



APPLICATION

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

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

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

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

ADJACENT PROPERTY OWNER:

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

Company Name: _____
Contact Name: _____ and THOMAS ZINGARO
Property Address: _____
Billing Address: _____
Phone: _____ Email: _____

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

Company Name: _____
Contact Name: _____
Address: _____
Phone: _____ 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](mailto:DOTI.ER@denvergov.org)
Phone: 720-865-3003

ENCROACHMENT INFORMATION:

Project Name: _____
Adjacent Property Address: _____
Coordinates (Lat/Long): _____ SEE EXHIBIT B
Encroachment Area, in SF: _____

Is this project associated with a LAND DEVELOPMENT REVIEW?

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

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

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

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

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

Description of Encroachment:

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

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.

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:

Thomas Zingaro
Heidi Schroeder

DATE: _____

PRINT NAME:

AND THOMAS ZINGARO

TITLE: _____

COMPANY:

PERMIT SUBMITTAL CHECKLIST

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

Encroachments shall be in accordance with:

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

Application

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

Evidence of Adjacent Property Ownership & Parcel Land Description

Required for all Encroachment Permit Applications

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

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

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

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

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

GENERAL

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

PLAN VIEW

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

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

City and County of Denver Department of Transportation & Infrastructure

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

www.denvergov.org/doti

Phone: 720-913-3003



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

ELEVATION OR CROSS-SECTION VIEWS

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

DETAIL SHEET(S)

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

STRUCTURAL PLANS Not Applicable

- Structural plans
- Manufacturers certification

ADDITIONAL REQUIRED MATERIAL(S) Not Applicable

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

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

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

Fees:

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

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

Attestation:

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

SIGNATURE: Thomas Zingaro DATE: _____
 PRINT NAME: _____ EMAIL: _____
 COMPANY: _____ PHONE: _____
Heidi Schroeder

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

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

EXHIBIT ALAND DESCRIPTION
SHEET 1 OF 2

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE 30 FOOT WIDE EAST–WEST PUBLIC RIGHT OF WAY (ALLEY) IN BLOCK 14, DOUGAN BROTHERS SUBDIVISION OF BLOCK 14, POTTER HIGHLANDS, LYING NORTH OF LOTS 11 THRU 13, LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 11, BLOCK 14, DOUGAN BROTHERS SUBDIVISION OF BLOCK 14, POTTER HIGHLANDS;
THENCE ALONG THE NORTH LINE SAID LOT 11, SOUTH 89°59'15" EAST A DISTANCE OF 17.40 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00°05'10" WEST A DISTANCE OF 2.53 FEET;
THENCE PARALLEL WITH AND 2.53 FEET NORTH OF THE NORTH LINE LOTS 11 AND 12, SOUTH 89°59'15" EAST A DISTANCE OF 24.25 FEET;
THENCE SOUTH 00°05'10" EAST A DISTANCE OF 2.53 FEET TO A POINT ON SAID NORTH LINE;
THENCE ALONG SAID NORTH LINE, NORTH 89°59'15" WEST A DISTANCE OF 24.25 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF ±61 SQUARE FEET, OR ±0.0014 ACRES



RICHARD B. GABRIEL, P.L.S.
Colorado License No. 37929
For and on behalf of
Power Surveying Company, Inc.



