

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: _____
Property Address: _____
Billing Address: _____
Phone: _____ Email: _____

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

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

ENCROACHMENT INFORMATION:

Project Name:	Sloans Lake FSE R
Adjacent Property Address:	3700 West 17th Avenue
Coordinates (Lat/Long):	39°44'38.0"N, 105°02'05.8"W
Encroachment Area, in SF:	394 square feet

Is this project associated with a LAND DEVELOPMENT REVIEW?

Yes ☒ No ☐ If 'Yes', provide Project Master, Site Plan and/or Concept Development Project Numbers:
2024-SDP-0000232 & 2025-SUDP-0000172

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.)

South side of 17th Avenue, 9' south of the south face of curb on 17th Avenue and 59.5' west of the west face of curb on Lowell Avenue and then extending another 35' to the west.

Description of Encroachment:

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

The encroachment is a new ambulance drop-off canopy that is replacing an existing ambulance drop-off canopy.

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.

The existing ambulance drop off canopy does not meet the current standards and thus is being replaced with the new ambulance drop-off canopy.



ATTESTATION:

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

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

ADJACENT PROPERTY

OWNER SIGNATURE:

PRINT NAME:

COMPANY:

R. W. McGruder

Robert W. McGruder

Lowell 17-LLC

DATE:

6-4-25

TITLE:

VP

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:

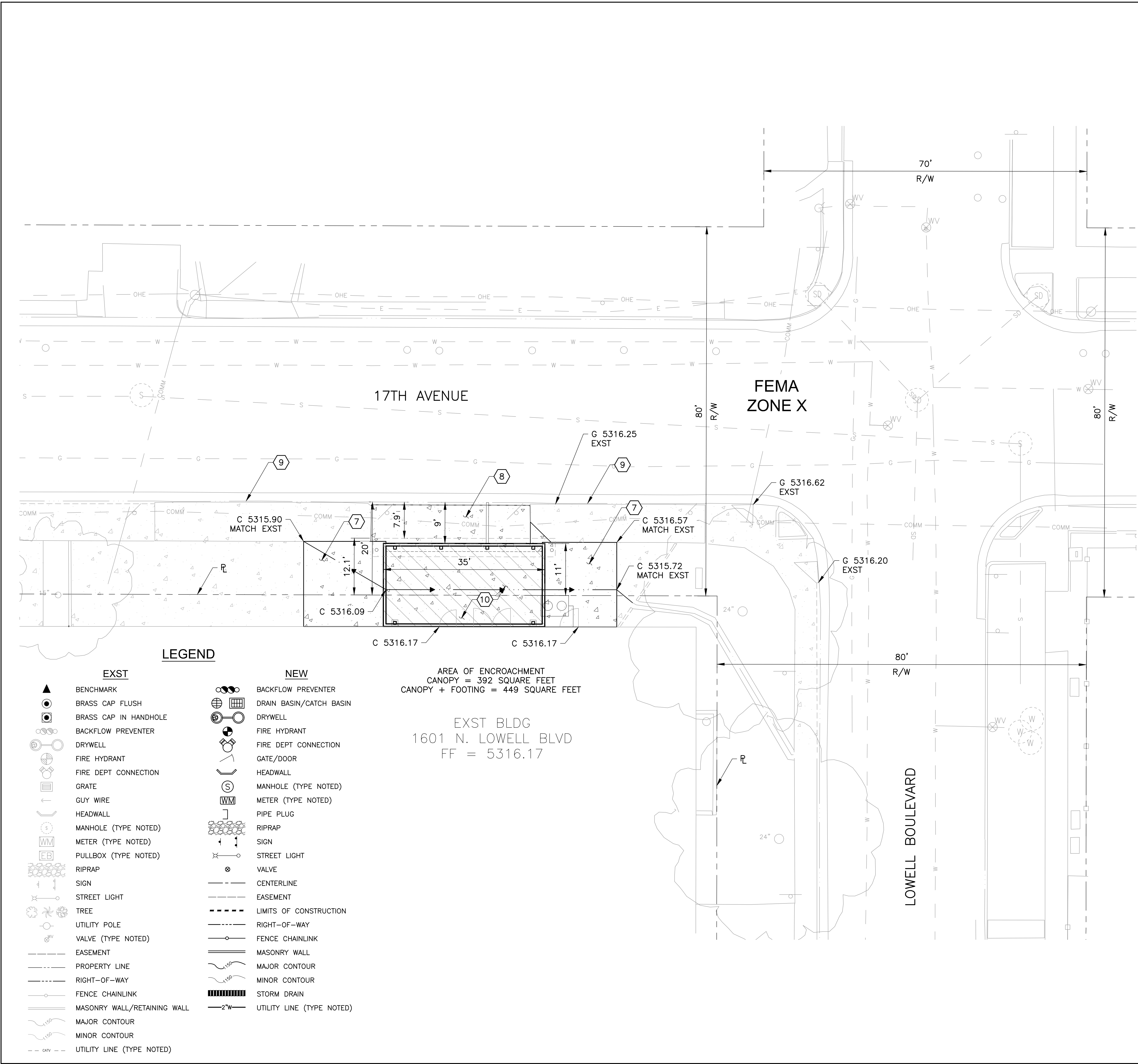
I hereby attest that the above information is incorporated into the Encroachment Application and plan submittal:

SIGNATURE: Robert McGrudder DATE: 6-25-25
PRINT NAME: Robert McGrudder EMAIL: Rob@Lowell17.com
COMPANY: Lowell 17 LLC PHONE: 303-506-7604

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

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Form Date 1/2/2024



26TH AVE
LYNWOOD ST
CULVER ST
ROOSEVELT ST
PERRY ST
WEST COLFAX
CENTRAL AVE
LOWELL BLVD
17TH AVE
16TH AVE
CONEJOS PL

95
31
THIS PROJECT

VICINITY MAP
T3S, R68W, SEC 31, SR 1/4
NTS

REFERENCE NOTES

- 7 CONCRETE PAVEMENT
- 8 CONCRETE SIDEWALK
- 9 DRIVEWAY
- 10 CANOPY

LEGEND

EXIST	NEW
▲ BENCHMARK	⊗ BACKFLOW PREVENTER
● BRASS CAP FLUSH	⊗ DRAIN BASIN/CATCH BASIN
⊗ BRASS CAP IN HANDHOLE	⊗ DRYWELL
⊗ BACKFLOW PREVENTER	⊗ FIRE HYDRANT
⊗ DRYWELL	⊗ FIRE DEPT CONNECTION
⊗ FIRE HYDRANT	⊗ GATE/DOOR
⊗ FIRE DEPT CONNECTION	⊗ HEADWALL
⊗ GRATE	⊗ MANHOLE (TYPE NOTED)
⊗ GUY WIRE	⊗ METER (TYPE NOTED)
⊗ HEADWALL	⊗ PIPE PLUG
⊗ MANHOLE (TYPE NOTED)	⊗ RIPRAP
⊗ METER (TYPE NOTED)	⊗ SIGN
⊗ PULLBOX (TYPE NOTED)	⊗ STREET LIGHT
⊗ RIPRAP	⊗ VALVE
⊗ SIGN	--- CENTERLINE
⊗ STREET LIGHT	--- EASEMENT
⊗ TREE	--- LIMITS OF CONSTRUCTION
⊗ UTILITY POLE	--- RIGHT-OF-WAY
⊗ VALVE (TYPE NOTED)	--- FENCE CHAINLINK
--- EASEMENT	=== MASONRY WALL
--- PROPERTY LINE	--- MAJOR CONTOUR
--- RIGHT-OF-WAY	--- MINOR CONTOUR
--- FENCE CHAINLINK	STORM DRAIN
=== MASONRY WALL/RETAINING WALL	--- 2"W UTILITY LINE (TYPE NOTED)
--- MAJOR CONTOUR	
--- MINOR CONTOUR	
--- CATV --- UTILITY LINE (TYPE NOTED)	

AREA OF ENCROACHMENT
CANOPY = 392 SQUARE FEET
CANOPY + FOOTING = 449 SQUARE FEET

EXIST BLDG
1601 N. LOWELL BLVD
FF = 5316.17

VICINITY MAP
T3S, R68W, SEC 31, SR 1/4
NTS

SCALE: 1"=10'

Devenney GROUP

Devenney Group Ltd., Architects

6900 East Camelback Road
Suite 500
Scottsdale, AZ 85251

T: 602.943.8950

www.devenneygroup.com

Consultant:

DIBBLE

PROFESSIONAL ENGINEER
51672
6/20/25

IF THESE PLANS DO NOT BEAR THE SEAL OF A REGISTRANT, THEY ARE TO BE CONSIDERED "PRELIMINARY" AND ARE NOT TO BE USED FOR CONSTRUCTION OR RECORDING. THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION AS AN "ARCHITECTURAL WORK" UNDER SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED DECEMBER 1990 AND KNOWN AS ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990. THE PROTECTION INCLUDES BUT IS NOT LIMITED TO THE OVERALL FORM AS WELL AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND ELEMENTS OF THE DESIGN. UNDER SUCH PROTECTION, UNAUTHORIZED USE OF THESE PLANS CAN LEGALLY RESULT IN THE CESSATION OF CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY COMPENSATION TO DEVENNEY GROUP LTD.

SLOANS LAKE FSER

1690 MEADE STREET, SUITE 150
DENVER, CO 80204

AUTHORITY HAVING JURISDICTION:
CITY OF DENVER & COLORADO DEPT. OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION & CONTROL

AUTHORITY HAVING JURISDICTION'S PROJECT NO:

FACILITY NUMBER:

AGENCY APPROVALS:

REVISIONS		
REV #	DESCRIPTION	DATE
B	CITY OF DENVER - 2ND REVIEW	2025/03/28

DATE: 2025/06/20
SCALE: As indicated
DRAWN: CN
REVIEWED: KN
JOB NUMBER: 130.24

ENCROACHMENT PLAN

CE1.0



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

Issuing Agent: First American Title Insurance Company
Issuing Office: 4940 Pearl East Circle, Suite 104, Boulder, CO 80301
Issuing Office's ALTA® Registry ID: 1155768

Inquiries Should Be Directed To:

Suzan DeBerg or Lori Wollaston
Phone: (303)449-8442; Email: sdeberg@firstam.com
Commitment Number: 5544-4016233
Issuing Office File Number: 5544-4016233
Property Address: Liora, Jefferson, CO
APN:

Revision Number: 3-Updated the effective date, vesting, added notes to Requirement 14, added Requirements 16 and 17, added Exceptions 31 - 34

SCHEDULE A

1. Commitment Date: July 16, 2025 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: A natural person or legal entity to be determined
Proposed Amount of Insurance: \$5,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Standard Loan Policy
Proposed Insured: Lender To Be Determined
Proposed Amount of Insurance: \$15,000,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple interest
4. [The Title is, at the Commitment Date, vested in:](#)

Lowell17, LLC, a Colorado limited liability company and DRMS Sloan's Lake, LLC, a Colorado Limited Liability Partnership and Lowell 17 Equities, LLC, a Colorado limited liability company and Sloan Lake Parking Garage Developer LLC, a Colorado limited liability company, as their interests may appear
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Form 50095700 (12-17-21)



Premiums:

Owner's Policy: \$ 405.00 (50% Reissue Rate)

Lender's Policy: \$ 11,093.00 (50% Construction Loan Rate)

Tax Certificate Fee: \$ 250.00

Endorsement(s): \$

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Commitment No. 5544-4016233

SCHEDULE B, PART I—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. 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.
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. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Statement of Authority for Lowell17, LLC, a Colorado limited liability company, evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.
9. Statement of Authority for DRMS Sloan's Lake, LLC, a Colorado limited liability company, evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.
10. Statement of Authority for Lowell 17 Equities, LLC, a Colorado limited liability company, evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.
11. Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured.

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NOTE: Statement of Authority recorded November 28, 2023 at Reception No. 2023112048, discloses that ZCD Sloan's Lake Investors, LLC, a Colorado limited liability company as Manager is/are authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of Sloan Lake Parking Garage Developer, LLC, a Colorado limited liability company.

12. Deed of Trust sufficient to mortgage the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured.
13. Full release of the Deed of Trust from Lowell17, LLC, a Colorado limited liability company to secure an indebtedness in the principal sum of \$8,000,000.00, and any other amounts and/or obligations secured thereby, dated August 17, 2012 and recorded August 17, 2012 [2012111516](#).

Trustee: Public Trustee of Denver County
Beneficiary: ANB Bank

NOTE: Assignment of Leases and Rents recorded August 17, 2012 at Reception No. [2012111516](#), given in connection with the above Deed of Trust.

NOTE: Release of Lien in instrument recorded April 11, 2019 at Reception No. [2019043018](#).

14. Full release of the Deed of Trust from Lowell 17, LLC, a Colorado limited liability company to secure an indebtedness in the principal sum of \$8,500,000.00, and any other amounts and/or obligations secured thereby, dated March 18, 2019 and recorded March 19, 2019 at Reception No. [2019031818](#).

Trustee: Public Trustee of Denver County
Beneficiary: Great Western Bank

NOTE: Agreement Subordinating this Deed of Trust to Easements established in Easement Agreement recorded May 03, 2023 at Reception No. [2023040253](#).

NOTE: Partial Release of Deed of Trust recorded November 13, 2023 at Reception No. [2023108964](#).

NOTE: Partial Release of Deed of Trust recorded May 24, 2024 at Reception No. [2023047191](#).

(Affects Parcel 1).

15. An ALTA/NSPS Land Title Survey in form, content and certification as may form the basis for issuing endorsement(s) OEC Delete 1-3 in connection with the Owner's policy(ies) to be issued hereunder and/or deletion of items Delete 1-3 from Schedule B of the Lender's policy(ies) to be issued.

NOTE: Exception may be made to any adverse matters disclosed by the ALTA/NSPS Land Title Survey.

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16. Full release of the Deed of Trust from Sloan Lake Parking Garage Developer, LLC, a Colorado limited liability company to secure an indebtedness in the principal sum of \$8,000,000.00, and any other amounts and/or obligations secured thereby, dated November 27, 2023 and recorded November 28, 2023 at Reception No. [2023112047](#).

Trustee: Public Trustee of Denver County

Beneficiary: Geller Financial Lending, LLC, a Colorado limited liability company

NOTE: The beneficiary must present the following item prior to closing: the original signed release. This item is subject to review and approval by the company.

17. Termination of Financing Statement recorded December 04, 2023 at Reception No. [2023113912](#). Secured Party: Geller Financial Lending, LLC, a Colorado limited liability company. Debtor: Sloan Lake Parking Garage Developer, LLC, a Colorado limited liability company.

NOTE: This commitment is subject to such further requirements and exceptions as may be deemed necessary upon review of High Liability Authorization by counsel for the company, its agents or subsidiaries.

NOTE: This Commitment is subject to such further Exceptions and Requirements as may appear necessary when the instruments called for above have been recorded and the name of the Grantee has been disclosed.

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Commitment No. 5544-4016233

SCHEDULE B, PART II—Exceptions

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

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of 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 land 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 theretofore 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 settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Intentionally deleted.
10. Intentionally deleted.

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11. Restrictive covenants which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in instrument recorded June 05, 1946, in [Book 6061 at Page 194](#) (affects lots 15 through 22, block 3).
12. Intentionally deleted.
13. Intentionally deleted.
14. Easement granted to City and County of Denver, acting by and through its Board of Water Commissioners, for water pipelines, and incidental purposes, by instrument recorded March 26, 1979, in [Book 1876 at Page 175](#), and the First Amendment to the Right of Way Agreement June 5, 2023 at Reception No. [2023050028](#).
15. Intentionally deleted.
16. Intentionally deleted.
17. Intentionally deleted.
18. Intentionally deleted.
19. Intentionally deleted.
20. Intentionally deleted.
21. Intentionally deleted.
22. Intentionally deleted.
23. Intentionally deleted.
24. Intentionally deleted.
25. Intentionally deleted.
26. An easement for utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded November 9, 2007 at Reception No. [2007175236](#) upon the terms and conditions set forth in the instrument.

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NOTE: Quit Claim Deed in connection with the above recorded April 21, 2023 at Reception No. [2023036749](#).

27. The provisions, conditions, obligations, easements, and restrictions, if any, as contained in the Ordinance No. 20190401 Series of 2019 recorded June 27, 2019 Reception No. [2019082411](#).
28. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in the Development Agreement recorded July 9, 2019 Reception No. [2019088303](#).
29. The provisions, conditions, obligations, easements, and restrictions, if any, as contained in the PUD-G 21 recorded August 19, 2019 Reception No. [2019111232](#).
30. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in the Easement Agreement recorded May 3, 2023 at Reception No. [2023040254](#).
31. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Easement Agreement recorded September 07, 2023 at Reception No. [2023086181](#).
32. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in 3701 W 16th Avenue LIHTC Apartments Site Development Plan recorded April 29, 2024 at Reception No. [2024038267](#).
33. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Permanent Non-Exclusive Easement recorded July 24, 2023 at Reception No. [2023068695](#).
34. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Resolution No. CR23-0982 recorded August 09, 2023 at Reception No. [2023075354](#).

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EXHIBIT A

The Land referred to herein below is situated in the County of Jefferson, State of Colorado, and is described as follows:

ZONE LOT 1

LOTS 1 THROUGH 6 INCLUSIVE, A PORTION OF LOTS 7 THROUGH 14, LOTS 15 THROUGH 28 INCLUSIVE, , BLOCK 4, PIERSON'S ADDITION TO DENVER, TOGETHER WITH THE VACATED ALLEY AS DESCRIBED IN BOOK 17 AT PAGE 10, AND A PORTION OF VACATED MEADE STREET AND THE NORTH 1/2 OF VACATED WEST 16TH AVENUE AS DESCRIBED IN BOOK 1876 AT PAGE 314, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE RANGE POINT IN THE INTERSECTION OF LOWELL BOULEVARD AND WEST 17TH AVENUE BEING A FOUND AXLE FROM WHENCE THE RANGE POINT IN THE INTERSECTION OF NEWTON STREET AND WEST 17TH AVENUE BEING A FOUND AXLE BEARS SOUTH 89°48'03" WEST, A DISTANCE OF 702.89 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE SOUTH 71°03'50" WEST, A DISTANCE OF 62.26 FEET TO THE NORTHEAST CORNER OF SAID LOT 28 AND THE POINT OF BEGINNING;
THENCE SOUTH 00°18'25" EAST ALONG THE WEST RIGHT OF WAY LINE OF LOWELL BOULEVARD, A DISTANCE OF 372.02 FEET;
THENCE SOUTH 89°48'03" WEST PARALLEL AND 12.00 FEET NORTH OF THE 20 FOOT RANGE LINE IN WEST 16TH AVENUE, A DISTANCE OF 147.35 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 26.36 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 10.51 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 14.31 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 4.96 FEET;
THENCE NORTH 00°11'09" WEST, A DISTANCE OF 152.40 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 11.50 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 5.49 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 56.72 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 11.83 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 51.79 FEET;
THENCE 19.42 FEET ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 15.50 FEET, A DELTA OF 71°46'54", AND A CHORD WHICH BEARS NORTH 54°06'33" WEST, 18.17 FEET;
THENCE 55.01 FEET ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 173.00 FEET, A DELTA OF 18°13'06", AND A CHORD WHICH BEARS NORTH 09°06'33" WEST, 54.78 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 107.56 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID WEST 17TH AVENUE;
THENCE NORTH 89°48'03" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WEST 17TH AVENUE, A DISTANCE OF 304.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 28 AND THE TRUE POINT OF BEGINNING.

ZONE LOT 2

A PORTION OF LOTS 8 THROUGH 14, BLOCK 4, PIERSON'S ADDITION TO DENVER, AND A PORTION OF VACATED MEADE STREET AND A PORTION OF THE NORTH 1/2 OF VACATED WEST 16TH AVENUE AS DESCRIBED IN BOOK 1876 AT PAGE 314, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RANGE POINT IN THE INTERSECTION OF LOWELL BOULEVARD AND WEST 16TH AVENUE BEING A FOUND 2" ALUMINUM CAP "PLS 37066" FROM WHENCE THE RANGE POINT IN THE

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INTERSECTION OF LOWELL BOULEVARD AND WEST 17TH AVENUE BEING A FOUND AXLE BEARS NORTH 00°18'25" EAST, A DISTANCE OF 404.02 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE NORTH 86°52'26" WEST, A DISTANCE OF 206.72 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89°48'03" WEST PARALLEL AND 12.00 FEET NORTH OF THE 20 FOOT RANGE LINE IN WEST 16TH AVENUE, A DISTANCE OF 122.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MEADE STREET;
THENCE NORTH 00°18'25" WEST ALONG THE EAST RIGHT OF WAY LINE OF SAID MEADE STREET, A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14;
THENCE SOUTH 89°48'03" WEST ALONG THE NORTH RIGHT OF WAY LINE OF WEST 16TH AVENUE, A DISTANCE OF 15.54 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 177.63 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 111.43 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 5.49 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 11.50 FEET;
THENCE SOUTH 00°11'09" EAST, A DISTANCE OF 152.40 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 4.96 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 14.31 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 10.51 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 26.36 FEET TO THE TRUE POINT OF BEGINNING.

ZONE LOT 3

A PORTION OF LOT 9, LOTS 10 THROUGH 19 INCLUSIVE, A PORTION OF LOT 20, BLOCK 3, PIERSON'S ADDITION TO DENVER, AND A PORTION OF THE VACATED ALLEY AND VACATED MEADE STREET AS DESCRIBED IN BOOK 1876 AT PAGE 314, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RANGE POINT IN THE INTERSECTION OF NEWTON STREET AND WEST 16TH AVENUE BEING A FOUND 2.5" ALUMINUM CAP "PLS 34183" FROM WHENCE THE RANGE POINT IN THE INTERSECTION OF LOWELL BOULEVARD AND WEST 16TH AVENUE BEING A FOUND 2" ALUMINUM CAP "PLS 37066" BEARS NORTH 89°48'03" EAST, A DISTANCE OF 702.89 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 63°44'10" EAST, A DISTANCE OF 50.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14 AND THE POINT OF BEGINNING;
THENCE NORTH 00°18'25" WEST ALONG THE EAST RIGHT OF WAY LINE OF SAID NEWTON STREET, A DISTANCE OF 151.61 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 34.36 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 14.52 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 247.92 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 7.25 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 1.36 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 26.59 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 1.36 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 5.42 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 1.36 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 12.54 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 1.36 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 41.38 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 6.31 FEET;

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THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 5.67 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 2.35 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 24.61 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 4.08 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 13.63 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID WEST 16TH AVENUE;
THENCE SOUTH 89°48'03" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 290.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14 AND THE TRUE POINT OF BEGINNING.

ZONE LOT 4

LOTS 1 THROUGH 8 INCLUSIVE, A PORTION OF LOTS 9 AND 20, LOTS 21 THROUGH 28 INCLUSIVE, BLOCK 3, PIERSON'S ADDITION TO DENVER, THE VACATED ALLEY DESCRIBED IN RECEPTION NUMBER 70710, AND A PORTION OF THE VACATED ALLEY AND VACATED MEADE STREET AS DESCRIBED IN BOOK 1876 AT PAGE 314, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RANGE POINT IN THE INTERSECTION OF NEWTON STREET AND WEST 17TH AVENUE BEING A FOUND AXLE FROM WHENCE THE RANGE POINT IN THE INTERSECTION OF LOWELL BOULEVARD AND WEST 17TH AVENUE BEING A FOUND AXLE BEARS NORTH 89°48'03" EAST, A DISTANCE OF 702.89 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE SOUTH 66°08'38" EAST, A DISTANCE OF 49.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING;
THENCE NORTH 89°48'03" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF WEST 17TH AVENUE, A DISTANCE OF 278.61 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 133.04 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 3.27 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 91.88 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 247.13 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 14.52 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 34.36 FEET TO THE EAST RIGHT OF WAY LINE OF NEWTON STREET;
THENCE NORTH 00°18'25" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 210.40 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE TRUE POINT OF BEGINNING.

ZONE LOT 5

A PORTION OF LOTS 7 AND 8, BLOCK 4, PIERSON'S ADDITION TO DENVER, AND A PORTION OF VACATED MEADE STREET AS DESCRIBED IN BOOK 1876 AT PAGE 314, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RANGE POINT IN THE INTERSECTION OF NEWTON STREET AND WEST 17TH AVENUE BEING A FOUND AXLE FROM WHENCE THE RANGE POINT IN THE INTERSECTION OF LOWELL BOULEVARD AND WEST 17TH AVENUE BEING A FOUND AXLE BEARS NORTH 89°48'03" EAST, A DISTANCE OF 702.89 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE SOUTH 66°08'38" EAST, A DISTANCE OF 49.07 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3, PIERSON'S ADDITION TO DENVER;
THENCE NORTH 89°48'03" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF WEST 17TH AVENUE, A DISTANCE OF 278.61 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89°48'03" ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 15.53 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 107.56 FEET;

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THENCE 55.01 FEET ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 173.00 FEET, A DELTA OF 18°13'04", AND A CHORD WHICH BEARS SOUTH 09°06'34" EAST, 54.78 FEET;
THENCE 19.42 FEET ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 15.50 FEET, A DELTA OF 71°46'54", AND A CHORD WHICH BEARS SOUTH 54°06'33" EAST, 18.17 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 51.79 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 11.83 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 54.71 FEET;
THENCE SOUTH 00°11'57" EAST, A DISTANCE OF 177.63 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST 16TH AVENUE;
THENCE SOUTH 89°48'03" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 23.31 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 13.63 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 4.08 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 24.61 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 2.35 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 5.67 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 6.31 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 41.38 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 1.36 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 12.54 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 1.36 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 5.42 FEET;
THENCE NORTH 89°48'03" EAST, A DISTANCE OF 1.36 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 26.59 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 1.36 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 7.25 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 0.79 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 91.88 FEET;
THENCE SOUTH 89°48'03" WEST, A DISTANCE OF 3.27 FEET;
THENCE NORTH 00°11'57" WEST, A DISTANCE OF 133.04 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST 17TH AVENUE AND THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY:
JEFFREY J. MACKENNA, CO PLS 34183.
FOR AND ON BEHALF OF FALCON SURVEYING, INC.

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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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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 8-1-2, 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:

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- 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.

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.

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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


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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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.

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

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

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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.

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Form 50095700 (12-17-21)



3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - 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.

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

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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

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Form 50095700 (12-17-21)

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11. ARBITRATION

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

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Form 50095700 (12-17-21)

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When Recorded Return To:
Ellen B. McNamara, Esq.
Timmins & Associates, LLC
World Trade Center, Suite 300
1625 Broadway
Denver, Colorado 80202

2
2025-ENCROACHMENT-0000085-001
X E 35'0"

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), is made this 19th day of December, 2006, by CATHOLIC HEALTH INITIATIVES COLORADO d/b/a CHI Colorado, a Colorado non-profit corporation ("Grantor") to LOWELL17, LLC, a Colorado limited liability company ("Grantee") whose address is c/o Turnkey Development, 621 17th Street, Suite 2501, Denver, Colorado 80293.

WITNESS, that the Grantor, for and in consideration of the sum of Ten and 00/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all the real property, together with improvements, situate, lying and being in the City and County of Denver, State of Colorado, described as follows (the "Property"):

See Exhibit A attached hereto and incorporated by this reference herein.

TOGETHER with all and singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained Property, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said Property above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained Property in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, except for the matters set forth on **Exhibit B** attached hereto and incorporated by this reference herein; and

SUBJECT TO the following restrictions, which constitute covenants running with the land:

For a ten (10) year period following the date of this Deed, the Property shall not be used by Grantee, any lessee and/or any of their respective successors or assigns, for the business of providing home health care or hospice care services. The foregoing prohibition includes, but shall not be limited to, (i) operating or managing a home health care or hospice care service facility at the Property, or (ii) leasing space to, loaning money to, owning an interest in any person or entity which develops, owns, operates or manages a home health care or hospice care service facility at the Property.

In addition, for so long as St. Anthony Central Hospital is operated at 4231 West 16th Avenue, Denver, Colorado, the Property shall not be used by Grantee, any lessee and/or any of their respective successors or assigns, for the business of providing general in-patient hospital services other than in-patient hospital services typically provided by a free-standing long-term acute care hospital as defined by

the Center for Medicare & Medicaid Services Fact Sheet release dated January 19, 2006¹; provided, however, this prohibition shall not restrict: (i) the provision of in-patient or out-patient services to patients who were initially patients in a long-term acute care hospital located on the Property and who are receiving services within the continuum of care for such patients; (ii) the provision of out-patient wound care services or out-patient infusion therapy; or (iii) out-patient services that are an extension of the practices of the physicians who are tenants and who are members of the medical staff of any long term acute care hospital located within the Property. The foregoing prohibition includes, but shall not be limited to, (i) operating or managing any facility that provides any general in-patient hospital services or any out-patient hospital facility which actively engages in an aggressive marketing initiative for out-patient hospital services at the Property, other than in-patient hospital services typically provided by a free-standing long-term acute care hospital and other than as excepted above, and (ii) leasing space to, loaning money to, owning an interest in any person or entity which develops, owns, operates or manages a facility that provides any general in-patient hospital services or out-patient hospital services at the Property other than in-patient or out-patient hospital services typically provided by a free-standing long-term acute care hospital and other than as excepted above.

The foregoing use restrictions shall be set forth in any lease of any portion of the Property. Grantee for itself, and its agents, tenants, heirs, successors and assigns, acknowledges that in the event of any breach hereof by Grantee or its agents, tenants, heirs, successors and assigns (including, without limitation, lessees of the Property), Grantor's remedies at law would be inadequate and therefore, and in that event, Grantor shall be entitled to obtain relief by injunction or otherwise, as Grantor may elect in its sole discretion. Grantor's remedies shall be cumulative of any and all other remedies available pursuant to state or federal law. If any provision or application of this covenant shall be invalid or unenforceable, the remainder shall not be affected, and each provision shall be valid and enforced to the fullest extent permitted by law.

[END OF DOCUMENT TEXT]

¹ In general, "long-term care hospitals" are defined as hospitals that have an average Medicare in-patient length of stay greater than 25 days. These hospitals typically provide extended medical and rehabilitative care for patients who are clinically complex and may suffer from multiple acute or chronic conditions. Services typically include comprehensive rehabilitation, respiratory therapy, head trauma treatment and pain management.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

CATHOLIC HEALTH INITIATIVES COLORADO d/b/a
CHI Colorado, a Colorado nonprofit corporation

By: Jay
Name: Jay Picerno
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 19th day of December, 2006, by Jay Picerno as Vice President of CATHOLIC HEALTH INITIATIVES COLORADO d/b/a CHI Colorado, a Colorado non-profit corporation.

Witness my hand and official seal.

Susan K. Lindsay
Notary Public

My Commission Expires: 11/25/2007

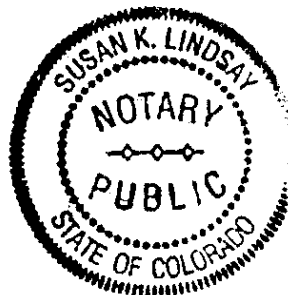


EXHIBIT A**Parcel 1: Surface Parking Lot**

LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 3, PIERSON'S ADDITION TO DENVER, TOGETHER WITH THE VACATED ALLEY IN SAID BLOCK, AND TOGETHER WITH THE WEST ½ OF VACATED MEADE STREET ADJACENT TO SAID LOTS 15 THROUGH 28, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Parcel 2: Building

LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 4, PIERSON'S ADDITION TO DENVER, TOGETHER WITH THE VACATED ALLEY IN SAID BLOCK 4; TOGETHER WITH THAT PORTION OF THE EAST ½ OF VACATED MEADE STREET ADJOINING SAID LOTS 1 TO 14; AND, TOGETHER WITH THAT PORTION OF THE NORTH ½ OF VACATED WEST 16TH AVENUE ADJOINING, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 15, BLOCK 4, THENCE SOUTH ALONG THE WEST LINE OF LOWELL BOULEVARD, A DISTANCE OF 34 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 145.12 FEET, THENCE SOUTHERLY TO A POINT ON THE CENTERLINE OF WEST 16TH AVENUE, A DISTANCE OF 6 FEET; THENCE WESTERLY ALONG THE SAID CENTERLINE TO A POINT ON THE EAST LINE OF MEADE STREET; THENCE NORTHERLY TO THE SOUTHWEST CORNER OF SAID LOT 14, BLOCK 4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID BLOCK 4 TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

BUILDING DESCRIPTION

An approximate 154,088 rentable square foot medical facility located at 1601 Lowell Boulevard in Denver, Colorado. The six-story medical building will house LifeCare and Centura, initially, as major tenants.

EXHIBIT B

1. Intentionally Deleted.
2. Intentionally Deleted.
3. Intentionally Deleted.
4. Intentionally Deleted.
5. Intentionally Deleted.
6. Taxes and assessments for the year 2006 and subsequent years, a lien not yet due or payable.
7. Intentionally Deleted.
8. Intentionally Deleted.
9. Intentionally Deleted.
10. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JUNE 05, 1946, IN BOOK 6061 AT PAGE 194.

(AFFECTS LOTS 15 THROUGH 22, BLOCK 3)
11. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR ELECTRIC LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 31, 1962, IN BOOK 8902 AT PAGE 50.
12. EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 07, 1973, IN BOOK 9132 AT PAGE 80.
13. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, FOR WATER PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 26, 1979, IN BOOK 1876 AT PAGE 175.
14. EASEMENT GRANTED TO CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, FOR WATER PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 26, 1979, IN BOOK 1876 AT PAGE 181.
15. EASEMENTS AS RESERVED IN ORDINANCE #86, SERIES OF 1979, RECORDED MARCH 26, 1979 UNDER RECEPTION NO. 003371 IN BOOK 1876 AT PAGE 314.

16. TERMS, CONDITIONS AND PROVISIONS OF ZONING ORDINANCE RECORDED MARCH 26, 1979 IN BOOK 1876 AT PAGE 320.
17. EASEMENTS AS RESERVED IN ORDINANCE #438, SERIES OF 1990, RECORDED AUGUST 7, 1990 UNDER RECEPTION NO. 70710.
18. TERMS, CONDITIONS AND PROVISIONS OF SITE PLAN RECORDED NOVEMBER 19, 1990 AT RECEPTION NO. R-90-0106527.
19. TERMS, CONDITIONS AND PROVISIONS OF ADMINISTRATIVE MODIFICATIONS RECORDED OCTOBER 29, 2001 UNDER RECEPTION NO. 2001183570 AND UNDER RECEPTION NO. 2001183571.
20. ANY RIGHTS OR INTERESTS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON SURVEY DATED OCTOBER 16, 2006 PREPARED BY MARTIN/MARTIN CONSULTING ENGINEERS, JOB # 18386.C.87.
 - A) ENCROACHMENT OF BUILDING ONTO DENVER WATER EASEMENT IN NORTHERLY PORTION OF SUBJECT PROPERTY.
 - B) ENCROACHMENT OF OXYGEN TANK ONTO DENVER WATER EASEMENT IN SOUTHERLY PORTION OF SUBJECT PROPERTY.

Exhibit A

Page 1 of 2

Legal Description

A parcel of land in the 80 foot public right of way of W 17th Ave as shown on Piersons's Addition to Denver, located in the Southeast Quarter of Section 31, Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, Colorado, described as follows:

Note:

1. The Basis of Bearings is the 20 foot Range Line for West 17th Avenue between North Newton and North Lowell Boulevard located in Section 31, T3S, R68W of the 6th P.M., as monumented with axles in range boxes at each end and is assumed to bear S 89°49'08" E.
2. All directions, distances and dimensions are based on coordinates from the City and County of Denver local coordinate system.

Commencing at the range point found for the 20 foot range line at the intersection of West 17th Avenue and North Lowell Boulevard; Thence S 78°09'40" W a distance of 96.04 feet to a point on the north line of Block 4, Pierson's Addition to Denver as recorded December 21st, 1910 at Book of Maps 17 Page 10, from whence the northeast corner of said Block 4 bears S 89°49'08" E a distance of 34.97 feet; said north line also being the south right of way of West 17th Ave. and the POINT OF BEGINNING;

Thence along said south right of way, N 89°49'08" W a distance of 40.00 feet;

Thence departing said south right of way, N 00°10'52" E a distance of 12.50 feet;

Thence S 89°49'08" E a distance of 40.00 feet;

Thence S 00°10'52" W a distance of 12.50 feet to said south right of way and the POINT OF BEGINNING.

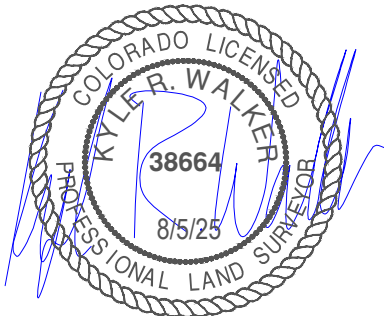
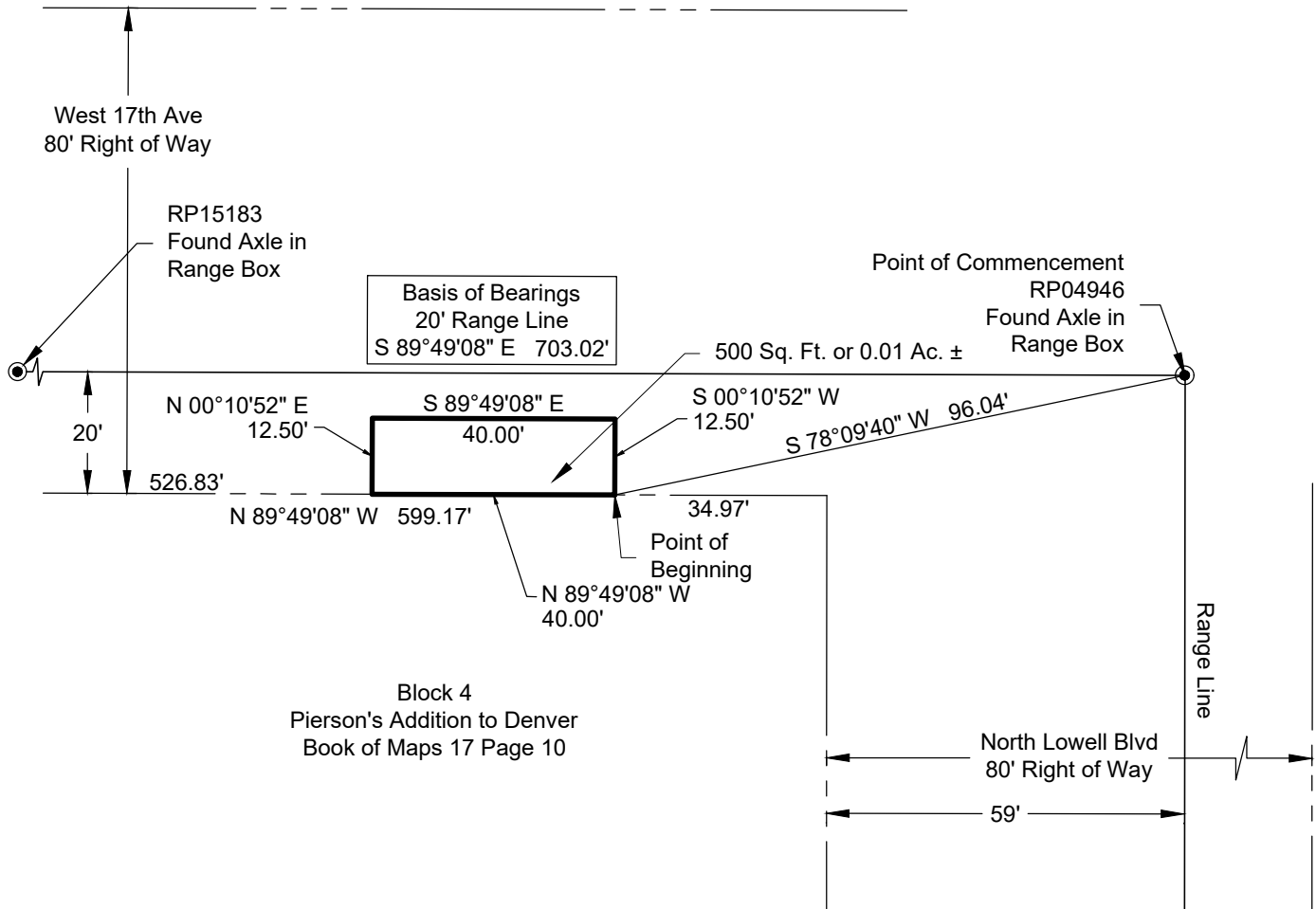
Containing 500 square feet or 0.01 acres more or less.



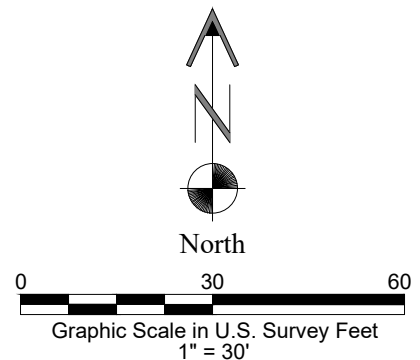
Prepared by Kyle R. Walker
For and on behalf of Topographic, Co.
520 Stacy Ct. Ste B, Lafayette, CO 80026

Exhibit A

Illustration
Page 2 of 2



Prepared by Kyle R. Walker
For and on behalf of Topographic, Co.
520 Stacy Ct. Ste B, Lafayette, CO 80026



Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy

09/02/2025

Master ID: 2025-PROJMSTR-0000274 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000085 **Review Phase:**
Location: 1601 Lowell Blvd **Review End Date:** 07/22/2025

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

Reviewing Agency: DS Transportation Review

Review Status: Approved

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

Status Date: 07/23/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000085 - Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy
Reviewing Agency/Company: DOTI - DES
Reviewers Name: Winton Brazil
Reviewers Phone: 7209130805
Reviewers Email: winton.brazil@denvergov.org
Approval Status: Approved

Comments:

Status Date: 07/22/2025
Status: Approved
Comments:

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved - No Response

Reviewers Name: Bridget Rassbach
Reviewers Email: Bridget.Rassbach@denvergov.org

Status Date: 07/23/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review

Review Status: Approved

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

Status Date: 09/02/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000085 - Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy
Reviewing Agency/Company: DOTI-ROWS Survey
Reviewers Name: Brian Pfohl
Reviewers Phone: 630.202.6564
Reviewers Email: brian.pfohl@denvergov.org
Approval Status: Approved

Comments:

Comment Report

Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy

09/02/2025

Master ID: 2025-PROJMSTR-0000274 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000085 **Review Phase:**
Location: 1601 Lowell Blvd **Review End Date:** 07/22/2025

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

Status Date: 07/23/2025
Status: Denied
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000085 - Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy
Reviewing Agency/Company: DOTI-ROWS Survey
Reviewers Name: Brian Pfohl
Reviewers Phone: 630.202.6564
Reviewers Email: brian.pfohl@denvergov.org
Approval Status: Denied

Comments:

Attachment: REDLINES- Survey- Pfohl.pdf

REDLINES are uploaded to the E-Review webpage.

Status Date: 07/14/2025
Status: Denied
Comments: Comments and redlines in project folder

Reviewing Agency: DES Wastewater Review Review Status: Approved

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

Status Date: 07/22/2025
Status: Approved
Comments: No objection on behalf of DES Wastewater.

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

Status Date: 07/23/2025
Status: Approved - No Response
Comments:

Reviewing Agency: ERA Transportation Review Review Status: Approved

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

Status Date: 07/22/2025
Status: Approved
Comments:

Reviewing Agency: ERA Wastewater Review Review Status: Approved

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

Status Date: 07/22/2025
Status: Approved

2025-ENCROACHMENT-0000085

Comment Report

Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy

09/02/2025

Master ID: 2025-PROJMSTR-0000274 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000085 **Review Phase:**
Location: 1601 Lowell Blvd **Review End Date:** 07/22/2025

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

Comments:

Reviewing Agency: CenturyLink Referral

Review Status: Approved

Status Date: 07/31/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000085 - Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy
Reviewing Agency/Company: Lumen / CenturyLink
Reviewers Name: Tom Hoopes
Reviewers Phone: 407-592-1794
Reviewers Email: tom.hoopes@lumen.com
Approval Status: Approved

Comments:

Attachment: P866694 Encroachment Approval Letter - 072525.pdf

Status Date: 07/02/2025

Status: Approved - No Response

Comments: We received the following email for the reviewer assigned to this project.

Good afternoon. We have received your request for an Encroachment and have set up a Lumen project accordingly. Your project number is P866694 and it should be referenced in all emails sent in for review. Please do not reply to this email. Your project owner is Tom Hoopes and they can be reached by email at Tom.Hoopes@lumen.com with any questions that you may have regarding this project. Requests are addressed in the order received, Lumen will endeavor to respond within 30 days. Have a great day!

Best Regards,

Eryn Ogden
Project Coordinator
Faulk & Foster
214 Expo Circle, Suite 7
West Monroe, LA 71291
Eryn.Ogden@lumen.com

REDLINES uploaded to E-review webpage

Reviewing Agency: Xcel Referral

Review Status: Approved w/Conditions

Status Date: 07/23/2025

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000085 - Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy
Reviewers Name: Donna George
Reviewers Phone: 3035713306
Reviewers Email: Donna.L.George@xcelenergy.com
Approval Status: Approved with conditions

Comment Report

Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy

09/02/2025

Master ID: 2025-PROJMSTR-0000274 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000085 **Review Phase:**
Location: 1601 Lowell Blvd **Review End Date:** 07/22/2025

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

Comments:

PSCo/Xcel Energy has existing natural gas distribution facilities nearby. Bear in mind structures are not allowed over buried facilities. Please contact Colorado 811 for locates before excavating. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Please be aware that all risk and responsibility for this request are unilaterally that of the Applicant/Requestor.

Status Date: 07/23/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000084 - Tier II 1962 Market Street Projecting Signs
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy
Reviewers Name: Donna George
Reviewers Phone: 3035713306
Reviewers Email: Donna.L.George@xcelenergy.com
Approval Status: Approved

Comments:

Reviewing Agency: RTD Referral

Review Status: Approved

Status Date: 07/23/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000085 - Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy
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-0000085 - Tier III - 1601 Lowell Blvd Ambulance Drop-off Canopy

Department Comments

Bus Operations No exceptions

Bus Stop Program No exceptions

Commuter Rail No exceptions

Construction Management No exceptions

Engineering No exceptions

Light Rail No exceptions

Real Property No exceptions

Service Development No exceptions

Transit Oriented Development No exceptions

Utilities No exceptions

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

Status Date: 07/23/2025

Status: Approved

Comment Report

Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy

09/02/2025

Master ID: 2025-PROJMSTR-0000274 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000085 **Review Phase:**
Location: 1601 Lowell Blvd **Review End Date:** 07/22/2025

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

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000084 - Tier II 1962 Market Street Projecting Signs
Reviewing Agency/Company: RTD
Reviewers Name: clayton woodruff
Reviewers Phone: 3032992943
Reviewers Email: clayton.woodruff@rtd-denver.com
Approval Status: Approved

Comments:
Project Name: 2024PM0000277 - 1962 Market St

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

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

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

Status Date: 07/23/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Metro Wastewater Referral Review Status: Approved

Status Date: 08/04/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000085 - Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy
Reviewing Agency/Company: Metro Water Recovery
Reviewers Name: Kevin Boch
Reviewers Phone: 720-520-1516
Reviewers Email: kboch@MetroWaterRecovery.com
Approval Status: Approved

Comments:
na

Status Date: 07/23/2025
Status: Approved - No Response
Comments:

Comment Report

Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy

09/02/2025

Master ID: 2025-PROJMSTR-0000274 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000085 **Review Phase:**
Location: 1601 Lowell Blvd **Review End Date:** 07/22/2025

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

Reviewing Agency: Street Maintenance Referral

Review Status: Approved - No Response

Status Date: 07/23/2025

Status: Approved - No Response

Comments:

Reviewing Agency: Office of Emergency Management Referral

Review Status: Approved - No Response

Status Date: 07/23/2025

Status: Approved - No Response

Comments:

Reviewing Agency: Building Department Review

Review Status: Approved

Reviewers Name: Daniel Krausz

Reviewers Email: daniel.krausz@denvergov.org

Status Date: 07/07/2025

Status: Approved

Comments:

Reviewing Agency: Division of Real Estate Referral

Review Status: Approved

Reviewers Name: Kathryn Spritzer

Reviewers Email: Kathryn.spritzer@denvergov.org

Status Date: 07/01/2025

Status: Approved

Comments:

Reviewing Agency: Denver Fire Department Review

Review Status: Approved

Reviewers Name: Adam Grier

Reviewers Email: Adam.Grier@denvergov.org

Status Date: 07/22/2025

Status: Approved

Comments:

Reviewing Agency: Denver Water Referral

Review Status: Approved

Status Date: 07/23/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000085 - Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:

Status Date: 07/23/2025

Status: Approved

Comment Report

Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy

09/02/2025

Master ID: 2025-PROJMSTR-0000274 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000085 **Review Phase:**
Location: 1601 Lowell Blvd **Review End Date:** 07/22/2025

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

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000084 - Tier II 1962 Market Street Projecting Signs
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:
Label signs on the utility sheet of the water plans submitted to DW plan #22958.

Reviewing Agency: Parks and Recreation Review **Review Status:** Approved

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

Status Date: 07/21/2025
Status: Approved

Comments:

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

Status Date: 07/23/2025
Status: Approved - No Response

Comments:

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

Status Date: 07/23/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000085 - Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy
Reviewing Agency/Company: CPD - Accessibility Review
Reviewers Name: Spencer Pocock
Reviewers Phone: 720-913-8411
Reviewers Email: Spencer.Pocock@denvergov.org
Approval Status: Approved

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

Status Date: 07/23/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000084 - Tier II 1962 Market Street Projecting Signs
Reviewing Agency/Company: CPD - Accessibility Review
Reviewers Name: Spencer Pocock
Reviewers Phone: 720-913-8411
Reviewers Email: Spencer.Pocock@denvergov.org
Approval Status: Approved

Comment Report

Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy

09/02/2025

Master ID: 2025-PROJMSTR-0000274 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000085 **Review Phase:**
Location: 1601 Lowell Blvd **Review End Date:** 07/22/2025

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

Comments:

Reviewing Agency: Construction Engineering Review

Review Status: Approved

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

Status Date: 07/15/2025

Status: Approved

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

Reviewing Agency: TES Sign and Stripe Review

Review Status: Approved - No Response

Reviewers Name: Eric Stein
Reviewers Email: Eric.Stein@denvergov.org

Status Date: 07/23/2025

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: 07/15/2025

Status: Approved

Comments: OCF Comments 7-15-25
1. Encroachment is approved.
2. NOTE: Any proposed changes after initial OCF approval must be reviewed and approved by our office prior to final approval.

Reviewing Agency: Landmark Review

Review Status: Approved - No Response

Status Date: 07/01/2025
Status: Approved - No Response
Comments:

Reviewing Agency: CDOT Referral

Review Status: Approved

Status Date: 07/23/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000085 - Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy
Reviewing Agency/Company: CDOT
Reviewers Name: Michelle White

Comment Report

Tier III 1601 Lowell Blvd Ambulance Drop-off Canopy

09/02/2025

Master ID: 2025-PROJMSTR-0000274 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000085 **Review Phase:**
Location: 1601 Lowell Blvd **Review End Date:** 07/22/2025

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.

Status Date: 07/23/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000084 - Tier II 1962 Market Street Projecting Signs
Reviewing Agency/Company: CDOT
Reviewers Name: Michelle White
Reviewers Phone: 303-512-4218
Reviewers Email: michelle.m.white@state.co.us
Approval Status: Approved

Reviewing Agency: Environmental Health Referral Review Status: Approved

Reviewers Name: Andy Whitty
Reviewers Email: Andy.whitty@denvergov.org

Status Date: 06/30/2025
Status: Approved

Comments:

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

Reviewers Name: Shari Bills
Reviewers Email: Shari.Bills@denvergov.org

Status Date: 07/23/2025
Status: Approved - No Response

Comments:

Reviewing Agency: ROW - Supplemental Review Review Status: Approved

Reviewers Name: David Noyes Roberts
Reviewers Email: resident@lodona.org

Status Date: 07/23/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000084 - Tier II 1962 Market Street Projecting Signs
Reviewing Agency/Company: Lower Downtown Neighborhood Association
Reviewers Name: David Noyes Roberts
Reviewers Phone: 3038825286
Reviewers Email: president@lodona.org
Approval Status: Approved

Comments: