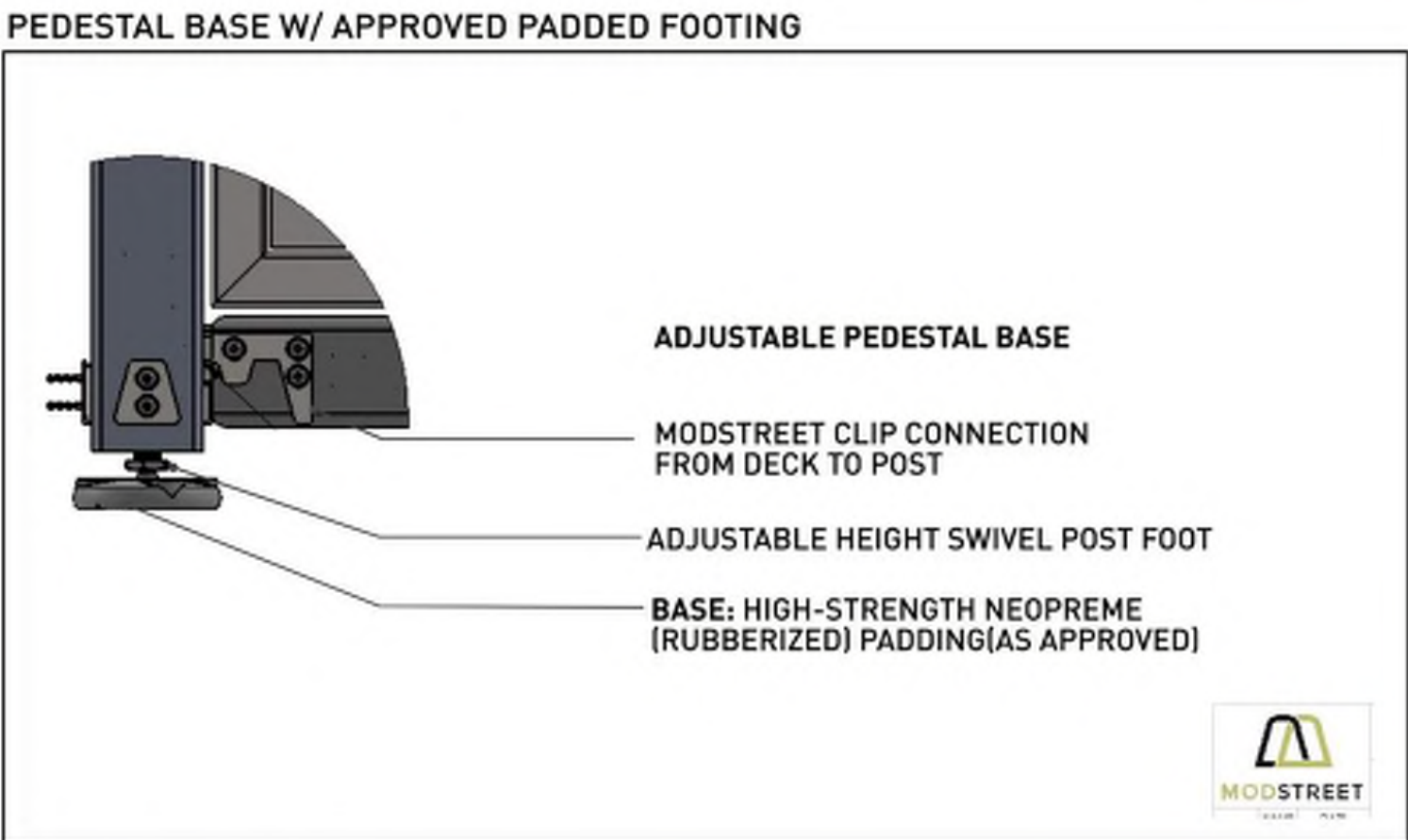
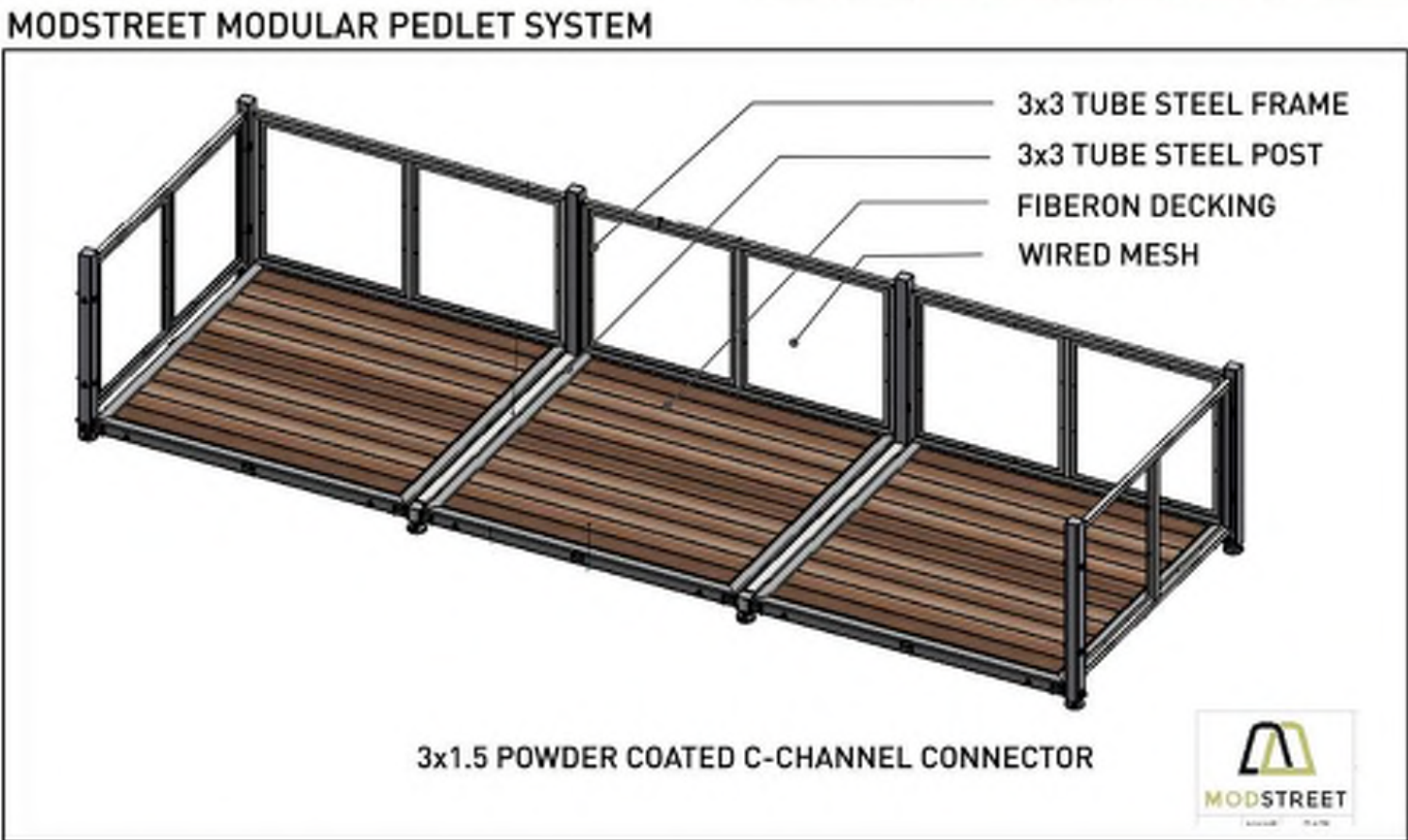
PROJECT LOCATION



CHEZ MAGGY PATIO ADDITION AT THOMPSON DENVER



THE
MODSTREET
PEDLET



HOST & SERVICE STATION

HOST STAND

SIZE: 48"H X 33.6"W X 28" D
FINISH: GRANITE TOP W/ STONE WRAP

SERVICE & BUS STATION

SIZE: 38"H X 38"W X 17 7/8"D
FINISH: GRANITE TOP W/ TEAK WRAP

8 FT SPAN UNBRELLA

STICHING:
FOREST GREEN

CANOPY: SUNBRELLA
NATURAL - 4604

INFRARED ELECTRIC HEATER & METAL TREE GRATE

LOW PROFILE INFRARED ELECTRIC HEATER

MFG: BROMIC HEATING
HEATING AREA PER UNIT: 100 SQ.FT.
HEATING POWER: 3 KW
DIMENSIONS: 56" X 8.5"

METAL TREE GRATE W/ REMOVABLE RINGS FOR FUTURE GROWTH. MATCH SIZE, FINISH AND TYPE AS INSTALLED ALONG 16TH STREET MALL

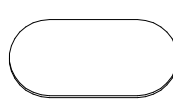

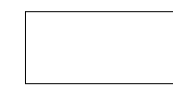

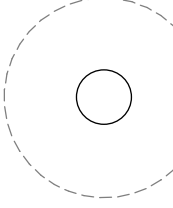
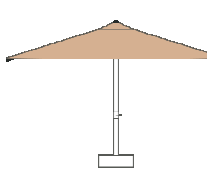
FIBERON DECKING (AND SKIRT)

'GOOD LIFE DECKING' BY FIBERON

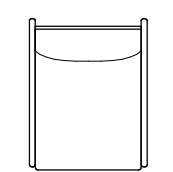

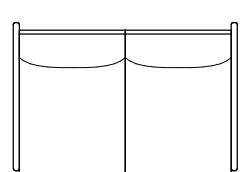

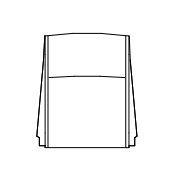

EASY TO MAINTAIN
MULTI-TONAL COLORS
AUTHENTIC WOOD LOOK W/
DISTINCT GRAIN PATTERNS
LOW MAINTENANCE AND EASY TO CLEAN
CONTAINS 96% RECYCLED CONTENT

COLOR (ESCAPES) - CABANA

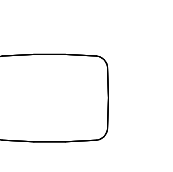

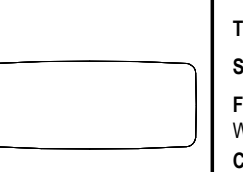

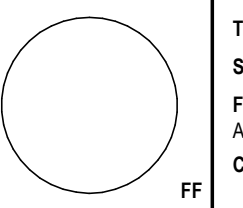

MARKET STREET

HOST & SERVICE STATIONS LEGEND		
	TYPE: HOST STAND SIZE: 48"H X 33.6"W X 28"D FINISH: STONE WRAP W/ GRANITE SURFACE COUNT: 1	
	TYPE: SERVICE STATION SIZE: 38"H X 38"W X 17 7/8"D FINISH: TEAK COUNT: 3	
	TYPE: UMBRELLA SIZE: 96" DIA X 106"H FINISH: NATURAL COLOR FABRIC W/ DARK GREEN PIPING & ALUMINUM SHAFT COUNT: 3	

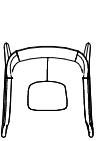

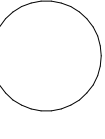



*REFER TO ATTACHED FF&E PACKAGE FOR ADDITIONAL INFORMATION.
OWNER/INTERIOR/BRAND DESIGN TEAM TO VERIFY ALL FINISHES, FABRICS, CUSTOM DIMENSIONS, COUNTS, ETC.

FURNITURE/FF&E LEGEND		
LOUNGE AREA		
	TYPE: LOTUS SINGLE SOFA SIZE: 36" X 30" FINISH: CUSTOM TEAK FRAME COUNT: 2	
	TYPE: LOTUS DOUBLE SOFA SIZE: 70" X 30" FINISH: CUSTOM TEAK FRAME COUNT: 2	
	TYPE: LOTUS ARM CHAIR SIZE: 22.5" X 21.5" FINISH: CUSTOM TEAK FRAME W/ KNITTED WOOD WICKER COUNT: 14	

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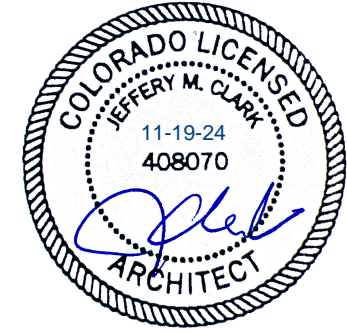
FURNITURE/FF&E LEGEND		
LOUNGE AREA/RESTAURANT		
	TYPE: TUBI CUSTOM COFFEE TABLES SIZE: 22.5" X 21.5" FINISH: PORCELAIN CALCUTTA GLOSS W/ TEAK WOOD FRAME/LEGS COUNT: 6	
	TYPE: TUBI CUSTOM COFFEE TABLES SIZE: 55" X 21.5" FINISH: PORCELAIN CALCUTTA GLOSS W/ TEAK WOOD FRAME/LEGS COUNT: 2	
	TYPE: HARBIN - ROUND DINING TABLE SIZE: 48" DIA X 30" HEIGHT FINISH: MARBLE LITE TABLE TOP MARBLE COMPOSITE W/ ALUMINUM POWDER COATED FRAME COUNT: 2	

*REFER TO ATTACHED FF&E PACKAGE FOR ADDITIONAL INFORMATION.
OWNER/INTERIOR/BRAND DESIGN TEAM TO VERIFY ALL FINISHES, FABRICS, CUSTOM DIMENSIONS, COUNTS, ETC.

FURNITURE/FF&E LEGEND		
RESTAURANT AREA		
	TYPE: SOFIE CHAIR - SIKA-DESIGN HANDMADE FURNITURE SIZE: 24.5" X 19.7" X 17 8/35.1" HEIGHT FINISH: ALUMINUM AND ARTIFIBRE COUNT: 58	
	TYPE: LYON CAFE TABLE - SIKA-DESIGN HANDMADE FURNITURE SIZE: 27.6" ROUND TOP X 29.6" HEIGHT FINISH: CAST IRON VERSLITE PEDESTAL COUNT: 12	
	TYPE: PESTAL TABLE (METRIX CONSTRUCTION) SIZE: 35" X 35" X 30" FINISH: MARBLE LITE PEDESTAL BASE W/ PORCELAIN TOP COUNT: 6	

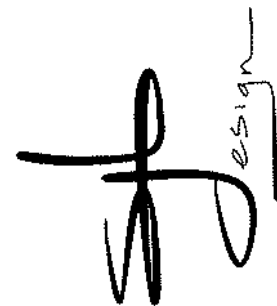
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OWNER/INTERIOR/BRAND DESIGN TEAM TO VERIFY ALL FINISHES, FABRICS, CUSTOM DIMENSIONS, COUNTS, ETC.

KEYNOTE LEGEND	
AA	- HOST DESK
BB	- NOT USED
CC	- MOVEABLE PLANTER (OWNER PROVIDED)
DD	- TWO TOP W/ ROUND CAFE TABLE
EE	- FOUR TOP (30" HEIGHT) - 35 INCH X 35 INCH
FF	- FIVE TOP (30" HEIGHT) - 48 INCH DIA.
GG	- TWO TOP (LOUNGE HEIGHT)
HH	- FOUR TOP (LOUNGE HEIGHT)
JJ	- TREE W/ BELOW GRADE PLANTER
KK	- GUARD RAIL W/ WIRE MESH PANELS
LL	- SERVICE STATION
MM	- UMBRELLA (NOT FIXED)

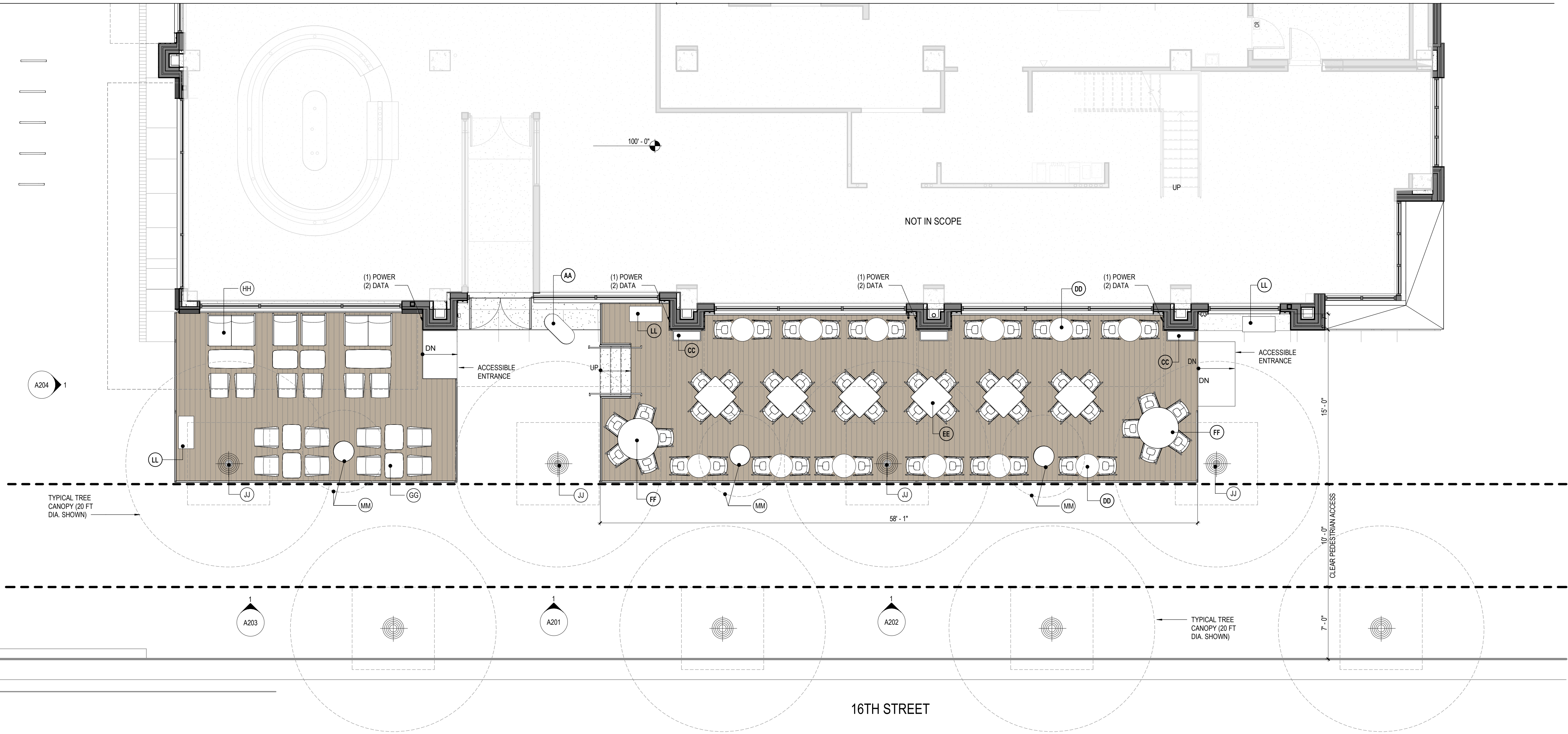


16TH STREET PATIO PLAN
CHEZ MAGGY PATIO ADDITION
DENVER, CO 80202

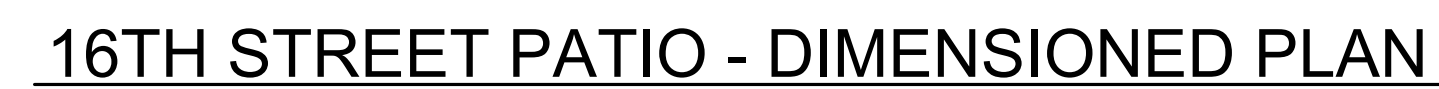
A102
PROJECT NUMBER: 1009.00
DATE: 04.11.24
SUBMITTAL: DENVER DOWNTOWN PARTNERSHIP



PODIUM
ARCHITECTURE & DESIGN GROUP



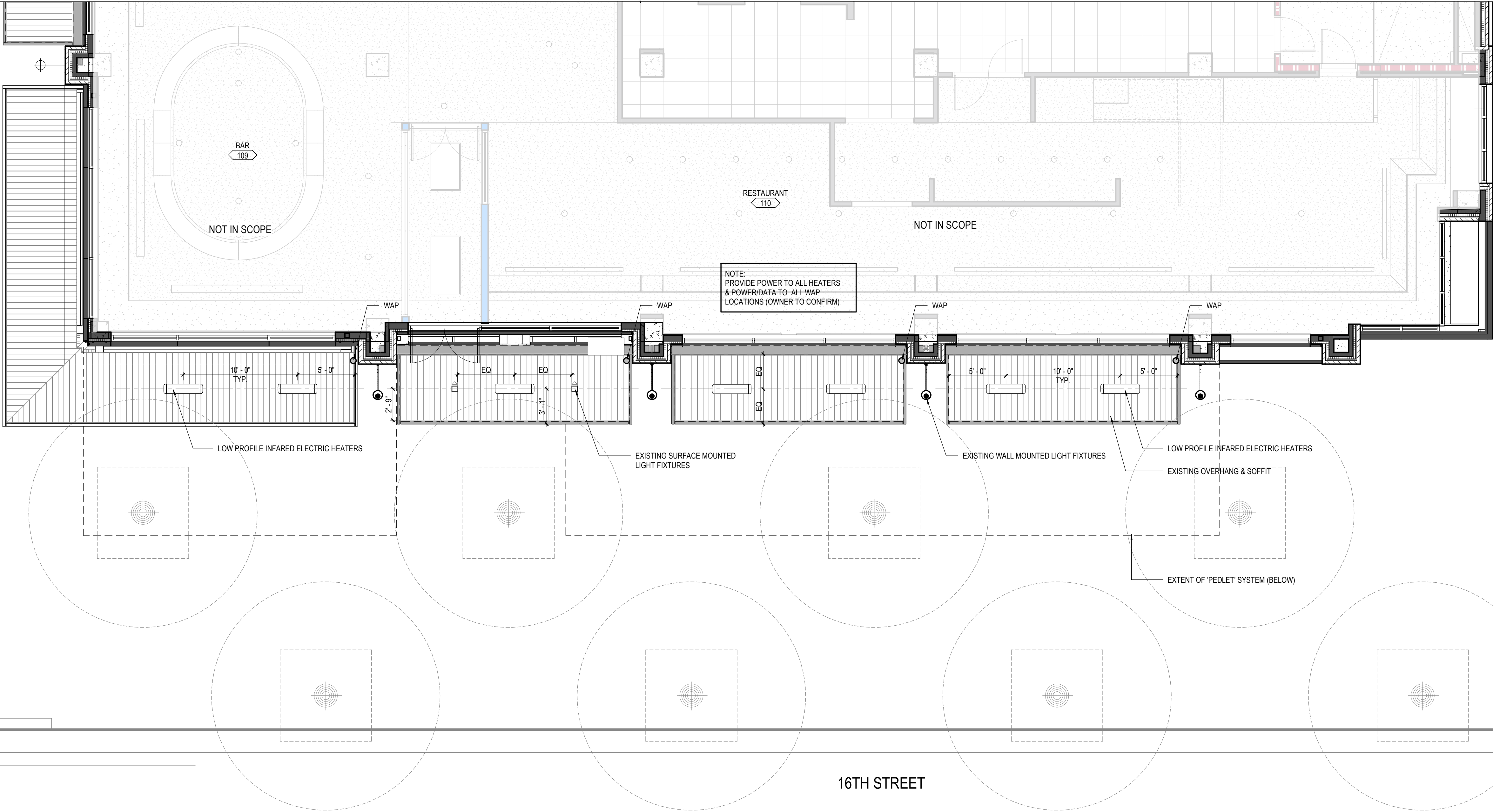
1 16TH STREET PATIO - LEVEL PLAN
SCALE: 3/16" = 1'-0"



SCALE: 3/16" = 1'-0"



MARKET STREET



16TH STREET

REFLECTED CEILING PLAN - OUTDOOR PATIO

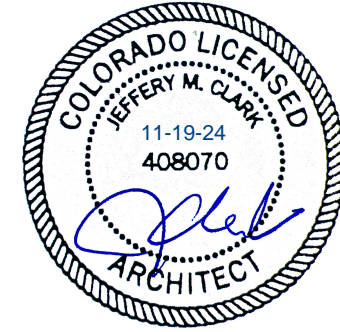
SCALE: 3/16" = 1'-0"





OVERALL SOUTH ELEVATION - 16TH STREET

SCALE: 1/4" = 1'-0"

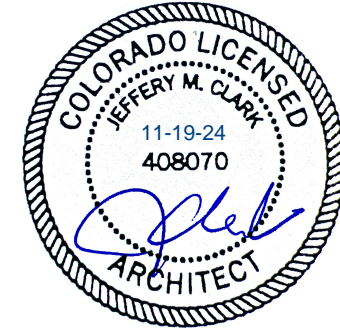


OVERALL ELEVATION
CHEZ MAGGY PATIO ADDITION
DENVER, CO 80202

A201
PROJECT NUMBER: 1009.00
DATE: 04.11.24
SUBMITTAL: DENVER DOWNTOWN
PARTNERSHIP



PODIUM
ARCHITECTURE & DESIGN GROUP



ENLARGED ELEVATION
CHEZ MAGGY PATIO ADDITION
DENVER, CO 80202

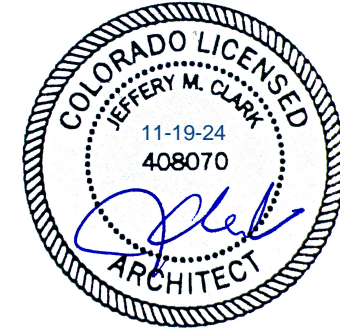
A202
PROJECT NUMBER: 1009.00
DATE: 04.11.24
SUBMITTAL: DENVER DOWNTOWN
PARTNERSHIP



PODIUM
ARCHITECTURE & DESIGN GROUP



ENLARGED SOUTH ELEVATION - 16TH STREET
SCALE: 3/8" = 1'-0"

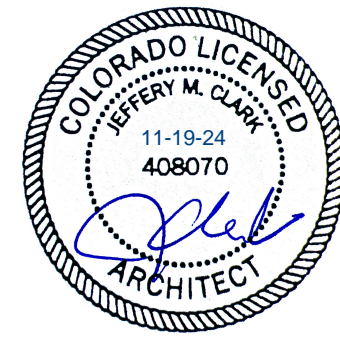


ENLARGED ELEVATION
CHEZ MAGGY PATIO ADDITION
DENVER, CO 80202

A203
PROJECT NUMBER: 1009.00
DATE: 04.11.24
SUBMITTAL: DENVER DOWNTOWN
PARTNERSHIP



PODIUM
ARCHITECTURE & DESIGN GROUP



ENLARGED ELEVATION

CHEZ MAGGY PATIO ADDITION

DENVER, CO 80202

A204

PROJECT NUMBER: 1009.00
DATE: 04.11.24
SUBMITTAL: DENVER DOWNTOWN
PARTNERSHIP



PODIUM

ARCHITECTURE & DESIGN GROUP

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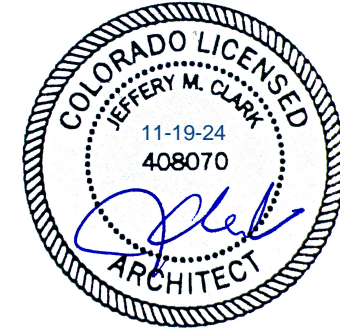


ENLARGED WEST ELEVATION - MARKET STREET

SCALE: 3/8" = 1'-0"



SOUTH PERSPECTIVE ALONG 16TH STREET



PERSPECTIVE RENDERING
CHEZ MAGGY PATIO ADDITION
DENVER, CO 80202

A301
PROJECT NUMBER: 1009.00
DATE: 04.11.24
SUBMITTAL: DENVER DOWNTOWN
PARTNERSHIP



PODIUM
ARCHITECTURE & DESIGN GROUP

ENCROACHMENT
LOCATED AT: 1616 MARKET STREET, DENVER, CO 80202
EXHIBIT A
PAGE 1 OF 2

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE 16 STREET MALL RIGHT-OF-WAY ADJACENT TO BLOCK 47 OF EAST DENVER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST CORNER OF LOT 16, BLOCK 47, EAST DENVER, THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 16, S45°28'29"E A DISTANCE OF 1.83 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE S45°28'29"E A DISTANCE OF 105.00 FEET;

THENCE S44°35'45"W A DISTANCE OF 16.00 FEET;

THENCE N45°28'29"W A DISTANCE OF 105.00 FEET;

THENCE N44°35'45"E A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.039 ACRES OR 1,680 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE 20' FOOT RANGE LINE IN MARKET STREET BEARING N44°35'45"E AND BEING MONUMENTED BY A FOUND 2-1/4" ALUMINUM CAP IN RANGE BOX PLS #24961 AT THE INTERSECTION OF MARKET STREET AND 16TH STREET AND A FOUND AXLE IN RANGE BOX AT THE INTERSECTION OF MARKET STREET AND 17TH STREET.

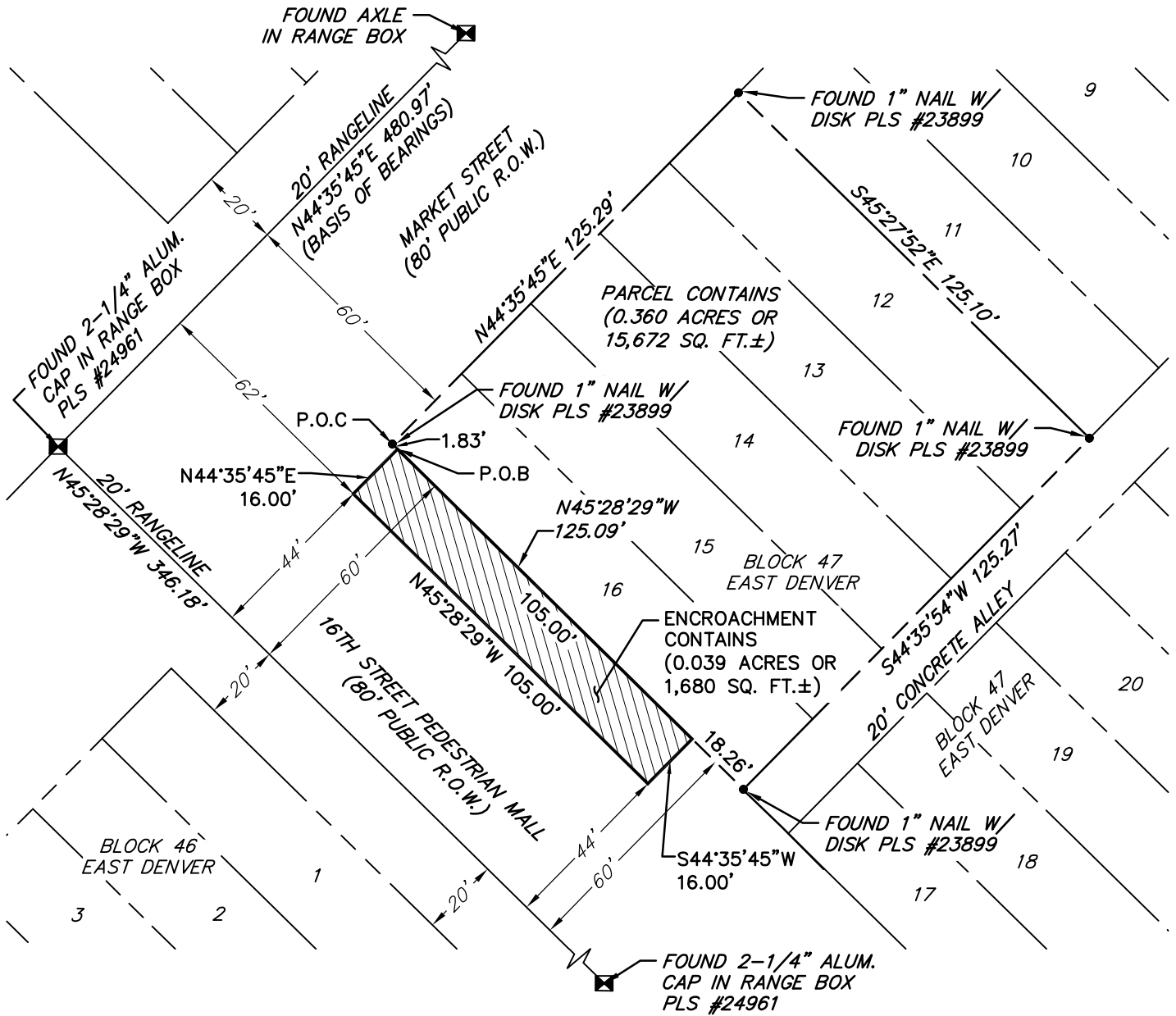
PREPARED BY VALERIA JUAREZ
REVIEWED BY RYAN R. BRYSON, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE,
LAKEWOOD, CO. 80215
APRIL 1, 2025
PROJECT #25.0209



ILLUSTRATION FOR

EXHIBIT A

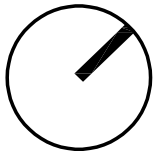
PAGE 2 OF 2



BASIS OF BEARINGS: BEARINGS ARE BASED ON THE 20' FOOT RANGE LINE IN MARKET STREET BEARING N44°35'45"E AND BEING MONUMENTED BY A FOUND 2-1/4" ALUMINUM CAP IN RANGE BOX PLS #24961 AT THE INTERSECTION OF MARKET STREET AND 16TH STREET AND A FOUND AXLE IN RANGE BOX AT THE INTERSECTION OF MARKET STREET AND 17TH STREET.

0 20 40
SCALE: 1"=40'
ALL LINEAL
DIMENSIONS ARE IN
U.S. SURVEY FEET

DOWNTOWN
NORTH



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

APRIL 01, 2025

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 West Colfax Avenue Lakewood, Colorado 80215
survey@martinmartin.com | 303.431.6100 | martinmartin.com

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

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

1401 17th St, #480
Denver, CO 80202
Phone: (303) 942-2200

DATE: March 5, 2025

FILE NUMBER: 100-00101150-200-8E8

PROPERTY ADDRESS: 1616 Market Street, Denver, CO 80202

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

OWNER(S): MH HT DENVER, LLC, a Delaware limited liability company

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: 02331-09-266-000

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

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: Escrow Officer

ATTN: Mej Ellsworth
PHONE: (303) 942-2204
FAX: (303) 474-7397
E-MAIL: mej.ellsworth@fnf.com

Escrow Assistant

ATTN:
PHONE:
E-MAIL:

Title Officer

ATTN: Mej Ellsworth - Title Access
PHONE: (303) 942-2204
E-MAIL: mej.ellsworth@fnf.com

ATTN:
E-MAIL:

**TO: Fidelity National Title Insurance, NCS Div
(DD)
1401 17th St
#480
Denver, CO 80202**

ATTN: Mej Ellsworth
PHONE: (303) 942-2200
FAX: (303) 628-1671
E-MAIL: mej.ellsworth@fnf.com

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida (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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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

- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by 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 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; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.

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- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- 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 and is restricted to the terms and provisions of this Commitment.
- 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 the purpose of providing closing or settlement services.

8. **PROFORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a proforma policy illustrating the coverage that the Company may provide. A proforma 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. This Commitment Condition 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

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IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

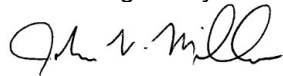
Issuing Agent: Fidelity National Title Insurance Co., National Commercial Services
Issuing Office: 1401 17th St., # 480, Denver, CO 80202
Loan ID Number:
Issuing Office File Number: 00101150-200-8E8-ME3
Property Address: 1616 Market Street, Denver, CO 80202
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **February 23, 2025**
2. Policy to be issued:
 - (a) **ALTA Standard Owner's Policy (7-1-21)**
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested Owner identified at Item 4 below**
Proposed Amount of Insurance: **\$100,000.00**
The estate or interest to be insured: **FEE SIMPLE**
 - (b) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured: **FEE SIMPLE**
 - (c) **None**
Proposed Insured:
Proposed Amount of Insurance: **\$0.00**
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:
MH HT DENVER, LLC, a Delaware limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

Countersigned by:



John Miller
Authorized Signature

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SCHEDULE A
(Continued)

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

Page 2

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SCHEDULE A

(Continued)

PREMIUMS:

ALTA Owners Policy 7-1-21	629.00
Deletion of 1 - 4 upon requirements met and provided there is no recent, ongoing, or anticipated construction on the land.	95.00
Tax Certificate	18.00

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Lots 12 through 16, inclusive, Block 47, [East Denver](#), City and County of Denver, State of Colorado.

For Informational Purposes Only

TAX I.D. No.: 02331-09-266-000

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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SCHEDULE B – PART I REQUIREMENTS

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

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

- d. Furnish for recordation a PARTIAL release of deed of trust:

Amount: \$ 64,000,000.00
 Trustor/Grantor: MH HT DENVER, LLC, a Delaware limited liability company
 Trustee: Public Trustee of City and County of Denver, Colorado
 Beneficiary: VMC CRE Master Lending Upper Reit LLC, a Delaware limited liability company
 Recording Date: January 27, 2025
 Recording No.: [Reception No. 2025006121](#)

Assignment of Leases and Rents:

Recording Date: January 27, 2025
 Recording No.: [Reception No. 2025006122](#)

Memorandum of Subordination, Non-Disturbance and Attornment Agreement:

Recording Date: January 27, 2025
 Recording No.: [Reception No. 2025006123](#)

Assignment of Security Instrument:

Recording Date: January 27, 2025
 Recording No.: [Reception No. 2025006376](#)

Collateral Assignment of Parking Structure Agreement:

Recording Date: January 27, 2025
 Recording No.: [Reception No. 2025006124](#)

And

Recording Date: January 27, 2025
 Recording No.: [Reception No. 2025006125](#)

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

Limited Liability Company: MH HT DENVER, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

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SCHEDULE B
PART I – REQUIREMENTS
(Continued)

- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created,
- c) Recordation of a Statement of Authority
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

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

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

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

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

Party(s): MH HT DENVER, LLC, a Delaware limited liability company

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

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.

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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.

END OF SCHEDULE B – Part I

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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SCHEDULE B – PART II

EXCEPTIONS

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

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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.

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

6. Water rights, claims of title to water, whether or not these matters are shown 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. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.
9. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 109, Series of 1988 as set forth below:

Recording Date: March 15, 1988
 Recording No.: [Reception No. 245871](#)

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

EXCEPTIONS

(Continued)

Ordinance No. 311, Series of 2002:

Recording Date: April 29, 2002
Recording No.: [Reception No. 2002078135](#)

10. Any taxes or assessments by reason of the inclusion of the Land in the Downtown Denver Business District:

Recording Date: August 5, 1992
Recording No.: [Reception No. R-92-0089656](#)

11. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Alley Improvement District No. 291, as evidenced by instrument(s):

Recording Date: July 25, 2003
Recording No.: [Reception No. 2003152746](#)

12. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of License as set forth below:

Recording Date: August 20, 2019
Recording No.: [Reception No. 2019111869](#)

13. Terms, conditions, provisions, agreements and obligations contained in the Site Development Plan as set forth below:

Recording Date: October 10, 2019
Recording No.: [Reception No. 2019141126](#)

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 20190914, Series of 2019 as set forth below:

Recording Date: October 4, 2019
Recording No.: [Reception No. 2019138293](#)

15. Terms, conditions, provisions, agreements and obligations contained in the Collateral Assignment of Parking Structure Agreement as set forth below:

Recording Date: July 22, 2021
Recording No.: [Reception No. 2021137236](#)

16. Terms, conditions, provisions, agreements and obligations contained in the Collateral Assignment of Parking Structure Agreement as set forth below:

Recording Date: July 22, 2021
Recording No.: [Reception No. 2021137237](#)

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

EXCEPTIONS
(Continued)

17. Terms, conditions, provisions, agreements and obligations contained in the Collateral Assignment of Parking Structure Agreement as set forth below:

Recording Date: January 27, 2025
Recording No.: [Reception No. 2025006124](#)
And
Recording Date: January 27, 2025
Recording No.: [Reception No. 2025006125](#)

END OF SCHEDULE B – PART II

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

27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

Page 3

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Insurance Co., National Commercial Services 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."
- 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.
- 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.

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 phone 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, INC.
PRIVACY NOTICE

Effective January 1, 2025

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

FNF automatically collects the following 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 version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, 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](#), 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 (<https://fnf.com/california-privacy>) or call (888) 413-1748.

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

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

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, Ticor 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, Ticor 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

Tier III - 1616 Market Street Raised Patios

04/02/2025

Master ID: 2024-PROJMSTR-0000491 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000196 **Review Phase:**
Location: 1616 Market Street **Review End Date:** 12/24/2024

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 w/Conditions

Reviewers Name: Matt Steder
Reviewers Email: Matt.Steder@denvergov.org
Status Date: 12/16/2024
Status: Approved w/Conditions
Comments: Maintain a Pedestrian Access Route (PAR) for 16th St Mall as determined with DOTI ER and adjust platform depth (if needed). Dimension 16th St PAR adjacent to encroachment, it is noted the raised raised platform appears to encroach into the 10' PAR identified in 16th St Mall plans.

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

Reviewers Name: Bridget Rassbach
Reviewers Email: Bridget.Rassbach@denvergov.org
Status Date: 12/26/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review Review Status: Approved

Reviewers Name: Thomas Savich
Reviewers Email: Thomas.Savich@denvergov.org
Status Date: 04/02/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000196 - Tier III 1616 Market Street Raised Patios
Reviewing Agency/Company: DOTI/ROWS/SURVEY
Reviewers Name: Thomas Savich
Reviewers Phone: 8188098753
Reviewers Email: thomas.savich@denvergov.org
Approval Status: Approved

Comments:

Attachment: a_2024Encroach196-SitePlan-001.pdf

Attachment: b_2024Encroach196-VestingDeed-001.pdf

Attachment: c_2024Encroach196-TitleCommitment-001.pdf

Attachment: d_2024Encroach196-VestingDesc-001.docx

Comment Report

Tier III - 1616 Market Street Raised Patios

04/02/2025

Master ID: 2024-PROJMSTR-0000491 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000196 **Review Phase:**
Location: 1616 Market Street **Review End Date:** 12/24/2024

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

Attachment: e_2024Encroach196-Encroach Desc and Illus-002.pdf

Attachment: f_2024Encroach196-Encroach Desc-002.docx

Status Date: 12/13/2024
Status: Denied
Comments: Survey comments are in the REDLINES folder (REDLINES- Survey- Savich.docx)

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

Reviewers Name: Jim Turner
Reviewers Email: Jim.Turner@denvergov.org

Status Date: 12/20/2024
Status: Approved
Comments:

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

Status Date: 12/26/2024
Status: Approved - No Response
Comments:

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

Reviewers Name: Brent McMurtrie
Reviewers Email: Brent.McMurtrie@denvergov.org

Status Date: 12/24/2024
Status: Approved
Comments:

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

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

Status Date: 01/31/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000196 - Tier III 1616 Market Street Raised Patios
Reviewing Agency/Company: ER - Wastewater
Reviewers Name: Mike Sasarak
Reviewers Phone: 3035329783
Reviewers Email: mike.sasarak@denvergov.org
Approval Status: Approved

Comments:
Approved per drawing received via email from applicant on 01-16-2025

Status Date: 12/19/2024

Comment Report

Tier III - 1616 Market Street Raised Patios

04/02/2025

Master ID: 2024-PROJMSTR-0000491 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000196 **Review Phase:**
Location: 1616 Market Street **Review End Date:** 12/24/2024

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

Status: Denied
Comments: See ER WASTEWATER REDLINES.

Show existing 15-inch sanitary sewer located in 16th street in close proximity to proposed raised patio. Contact Selena Klosowski selena.klosowski@denvergov.org to discuss maintenance considerations of existing sanitary.

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

Status Date: 02/21/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000196 - Tier III 1616 Market Street Raised Patios
Reviewing Agency/Company: CenturyLink/Lumen
Reviewers Name: Jason Stephenson
Reviewers Phone: n/a
Reviewers Email: Jason.Stephenson@lumen.com
Approval Status: Approved

Comments:

Status Date: 02/07/2025
Status: Denied
Comments: Received correspondence from CenturyLink in regards to this review:
"We have received your request for an encroachment and have set up a Lumen project accordingly. Your project number is P864715 and it should be referenced in all emails sent in for review.
Your project owner is Jason Stephenson and they can be reached by email at Jason.Stephenson@lumen.com with any questions that you may have regarding this project."
Please coordinate with this reviewer for approval.

Status Date: 02/07/2025
Status: Denied
Comments: Denied on behalf of this critical reviewer. We received the following email with contact information for the reviewer assigned to this project. Please contact the reviewer to work towards their approval.

"Your project number is P864715 and it should be referenced in all emails sent in for review.
Please do not reply to this email. Your project owner is Jason Stephenson and they can be reached by email at Jason.Stephenson@lumen.com with any questions that you may have regarding this project."

Status Date: 12/26/2024
Status: Denied
Comments: Please reach out to Nre.Easement@centurylink.com to rectify this denial.

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

Status Date: 12/26/2024
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000196 - Tier III 1616 Market Street Raised Patios
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

Comment Report

Tier III - 1616 Market Street Raised Patios

04/02/2025

Master ID: 2024-PROJMSTR-0000491 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000196 **Review Phase:**
Location: 1616 Market Street **Review End Date:** 12/24/2024

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

Comments:

PSCo/Xcel Energy has existing underground distribution facilities along Larimer Street. Please contact Colorado 811 for locates before excavating. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Please be aware that all risk and responsibility for this request are unilaterally that of the Applicant/Requestor.

Reviewing Agency: RTD Referral

Review Status: Approved

Status Date: 12/26/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000196 - Tier III 1616 Market Street Raised Patios
Reviewing Agency/Company: RTD
Reviewers Name: clayton s woodruff
Reviewers Phone: 303-299-2943
Reviewers Email: Clayton.woodruff@rtd-denver.com
Approval Status: Approved

Comments:

Department Comments
Bus Operations No exceptions
Bus Stop Program No exceptions
Commuter Rail No exceptions
Construction Management No exceptions
Engineering No exceptions
Light Rail No exceptions
Real Property No exceptions
Service Development No exceptions
Transit Oriented Development No exceptions
Utilities No exceptions
This review is for Design concepts and to identify any necessary improvements to RTD stops and property affected by the design. This review of the plans does not eliminate the need to acquire, and/or go through the acquisition process of any agreements, easements or permits that may be required by the RTD for any work on or around our facilities and property.

Reviewing Agency: Comcast Referral

Review Status: Approved - No Response

Status Date: 12/26/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Metro Wastewater Referral

Review Status: Approved - No Response

Status Date: 12/26/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Street Maintenance Referral

Review Status: Approved - No Response

Status Date: 12/26/2024

2024-ENCROACHMENT-0000196

Comment Report

Tier III - 1616 Market Street Raised Patios

04/02/2025

Master ID: 2024-PROJMSTR-0000491 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000196 **Review Phase:**
Location: 1616 Market Street **Review End Date:** 12/24/2024

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

Status: Approved - No Response
Comments:

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

Status Date: 12/26/2024
Status: Approved - No Response
Comments:

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

Reviewers Name: Keith Peetz
Reviewers Email: Keith.Peetz@denvergov.org

Status Date: 12/26/2024
Status: Approved - No Response
Comments:

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

Reviewers Name: Shannon Cruz
Reviewers Email: Shannon.cruz@denvergov.org
Status Date: 12/24/2024
Status: Approved
Comments:

Reviewing Agency: Denver Fire Department Review Review Status: Approved

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

Status Date: 12/17/2024
Status: Approved
Comments:

Reviewing Agency: Denver Water Referral Review Status: Approved

Status Date: 12/26/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000196 - Tier III 1616 Market Street Raised Patios
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

Comment Report

Tier III - 1616 Market Street Raised Patios

04/02/2025

Master ID: 2024-PROJMSTR-0000491 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000196 **Review Phase:**
Location: 1616 Market Street **Review End Date:** 12/24/2024

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

Status Date: 12/16/2024
Status: Approved
Comments:

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

Status Date: 12/26/2024
Status: Approved - No Response
Comments:

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

Status Date: 12/26/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000196 - Tier III 1616 Market Street Raised Patios
Reviewing Agency/Company: DODR
Reviewers Name: Spencer Pocock
Reviewers Phone: 720-913-8411
Reviewers Email: Spencer.Pocock@denvergov.org
Approval Status: Approved

Comments:
Final construction, including any later modifications to the public sidewalk (which is considered a public Accessible Route), as well as any other areas open to the general public, must comply with all applicable 2010 ADA requirements.
Please note for future furniture choices: 5% of the seating in both patio areas (calculated separately for the dining and lounge spaces) must be accessible and must follow ADA requirements for accessible seating dimensions and clear floor areas. See provided Dining Clearances document for additional details.

Attachment: 2010 ADA - Dining Clearances.pdf

REDLINES uploaded to E-review webpage

Reviewing Agency: Construction Engineering Review **Review Status:** Approved w/Conditions

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

Status Date: 12/18/2024
Status: Approved w/Conditions
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.

2. This patio must get approval and applicable permits from the Downtown Denver Partnership and City Forester.

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

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

Comment Report

Tier III - 1616 Market Street Raised Patios

04/02/2025

Master ID: 2024-PROJMSTR-0000491 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000196 **Review Phase:**
Location: 1616 Market Street **Review End Date:** 12/24/2024

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

Status Date: 12/26/2024
Status: Approved - No Response
Comments:

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

Reviewers Name: Nick Evers
Reviewers Email: Nick.Evers@denvergov.org

Status Date: 01/27/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000196 - Tier III 1616 Market Street Raised Patios
Reviewing Agency/Company: Denver Parks and Rec - Forestry
Reviewers Name: Nick Evers
Reviewers Phone: 7206759194
Reviewers Email: nick.evers@denvergov.org
Approval Status: Approved

Comments:
The CCD and DDP have jurisdiction over the 16th Street Mall. Properties that are adjacent to the Mall trees must abide by all the permit conditions and CCD requirements. OCF also emphasizes a concern over impact to the mall trees regarding tree health and public access.

Status Date: 12/20/2024
Status: Denied
Comments: Denied - Mall trees cannot be included into patio build, they should be accessible to the public and DDP for maintenance. Design needs to build around tree layout.

Reviewing Agency: Landmark Review **Review Status:** Approved

Reviewers Name: Andrew Abbey
Reviewers Email: Andrew.Abbey@denvergov.org

Status Date: 12/10/2024
Status: Approved
Comments: Approved by LDDRC

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

Status Date: 12/26/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000196 - Tier III 1616 Market Street Raised Patios
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.

Comment Report

Tier III - 1616 Market Street Raised Patios

04/02/2025

Master ID: 2024-PROJMSTR-0000491 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000196 **Review Phase:**
Location: 1616 Market Street **Review End Date:** 12/24/2024

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

Reviewing Agency: Environmental Health Referral

Review Status: Approved

Reviewers Name: Andy Whitty
Reviewers Email: Andy.whitty@denvergov.org
Status Date: 12/24/2024
Status: Approved
Comments:

Reviewing Agency: ERA Review

Review Status: Approved - No Response

Reviewers Name: Shari Bills
Reviewers Email: Shari.Bills@denvergov.org
Status Date: 12/26/2024
Status: Approved - No Response
Comments:

Reviewing Agency: ROW - Supplemental Review

Review Status: Approved w/ Conditions

Reviewers Name: David Roberts
Reviewers Email: president@lodona.org
Status Date: 12/26/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000196 - Tier III 1616 Market Street Raised Patios
Reviewing Agency/Company: Lower Downtown Neighborhood Association
Reviewers Name: David N. Roberts
Reviewers Phone: 3038825286
Reviewers Email: president@lodona.org
Approval Status: Approved with conditions

Comments:
LoDoNA is the RNO representing the lower downtown area, including 16th and Market Streets. We strongly support the addition of these handsome outside patios to Chez Maggy and the Thomson Hotel. Adding more amenities on 16th street is vital to attracting more visitors to revitalize downtown and beneficial to downtown residents and employees as well. The Thomson has been an excellent, well-managed addition to our neighborhood. LoDoNA's only concern is potential for excessive noise disturbing the nearby residents of the 16M and Market Station buildings--we have had problems with loud music from outdoor restaurant patios on Market Street in the past. If the nighttime noise will be contained at a non-disruptive level, we encourage you to approve this project.



T H O M P S O N
DENVER

To: The City and County of Denver

Tuesday April 9th 2025


MH HT DENVER, LLC, Co-Owners of Thompson Denver Hotel located at 1616 Market Street Denver Co, 80202, grants Julian Tucker General Manager of the Thompson Denver authorization to sign the Encroachment Permit application as provided by the City of Denver Department of Transportation & Infrastructure, Right of Way Services, and Engineering & Regulator for the raised patio located outside of Chez Maggy restaurant at the same location.

Marshall Johnston, VP of Asset Management

Sign

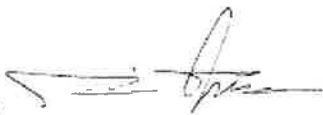


Date



Julian Tucker, General Manager Thompson Hotel

Sign:



Date: 4/9/2025