6911 BROADWAY
DENVER, COLORADO 80221

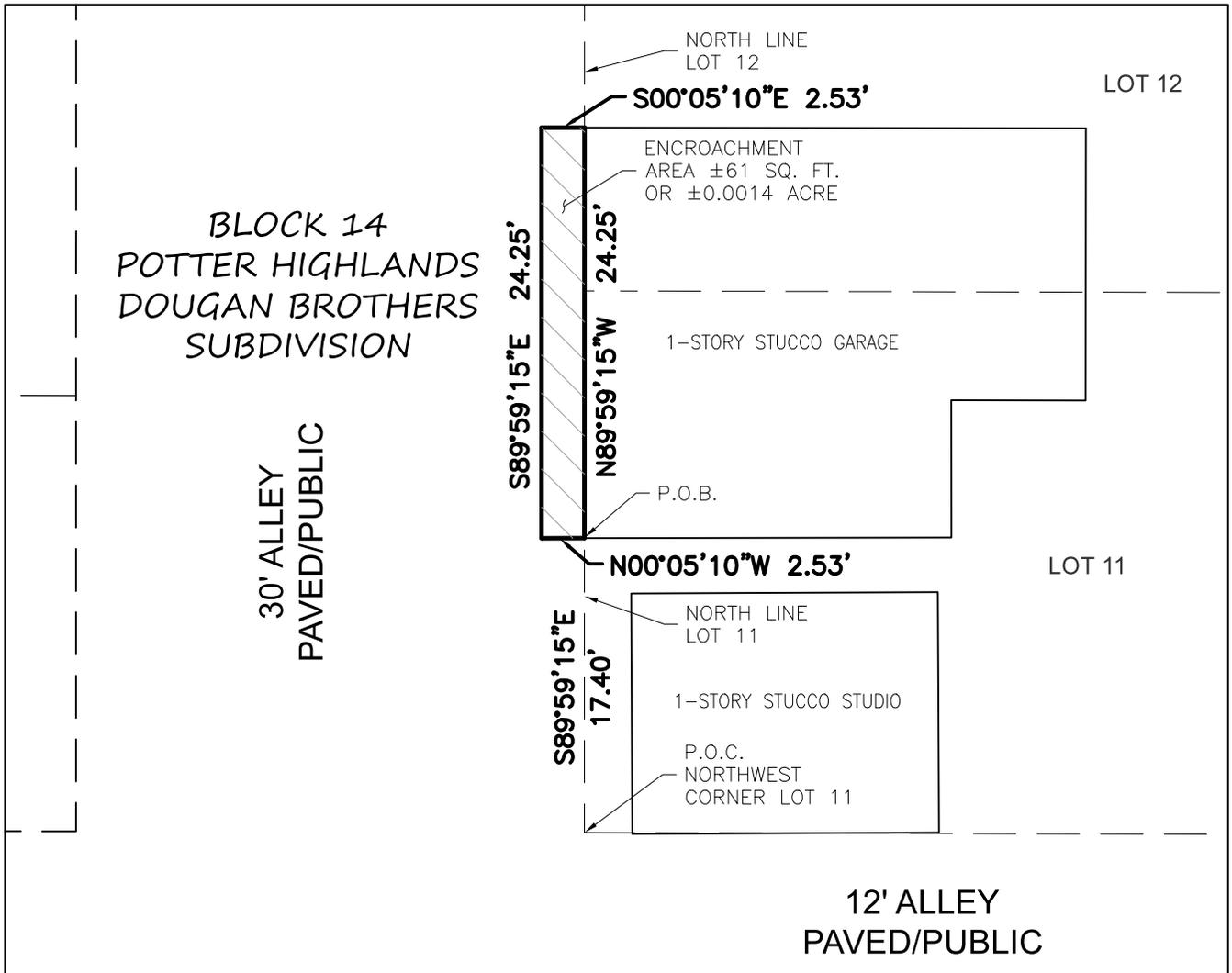
PH 303-702-1617
FAX 303-702-1488
www.powersurveying.com

DRAWING BY: RBG
PROJECT NO. 25-176

DATE: 02/05/2026

EXHIBIT A

EXHIBIT OF LAND DESCRIPTION
SHEET 2 OF 2



LEGEND - LINETYPES & SYMBOLS

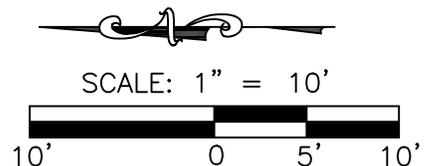
BLOCK/LOT LINE - - - - -

ABBREVIATIONS

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

ENCROACHMENT AREA



POWERTM
Surveying Company, Inc.
Established 1948

6911 BROADWAY
DENVER, COLORADO 80221

PH 303-702-1617
FAX 303-702-1488
www.powersurveying.com

DRAWING BY: RBG
PROJECT NO. 25-176

DATE: 02/05/2026

CANYON TITLE COMPANY, LLC
1127 Auraria Parkway, 101, Denver, CO 80204

Order Number: CT-506130

Property: 2535 West 35th Avenue, Denver, CO 80211

Parcel ID: 0229114008000

Escrow Officer:

Escrow Processor:

(303) 831-7575

Seller(s):

Buyer(s)/Borrower(s):

Elizabeth Heidi Kealey
Thomas J. Zingaro

TBD

Listing Agent:

Selling Agent:

Lender (if applicable):

Mortgage Broker (if applicable):

BEWARE OF WIRE FRAUD!

Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated! ALWAYS independently confirm wiring instructions in person or via phone to a trusted and verified phone number. NEVER wire money without double checking that the wiring instructions are correct. We will ALWAYS send wiring instructions securely and will never ask you to send your wire before closing.



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
Canyon Title Company, LLC

Denver, CO 80204



Frederick H. Eppinger, President and CEO

David Hisey, Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: CT-506130

ALTA Commitment for Title Insurance (07-01-2021)

Page 2 of 25

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: CT-506130

ALTA Commitment for Title Insurance (07-01-2021)

Page 3 of 25



5. LIMITATIONS OF LIABILITY

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

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: CT-506130
ALTA Commitment for Title Insurance (07-01-2021)
Page 4 of 25



10. CLASS ACTION

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

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: CT-506130

ALTA Commitment for Title Insurance (07-01-2021)

Page 5 of 25



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Canyon Title Company, LLC
Issuing Office: 1127 Auraria Parkway, 101
Denver, CO 80204
Issuing Office's ALTA® Registry ID: 1075984
Loan ID Number:
Commitment Number: CT-506130
Issuing Office File Number: CT-506130
Property Address: 2535 West 35th Avenue, Denver, CO 80211
Revision Number:

1. **Commitment Date:** January 16, 2026 at 8:00 AM

2. Policy to be issued:	Proposed Amount of Insurance
(a) 2021 ALTA Owner's Policy Proposed Insured: TBD	\$0
(b) 2021 ALTA Loan Policy Proposed Insured:	\$

3. **The estate or interest in the Land at the Commitment Date is:**
fee simple

4. **The Title is, at the Commitment Date, vested in:**
[Heidi Elizabeth Schroeder who acquired title as Elizabeth Heidi Kealey and Thomas J. Zingaro](#)

5. **The Land is described as follows:**
See Exhibit "A" Attached Hereto.

CANYON TITLE COMPANY, LLC

Authorized Countersignature

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: CT-506130

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 6 of 25



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

	Premium
(a) 2021 ALTA Owner's Policy	\$0.00
(b) 2021 ALTA Loan Policy	\$0.00
Total Premium:	\$0.00
Tax Certificate	\$25.00

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: CT-506130

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 7 of 25



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: CT-506130

Lot 11 and the West 12 1/2 feet of Lot 12, [Dougan Brothers Subdivision of Block 14, Potter Highlands](#), City and County of Denver, State of Colorado

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: CT-506130

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 8 of 25



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: CT-506130

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. NOTE: Exception(s) 1-4 will be removed from Lender policy(ies) with endorsement 110.1.
3. Pay the agreed amount for the estate or interest to be insured.
4. Pay the premiums, fees, and charges for the Policy to the Company.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, C.R.S. §10-11-122).
7. Evidence that all assessments for common expenses, if any, have been paid.
8. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
9. Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein for the benefit of the Proposed Insured, Schedule A, Item 2(a) or 2(b)

NOTE: THIS IS AN INFORMATIONAL COMMITMENT ONLY. LIABILITY IS LIMITED TO THE AMOUNT PAID FOR THIS COMMITMENT.

24 MONTH CHAIN OF TITLE: No items in the past 24 months.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: CT-506130

ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 9 of 25



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: CT-506130

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 by making inquiry of the persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

NOTE: Exception number 5 will be removed from the policy provided the company conducts the closing and is responsible for recording the documents.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any and all unpaid taxes, assessments and unredeemed tax sales.
8. All existing roads, highways, ditches, utilities, reservoirs, canals, pipelines, power, telephone, or water lines, railroads and rights of way and easements therefore.
9. All Restrictions, Covenants, Declarations, Conditions and Mineral Reservations of record, if any.
10. Easements, Notes, Terms, Conditions, Provisions, Restrictions, Covenants, Agreements and Obligations, if any, as contained on the plat of said subdivision recorded August 8, 1910 in [Book 17 at Page 8B](#) .
11. Deed of Trust from Elizabeth Heidi Kealey and Thomas J. Zingaro, to the Public Trustee of Denver County, for the benefit of PennyMac Loan Services LLC, securing an original principal indebtedness of \$364,000.00, and any other amounts and/or obligations dated November 23, 2020, recorded December 2, 2020 at Reception No. [2020201273](#) .

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: CT-506130

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 10 of 25



12. Deed of Trust from Elizabeth Heidi Kealey and Thomas J. Zingaro, to the Public Trustee of Denver County, for the benefit of Canvas Credit Union, securing an original principal indebtedness of \$100,000.00, and any other amounts and/or obligations dated April 2, 2022, recorded June 28, 2022 at Reception No. [2022085877](#) .

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

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

File No.: CT-506130

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 11 of 25



DISCLOSURES

File No.: CT-506130

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Canyon Title Company, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

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

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ·request insurance-related services ·provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

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

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

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

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed

mechanic's and material-men's liens.

- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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

NOTE: Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request.

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

NOTICE OF PRIVACY POLICY

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with an unaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of the company.

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from our affiliates or others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) The mortgage, if any, required under Schedule B - Section 1, Item (b); (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; and (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

**STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE**

Updated: August 24, 2023

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "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 your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

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

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

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

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

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

F. Geolocation data

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

Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)

Directly and indirectly from activity on Stewart’s website or other applications.

From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

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

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.

- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

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

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

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

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

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

i. Access to Specific Information and Data Portability Rights

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

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

ii. Deletion Request Rights

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

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

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

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

iii. Opt-Out of Information Sharing and Selling

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

iv. Correction of Inaccurate Information

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

v. Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <http://stewart.com/ccpa>.

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

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

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

Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

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

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

Response Timing and Format

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

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

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

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

Non-Discrimination

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

Deny you goods or services.

Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

Provide you a different level or quality of goods or services.

Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

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

Changes to This CCPA Notice

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

Link to Privacy Notice

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

Contact Information

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

FACTS	WHAT DOES THE COMPANY DO WITH YOUR PERSONAL INFORMATION?	
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do	
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ■ Social Security number and ■ Account Numbers and information ■ Personal identifying information When you are no longer our customer, we continue to share your information as described in this notice.	
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons the Title Company chooses to share; and whether you can limit this sharing	
	Reasons we can share your personal information	Does the Title Company Share? Can you limit this sharing?
	For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes No
	For our marketing purposes— to offer our products and services to you	No No
	For joint marketing with other financial companies	No No
	For our affiliates' everyday business purposes- information about your transactions and experiences	Yes No
	For our affiliates' everyday business purposes- information about your creditworthiness	No No
	For our affiliates to market to you	No No
	For nonaffiliates to market to you	No No
How does the company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
How does the company collect my personal information?	We collect your personal information, for example, when you Open a new escrow or title order, or Provide loan payoff information, or Provide documentation for identification reasons We also collect personal information from others, such as your lenders, bank and other companies and representatives	
Why can't I limit all sharing?	Federal law gives you the right to limit only Sharing for affiliates' everyday business purposes-information about your creditworthiness Affiliates from using your information to market to you Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing – WE DO NOT SHARE YOUR INFORMATION TO MARKETERS OR MARKETING COMPANIES	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.	
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.	

BEWARE OF WIRE FRAUD! *Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated!* **ALWAYS** independently confirm wiring instructions in person or via phone to a trusted and verified phone number. **NEVER** wire money without double checking that the wiring instructions are correct. We will **ALWAYS** send wiring instructions securely and will never ask you to send your wire before closing.



DID YOU KNOW?

WIRE FRAUD COSTS BETWEEN \$30 AND \$50 BILLION PER YEAR, AND THE AVERAGE LOSS IS \$65,000 PER INSTANCE.

WIRE FRAUD: THE THREAT IS REAL!

Buying a home is an exciting time. You've saved, found the perfect home, and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls, and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information or by simply clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, title companies, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

WHAT CAN I DO TO PROTECT MYSELF?

Despite efforts by the Title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

- Call, don't email:** Confirm all wiring instructions by phone before transferring funds. Use the phone number provided on the title company's website or a business card.
- Be Suspicious:** It's not common for title companies to change wiring instructions payment info.
- Confirm it all:** Ask your bank to confirm not just the account number but also the name on the account before sending a wire.
- Verify Immediately:** You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money.
- Forward, don't reply:** When responding to an email, hit forward instead of reply, and then start typing in the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in the email address, you will make it easier to discover if a fraudster is after you.

BEWARE OF WIRE FRAUD! *Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated!* **ALWAYS** independently confirm wiring instructions in person or via phone to a trusted and verified phone number. **NEVER** wire money without double checking that the wiring instructions are correct. We will **ALWAYS** send wiring instructions securely and will never ask you to send your wire before closing.

Tier III - 2535 W 35th Ave Garage

02/05/2026

Master ID: 2025-PROJMSTR-0000533 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000164 **Review Phase:**
Location: 2535 W 35th Ave **Review End Date:** 01/20/2026

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

Reviewing Agency: DS Transportation Review Review Status: Approved

Reviewers Name: Winton Brazil
Reviewers Email: Winton.Brazil@denvergov.org

Status Date: 01/20/2026
Status: Approved
Comments:

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

Status Date: 01/21/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review Review Status: Approved

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

Status Date: 02/05/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000164 - Tier III - 2535 W 35th Ave Garage
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_2025Encroach164_SitePlan-001.pdf

Attachment: b_2025Encroach164_VestingDeed-001.pdf

Attachment: c_2025Encroach164_TitleCommitment-001.pdf

Attachment: d_2025Encroach164_DeedDesc-001.docx

Attachment: e_2025Encroach164_Desc and Illus-002.pdf

Comment Report

Tier III - 2535 W 35th Ave Garage

02/05/2026

Master ID: 2025-PROJMSTR-0000533 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000164 **Review Phase:**
Location: 2535 W 35th Ave **Review End Date:** 01/20/2026

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

Attachment: f_2025Encroach164_Desc-002.docx

Status Date: 01/20/2026
Status: Denied
Comments: Survey comments/redlines are in the project REDLINES folder (REDLINES- Survey- Savich.pdf)

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

Reviewers Name: Brenden Marron
Reviewers Email: Brenden.Marron@denvergov.org

Status Date: 01/20/2026
Status: Approved
Comments: No objection to Tier III encroachment on behalf of Wastewater

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

Status Date: 01/21/2026
Status: Approved - No Response
Comments:

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

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

Status Date: 01/21/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000164 - Tier III - 2535 W 35th Ave Garage
Reviewing Agency/Company: ER Transportation
Reviewers Name: Kelsey Kijowski
Reviewers Phone: 720-913-8834
Reviewers Email: kelsey.kijowski@denvergov.org
Approval Status: Approved

Comments:

Status Date: 01/14/2026
Status: Denied
Comments: 1. Encroachments of this nature are generally not permitted within alley ROW. However, we are not objecting to the garage because it is existing, and the 30' alley ROW exceeds minimum CCD Transportation standards, with the drivable pavement exceeds the minimum 16-foot standard alley width. Please note: if any portion of the structure were to be significantly redesigned or modified (other than standard maintenance and repair) the garage will need to be removed from the alley ROW and placed fully on private property at that time.

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

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

Comment Report

Tier III - 2535 W 35th Ave Garage

02/05/2026

Master ID: 2025-PROJMSTR-0000533 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000164 **Review Phase:**
Location: 2535 W 35th Ave **Review End Date:** 01/20/2026

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

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

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

Status Date: 01/21/2026
Status: Approved - No Response
Comments:

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

Status Date: 01/21/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000164 - Tier III - 2535 W 35th Ave Garage
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy
Reviewers Name: Donna George Donna George
Reviewers Phone: 3035713306
Reviewers Email: Donna.L.George@xcelenergy.com
Approval Status: Approved

Comments:

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

Status Date: 01/21/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000164 - Tier III - 2535 W 35th Ave Garage
Reviewing Agency/Company: RTD
Reviewers Name: clayton woodruff
Reviewers Phone: 3032992943
Reviewers Email: Clayton.Woodruff@RTD-Denver.com
Approval Status: Approved

Comments:

Project Name: 2025-ENCROACHMENT-0000164 - Tier III - 2535 W 35th Ave Garage -
2025-ENCROACHMENT-0000164 - Tier III - 2535 W 35th Ave Garage

- 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

Comment Report

Tier III - 2535 W 35th Ave Garage

02/05/2026

Master ID: 2025-PROJMSTR-0000533 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000164 **Review Phase:**
Location: 2535 W 35th Ave **Review End Date:** 01/20/2026

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

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

Reviewing Agency: Comcast Referral Review Status: Approved

Status Date: 01/21/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000164 - Tier III - 2535 W 35th Ave Garage
Reviewing Agency/Company: Comcast
Reviewers Name: Miguel Flores
Reviewers Phone: 7204130113
Reviewers Email: miguel_flores@comcast.com
Approval Status: Approved

Comments:

Reviewing Agency: Metro Wastewater Referral Review Status: Approved

Status Date: 01/21/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000164 - Tier III - 2535 W 35th Ave Garage
Reviewing Agency/Company: Metro Water Recovery
Reviewers Name: Kevin Boch
Reviewers Phone: 7205201516
Reviewers Email: kboch@MetroWaterRecovery.com
Approval Status: Approved

Comments:

na

Status Date: 01/21/2026
Status: Approved - No Response
Comments:

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

Status Date: 01/21/2026
Status: Approved - No Response
Comments:

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

Status Date: 01/21/2026
Status: Approved - No Response
Comments:

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

Comment Report

Tier III - 2535 W 35th Ave Garage

02/05/2026

Master ID: 2025-PROJMSTR-0000533 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000164 **Review Phase:**
Location: 2535 W 35th Ave **Review End Date:** 01/20/2026

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

Status Date: 01/21/2026
Status: Approved - No Response
Comments:

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

Reviewers Name: Kathryn Spritzer
Reviewers Email: Kathryn.spritzer@denvergov.org

Status Date: 01/02/2026
Status: Approved
Comments:

Reviewing Agency: Denver Fire Department Review **Review Status:** Approved

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

Status Date: 01/20/2026
Status: Approved
Comments:

Reviewing Agency: Denver Water Referral **Review Status:** Approved

Status Date: 01/21/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000164 - Tier III - 2535 W 35th Ave Garage
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 303-628-6302
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:

Reviewing Agency: Parks and Recreation Review **Review Status:** Approved - No Response

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

Status Date: 01/21/2026
Status: Approved - No Response
Comments:

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

Status Date: 01/21/2026
Status: Approved - No Response
Comments:

Comment Report

Tier III - 2535 W 35th Ave Garage

02/05/2026

Master ID: 2025-PROJMSTR-0000533 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000164 **Review Phase:**
Location: 2535 W 35th Ave **Review End Date:** 01/20/2026

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

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

Reviewers Name: Juan Pasillas
Reviewers Email: Juan.pasillas@denvergov.org
Status Date: 01/20/2026
Status: Approved
Comments:

Reviewing Agency: Construction Engineering Review Review Status: Approved

Reviewers Name: Porames Saejiw
Reviewers Email: Joe.Saejiw@denvergov.org
Status Date: 01/13/2026
Status: Approved
Comments:

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

Reviewers Name: Eric Stein
Reviewers Email: Eric.Stein@denvergov.org
Status Date: 01/21/2026
Status: Approved - No Response
Comments:

Reviewing Agency: City Forester Review Review Status: Approved

Reviewers Name: Eric Huetig
Reviewers Email: Eric.Huetig@denvergov.org
Status Date: 01/20/2026
Status: Approved
Comments: 2025-ENCROACHMENT-0000164 - 2535 W 35th
OCF Comments 1-20-26
1. Encroachment is approved as no existing ROW trees are affected.

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

Status Date: 01/05/2026
Status: Approved - No Response
Comments:

Reviewing Agency: CDOT Referral Review Status: Approved

Status Date: 01/21/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000164 - Tier III - 2535 W 35th Ave Garage
Reviewing Agency/Company: cdot
Reviewers Name: Michelle White

Comment Report

Tier III - 2535 W 35th Ave Garage

02/05/2026

Master ID: 2025-PROJMSTR-0000533 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000164 **Review Phase:**
Location: 2535 W 35th Ave **Review End Date:** 01/20/2026

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

Reviewers Phone: 303-512-4218
Reviewers Email: michelle.m.white@state.co.us
Approval Status: Approved

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

Reviewing Agency: Environmental Health Referral Review Status: Approved

Reviewers Name: Lori Ann Phillips
Reviewers Email: Loriann.phillips@denvergov.org
Status Date: 01/12/2026
Status: Approved
Comments:

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

Reviewers Name: Shari Bills
Reviewers Email: Shari.Bills@denvergov.org
Status Date: 01/21/2026
Status: Approved - No Response
Comments: