



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: 212.203.4964 Email: _____

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

Company Name: _____
Contact Name: _____
Address: _____
Phone: 303.228.2322 Email: _____

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

ENCROACHMENT INFORMATION:

Project Name: _____
Adjacent Property Address: _____
Coordinates (Lat/Long): See attached exhibits for reference.
Encroachment Area, in SF: 1,780 SF

Is this project associated with a LAND DEVELOPMENT REVIEW?

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

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

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

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

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

Description of Encroachment:

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

Reason for Private Improvements in the Public ROW:

Private improvements should be located on private property. Only in cases where there are physical constraints that preclude the placement of private improvements on private property that an encroachment may be considered within the right-of-way. Make your case as to why this is a good use of the public right-of-way.

ATTESTATION:

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

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

ADJACENT PROPERTY

OWNER SIGNATURE: _____



DATE: _____

PRINT NAME: _____

TITLE: _____

COMPANY: _____

PERMIT SUBMITTAL CHECKLIST

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

Encroachments shall be in accordance with:

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

Application

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

Evidence of Adjacent Property Ownership & Parcel Land Description

Required for all Encroachment Permit Applications

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

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

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

- Encroachment Area Land Description and Exhibit(s) in PDF format stamped and signed by PLS Will be provided after first review as noted.
- 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) N/A
- 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 N/A
- Location and size of Encroachment – Show and dimension limits of both above and below ground elements
- Construction Materials
- Projection from building
- Distance from Encroachment to the nearest flowline

City and County of Denver Department of Transportation & Infrastructure

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

www.denvergov.org/doti

Phone: 720-913-3003



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

ELEVATION OR CROSS-SECTION VIEWS

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

DETAIL SHEET(S)

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

STRUCTURAL PLANS Not Applicable

- Structural plans
- Manufacturers certification

ADDITIONAL REQUIRED MATERIAL(S) Not Applicable

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

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

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

Fees:

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

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

Attestation:

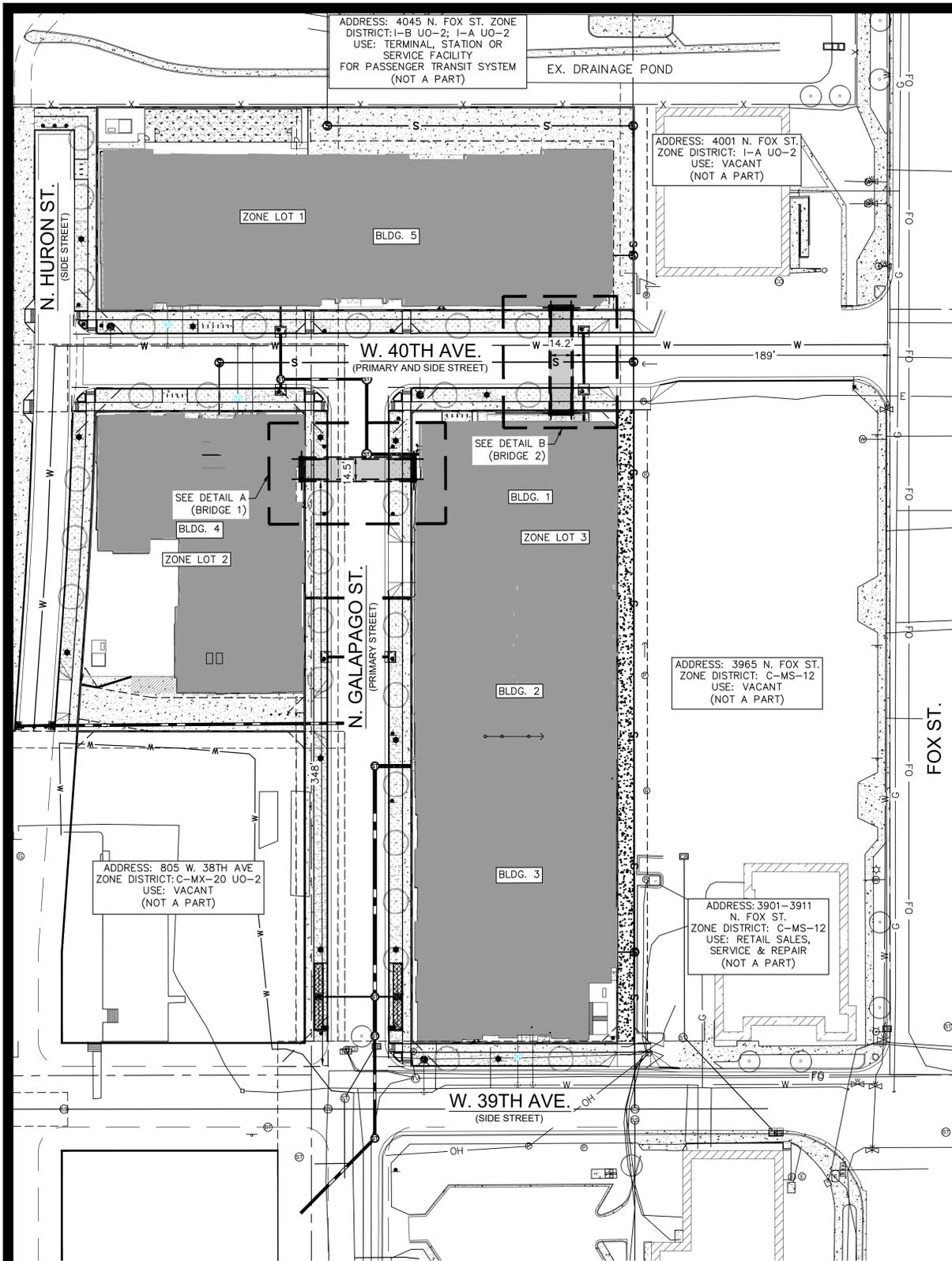
I hereby attest that the above information is incorporated into the Encroachment Application and plan submittal:

SIGNATURE: _____ DATE: _____

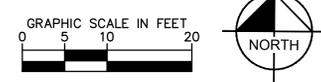
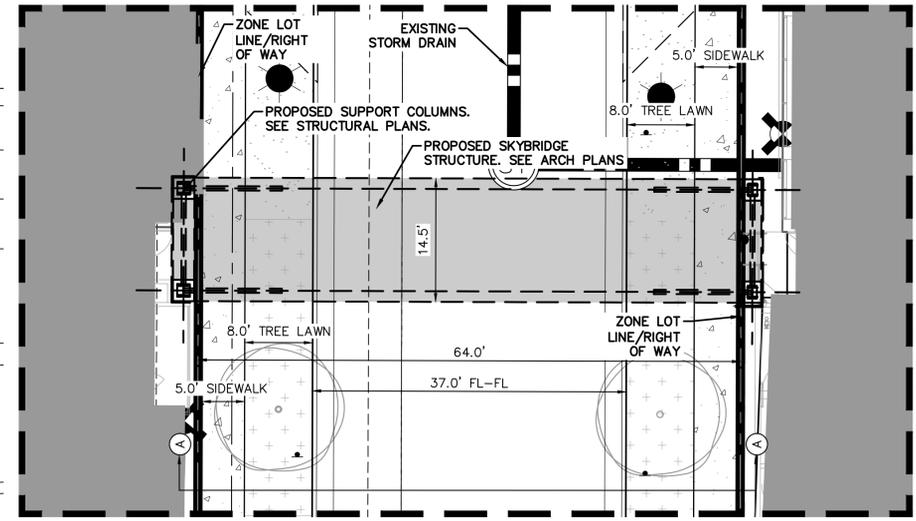
PRINT NAME: _____ EMAIL: _____

COMPANY: _____ PHONE: _____

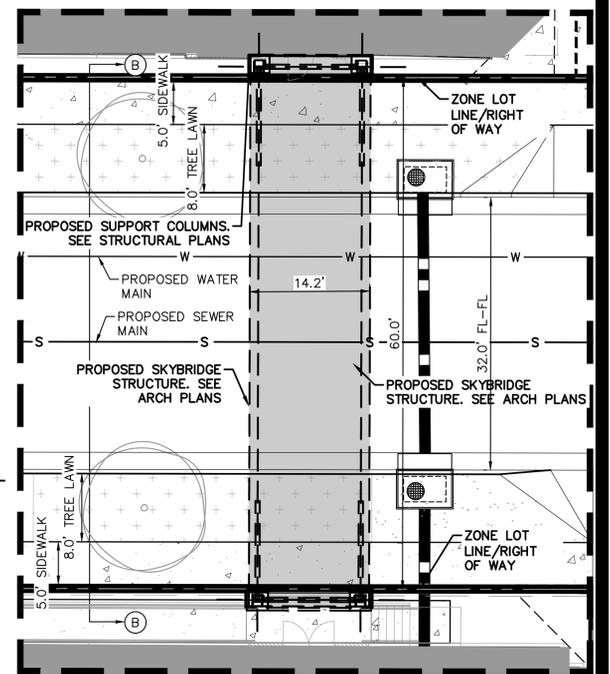
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 Phone: 720-913-3003



OVERALL SITE PLAN

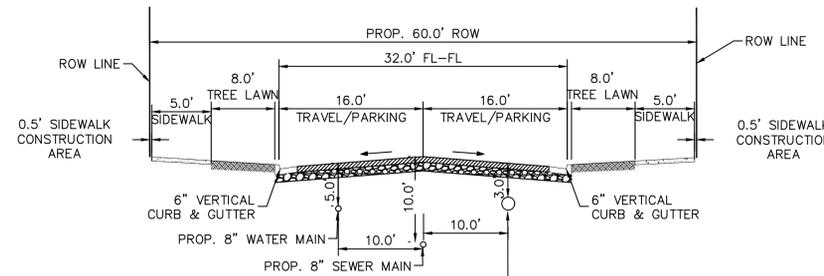
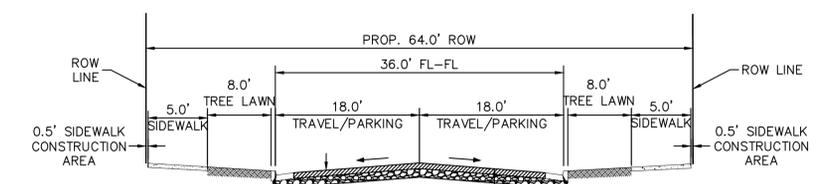


DETAIL A: BRIDGE 1



LEGEND

- ZONE LOT LINE
- - - - - RIGHT-OF-WAY (ROW)
- S- SANITARY SEWER MAIN
- S- STORM SEWER MAIN
- W- WATER LINE
- CURB AND GUTTER
- PROPOSED SITE LIGHT (FREE STANDING)



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6200 S. SYRACUSE WAY, SUITE 300
GREENWOOD VILLAGE, COLORADO 80111 (303) 228-2300

PRELIMINARY
FOR REVIEW ONLY
NOT FOR
CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

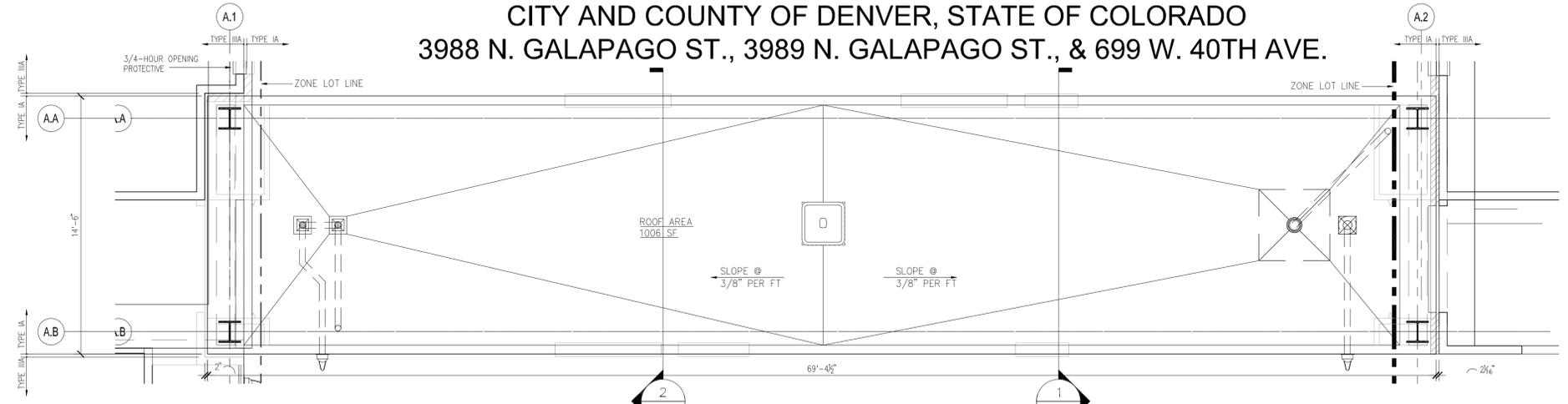
FOX STATION: ENCROACHMENT EXHIBIT
DATE: 2/5/2025
SHEET 1 OF 6

40TH & FOX REDEVELOPMENT SITE DEVELOPMENT PLAN

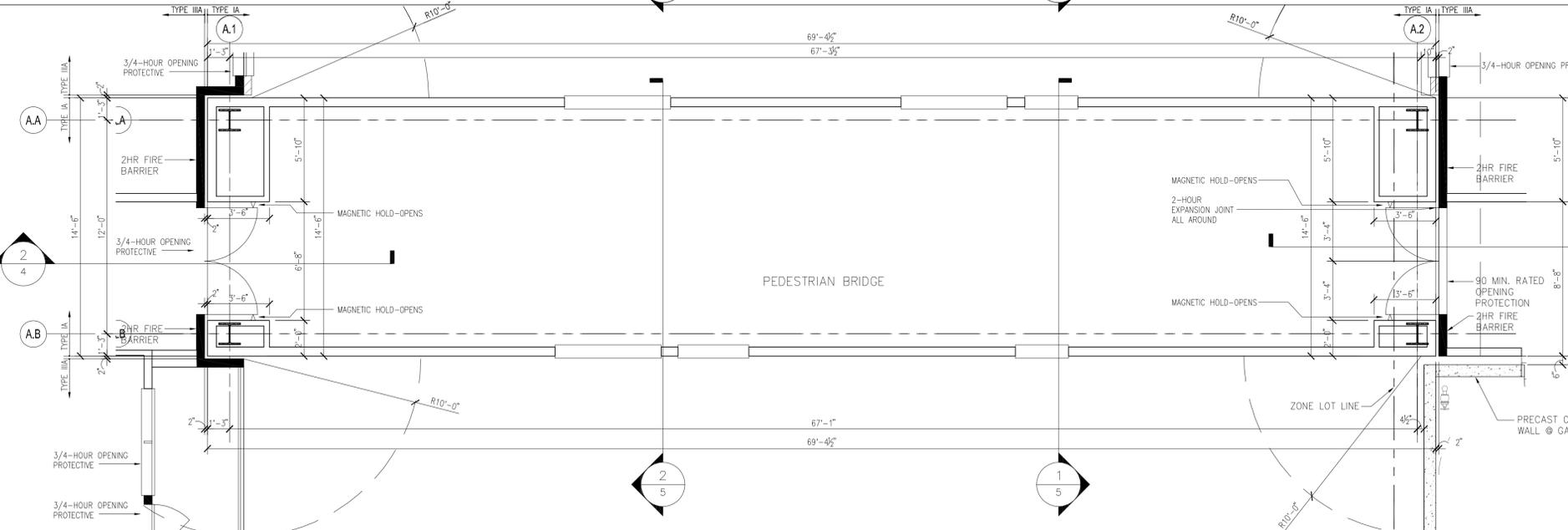
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY AND COUNTY OF DENVER, STATE OF COLORADO
3988 N. GALAPAGO ST., 3989 N. GALAPAGO ST., & 699 W. 40TH AVE.

ROOF PLAN LEGEND:

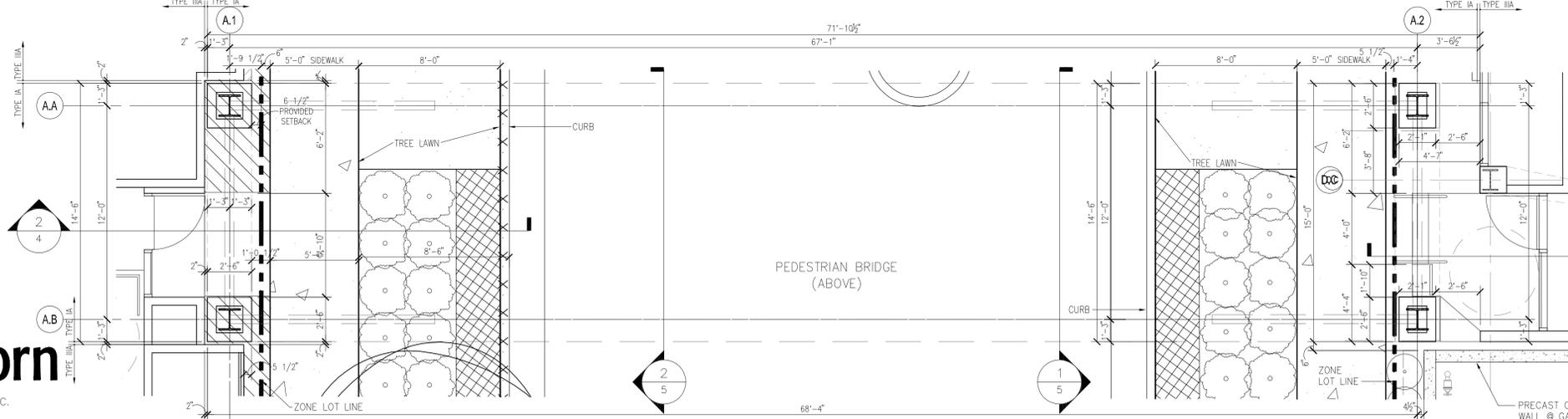
TAPERED INSULATION	
PRIMARY/SECONDARY ROOF DRAIN	
PRIMARY DRAIN	
SECONDARY DRAIN	
OVERFLOW NOZZLE	O.F.N.
A/C CONDENSER (RE: MEP DWGS.)	
3'-0" WIDE ROOF TRAFFIC PADS	



**BRIDGE 1 @ BLDG 1
& BLDG 4 @ ROOF**
1/4"=1'-0"



**BRIDGE 1 @ BLDG 1
& BLDG 4 @ LEVEL 3-5**
1/4"=1'-0"



**BRIDGE 1 @ BLDG 1
& BLDG 4 @ LEVEL 1**
1/4"=1'-0"

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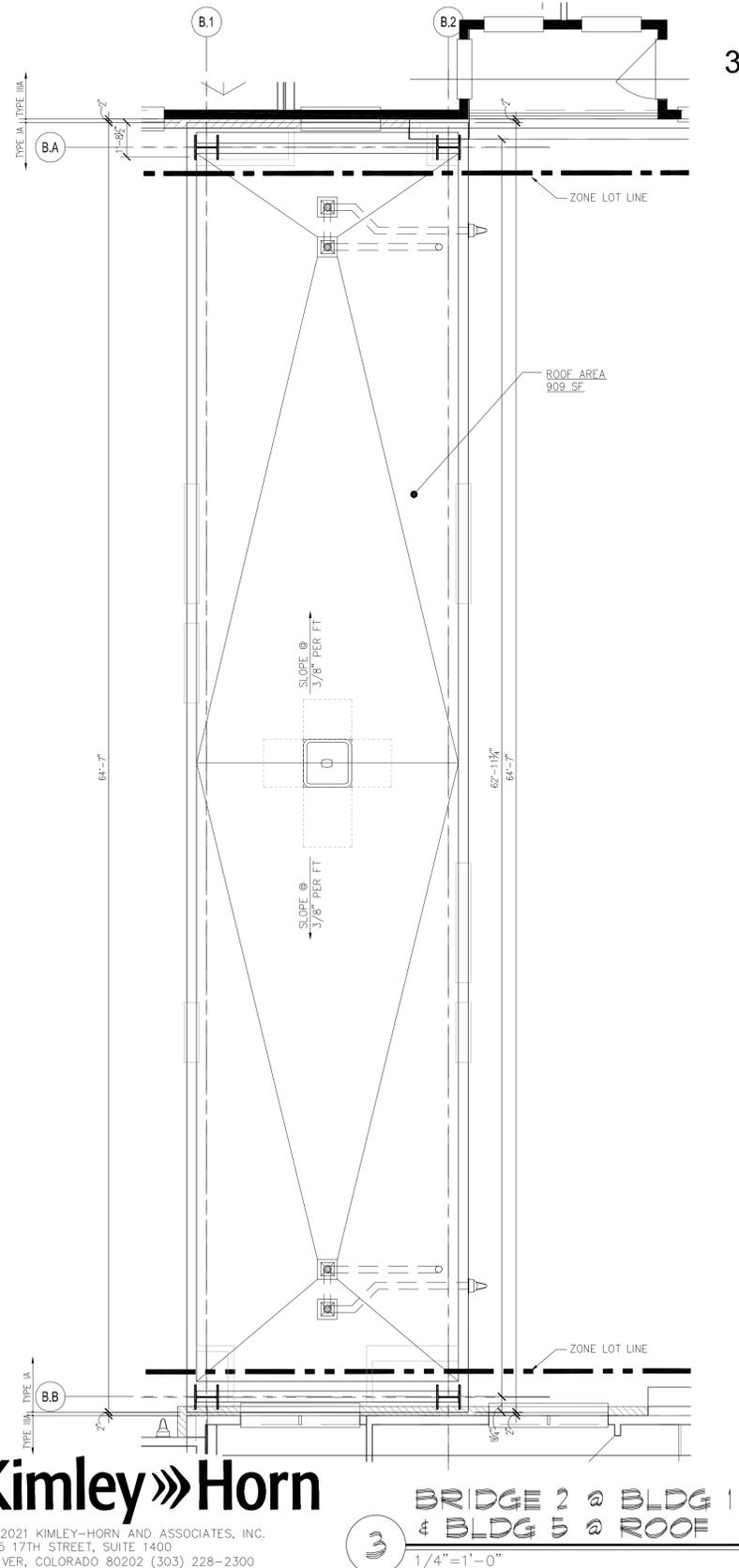
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DENVER, COLORADO 80202 (303) 228-2300

**BRIDGE #1 PLANS
SHEET 2 OF 6**

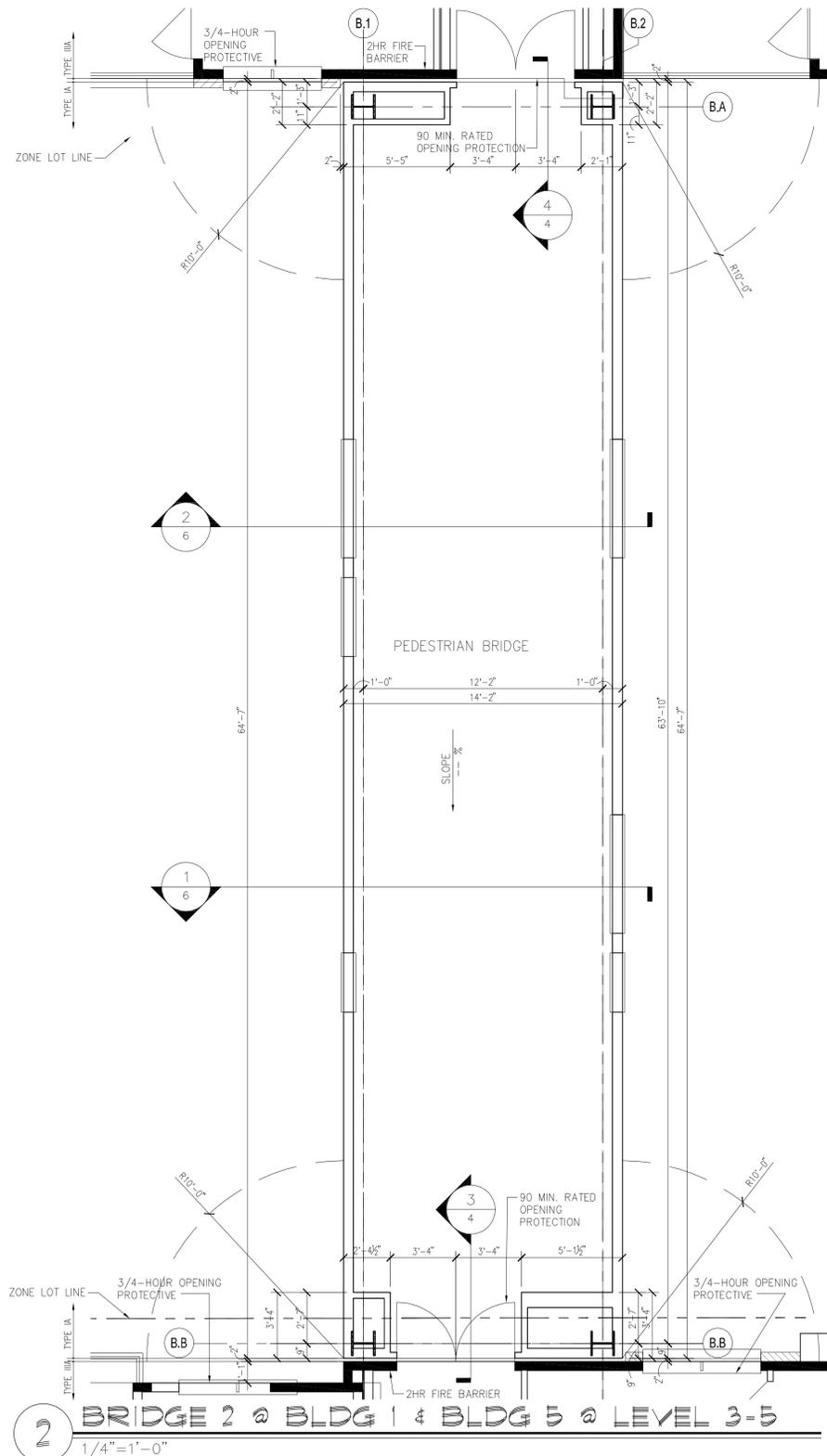
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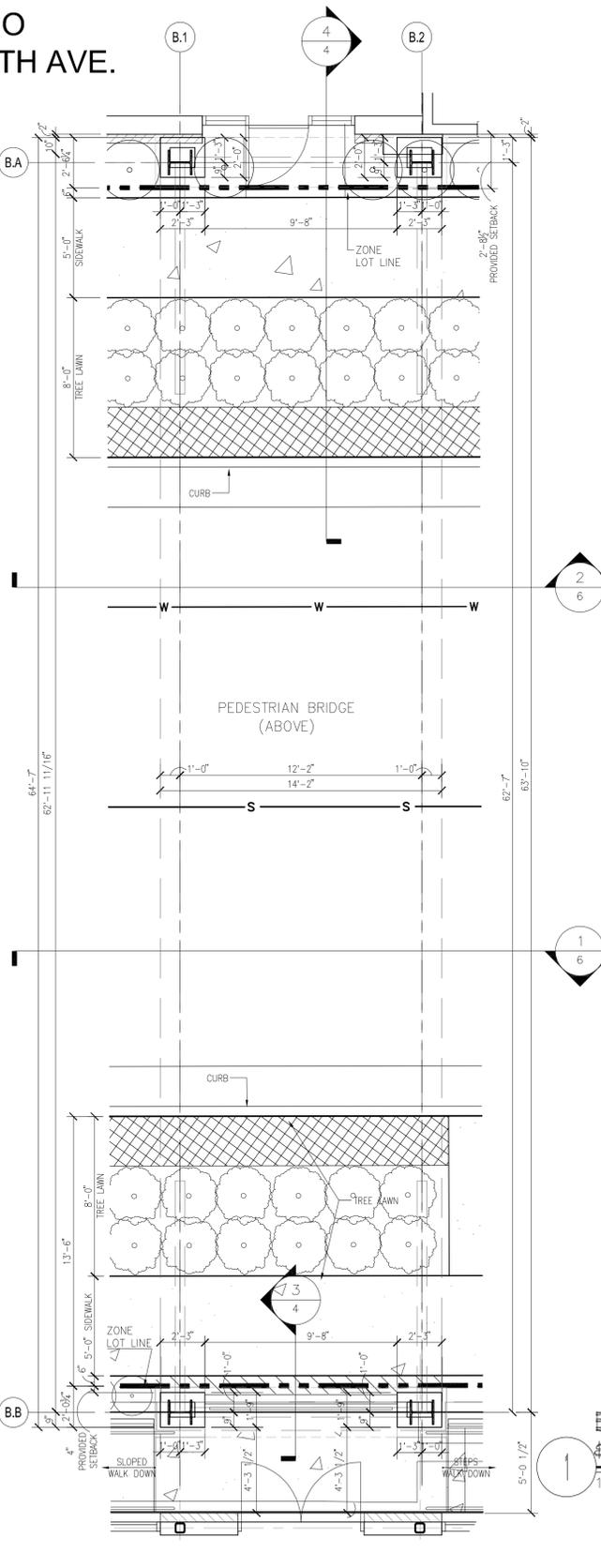
ROOF PLAN LEGEND:	
TAPERED INSULATION	
PRIMARY/SECONDARY ROOF DRAIN	
PRIMARY DRAIN	
SECONDARY DRAIN	
OVERFLOW NOZZLE	
A/C CONDENSER (RE: MEP DWGS.)	
3'-0" WIDE ROOF TRAFFIC PADS	



3 BRIDGE 2 @ BLDG 1
4 BLDG 5 @ ROOF
1/4" = 1'-0"



2 BRIDGE 2 @ BLDG 1 4 BLDG 5 @ LEVEL 3-5
1/4" = 1'-0"



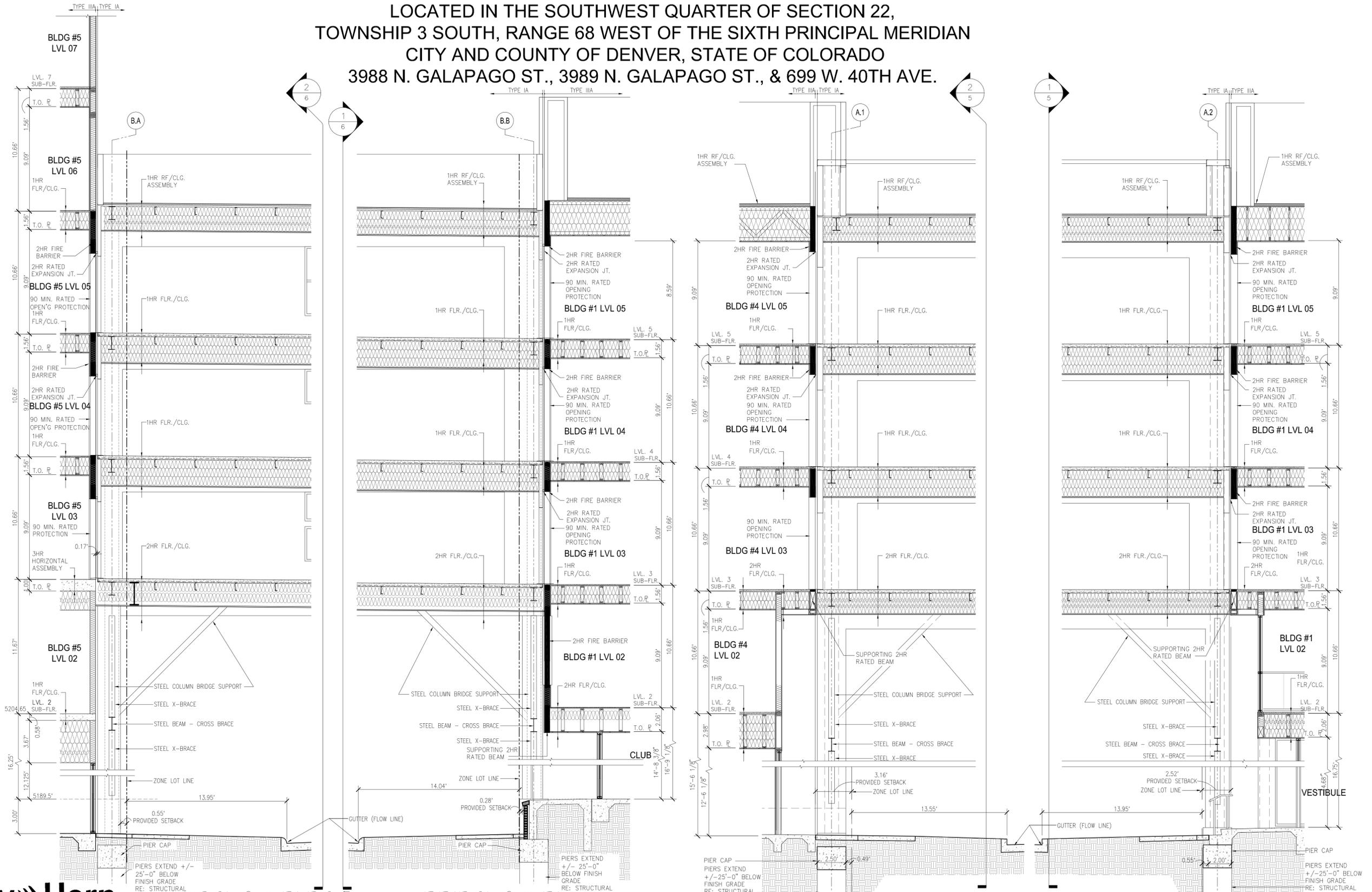
1 BRIDGE 2 @ BLDG 1
4 BLDG 5 @ LEVEL 1
1/4" = 1'-0"
BRIDGE #2 PLANS
SHEET 3 OF 6

I:\2020\40TH & FOX REDEVELOPMENT\MP_001\Plan-310-SHT 3.dwg, Feb 04, 2025 5:37pm

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40TH & FOX REDEVELOPMENT SITE DEVELOPMENT PLAN

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
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3988 N. GALAPAGO ST., 3989 N. GALAPAGO ST., & 699 W. 40TH AVE.



4 BRIDGE 2 @ BLDG 5
LEVEL 3-5 (SIM)
1/4"=1'-0"

3 BRIDGE 2 @ BLDG 1
LEVEL 3-5 (SIM)
1/4"=1'-0"

2 BRIDGE 1 @ BLDG 4
LEVEL 3-5 (SIM)
1/4"=1'-0"

1 BRIDGE 1 @ BLDG 1
LEVEL 3-5 (SIM)
1/4"=1'-0"

BRIDGE SECTIONS
SHEET 4 OF 6

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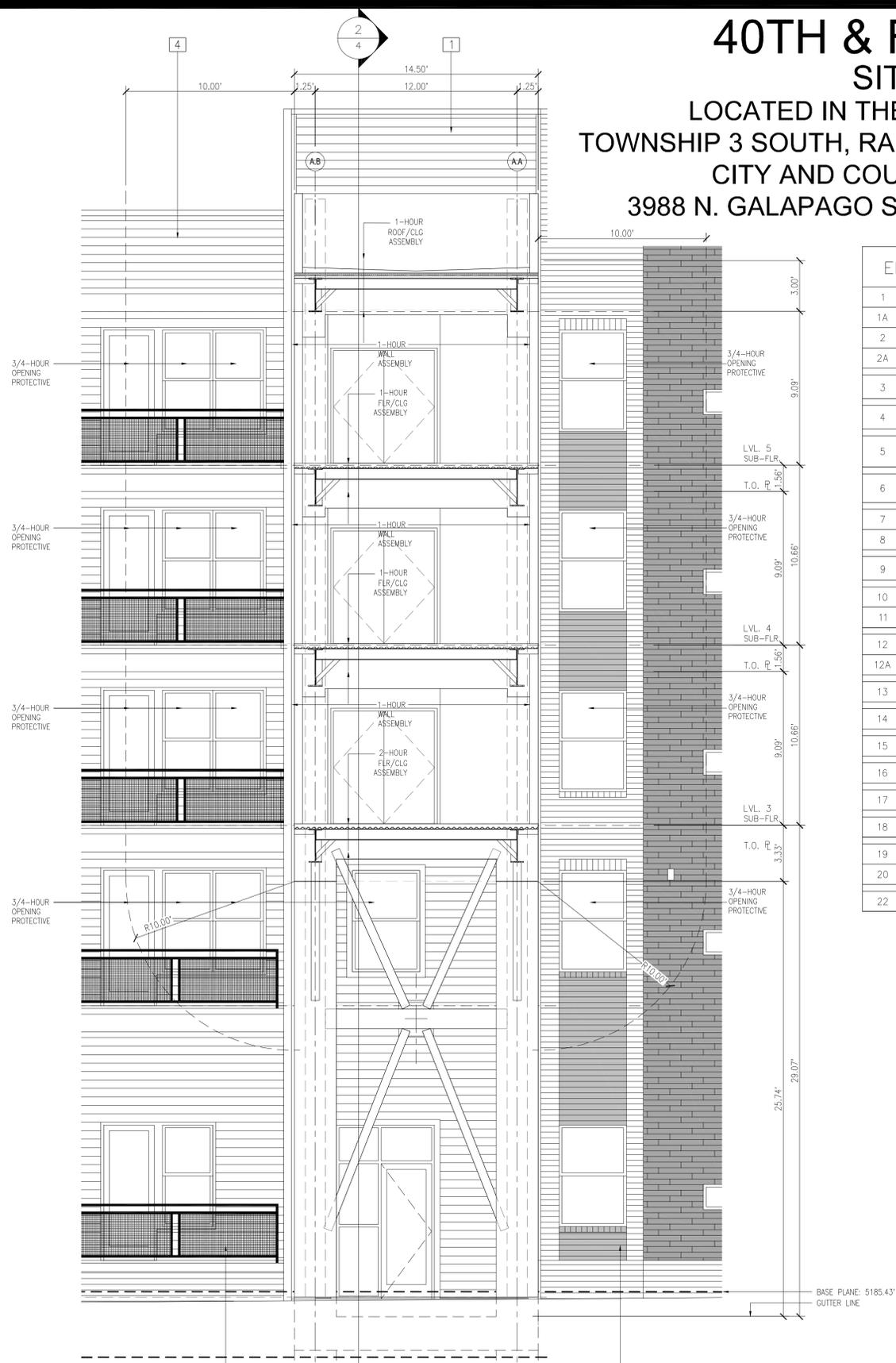
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DENVER, COLORADO 80202 (303) 228-2300

40TH & FOX REDEVELOPMENT SITE DEVELOPMENT PLAN

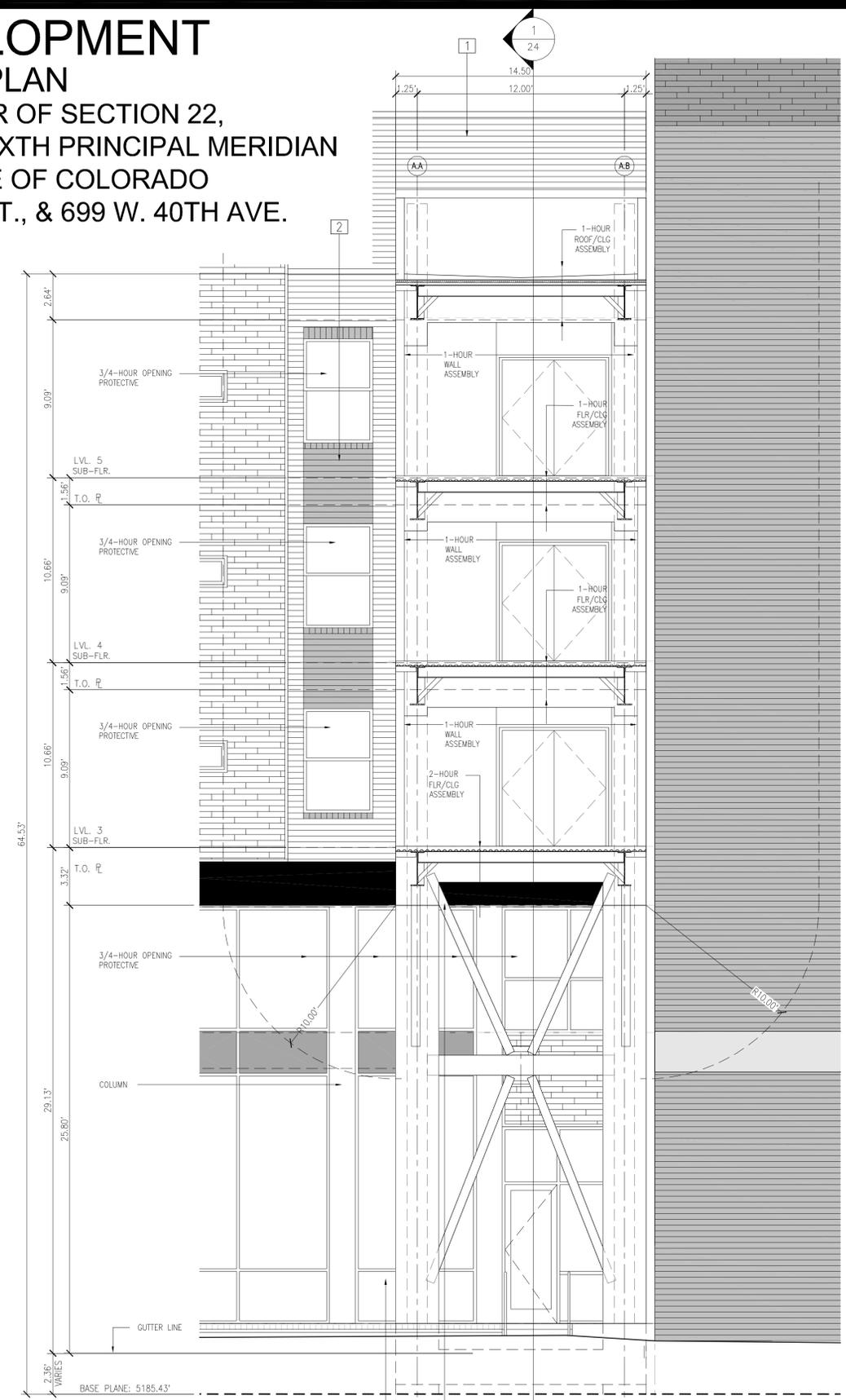
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ELEVATION KEYNOTE LEGEND:

1	BRICK VENEER - COLOR 01
1A	BRICK SOAPERS - COLOR 01
2	BRICK VENEER - COLOR 02
2A	BRICK SOAPERS - COLOR 02
3	FIBER CEMENT HORIZ. LAP SIDING (SMOOTH FINISH) ALTERNATING PATTERN 4" AND 10" EXPOSURE
4	FIBER CEMENT HORIZ. LAP SIDING (SMOOTH FINISH) 6" EXPOSURE
5	PRE-FINISHED FAUX WOOD FIBER CEMENT SIDING - COLOR 01
6	PRE-FINISHED FAUX WOOD FIBER CEMENT SIDING - COLOR 02
7	EXTERIOR 3 COAT STUCCO SYSTEM - TBD COLOR 01
8	EXTERIOR 3 COAT STUCCO SYSTEM - TBD COLOR 02
9	FIBER CEMENT PANEL (SMOOTH FINISH) PAINTED
10	STOREFRONT GLAZING
11	CURTAIN WALL
12	GUARDRAIL SYSTEM - METAL MESH INFILL
12A	GUARDRAIL SYSTEM - GLASS
13	FRAMED WINDOWS
14	KNOTWOOD VERTICAL SCREEN SLATS
15	BLDG LIGHT - RE: ELECT. FOR TYPE
16	GAS METER
17	STAIR PENTHOUSE - ROOF ACCESS
18	RETAINING WALL
19	BRICK SOLDIER COURSE
20	BRICK ROWLOCK
22	BRAKE METAL PANEL



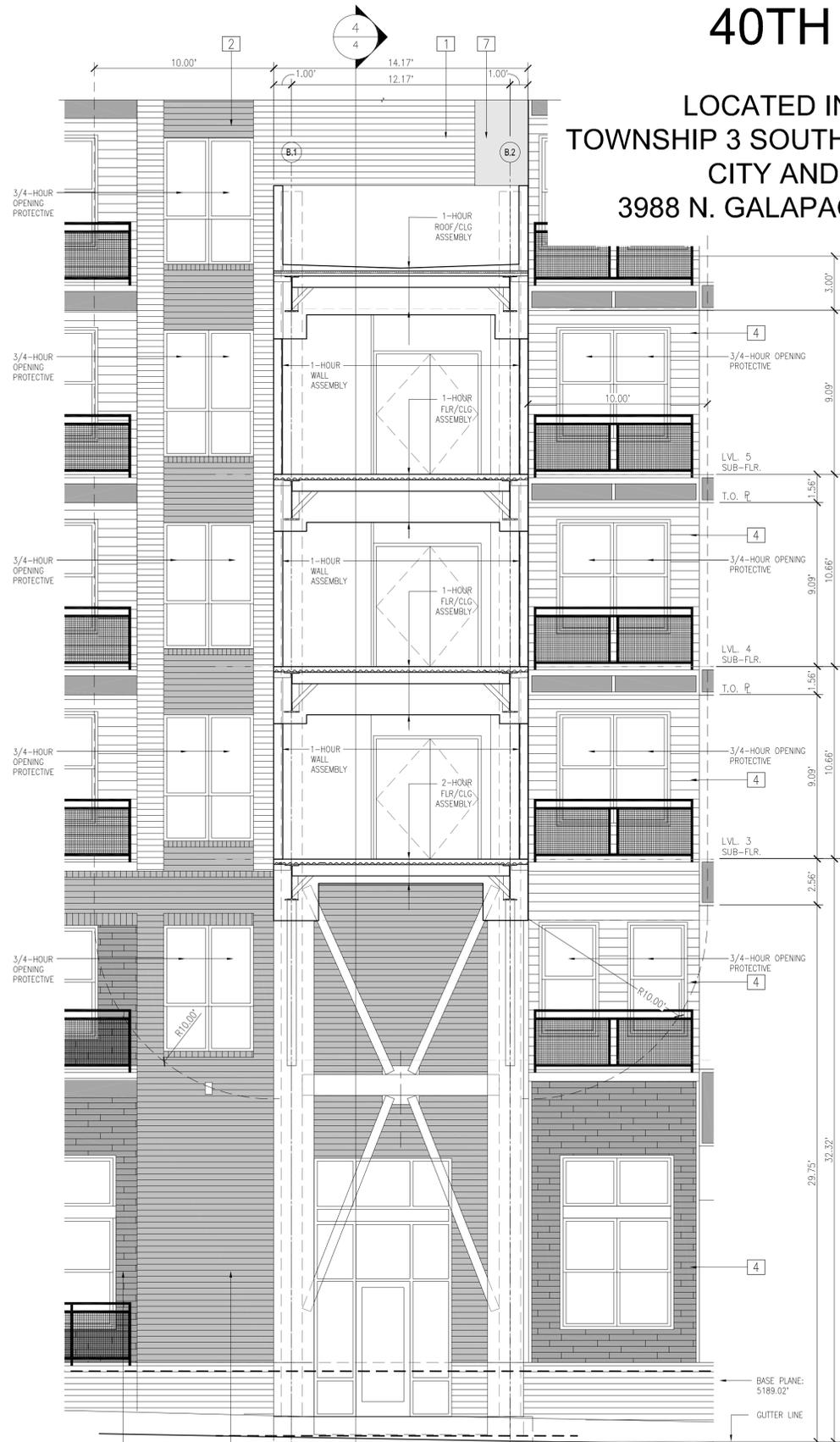
**BRIDGE 1 @ BLDG 4
SECTION**
1/4" = 1'-0"



**BRIDGE 1 @ BLDG 1
SECTION**
1/4" = 1'-0"

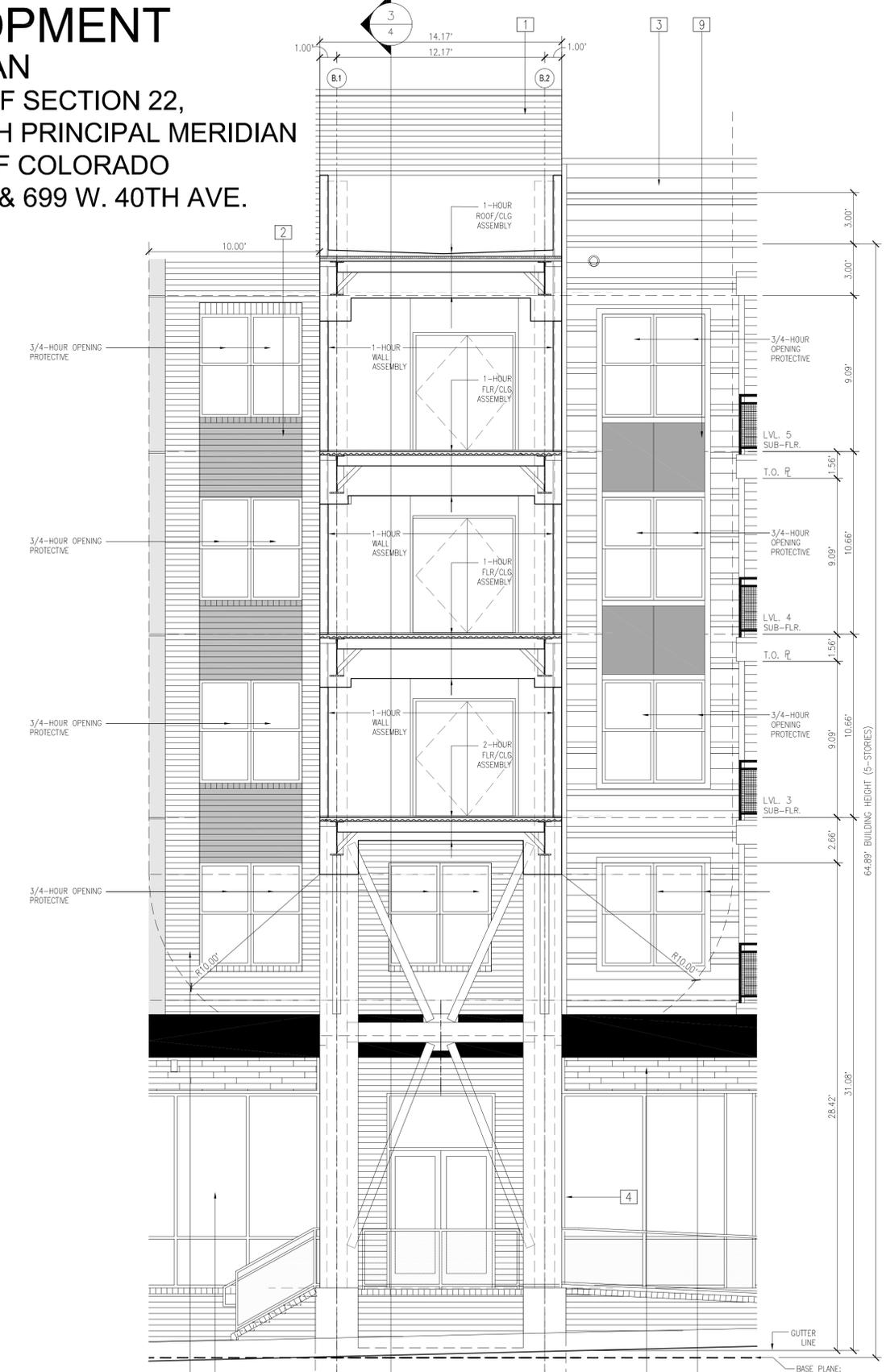
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17	STAIR PENTHOUSE - ROOF ACCESS
18	RETAINING WALL
19	BRICK SOLDIER COURSE
20	BRICK ROWLOCK
22	BRAKE METAL PANEL



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2
BRIDGE 2 @ BLDG 5
SECTION
1/4" = 1'-0"

1
BRIDGE 2 @ BLDG 1
SECTION
1/4" = 1'-0"

I:\2020\40TH & FOX REDEVELOPMENT\TIER 3 ENCROACHMENT\DWG\40TH & FOX TIER 3 ENCROACHMENT SHEET 6.dwg, Feb 04, 2025 5:14pm

EXHIBIT A
LEGAL DESCRIPTION
SHEET 1 OF 2

TWO PARCELS OF LAND LOCATED IN NORTH GALAPAGO STREET, AND WEST 40TH AVENUE, AS DEDICATED BY 40TH AND FOX NORTH SUBDIVISION, AS RECORDED AT RECEPTION NO. 2024008830 IN THE OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, ASSUMED TO BEAR SOUTH 00°11'02" WEST, A DISTANCE OF 2643.28 FEET, MONUMENTED AT THE WEST QUARTER CORNER OF SAID SECTION BY A 3.25" ALUMINUM CAP STAMPED "T3S, R69W, 1/4 21 | 22, PLS 17669 1986", FLUSH WITH GRADE AND AT THE SOUTHWEST CORNER OF SAID SECTION BY A 1" STEEL BAR IN CONCRETE

PARCEL A:

COMMENCING AT SAID WEST QUARTER CORNER OF SAID SECTION 22;
THENCE SOUTH 09°37'05" EAST, A DISTANCE OF 1814.24 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID 40TH AND FOX NORTH SUBDIVISION;
THENCE COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF NORTH GALAPAGO STREET, SOUTH 00°10'22" WEST, A DISTANCE OF 26.57 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, SOUTH 00°10'22" WEST, A DISTANCE OF 16.00 FEET;
THENCE NORTH 89°49'38" WEST, A DISTANCE OF 64.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID NORTH GALAPAGO STREET;
THENCE COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, NORTH 00°10'22" EAST, A DISTANCE OF 16.00 FEET;
THENCE SOUTH 89°49'38" EAST, A DISTANCE OF 64.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID NORTH GALAPAGO STREET, ALSO BEING THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,024 SQUARE FEET OR 0.0235 ACRES, MORE OR LESS.

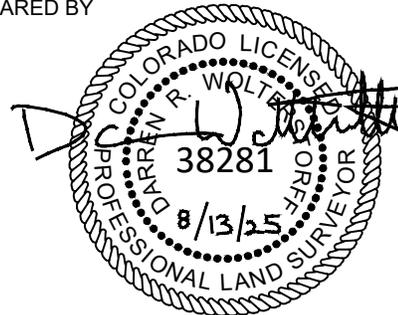
PARCEL B:

COMMENCING AT SAID WEST QUARTER CORNER OF SAID SECTION 22;
THENCE SOUTH 09°37'05" EAST, A DISTANCE OF 1814.24 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID 40TH AND FOX NORTH SUBDIVISION;
THENCE COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF WEST 40TH AVENUE, SOUTH 89°54'38" EAST, A DISTANCE OF 81.30 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°05'22" EAST, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WEST 40TH AVENUE;
THENCE COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°54'38" EAST, A DISTANCE OF 16.00 FEET;
THENCE SOUTH 00°05'22" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST 40TH AVENUE;
THENCE COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, NORTH 89°54'38" WEST, A DISTANCE OF 16.00 FEET TO THE **POINT OF BEGINNING**.

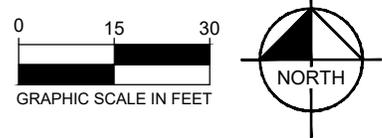
SAID PARCEL CONTAINS 960 SQUARE FEET OR 0.0220 ACRES, MORE OR LESS.

I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.
6200 SOUTH SYRACUSE WAY, #300
GREENWOOD VILLAGE, CO 80111
(303) 228-2300

EXHIBIT A
ILLUSTRATION
SHEET 2 OF 2

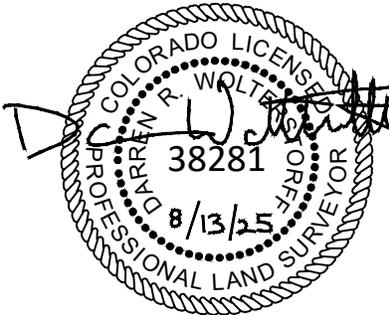
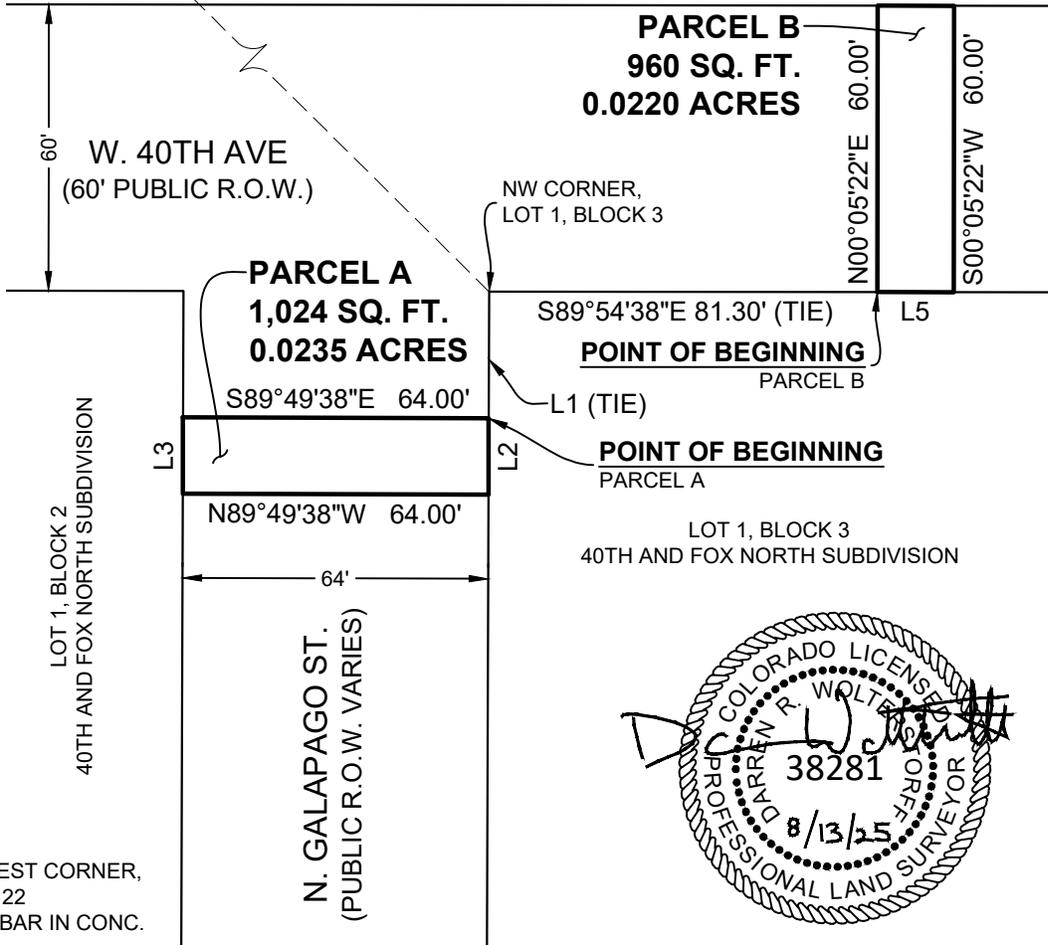


POINT OF COMMENCEMENT
WEST 1/4 CORNER, SECTION 22
3.25" ALUMINUM CAP
STAMPED "T3S, R69W, 1/4 21 | 22
PLS 17669 1986", FLUSH W/ GRADE

LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°10'22"W	26.57'
L2	S00°10'22"W	16.00'
L3	N00°10'22"E	16.00'
L4	S89°54'38"E	16.00'
L5	N89°54'38"W	16.00'

LOT 1, BLOCK 1
40TH AND FOX NORTH SUBDIVISION

(BASIS OF BEARINGS)
W. LINE, SW 1/4, SEC. 22
S00°11'02"W 2643.28'



NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn

6200 SOUTH SYRACUSE WAY, #300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	CJW	DRW	2025-05-28	196055000	2 OF 2



03/04/2026 09:11 AM
City & County of Denver

R \$43.00

DEL

2026023605

Page: 1 of 9

D \$0.00

DECLARATION OF SKYBRIDGE OWNERSHIP, USE, MAINTENANCE COVENANTS WITH ACCESS EASEMENTS

THIS DECLARATION OF SKYBRIDGE OWNERSHIP, USE, MAINTENANCE COVENANTS WITH ACCESS EASEMENTS (the “Declaration”) is made as of the 12 day of February, 2026 (the “Effective Date”), by AMFP V FOX STATION LLC, a Delaware limited liability company (the “Declarant”).

RECITALS

A. Declarant is the owner of that certain real property and improvements located at 699 West 40th Avenue, 3988 North Galapago Street and 3989 North Galapago Street, Denver, Colorado and more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Property”).

B. Declarant intends to develop the Property in accordance with the site plan attached hereto as Exhibit “B” (the “Site Plan”).

C. The Property is comprised of Zone Lot 1, Zone Lot 2 and Zone Lot 3, all as identified on the Site Plan (each a “Zone Lot” and, as specifically referred to herein, “Zone Lot 1”, “Zone Lot 2”, and “Zone Lot 3”). An owner of the fee simple title to a Zone Lot or Zone Lots may be referred to herein as an “Owner” or collectively as the “Owners”.

D. Declarant desires to establish rights and encumber the Property and each Zone Lot with certain covenants and access easements in order to facilitate the ownership, use, maintenance, and repair of the (A) pedestrian skybridge over W. 40th Ave. providing pedestrian access to and from Building 5 on Zone Lot 1 and Building 1 of Zone Lot 3, and (B) pedestrian skybridge over N. Galapago Street providing pedestrian access to and from Building 4 on Zone Lot 2 and Building 1 of Zone Lot 3 (each a “Skybridge” and collectively, the “Skybridges”), all as identified on the Site Plan, in the event that fee simple title to the Zone Lots is held by more than one (1) Owner, as hereinafter set forth.

E. Pursuant to that certain Permit Number 2025-ENCROACHMENT-0000020 (the “Encroachment Permit”), the City has permitted the Skybridges to encroach upon, over, and across W. 40th Ave. and N. Galapago Street, as applicable, in accordance with and subject to the terms and conditions of the Encroachment Permit, such encroachments to be shared and enjoyed by each of the Owners.

NOW, THEREFORE, for and in consideration of the mutual benefits to accrue to the Owners of the Property, the Declarant hereby imposes the easements and covenants contained in this Declaration against the Property and such Property is and shall be held, transferred, sold, mortgaged, conveyed and occupied subject to the terms of this Declaration.

1. Grant of Easement. Declarant hereby reserves, establishes, grants, retains and creates for itself, all future Owners of the Property and/or any Zone Lot and each of their respective

tenants, employees, customers, contractors, vendors, subtenants, agents, licensees, invitees, guests, successors and assigns (collectively, the "Permitted Users"), a perpetual, non-exclusive easement appurtenant to all or any portion of the Property, for ingress and egress by pedestrian traffic, upon, over and across the Skybridges and all portions of Zone Lot 3 reasonably necessary to access the parking garage located within Building 2 located on Zone Lot 3 (provided that all such pedestrian traffic shall be restricted to existing walkways established by the Owner(s) of Zone Lot 3), subject to (a) such reasonable rules and regulations as the Owner(s) of Zone Lot 3 may promulgate from time to time and (b) rights of ingress and egress of other tenants having access to the over and across the Skybridges and their employees, agents and invitees. The Owner(s) of Zone Lot 3 shall not be responsible for enforcing any Permitted User's rights against any third parties, and each other Owner expressly does not have the right to obstruct the Skybridges. Each Owner shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the Property and the Skybridges ("Applicable Laws"), including without limitation obtaining all necessary licenses and permits, if any, in connection with the easement rights granted hereunder. The Owner(s) of Zone Lot 3 reserves the right to enter upon the Skybridges at all reasonable hours for the purpose of inspecting the same, or the use thereof by the Owner(s) of Zone Lot 3 or its Permitted Users, or for making repairs.

2. Ownership and Maintenance of Skybridges; Payment of Fees. In the event that fee simple title to the Zone Lots is held by more than one (1) Owner, then the Owner(s) of Zone Lot 3 shall at all times be responsible for maintaining and repairing the Skybridges in a good, clean and safe condition and in compliance with all Applicable Laws. Alternatively, the Owner(s) of Zone Lot 3 may delegate the cost and responsibility of maintaining and repairing the Skybridges to any association formed for the purposes managing and operating any common areas to be utilized by the Owners and located within the Property, which may include the Skybridges, as designated pursuant to a separate declaration or similar instrument recorded in the applicable public records of the City and County of Denver. In the event that fee simple title to Zone Lot 1, and/or Zone Lot 2 is held by different Owner(s) than the Owner(s) of Zone Lot 3, then the Owner(s) of Zone Lot 1 shall reimburse the Owner(s) of Zone Lot 3 for fifty percent (50%) of the actual out-of-pocket costs incurred by the Owner(s) of Zone Lot 3 to maintain and/or repair the Skybridge connecting Building 5 on Zone Lot 1 to Building 1 of Zone Lot 3, and the Owner(s) of Zone Lot 2 shall reimburse the Owner(s) of Zone Lot 3 for fifty percent (50%) of the actual out of pocket costs incurred by the Owner(s) of Zone Lot 3 to maintain and/or repair the Skybridge connecting Building 4 on Zone Lot 2 to Building 1 of Zone Lot 3. If the Owner(s) of Zone Lot 1 and/or Zone Lot 2, as applicable, fail to reimburse the Owner(s) of Zone Lot 3 for their applicable share of the verifiable, out-of-pocket costs and expenses incurred by the Owner(s) of Zone Lot 3 in connection with the repair and maintenance of the Skybridges, as applicable and as set forth in this Declaration, within thirty (30) days after its receipt of an invoice therefor, interest shall accrue thereon at the rate of twelve percent (12%) per annum, or at the highest annual interest rate allowed by law, whichever is less (the "Default Interest Rate"), from the date the amounts are expended until the date repaid; and the Owner(s) of Zone Lot 3 may exercise any and all rights and/or remedies available either at law or in equity. The Owner of Zone Lot 3 shall be responsible, at such Owner's sole cost and expense, for paying any license fees or other invoices and/or fees payable to the City in connection with the Encroachment Permit. Within thirty (30) days after its receipt of an invoice therefor from the Owner of Zone Lot 3, each of the Owners of Zone Lot 1 and Zone Lot 2 shall reimburse the Owner of Zone Lot 3 for each such Owner's proportionate

share of such license fees or other invoices and/or fees payable to the City in accordance with the immediately preceding sentence to the extent such amounts are applicable to the encroachment of the Skybridge connecting the applicable building on such Owner's Zone Lot to Building 1 on Zone Lot 3.

3. Failure to Maintain. If the Owner(s) of Zone Lot 3 should fail to repair or maintain the Skybridges in accordance with the terms of this Declaration, then any other Owner shall have the right, but not the obligation, to deliver written notice of such failure (a "Maintenance Default Notice") to the responsible Owner(s), which Maintenance Default Notice shall describe in detail the maintenance items which the delivering Owner(s) believes are required hereunder and which the Owner(s) of Zone Lot 3 has failed to perform. If the Owner(s) of Zone Lot 3 does not remedy the failure(s) alleged in the Maintenance Default Notice within thirty (30) days after the date of the Maintenance Default Notice, then the Owner(s) providing such Maintenance Default Notice shall have the right, but not the obligation, to (a) perform the maintenance items specified therein and receive reimbursement on demand from the Owner(s) of Zone Lot 3 for the Owner(s)' of Zone Lot 3 proportionate share of all reasonable, out-of-pocket costs and expenses incurred by such non-defaulting Owner(s)' performance thereof, and if the Owner(s) of Zone Lot 3 fails to reimburse such Owner(s) for such verifiable, out-of-pocket costs and expenses to cure said default within thirty (30) days after its receipt of an invoice therefor, interest shall accrue thereon at the Default Interest Rate, from the date the amounts are expended until the date repaid; and/or (b) exercise any and all rights and/or remedies available to the such non-defaulting Owner under other provisions of this Declaration, at law or in equity. Notwithstanding the foregoing, in the event of an emergency posing an imminent threat of harm to persons or the property of another Owner, then that Owner may proceed to take such action as is reasonable under the circumstances, without giving a Maintenance Default Notice, and bill the responsible Owner(s) therefor and provided herein. If the Owner(s) of Zone Lot 3 repeatedly fails to perform its maintenance obligations as required by this Declaration in a reasonably diligent manner, in the reasonable judgment of the other Owner(s), then the other Owner(s) shall be entitled to delegate such obligations to a third party who shall be deemed to be an agent of the Owner(s) of Zone Lot 3, provided that the Owner(s) of Zone Lot 3 is furnished prior written notice thereof, and the Owner(s) of Zone Lot 3 shall thereafter pay on demand any and all commercially reasonable costs and expenses incurred in connection with the engagement of such third party, plus an additional amount equal to ten percent (10%) thereof as an administrative fee to cover any overhead and administrative expenses incurred in connection with the coordination and engagement of such third party.

4. Modification and Assignment. None of (i) the Encroachment Permit, (ii) this Declaration, (iii) nor any provision hereof may be waived, modified, amended, discharged, or terminated without the prior written consent of all the current Owners or any of their successors and assigns. Additionally, for so long as the original Declarant is an Owner, such original Declarant's consent will be required for any waiver, modification, amendment, discharge, or termination of the Encroachment Permit and/or this Declaration. The Owners agree to reasonably cooperate with one another in connection with any reasonably requested modifications to this Declaration requested by another Owner, and the Owner's shall be required to comply with any waiver, modification, amendment, discharge, or termination of the Encroachment Permit and/or this Declaration required by the City.

5. Indemnification. The Owners of Zone Lot 1 and Zone Lot 2 (each an "Indemnitor") shall each indemnify, defend, and hold the Owner(s) of Zone Lot 3 and its officers, directors, shareholders, members, partners, employees, agents, representatives, tenants, licensees, guest, invitees, successors and assigns (the "Indemnitees") harmless from and against any and all liability, loss, damage, cost and expense, including, without limitation, reasonable attorneys' fees and court costs and Indemnitee's indirect, incidental and consequential damages (including lost profits, revenues or other economic losses), occasioned by or arising from use of the use of the Skybridges by the Indemnitor or its Permitted Users pursuant to the rights granted under this Declaration, or a breach or default under the terms or provisions of this Declaration by the Indemnitor, except to the extent caused by the gross negligence or intentional misconduct of the Indemnitee or its Permitted Users. Notwithstanding the foregoing, the Owners of Zone Lot 1 and Zone Lot 2 each hereby release the Owner(s) of Zone Lot 3 from any claim, loss or damage to the Skybridges, and the improvements now or hereafter located thereon, by reason of fire or other casualty, regardless of origin, including the negligence of the Owner(s) of Zone Lot 3, to the extent insured or insurable under a standard fire and extended coverage/all-risk insurance policy (or similar casualty insurance policy). Notwithstanding the foregoing, in no event shall the foregoing indemnification obligations in any way reduce, modify, or affect the indemnification obligations imposed on the Owners by the Encroachment Permit, and each Owner agrees to be bound by and adhere to all of the terms and conditions of the Encroachment Permit, including any indemnification obligations set forth therein.

6. Insurance. Each Owner shall maintain in effect comprehensive general liability insurance covering their indemnification obligations in Section 5 above and shall name the Owner(s) of Zone Lot 3 (or its designee) as additional insureds with regard to the use of the Skybridges, as is applicable. Each such policy shall provide a combined bodily injury, death and property damage limit of not less than a combined single limit of \$2,000,000. Beginning on the tenth (10th) anniversary of the date hereof and not more often than every ten (10) years thereafter, at the request of the current Owner(s) of Zone Lot 3 the amount of such policies may be increased to the then-existing market level of liability insurance then required by prudent parties to similar easements. Notwithstanding the foregoing, in no event shall the foregoing insurance requirements in any way reduce, modify, or affect the insurance requirements imposed on the Owners by the Encroachment Permit, and each Owner agrees to be bound by and adhere to all of the terms and conditions of the Encroachment Permit, including any insurance requirements set forth therein.

7. Miscellaneous.

(a) Governing Law. The Declaration will be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any conflicts of law principles thereof; provided, however, venue will be in Denver County, Colorado.

(b) Headings. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Declaration.

(c) Binding Effect. All of the provisions hereof shall constitute covenants running with the land and the title to the Property in perpetuity, whether owned by Declarant or a subsequent Owner or Owners, and whether owned by the same Owner or different Owners. The

provisions of this Declaration shall be binding upon and inure to the benefit of Declarant and all future Owners of any portion of the Property, as well as the heirs, personal representatives, successors and assigns of such persons. Upon the transfer of record ownership by any Owner to a new Owner of a Zone Lot, such previous Owner shall be relieved of any and all obligations, duties, and liabilities imposed by this Declaration arising from and after the effective date of such transfer of ownership with respect to such Zone Lot, which it previously owned. If all the Property is ever owned by the same person(s), the covenants contained in this Declaration shall not merge into the fee simple title of the Owner(s).

(d) No Dedication. No easement is hereby created for the benefit of any third person except as otherwise expressly set forth herein, and this Declaration shall not be deemed to obligate any Owner(s) to grant easements or access rights to any other Owner or third party, except as otherwise expressly set forth herein. No provision of this Declaration is intended to create or constitute any third-party beneficiary hereof, and nothing contained herein will be deemed or construed as a gift or dedication of any rights or interests to the general public or to any government body or agency. Notwithstanding the foregoing, the Owner(s) of Zone Lot 3 may grant additional easements relating to the Skybridges in its sole and absolute discretion.

(e) Severability. In case any one or more of the provisions contained in this Declaration will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Declaration will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) Attorneys' Fees. If any Owner fails to perform any of its obligations under this Declaration or if a dispute arises concerning the meaning or interpretation of any provision of this Declaration, the prevailing Owner will be entitled to have and recover from the other Owner all costs and expenses incurred by the other Owner in enforcing or establishing its rights hereunder, including without limitation all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

(g) No Waiver. The failure of any Owner and/or others entitled to enforce any of the covenants, conditions, restrictions and/or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other covenants, conditions, restrictions and/or reservations, and Declarant shall not be liable to any other Owner or any other party for any such failure.

(h) Remedies Cumulative. Except as otherwise specifically provided in this Declaration, no remedy provided in this Declaration shall be exclusive, but shall be cumulative with any and all other rights and remedies provided for in this Declaration, and any and all other rights and remedies at law or in equity which are available to Declarant and/or the Owners.

(i) Term. This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein, shall continue in full force and effect for a period of fifty (50) years from and after the Effective Date, or such lesser period if and to the extent a lesser period is required by applicable law, and thereafter the terms hereof shall be renewed

automatically for successive ten (10) year periods, unless all the Owners decide not to renew the term of this Declaration, in which event all Owners and any parties owning at that time any security interest in any of the Zone Lots shall execute and record in the official public records of the County a statement terminating this Declaration. Notwithstanding the foregoing, in no event shall this Declaration be terminated or cease to be effective, so long as the Skybridges continue to encroach upon, over, and across W. 40th Ave. and N. Galapago Street, and/or the Encroachment Permit (or any successor permit thereto) remains in effect with respect to the encroachment of the Skybridges as set forth herein.

(j) Continuation Notwithstanding Breach. Notwithstanding anything to the contrary contained herein, no breach of this Declaration shall (i) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Property; provided, however, that the foregoing limitations shall not in any way affect any other rights or remedies which an Owner may have hereunder by reason of any such breach.

(g) Compliance with Laws. Except as otherwise expressly set forth herein, each Owner shall be responsible, at its sole expense, for complying with all laws, ordinances, rules, orders, regulations and requirements pertaining to the condition or use of its Zone Lot.

[signatures appear on the following pages]

Exhibit "A"
Description of the Property

LEGAL DESCRIPTION

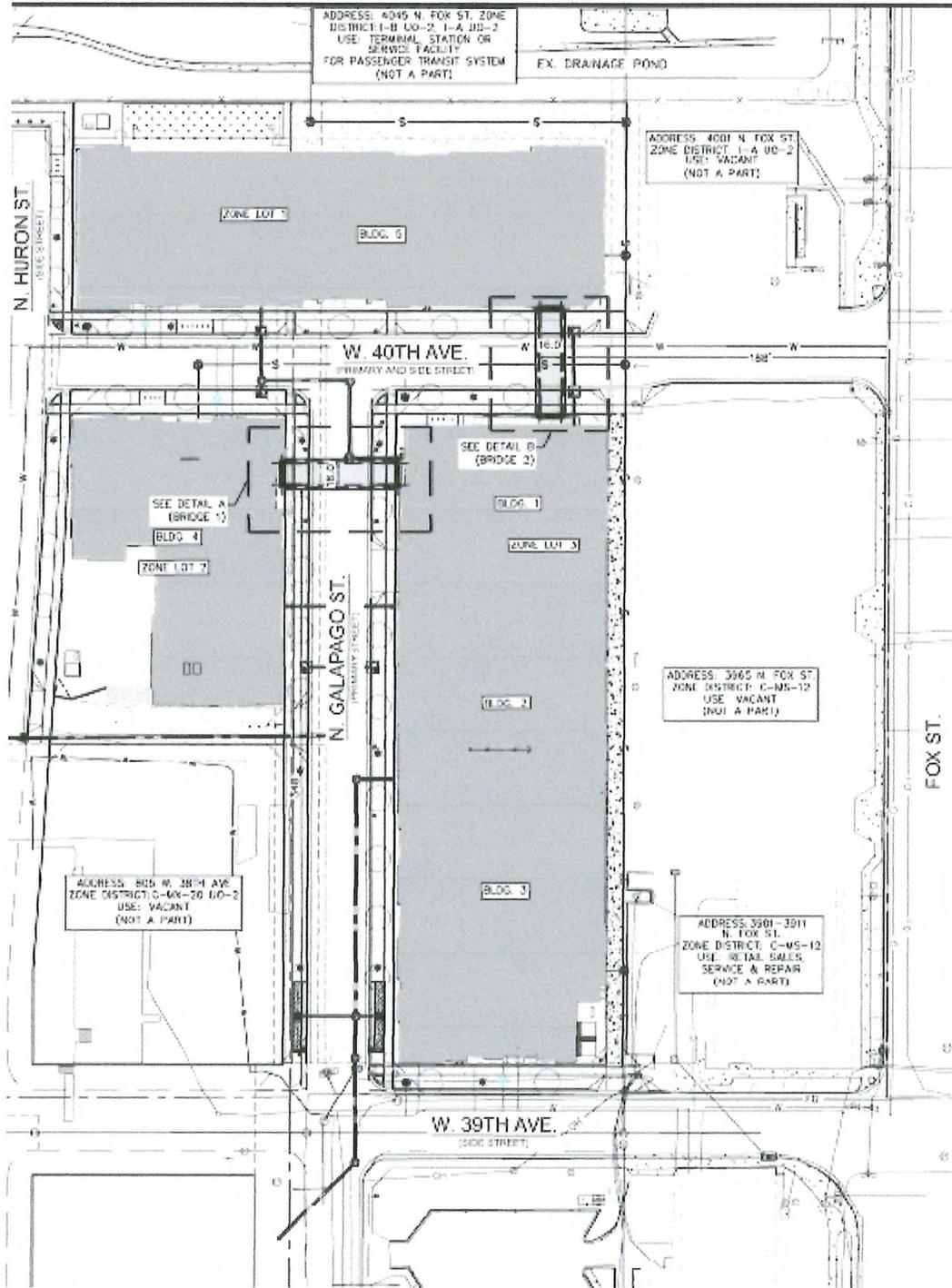
40th and Fox Redevelopment
Southwest Quarter of Section 22, Township 3 South, Range 68 West of Sixth Principal Meridian,
City and County of Denver, State of Colorado.

3988 N Galapago St., Denver, CO
40TH & FOX NORTH SUB B3 L1

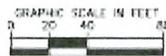
3989 N Galapago St., Denver, CO
40TH & FOX NORTH SUB B2 L1

699 W 40th Ave, Denver, CO
40TH & FOX NORTH SUB B1 L1

Exhibit "B"
Site Plan



OVERALL SITE PLAN



Exh. "B"-1



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 National Commercial Services Issuing Office: 1380 17th Street, Denver, CO 80202	Escrow Officer Name: Invoice Processing Escrow Officer Number: Escrow Officer Email: concsinvoiceprocessing@firstam.com
Issuing Office's ALTA® Registry ID: 1105402 Commitment Number: NCS-1250581-CO Issuing Office File Number: NCS-1250581-CO Property Address: 700 West 40th Avenue, 725 West 39th Avenue, 689 West 39th Avenue, Denver, CO 80216 Revision Number:	Escrow Assistant Name: Escrow Assistant Number: Escrow Assistant Email: Title Officer Name: Jef Stanton Title Officer Number: (360)298-5619 Title Officer Email: jstanton@firstam.com Title Assistant Name: Emma Philipp Title Assistant Number: (412)789-7613 Title Assistant Email: ephilipp@firstam.com

SCHEDULE A

1. Commitment Date: January 17, 2025 at 5:00 P.M.
2. Policy to be issued:
 - a. None: See Schedule B, Part
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

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

AMFP V Fox Station LLC, a Delaware limited liability company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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 No. NCS-1250581-CO

EXHIBIT A

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

Parcel I:

Lot 1, Block 1,
40TH AND FOX NORTH SUBDIVISION,
City and county of Denver,
State of Colorado.

Parcel II:

Lot 1, Block 2,
40TH AND FOX NORTH SUBDIVISION,
City and county of Denver,
State of Colorado.

Parcel III:

Lot 1, Block 3,
40TH AND FOX NORTH SUBDIVISION,
City and county of Denver,
State of Colorado.

For informational purposes only: APN(S): 02223-31-001-000, 02223-32-001-000 and 02223-33-001-000

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 No. NCS-1250581-CO

SCHEDULE B, PART I—Requirements

LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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Commitment No. NCS-1250581-CO

SCHEDULE B, PART II—Exceptions

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

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

1. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
3. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Any water rights, claims or title to water, in, on or under the Land, whether or not the matters excepted are shown by the Public Records.
7. This item has been intentionally deleted.
8. This item has been intentionally deleted.
9. An easement for sewers, water pipes and appurtenances and incidental purposes as reserved in Ordinance No. 116, Series of 1947 recorded September 5, 1947 in [Book 6269 at Page 137](#).

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Ordinance No. 20230497, Series of 2023, A Bill for an ordinance relinquishing a portion of the easement reserved in Ordinance No. 116, Series of 1947 in connection therewith recorded May 26, 2023 at Reception No. [2023047840](#).

Ordinance No. 20240183, Series of 2024, A Bill for an ordinance relinquishing a portion of the easement reserved in Ordinance No. 116, Series of 1947 in connection therewith recorded March 18, 2024 at Reception No. [2024022248](#).

10. An easement for railroad spur track and incidental purposes granted to the Brannan Sand and Gravel Company, as set forth in an instrument recorded April 1, 1966 in [Book 9581 at Page 108](#).
11. An easement for utilities, telephone, power, and sanitary sewer lines and incidental purposes as reserved in Ordinance No. 400, Series of 1978 recorded June 28, 1978 in [Book 1720 at Page 367](#).
12. Ordinance No. 116, Series of 1947, for vacating a portion of Galapago Street and of West 40th Avenue in Viaduct Addition to Denver, recorded August 19, 1992 at Reception No. [9200095493](#).

Ordinance No. 20240183, Series of 2024, A Bill for an ordinance relinquishing a portion of the easement reserved in Ordinance No. 116, Series of 1947 in connection therewith recorded March 18, 2024 at Reception No. [2024022248](#).

13. This item has been intentionally deleted.
14. This item has been intentionally deleted.
15. An easement for sewers, water pipes and appurtenances and incidental purposes as reserved in Ordinance No. 23, Series of 1934 recorded May 7, 1934 in [Book 4782 at Page 98](#).

Ordinance No. 20240183, Series of 2024, A Bill for an ordinance relinquishing a portion of the easement reserved in Ordinance No. 116, Series of 1947 in connection therewith recorded March 18, 2024 at Reception No. [2024022248](#).

16. An easement for stormwater, sanitary sewage and incidental purposes as reserved in Easement Agreement recorded March 3, 2023 as Instrument No. [2023017683](#).
17. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/NSPS Land Title Survey dated September 17, 2020, prepared by Wilson & Company, as Job Number [20-300-098](#):
 - A. Encroachment of garage in Parcel 1 into easement areas described in Exception 10 and 13.
 - B. Fence lines off the Southwest corner of the property as shown.

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- C. Fence line off the south line of the property as shown.
- D. Fence line off the north and east lines of the property as shown

- 18. This item has been intentionally deleted.
- 19. This item has been intentionally deleted.
- 20. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. CR24-0049, Series of 2024 recorded February 6, 2024 at Reception No. [2024008160](#).
- 21. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. CR24-0050, Series of 2024 recorded February 6, 2024 at Reception No. [2024008161](#).
- 22. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of 40th and Fox North Subdivision, recorded February 7, 2024 at Reception No. [2024008830](#).
- 23. Terms, conditions, provisions, obligations and agreements as set forth in the Zoning Permit Final Action recorded February 29, 2024 at Reception No. [2024016947](#).
- 24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Non-Exclusive Easement recorded April 9, 2024 at Reception No. [2024031755](#).
- 25. 40th and Fox Redevelopment Site Development Plan recorded August 28, 2024 at Reception No. [2024080673](#).

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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

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Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

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

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

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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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.

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;

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- 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.

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

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- 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.
- 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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Tier III 40th and Fox Pedestrian Bridges

09/12/2025

Master ID: 2020-PROJMSTR-0000508 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000020 **Review Phase:**
Location: 3988 N Galapago Street **Review End Date:** 03/20/2025

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: Viktoriya Luckner
Reviewers Email: Viktoriya.Luckner@denvergov.org

Status Date: 03/20/2025
Status: Approved
Comments:

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved - No Response

Reviewers Name: Stephen Wilson
Reviewers Email: Stephen.Wilson2@denvergov.org

Status Date: 03/21/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review

Review Status: Approved

Reviewers Name: Ali Gulaid
Reviewers Email: Ali.Gulaid@denvergov.org

Status Date: 09/12/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000020 - Tier III 40th and Fox Pedestrian Bridges
Reviewing Agency/Company: ROW/SURVEY
Reviewers Name: Ali Gulaid
Reviewers Phone: 720-865-3132
Reviewers Email: ali.gulaid@denvergov.org
Approval Status: Approved

Comments:
None

Status Date: 07/22/2025
Status: Denied
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000020 - Tier III 40th and Fox Pedestrian Bridges
Reviewing Agency/Company: ROW/Survey
Reviewers Name: Ali Gulaid
Reviewers Phone: 720.865.3132
Reviewers Email: ali.gulaid@denvergov.org
Approval Status: Denied

Comments:

Comment Report

Tier III 40th and Fox Pedestrian Bridges

09/12/2025

Master ID: 2020-PROJMSTR-0000508 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000020 **Review Phase:**
Location: 3988 N Galapago Street **Review End Date:** 03/20/2025

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

Please see

Attachment: 250721-REDLINES- SURVEY- Gulaid.pdf

Status Date: 03/19/2025
Status: Denied
Comments: 2025.03.19: Please see attached redline comments

K:\PWDES\PROJECT\2020s\2025\ENCROACHMENT\2025-ENCROACHMENT-0000020 - Tier III 40th and Fox Pedestrian Bridges\REDLINES

file: REDLINES- SURVEY- Gulaid

Reviewing Agency: DES Wastewater Review Review Status: Approved

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

Status Date: 03/20/2025
Status: Approved
Comments: No objection of bridges with the vertical clearance of 24 feet and full ROW width at grade on behalf of Wastewater.

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

Status Date: 03/21/2025
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: 07/29/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000020 - Tier III 40th and Fox Pedestrian Bridges

Reviewing Agency/Company: DOTI Strategic
Reviewers Name: Brent McMurtrie
Reviewers Phone: 7209134502
Reviewers Email: brent.mcmurtrie@denvergov.org
Approval Status: Approved

Comments:
Based on discussions with applicant and meetings that involved WW, less than 24 ft clearance for support beams is accepted and this is now approved.

Status Date: 03/20/2025
Status: Denied
Comments: 1. As noted in the narrative, and per requirements of the Encroachment Rules and Regs, a min 24 ft clearance is required for these particular locations due to existing utilities in the roadway. While the bridges appear to provide

Comment Report

Tier III 40th and Fox Pedestrian Bridges

09/12/2025

Master ID: 2020-PROJMSTR-0000508 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000020 **Review Phase:**
Location: 3988 N Galapago Street **Review End Date:** 03/20/2025

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

that clearance, the drawings are showing steel column bridge supports around a 45 degree angle into the right-of-way that would violate this min height criteria. Please clarify.

2. As noted above, min 24 ft clearance required. Please provide a direct dimension from the proposed encroachments (bridges and/or support columns) to the grade level.

Reviewing Agency: ERA Wastewater Review Review Status: Approved

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

Status Date: 03/19/2025
Status: Approved
Comments: Refer to DES-Wastewater reviewer for wastewater comments and/or approval.

Reviewing Agency: CenturyLink Referral Review Status: Approved

Status Date: 07/03/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000020 - Tier III 40th and Fox Pedestrian Bridges
Reviewing Agency/Company: Qwest / Lumen / CenturyLink
Reviewers Name: Tom Hoopes
Reviewers Phone: 407-592-1794
Reviewers Email: tom.hoopes@mac.com
Approval Status: Approved

Comments:

Status Date: 03/18/2025
Status: Denied
Comments: Denied on behalf of this critical reviewer. We received the following email with contact information for the reviewer assigned to this project. Please contact the reviewer to work towards their approval.
"We have received your request for an encroachment and have set up a Lumen project accordingly. Your project number is P865079 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."

Reviewing Agency: Xcel Referral Review Status: Approved

Status Date: 03/21/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000020 - Tier III 40th and Fox Pedestrian Bridges
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:

Status Date: 03/21/2025

Comment Report

Tier III 40th and Fox Pedestrian Bridges

09/12/2025

Master ID: 2020-PROJMSTR-0000508 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000020 **Review Phase:**
Location: 3988 N Galapago Street **Review End Date:** 03/20/2025

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

Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000020 - Tier III 40th and Fox Pedestrian Bridges
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy
Reviewers Name: Donna George
Reviewers Phone: 3035713306
Reviewers Email: Donna.L.George@xcelenergy.com
Approval Status: Approved with conditions

Comments:
There is a potential CONFLICT given the existing electric transmission lines and associated land rights as shown within this area. ANY ACTIVITY including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. PSCo is requesting that, prior to any final approval of the development plan/plat, it is the responsibility of the property owner/developer/contractor to have this project assigned to a Land Rights Agent for development plan review and execution of a License Agreement (via either website www.xcelenergy.com/rightofway or email coloradorightofway@xcelenergy.com).

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

Reviewing Agency: RTD Referral Review Status: Approved

Status Date: 03/21/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000020 - Tier III 40th and Fox Pedestrian Bridges
Reviewing Agency/Company: RTD
Reviewers Name: clayton s woodruff
Reviewers Phone: 303-299-2943
Reviewers Email: Clayton.woodruff@rtd-denver.com
Approval Status: Approved

Comments:
Department Comments
Bus Operations No exceptions
Bus Stop Program No exceptions
Commuter Rail No exceptions
Construction Management No exceptions
Engineering No exceptions
Light Rail No exceptions
Real Property No exceptions
Service Development No exceptions
Transit Oriented Development No exceptions
Utilities No exceptions
This review is for Design concepts and to identify any necessary improvements to RTD stops and property affected by the design. This review of the plans does not eliminate the need to acquire, and/or go through the acquisition

Comment Report

Tier III 40th and Fox Pedestrian Bridges

09/12/2025

Master ID: 2020-PROJMSTR-0000508 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000020 **Review Phase:**
Location: 3988 N Galapago Street **Review End Date:** 03/20/2025

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

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: 03/21/2025
Status: Approved - No Response
Comments:

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

Status Date: 03/21/2025
Status: Approved - No Response
Comments:

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

Status Date: 03/21/2025
Status: Approved - No Response
Comments:

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

Status Date: 03/21/2025
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: 03/19/2025
Status: Approved
Comments:

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

Reviewers Name: Shannon Cruz
Reviewers Email: Shannon.cruz@denvergov.org
Status Date: 03/19/2025
Status: Approved
Comments:

Reviewing Agency: Denver Fire Department Review Review Status: Approved - No Response

Reviewers Name: Brian Dimock
Reviewers Email: Brian.Dimock@denvergov.org
Status Date: 03/11/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Denver Water Referral Review Status: Approved

Comment Report

Tier III 40th and Fox Pedestrian Bridges

09/12/2025

Master ID: 2020-PROJMSTR-0000508 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000020 **Review Phase:**
Location: 3988 N Galapago Street **Review End Date:** 03/20/2025

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

Status Date: 03/21/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000020 - Tier III 40th and Fox Pedestrian Bridges
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:

Reviewing Agency: Parks and Recreation Review Review Status: Approved

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

Status Date: 03/17/2025
Status: Approved
Comments:

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

Status Date: 03/21/2025
Status: Approved - No Response
Comments:

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

Status Date: 03/21/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000020 - Tier III 40th and Fox Pedestrian Bridges
Reviewing Agency/Company: DODR
Reviewers Name: Spencer Pocock
Reviewers Phone: 720-913-8411
Reviewers Email: Spencer.Pocock@denvergov.org
Approval Status: Approved

Comments:
All accessible routes must comply with Chapter 4 (2010 ADA).

Reviewing Agency: Construction Engineering Review Review Status: Approved

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

Status Date: 03/13/2025
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

Comment Report

Tier III 40th and Fox Pedestrian Bridges

09/12/2025

Master ID: 2020-PROJMSTR-0000508 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000020 **Review Phase:**
Location: 3988 N Galapago Street **Review End Date:** 03/20/2025

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

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

Status Date: 03/21/2025
Status: Approved - No Response

Comments:

Reviewing Agency: City Forester Review Review Status: Approved

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

Status Date: 03/20/2025
Status: Approved
Comments: Approved. No expected PRW conflict.

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

Status Date: 02/27/2025
Status: Approved - No Response
Comments:

Reviewing Agency: CDOT Referral Review Status: Approved

Status Date: 03/21/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000020 - Tier III 40th and Fox Pedestrian Bridges
Reviewing Agency/Company: CDOT
Reviewers Name: Michelle White
Reviewers Phone: 303-512-4218
Reviewers Email: michelle.m.white@state.co.us
Approval Status: Approved

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

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

Comment Report

Tier III 40th and Fox Pedestrian Bridges

09/12/2025

Master ID:	2020-PROJMSTR-0000508	Project Type:	Tier III Encroachment Resolution
Review ID:	2025-ENCROACHMENT-0000020	Review Phase:	
Location:	3988 N Galapago Street	Review End Date:	03/20/2025

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

Reviewers Name: Shari Bills
Reviewers Email: Shari.Bills@denvergov.org
Status Date: 03/21/2025
Status: Approved - No Response
Comments: