


REQUEST FOR RESOLUTION FOR A TIER III ENCROACHMENT PERMIT

TO: Katie Ehlers, City Attorney’s Office

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

PROJECT NO.: 2024-ENCROACHMENT-0000002

DATE: April 10, 2025

SUBJECT: Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to 1618 E. 38TH AVE LLC, their successors and assigns, to encroach into the right-of-way with the existing enclosed porch, roof overhang, and buttresses at 1618 East 38th Avenue.

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

This office has investigated the request from Ryan Goold of Sopher Sparn Architects LLC dated January 8, 2024, on behalf of 1618 E. 38TH AVE LLC for the granting of the above subject permit.

This matter has been checked by this office and has been coordinated with DOTI ROWS DES Transportation; CPD DS Project Review Coordinator; DOTI ROWS Survey; DOTI ROWS DES Wastewater; City Council District #9; CenturyLink/Lumen; Xcel Energy; Regional Transportation District; Comcast; Metro Water Recovery; DOTI Street Maintenance; Office of Emergency Management; CPD Building Department; DOF Real Estate; Denver Fire Department; Denver Water; Parks & Recreation; DOTI Policy & Planning; Office of Disability Rights; DOTI ROWS Construction Engineering; DOTI TES Sign & Stripe; City Forester; Historic Preservation/Landmark; Colorado Department of Transportation;, all of whom have indicated no objection for the proposed encroachment.

As a result of the investigations, it has been determined that there is no objection to the granting of the revocable permit.

Therefore, you are requested to initiate Council action for the granting of a revocable permit, subject to certain terms and conditions, to 1618 E. 38TH AVE LLC, their successors and assigns, to encroach into the right-of-way with the existing enclosed porch, roof overhang, and buttresses at 1618 East 38th Avenue.

INSERT ENCROACHMENT AREA LEGAL DESCRIPTION ROW 2024-ENCROACHMENT-0000002-002, 2024-ENCROACHMENT-0000002-003, 2024-ENCROACHMENT-0000002-004 HERE

And benefitting the following described parcel of property:

INSERT PARCEL LEGAL DESCRIPTION ROW 2024-ENCROACHMENT-0000002-001 HERE

STANDARD PROVISIONS

The revocable permit (“Permit”) granted by this Resolution is expressly granted upon and subject to each and all of the following terms and conditions (terms not defined herein are defined in the Rules and Regulations Governing Encroachments & Encumbrances in the Public Right of Way):

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

(a) Permittee shall obtain a street occupancy permit, street cut permit, and/or ROW construction permit from the City's Department of Transportation and Infrastructure ("DOTI") Permit Operations through www.denvergov.org/dotipermits prior to commencing construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) All Encroachment(s) in Amenity Zones containing existing Public Trees and/or with the potential to impact tree roots or tree canopy must be pre-approved by the Office of the City Forester (OCF), by contacting them at forestry@denvergov.org or 720-913-0651. Encroachment(s) cannot be attached to or damage any Public Tree, and any damage shall be reported to the OCF immediately for mitigation. All trenching, excavation and grading activities within the Dripline of any Public Tree must be pre-approved by the OCF. City permits are

required for the planting or removal of any Public Trees and can be obtained by emailing forestry@denvergov.org.

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

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

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

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

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

SPECIAL CONDITIONS FOR THIS PERMIT

(a) None

A map of the area is attached hereto.

GB: sb

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

Property Owner:
Nathan Beal
1618 E. 38TH AVE LLC
1618 E. 38th Ave.
Denver, CO 80220

Agent:
Ryan Goold
Sopher Sparn Architects LLC
3340 Walnut St.
Denver, CO 80205

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

ORDINANCE/RESOLUTION REQUEST

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

Date of Request: April 10, 2024

Please mark one: Bill Request or Resolution Request

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

Yes No

1. Type of Request:

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

Dedication/Vacation Appropriation/Supplemental DRMC Change

Other: Tier III Encroachment Resolution

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

Approves a request for a Resolution granting a revocable permit, subject to certain terms and conditions, to 1618 E. 38TH AVE LLC, their successors and assigns, to encroach into the right-of-way with the existing enclosed porch, roof overhang, and buttresses at 1618 East 38th Avenue.

3. **Requesting Agency:** DOTI, Right-of-Way Services, Engineering and Regulatory

4. Contact Person:

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

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

Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to 1618 E. 38TH AVE LLC, their successors and assigns, to encroach into the right-of-way with the existing enclosed porch, roof overhang, and buttresses at 1618 East 38th Avenue.

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

7. **City Council District:** Councilperson Watson, District 9

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

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____

Key Contract Terms

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

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

Contract control number (legacy and new):

Location:

Is this a new contract? Yes No Is this an Amendment? Yes No If yes, how many? _____

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

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

<i>Current Contract Amount</i> (A)	<i>Additional Funds</i> (B)	<i>Total Contract Amount</i> (A+B)

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>

Scope of work:

Was this contractor selected by competitive process?

If not, why not?

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

Source of funds:

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

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

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____

Who are the subcontractors to this contract?

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____



RESOLUTION FOR A TIER III ENCROACHMENT EXECUTIVE SUMMARY

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

Application Title: 2024-ENCROACHMENT-0000002 Tier III 1618 E 38th Ave Roof Overhang and Steps

Encroachment Owner: 1618 E. 38TH AVE LLC

Description of Proposed Encroachment: An existing enclosed porch, roof overhang, and buttresses at 1618 East 38th Avenue.

Applicant's explanation of why the Public Right-of-Way must be utilized for their private improvement:

The existing encroachments are part of the existing landmark structure and are being documented and permitted for compliance. The structure is being renovated and repaired, including the existing entry and roofs, and is not creating any additional private improvements in the right-of-way. Removing the existing encroachments would not retain the character of the existing structure per landmark.

Annual Fees: \$200.00 per year

Location Map: Please see next page

City and County of Denver Department of Transportation & Infrastructure
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201 W Colfax Ave, Dept 507 | Denver, CO 80202
www.denvergov.org/rowplanreview
Phone: (720) 865-3003

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



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Phone: (720) 865-3003

EXHIBIT A
LEGAL DESCRIPTION
SHEET 1 OF 3

2024-ENCROACHMENT-000002-002

TWO PARCELS OF LAND LYING WITHIN THE WEST SIDE OF THAT 16-FOOT ALLEY ADJACENT TO LOT 1, BLOCK 12, PROVIDENT PARK, A SUBDIVISION PLAT RECORDED IN BOOK 3, PAGE 29 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE 20 FOOT RANGE LINE FOR THE NORTH LINE OF BLOCK 12, PROVIDENT PARK, BEING ASSUMED TO BEAR N 89°49'41" W, FROM THE RANGE POINT IN THE INTERSECTION OF EAST 38TH AVENUE AND GILPIN STREET, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, STAMPED "PLS 38284" IN A RANGE BOX, TO THE RANGE POINT IN THE INTERSECTION OF EAST 38TH AVENUE AND FRANKLIN STREET, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, STAMPED "PLS 38284" IN A RANGE BOX, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

PARCEL A:

COMMENCING AT SAID RANGE POINT IN THE INTERSECTION OF EAST 38TH AVENUE AND GILPIN STREET, THENCE S 70° 38' 20" W, A DISTANCE OF 172.78 FEET TO A POINT ON THE EAST LINE OF LOT 1, BLOCK 12, SAID PROVIDENT PARK AND THE POINT OF BEGINNING OF PARCEL A;
THENCE S 89° 49' 45" E, A DISTANCE OF 1.17 FEET;
THENCE S 00° 10' 15" W, A DISTANCE OF 1.20 FEET;
THENCE N 89° 49' 45" W, A DISTANCE OF 1.17 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1;
THENCE N 00° 10' 15" E, ALONG THE EAST LINE SAID LOT 1, A DISTANCE OF 1.20 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1 SQUARE FEET OR 0.00002 ACRES, MORE OR LESS.



3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.COM

EXHIBIT A
LEGAL DESCRIPTION
SHEET 2 OF 3

PARCEL B:

2024-ENCROACHMENT-0000002-002

COMMENCING AT SAID RANGE POINT IN THE INTERSECTION OF EAST 38TH AVENUE AND GILPIN STREET,
THENCE S 67° 52' 35" W, A DISTANCE OF 175.99 FEET TO A POINT ON THE EAST LINE OF LOT 1, BLOCK
12, SAID PROVIDENT PARK AND THE POINT OF BEGINNING OF PARCEL B;
THENCE S 89° 49' 45" E, A DISTANCE OF 1.19 FEET;
THENCE S 00° 10' 15" W, A DISTANCE OF 1.20 FEET;
THENCE N 89° 49' 45" W, A DISTANCE OF 1.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1;
THENCE N 00° 10' 15" E, ALONG SAID EAST LINE A DISTANCE OF 1.20 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1 SQUARE FEET OR 0.00002 ACRES, MORE OR LESS.

PREPARED BY JEFFREY C. ANTON
COLORADO P.L.S. NO. 38818
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.
3473 S. BROADWAY
ENGLEWOOD, CO 80113
303-703-4444



**EXHIBIT A
ILLUSTRATION
SHEET 3 OF 3**

2024-ENCROACHMENT-0000002-002

POINT OF COMMENCEMENT
FOUND #5 REBAR WITH 2"
DIAMETER ALUMINUM CAP,
IN RANGE BOX
STAMPED "PLS 38284"

EAST 38TH AVENUE
60' PUBLIC RIGHT-OF-WAY

BASIS OF BEARINGS N 89°49'41" W

20' RANGELINE

FOUND #5 REBAR WITH 2"
DIAMETER ALUMINUM CAP,
IN RANGE BOX
STAMPED "PLS 38284"

N. FRANKLIN STREET
WEST 125'

LOT 1
BLOCK 12
PROVIDENT PARK
BOOK 3, PAGE 29

LOT 20
BLOCK 12
PROVIDENT PARK
BOOK 3, PAGE 29

POINT OF
BEGINNING
PARCEL A

SUBJECT PARCEL A
1 S.F.
±0.00002 AC

POINT OF
BEGINNING
PARCEL B

SUBJECT PARCEL B
1 S.F.
±0.00002 AC

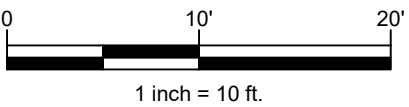
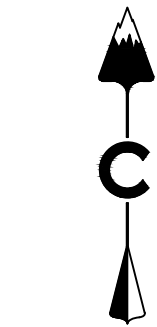
S 70°38'20" W
172.78'
(TIE)

S 67°52'35" W
175.99'
(TIE)

16' ALLEY

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S89°49'45"E	1.17'
L2	S0°10'15"W	1.20'
L3	N89°49'45"W	1.17'
L4	N0°10'15"E	1.20'
L5	S89°49'45"E	1.19'
L6	S0°10'15"W	1.20'
L7	N89°49'45"W	1.19'
L8	N0°10'15"E	1.20'



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

PROJECT: 21-175
DATE: 03/31/25
DR: SHR
QA: JCA

CORE CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

ILLUSTRATION
SECTION 23, T3S, R68W, 6TH P.M.
CITY & COUNTY OF DENVER, COLORADO

EXHIBIT A
LEGAL DESCRIPTION
SHEET 1 OF 2

2024-ENCROACHMENT-0000002-003

A PARCEL OF LAND LYING WITHIN THE WEST SIDE OF THAT 16-FOOT ALLEY ADJACENT TO LOT 1, BLOCK 12, PROVIDENT PARK, A SUBDIVISION PLAT RECORDED IN BOOK 3, PAGE 29, IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE 20.0' RANGE LINE FOR THE NORTH LINE OF BLOCK 12, PROVIDENT PARK, BEING ASSUMED TO BEAR N 89°49'41" W, FROM THE RANGE POINT IN THE INTERSECTION OF EAST 38TH AVENUE AND GILPIN STREET, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, STAMPED "PLS 38284" IN A RANGE BOX, TO THE RANGE POINT IN THE INTERSECTION OF EAST 38TH AVENUE AND FRANKLIN STREET, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, STAMPED "PLS 38284" IN A RANGE BOX, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID RANGE POINT IN THE INTERSECTION OF EAST 38TH AVENUE AND GILPIN STREET, THENCE S 75° 27' 45" W, A DISTANCE OF 168.44 FEET TO A POINT ON THE EAST LINE OF LOT 1, BLOCK 12, SAID PROVIDENT PARK AND THE POINT OF BEGINNING.

THENCE S 89° 49' 45" E, A DISTANCE OF 2.00 FEET;
THENCE S 00° 10' 15" W, ALONG A LINE BEING 2.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 12, SAID PROVIDENT PARK, A DISTANCE OF 39.70 FEET;
THENCE N 89° 49' 45" W, A DISTANCE OF 2.00 FEET TO A POINT ON THE EAST LINE OF LOT 2, BLOCK 12, SAID PROVIDENT PARK;
THENCE N 00° 10' 15" E, ALONG SAID EAST LINES OF SAID LOTS 1 AND 2, A DISTANCE OF 39.70 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 79 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

PREPARED BY JEFFREY C. ANTON
COLORADO P.L.S. NO. 38818
FOR AND ON BAHALF OF
CORE CONSULTANTS, INC.
3473 S. BROADWAY
ENGLEWOOD, CO 80113
303-203-4444



3473 South Broadway
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303.703.4444
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EXHIBIT A

ILLUSTRATION
SHEET 2 OF 2

2024-ENCROACHMENT-0000002-003

POINT OF COMMENCEMENT
FOUND #5 REBAR WITH 2"
DIAMETER ALUMINUM CAP, IN
RANGE BOX
STAMPED "PLS 38284"

EAST 38TH AVENUE
60' PUBLIC RIGHT-OF-WAY

BASIS OF BEARINGS N 89°49'41"W

20' RANGELINE

POINT OF BEGINNING

FOUND #5 REBAR WITH 2"
DIAMETER ALUMINUM CAP, IN
RANGE BOX
STAMPED "PLS 38284"

FRANKLIN STREET
WEST 125'

S 75°27'45" W
168.44'
(TIE)

S 89°49'45" E
2.00'

SUBJECT PARCEL
79 S.F.
±0.002 AC

LOT 1
BLOCK 12
PROVIDENT PARK
BOOK 3, PAGE 29

LOT 20
BLOCK 12
PROVIDENT PARK
BOOK 3, PAGE 29

N1/2 LOT 2

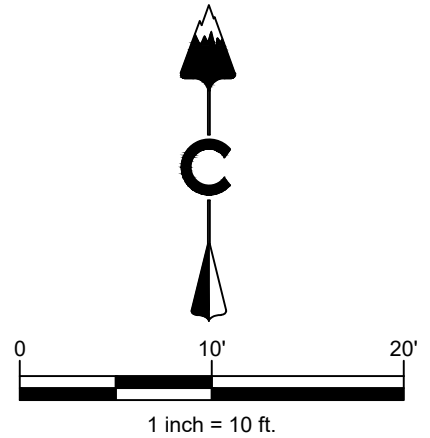
N 0°10'15" E 39.70'

S 0°10'15" W 39.70'

16' ALLEY

N 89°49'45" W 2.00'

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



PROJECT: 21-175
DATE: 03/25/25
DR: SHR
QA: JCA



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ILLUSTRATION
SECTION 23, T3S, R68W, 6TH P.M.
CITY & COUNTY OF DENVER, COLORADO

EXHIBIT A
LEGAL DESCRIPTION
SHEET 1 OF 2

2024-ENCROACHMENT-0000002-004

A PARCEL OF LAND LYING THE SOUTH SIDE OF THE EAST 38TH AVENUE RIGHT-OF-WAY, ADJACENT TO LOT 1, BLOCK 12, PROVIDENT PARK, A SUBDIVISION PLAT RECORDED IN BOOK 3, PAGE 29 OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE 20-FOOT RANGE LINE FOR THE NORTH LINE OF BLOCK 12, PROVIDENT PARK, BEING ASSUMED TO BEAR N 89°49'41" W, FROM THE RANGE POINT IN THE INTERSECTION OF EAST 38TH AVENUE AND GILPIN STREET, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, STAMPED "PLS 38284" IN A RANGE BOX, TO THE RANGE POINT IN THE INTERSECTION OF EAST 38TH AVENUE AND FRANKLIN STREET, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, STAMPED "PLS 38284" IN A RANGE BOX, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID RANGE POINT IN THE INTERSECTION OF EAST 38TH AVENUE AND GILPIN STREET, THENCE S 77°02'42" W, A DISTANCE OF 176.13 FEET TO A POINT ON THE NORTH LINE OF LOT 1, BLOCK 12, SAID PROVIDENT PARK AND THE POINT OF BEGINNING;
THENCE N 89° 49' 41" W, ALONG SAID NORTH LINE, A DISTANCE OF 10.11 FEET;
THENCE N 00° 10' 19" E, A DISTANCE OF 2.00 FEET;
THENCE S 89° 49' 41" E, ALONG A LINE BEING 2.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF LOT 1, BLOCK 12, PROVIDENT PARK, A DISTANCE OF 10.11 FEET;
THENCE S 00° 10' 19" W, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 20 SQUARE FEET OR 0.0005 ACRES, MORE OR LESS.

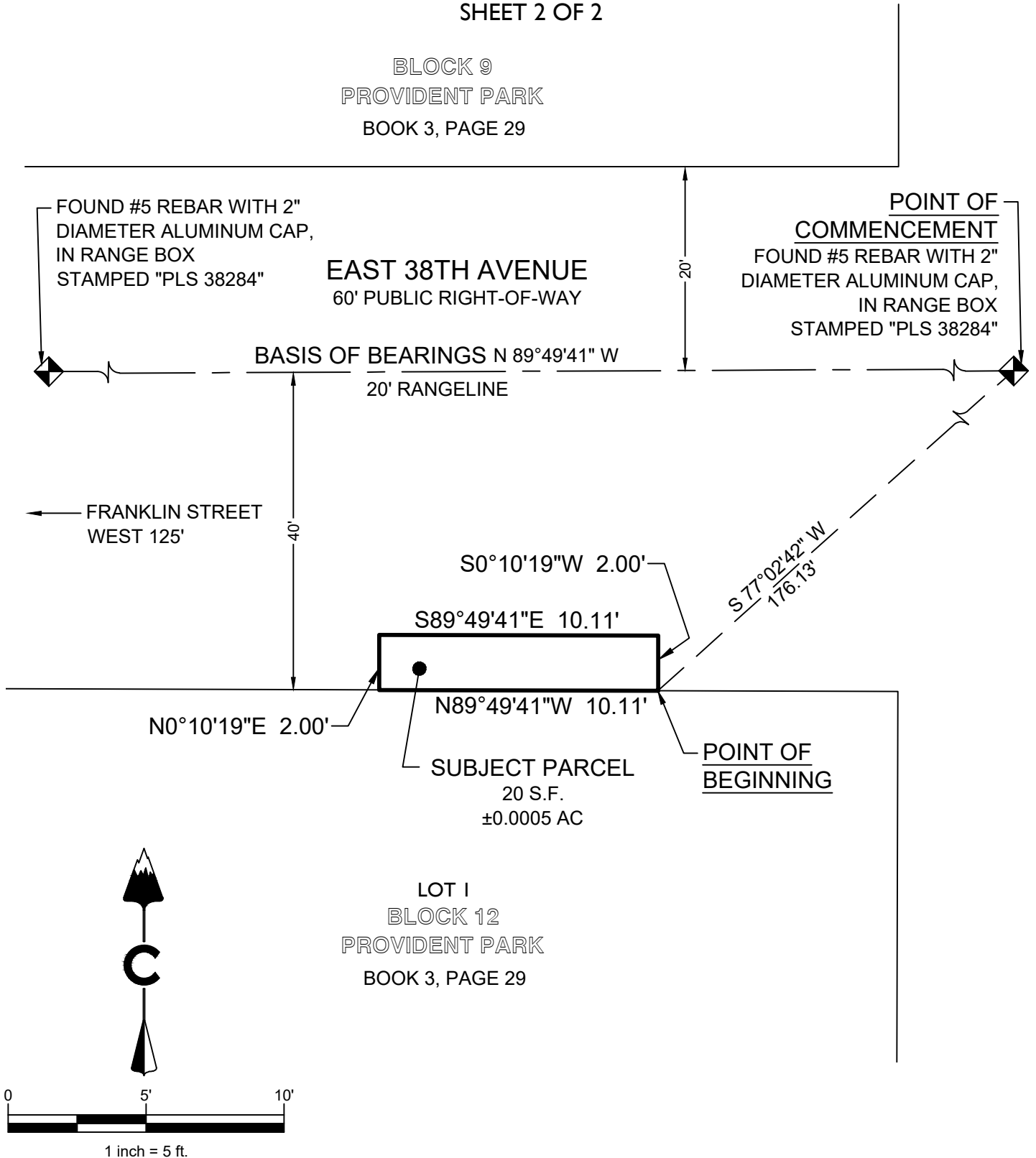
PREPARED BY JEFFREY C. ANTON
COLORADO P.L.S. NO. 38818
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.
3473 S. BROADWAY
ENGLEWOOD, CO 80113
303-703-4444



EXHIBIT A
ILLUSTRATION
SHEET 2 OF 2

2024-ENCROACHMENT-0000002-004

BLOCK 9
PROVIDENT PARK
BOOK 3, PAGE 29



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

PROJECT: 21-175
DATE: 03/25/25
DR: DCB
QA: JCA



CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

ILLUSTRATION
SECTION 23, T3S, R68W, 6TH P.M.
CITY & COUNTY OF DENVER, COLORADO



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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, 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
Equity Title of Colorado

Lakewood, CO 80215



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.

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File No.: 200112-LKWD-DE

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

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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.

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

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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.

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File No.: 200112-LKWD-DE
ALTA Commitment for Title Insurance (07-01-2021)
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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.

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ALTA Commitment for Title Insurance (07-01-2021)
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**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: Equity Title of Colorado
Issuing Office: 710 Kipling Street, Suite 100
Lakewood, CO 80215
Issuing Office's ALTA® Registry ID: 1162981
Loan ID Number:
Commitment Number: 200112-LKWD-DE
Issuing Office File Number: 200112-LKWD-DE
Property Address: 1618 East 38th Avenue, Denver, CO 80205
Revision Number: 2

1. **Commitment Date:** March 5, 2025 at 8:00 AM

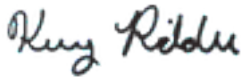
2. Policy to be issued:	Proposed Amount of Insurance
(a) 2021 ALTA Owner's Policy	
Proposed Insured: To Be Determined	\$0

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:**
1618 E. 38TH AVE LLC, a Colorado Limited Liability Company

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

EQUITY TITLE OF COLORADO



Authorized Countersignature

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File No.: 200112-LKWD-DE

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

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 200112-LKWD-DE

Lot 1 and the North 1/2 of Lot 2,
Block 12,
Provident Park,
City and County of Denver,
State of Colorado.

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

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 200112-LKWD-DE

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 make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NO POLICY TO BE ISSUED - FOR INFORMATIONAL PURPOSES ONLY

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

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 200112-LKWD-DE

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 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 of which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easement or claims of easements, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in are, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
7. (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; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Provident Park recorded October 21, 1885, in [Plat Book 3 at Page 29B](#) .

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File No.: 200112-LKWD-DE

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

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DISCLOSURES

File No.: 200112-LKWD-DE

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 Equity Title of Colorado 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.

**Orange Coast Title Family of Companies
PRIVACY POLICY**

We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).

Information about your transactions with us, our Affiliated Companies, or others; and

Information we receive from a consumer reporting agency.

Your California Rights (see attachments) or you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. *Only applies to CA residents*

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will post the updated Privacy Policy on our website and provide the ability to opt out (as required by law) before the new policy becomes effective.

If you have any questions or comments regarding our Privacy Policy you may contact us at our toll free number (866) 241-7373 or email us at dataprivacy@octitle.com.

Privacy Policy Last Revision 12/26/2019
Effective on 1/1/2020

Your California Rights

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act ("CCPA"). All phrases used herein shall have the same meaning as those phrases used under relevant California law, including but not limited to the CCPA.

Right to Know

You have the right to know:

The categories of personal information we have collected about or from you;

The categories of sources from which we collected your personal information;

The business or commercial purpose for collecting or sharing your personal information;
The categories of third parties with whom we have shared your personal information; and
The specific pieces of your personal information we have collected.

Process to Submit a Request. To submit a verified request for this information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by visiting our website <https://www.titleadvantage.com/privacypolicy.htm> or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure your personal information is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right of Deletion

You have a right to request that we delete the personal information we have collected from or about you.

Process to Submit a Request. To submit a verified request to delete your information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by clicking here or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure we do not inadvertently delete your personal information based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out

We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination

You have a right to exercise your rights under the CCPA without suffering discrimination. Accordingly, OC Title & family of Companies will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to dataprivacy@octitle.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Collection Notice

The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected

The categories of personal information we have collected include, but may not be limited to:

real name	telephone number	employment history
signature	passport number	bank account number
alias	driver's license number	credit card number
SSN	state identification card number	debit card number
physical characteristics or description, including protected characteristics	IP address	financial account numbers
under federal or state law	policy number	commercial information
address	file number	professional or employment information

Categories of Sources

Categories of sources from which we've collected personal information include, but may not be limited to:
the consumer directly

- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

Business Purpose for Collection

The business purposes for which we've collected personal information include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

Categories of Third Parties Shared

The categories of third parties with whom we've shared personal information include, but may not be limited to:

- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

Sale Notice

We have not sold the personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the personal information of minors under sixteen years of age without affirmative authorization.

Disclosure Notice

The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated.

real name	employment history
Signature	bank account number
Alias	
SSN	
physical characteristics or description, including protected characteristics under federal or state law	

If you have any questions and/or comments you may contact us:

Call Us at our toll free number (866) 241-7373

Email Us at dataprivacy@octitle.com

- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

Revised on 1/24/2020 / Effective on 1/1/2020

- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number

STG Privacy Notice 1 (Rev 01/26/09) 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 <<Underwriter Name>> and its 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 nonfinancial 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	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. 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 and state 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 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: <<Underwriter Name>>, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**THIS ADDENDUM IS MADE PART OF THE POLICY AND IS PERMANENTLY AFFIXED HERETO
COLORADO ANTI-FRAUD DISCLOSURE
PURSUANT TO C.R.S. 10-1-128 (6)**

"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.

1618 E. 38TH AVE LLC, a Colorado Limited Liability Company

To Be Determined

ENDORSEMENT

Attached to Commitment No. 200112-LKWD-DE

Issued by

Stewart Title Guaranty Company

Order No.: 200112-LKWD-DE

The company hereby assures the Proposed Insured listed in Schedule A, 2(a) or 2(b) of the Commitment as follows:

That according to Public Records, there have been no Deeds, other than the Deed(s) which vest title in the Owner(s) stated in Schedule A of the Commitment conveying the land described in this Commitment within a period of 24 months prior to the commitment date, except as follows:

NONE

This endorsement is made a part of the commitment and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the commitment and any prior endorsements, nor does it extend the effective date of the commitment and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed, and valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Countersigned:



Authorized Signatory

Order No.: 200112-LKWD-DE

Owner's Policy – TBD

\$ 300.00

TOTAL

\$ 300.00

Closing Protection Letter Fee (if applicable) \$25.00