

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: _____ Aaron Marshall
Address: _____
Phone: _____ Email: _____
(303) 431-6100 amarshall@martinmartin.com

ENCROACHMENT INFORMATION:

Project Name: _____

Adjacent Property Address: _____

Coordinates (Lat/Long): _____

Encroachment Area, in SF: _____

Is this project associated with a LAND DEVELOPMENT REVIEW?

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

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

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

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

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

Description of Encroachment:

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

Reason for Private Improvements in the Public ROW:

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

ATTESTATION:

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

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

ADJACENT PROPERTY

OWNER SIGNATURE:



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

STRUCTURAL PLANS ☐ Not Applicable

- ☒ Structural plans
- N/A ☐ 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:

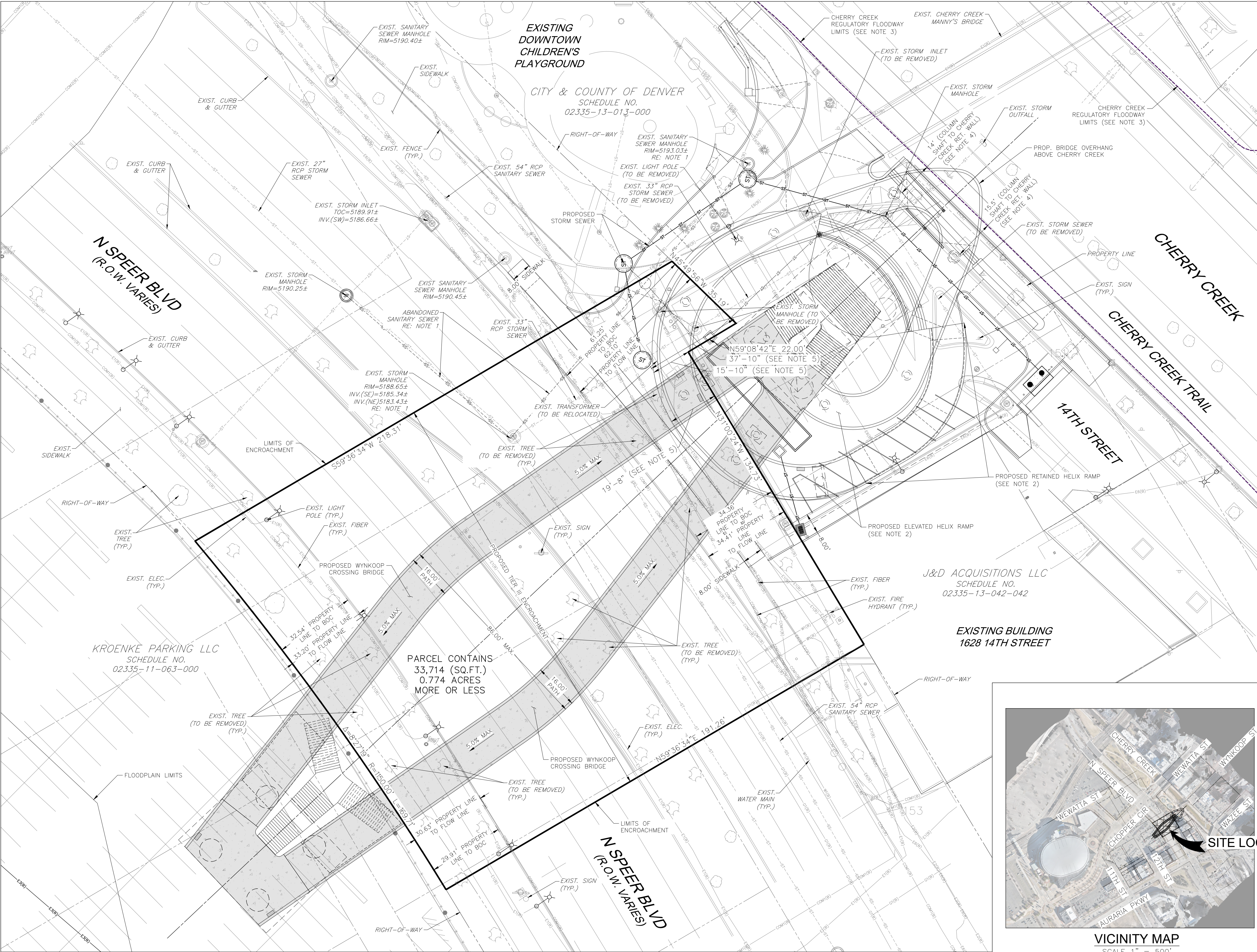
SIGNATURE:	<u>Aaron Marshall</u>	DATE:	<u>04/08/2026</u>
PRINT NAME:	<u>Aaron Marshall, P.E.</u>	EMAIL:	<u>amarshall@martinmartin.com</u>
COMPANY:	<u>Martin/Martin, Inc.</u>	PHONE:	<u>(303) 431-6100</u>

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

WYNKOOP CROSSING OVER SPEER BLVD
TIER III ENCROACHMENT

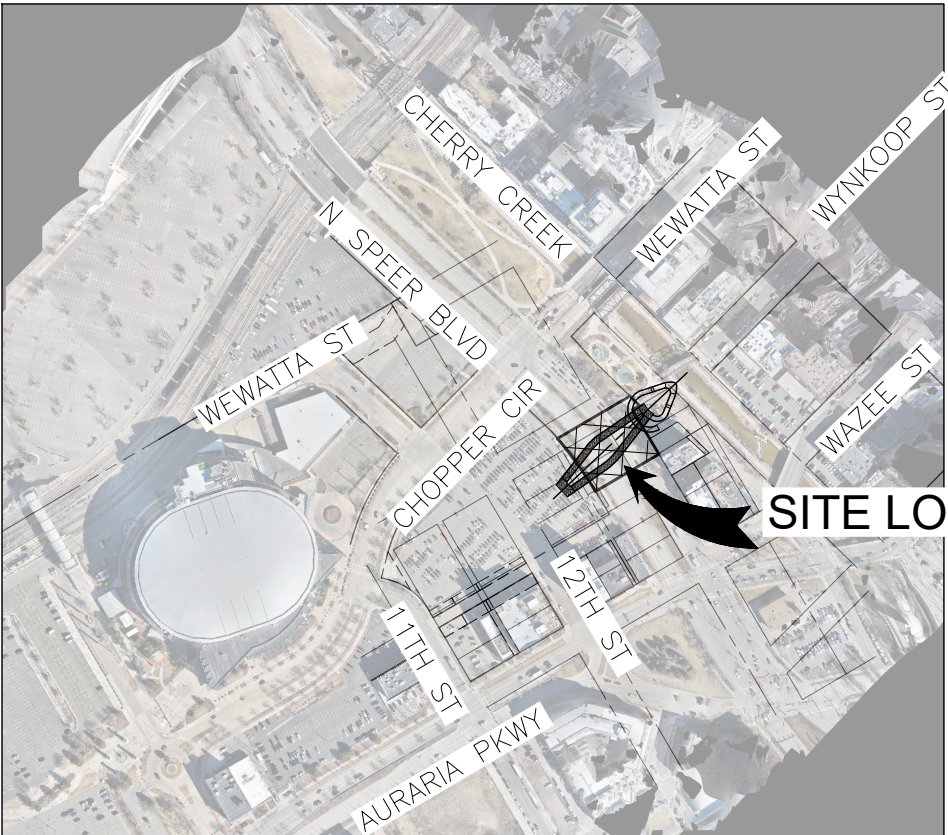


LEGEND

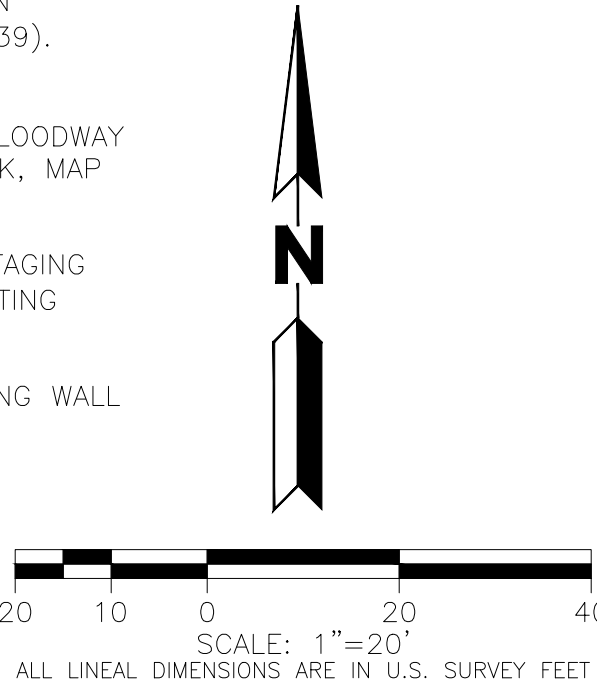
EXISTING		PROPOSED
---	PROPERTY LINE	---
---	RIGHT-OF-WAY LINE	---
---	SECTION LINE	---
---	EASEMENT	---
---	RETAINING WALL	---
---	CURB & GUTTER	---
---	CONTOURS	---
---	UTILITY CROSSING	---
---	STORM SEWER	---
---	STORM MANHOLE	---
---	ROOF DRAIN	---
---	STORM INLET	---
---	FLARED END SECTION	---
---	SANITARY SEWER	---
---	SANITARY MANHOLE	---
---	CLEAN OUT	---
---	WATER LINE	---
---	WATER VALVE	---
---	FIRE HYDRANT	---
---	WATER METER	---
---	IRRIGATION LINE	---
---	IRRIGATION CONTROL	---
---	OVERHEAD ELECTRIC	---
---	ELECTRIC LINE	---
---	LIGHT POLE	---
---	POWER POLE	---
---	ELECTRIC METER	---
---	TELEPHONE LINE	---
---	TELEPHONE PEDESTAL	---
---	CABLE TV	---
---	GAS LINE	---
---	SIGN	---
---	MONITOR WELL	---
---	DRIVE	---
---	DRIVE	---

NOTES:

- UTILITY NOT FOUND ON CCD SANITARY PLAT MAP.
- ADDITIONAL DETAILS INCLUDING GRADES AND ELEVATIONS FOR THE SITE, NORTHEAST OF THE SPEER ENCROACHMENT CAN BE FOUND IN THE WYNKOOP CROSSING LOWER DOWNTOWN LANDING SITE DEVELOPMENT PLAN (2026-SDP-0000039).
- FLOODPLAIN NOTE: AREA WITHIN THE CHERRY CREEK FLOODWALLS ZONE ARE A REGULATORY FLOODPLAIN/FLOODWAY AS SHOWN ON FEMA FIRM MAP NUMBER 0800460182K, MAP REVISED JULY 3, 2024.
- NO HEAVY CONSTRUCTION EQUIPMENT OR MATERIAL STAGING SHALL OCCUR WITHIN 10' OF THE BACK OF THE EXISTING CHERRY CREEK CHANNEL RETAINING WALL.
- ENCROACHMENTS OF ELEVATED HELIX RAMP AND SITTING WALL INTO SPEER RIGHT-OF-WAY.



VICINITY MAP
SCALE 1" = 500'

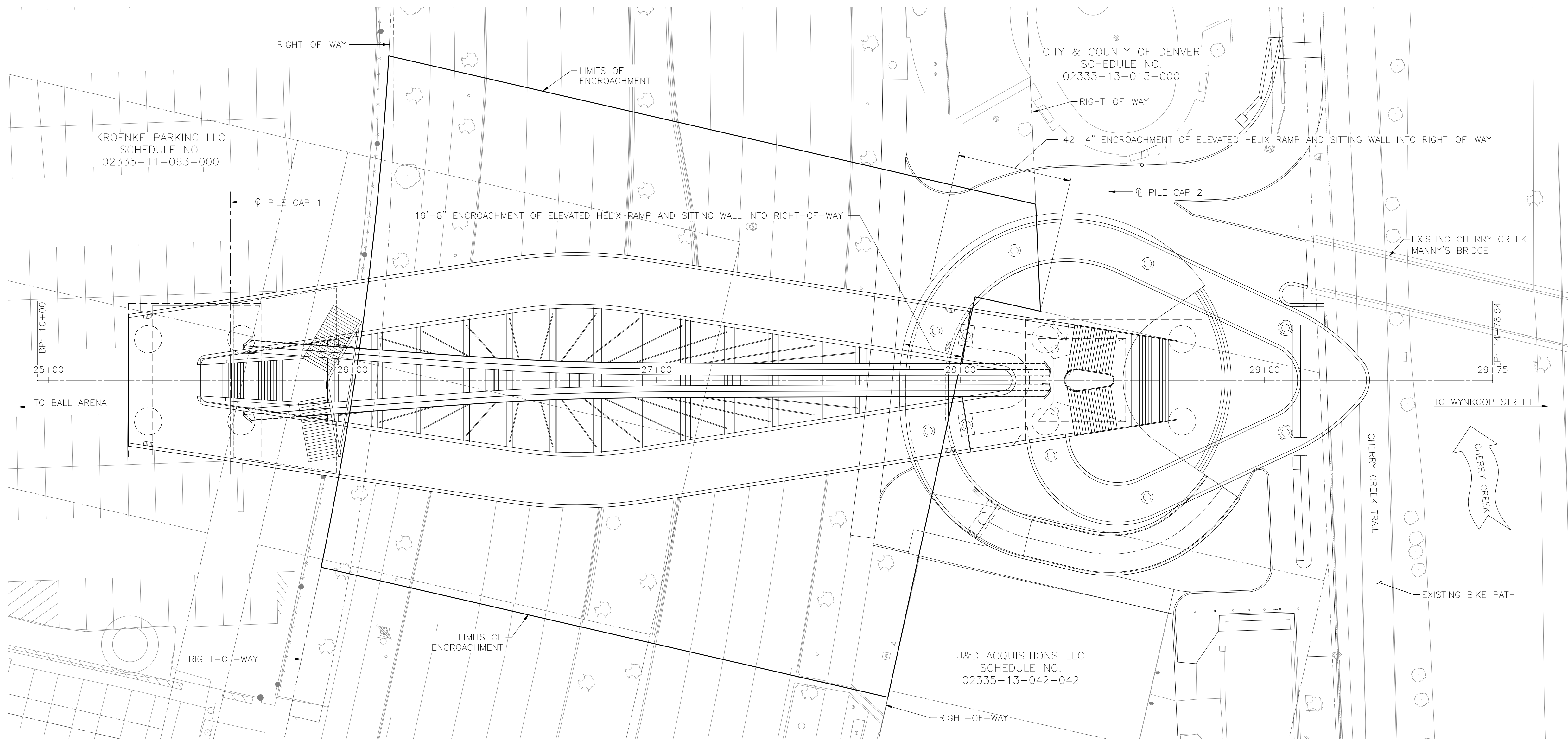
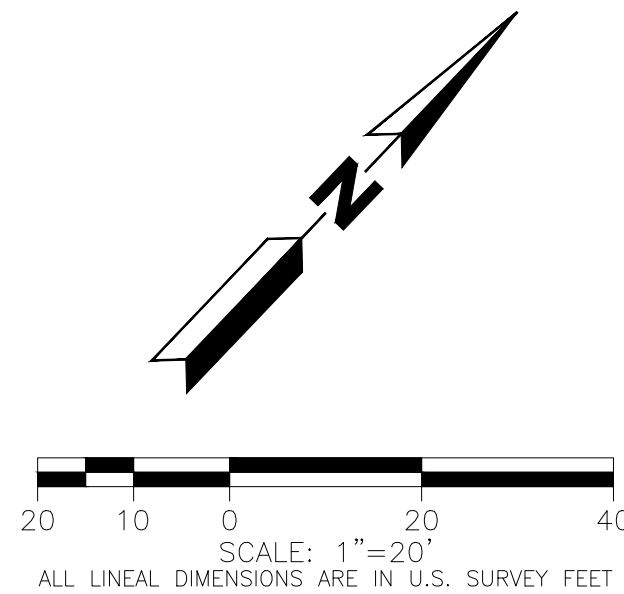


WYNKOOP CROSSING PEDESTRIAN BRIDGE
SITE PLAN

SHEET 1 OF 4 SHEETS

PLOT DATE: Wednesday, June 10, 2026 3:30 PM LAST SAVED BY: YELENA.PHILIPPI
DRAWING LOCATION: C:\Users\yelenaphilippi\OneDrive\Projects\2025\2025-ENCROACHMENT-0000042-001\Drawings\2025-ENCROACHMENT-0000042-001.dwg

WYNKOOP CROSSING OVER SPEER BLVD TIER III ENCROACHMENT



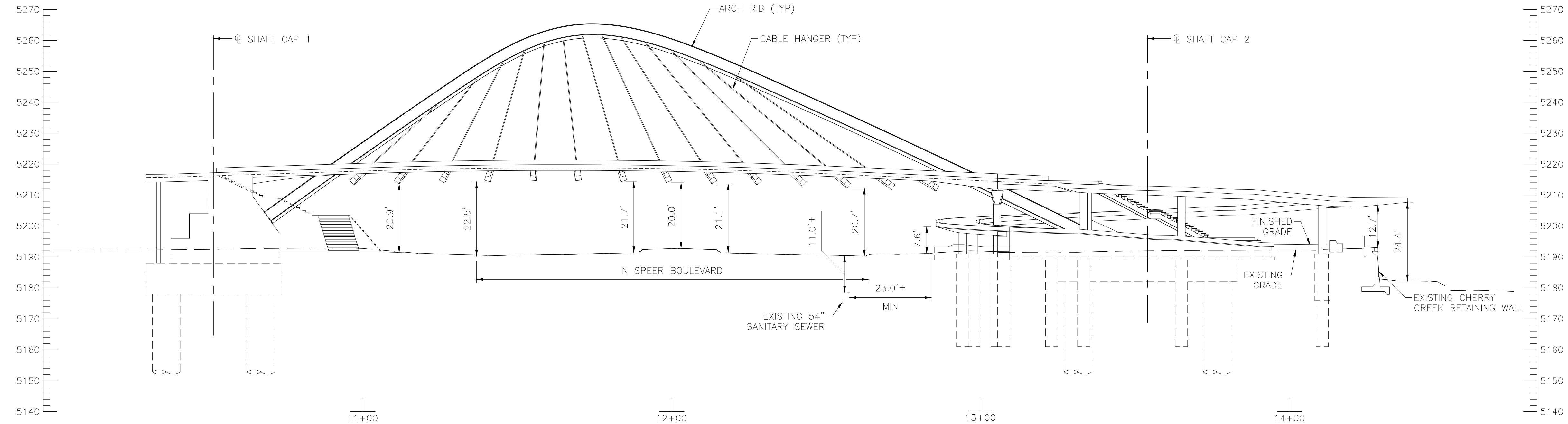
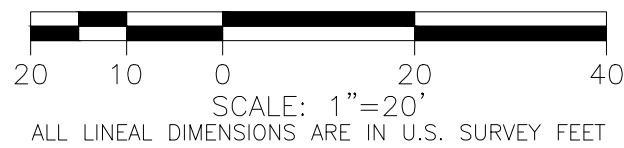
BRIDGE PLAN

WYNKOOP CROSSING PEDESTRIAN BRIDGE
BRIDGE PLAN

SHEET 2 OF 4 SHEETS

PLOT DATE: Wednesday, June 10, 2026 3:31 PM LAST SAVED BY: YELENA.PHILIPPI
DRAWING LOCATION: C:\Users\yelenaphilippi\OneDrive\Documents\Kiewit\52128-Ball Arena P1 Infra\Project Files\40_DesEng\Ph1\02_RDW\CAD\SHS\PH1B\TIER III SHEETS\BA-PH1B_TIER III_ST_GenLayout01.dwg

WYNKOOP CROSSING OVER SPEER BLVD TIER III ENCROACHMENT



- NOTES:
1. BRIDGE RAILINGS NOT SHOWN.
 2. SEE SITE PLAN FOR STRUCTURE HORIZONTAL OFFSETS FROM ROW LIMITS.
 3. SEE BRIDGE PLANS AND SITE PLAN FOR ELEVATED HELIX AND SITTING WALL ENCROACHMENTS IN SPEER RIGHT -OF-WAY.

BRIDGE ELEVATION

WYNKOOP CROSSING PEDESTRIAN BRIDGE
BRIDGE ELEVATION

SHEET 3 OF 4 SHEETS

PLOT DATE: Wednesday, June 10, 2026 3:31 PM LAST SAVED BY: YELENA.PHILIPPI
DRAWING LOCATION: C:\Users\yelenaphilippi\OneDrive\Documents\Kiewit\52128-Ball Arena P1 Infra\Project Files\40_DesEng\Ph\02_ROW\CAD\SHTS\PH1B\TIER III SHEETS\BA-PH1B_TIER III_ST_GenLayout02.dwg

PLOT DATE: Wednesday, June 10, 2026 3:31 PM LAST SAVED BY: WYNKOOP CROSSING PEDESTRIAN BRIDGE
DRAWING LOCATION: C:\Users\velena.philipp\OneDrive\Documents\Kiewit\52128-Ball Arena P1 Infra\Project Files\40_DesEng\Ph1\02_ROW\CAD\SHS\PH1B\TIER III ST_GenNotes.dwg

WYNKOOP CROSSING OVER SPEER BLVD

TIER III ENCROACHMENT

WYNKOOP CROSSING PEDESTRIAN BRIDGE

THE WYNKOOP CROSSING PEDESTRIAN BRIDGE WILL BE LOCATED ACROSS N. SPEER BOULEVARD BETWEEN AURARIA PKWY/BLAKE ST AND CHOPPER CIR/WEWATTA ST NEAR BALL ARENA. THE ORIENTATION OF THE SIGNATURE SPAN WILL BE APPROXIMATELY ALIGNED WITH WYNKOOP STREET WHERE IT TERMINATES AT CHERRY CREEK.

THE SIGNATURE SPAN ACROSS SPEER BOULEVARD WILL BE AN ASYMMETRICAL SPLIT STEEL ARCH RIB WITH CABLE HANGERS SUPPORTING STEEL FLOOR BEAMS. THE CONCRETE DECK WILL BE SEPARATED INTO 16-FOOT-WIDE PATHS ON EACH SIDE OF THE ARCH. THE SPACE BETWEEN THE DECKS WILL BE OPEN TO SPEER BLVD BELOW, CROSSED ONLY BY THE FULL-WIDTH STEEL FLOOR BEAMS. THE VERTICAL CLEARANCE FROM SPEER BLVD RIGHT-OF-WAY TO THE UNDERSIDE OF THE BRIDGE STRUCTURE WILL BE 20 FEET MINIMUM.

THE BRIDGE STRUCTURE WILL BE DESIGNED IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS AND AASHTO LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES, WHICH DEFINE DESIGN LOADS AND LOAD FACTORS FOR SERVICE AND STRENGTH LIMIT STATES. THE CONCRETE DECK WILL BE SUPPORTED FROM THE STEEL ARCH RIB BY A SYSTEM OF CABLE HANGERS AND STEEL FLOOR BEAMS. THE STEEL ARCH RIB WILL BE PRIMARILY IN COMPRESSION, WITH SOME BENDING MOMENTS AND SHEAR FORCES INTRODUCED BY LIVE LOADS AND OTHER EFFECTS. DUE TO THE UNIQUE CONFIGURATION OF THIS BRIDGE, THE FOLLOWING EFFECTS WILL BE CONSIDERED DURING DESIGN:

- FORCES IN THE CABLE HANGERS WILL BE "TUNED" DURING DESIGN TO PROVIDE BALANCED FORCES TO EACH FLOOR BEAM.
- SPACING OF THE HANGER CONNECTIONS ALONG THE ARCH RIB WILL ALSO BE OPTIMIZED.
- THE ARCH RIB COMBINED WITH THE DECK WILL BE CHECKED FOR BUCKLING MODES TO CONFIRM AN ADEQUATE FACTOR OF SAFETY.
- DETAILS FOR WELDED CONNECTIONS WILL BE CHECKED AGAINST FATIGUE.
- DECK AND CABLE HANGER VIBRATIONS UNDER WIND AND LIVE LOAD EXCITATIONS WILL BE EVALUATED.
- EFFECTS OF PATTERNED LIVE LOAD DISTRIBUTIONS WILL BE ASSESSED.
- FLOOR BEAM SECTIONS WILL HAVE VARIABLE INCLINATIONS TO MATCH CABLE HANGER ANGLES.

THE END OF THE BRIDGE DECK ON THE ARENA SIDE WILL LAND ON A PRIVATE PARCEL AND CONNECT WITH A PLAZA WALKWAY ABOVE GRADE BETWEEN TWO NEW BUILDINGS TO BE CONSTRUCTED AS PART OF THE ARENA REDEVELOPMENT PHASE 1. STAIRS FROM GRADE ALONG SPEER BLVD WILL ALSO CONNECT TO THE BRIDGE DECK/PLAZA LEVEL. THE BRIDGE DECK AND ARCH RIB WILL BE SUPPORTED BY A REINFORCED CONCRETE BUTTRESS WITH A BELOW-GRADE CONCRETE CAP SUPPORTED ON LARGE DIAMETER DRILLED CONCRETE SHAFTS.

THE END OF THE SIGNATURE SPAN ON THE CHERRY CREEK SIDE WILL CONNECT TO A REINFORCED CONCRETE CURVED HELIX RAMP WHICH STARTS AT GRADE AND WRAPS AROUND TO CONNECT TO THE MAIN BRIDGE DECK. THERE IS ALSO A STAIR WHICH EXTENDS FROM GROUND LEVEL INSIDE THE HELIX RAMP UP TO THE BRIDGE DECK. THE ARCH RIB FOUNDATION WILL RESOLVE INTO A THRUST BLOCK ON A BELOW-GRADE CONCRETE CAP SUPPORTED BY LARGE DIAMETER DRILLED CONCRETE SHAFTS. THIS PORTION OF THE STRUCTURE WILL ALSO BE ON A PRIVATE PARCEL OWNED BY THE CITY & COUNTY OF DENVER.

THE ENDS OF THE STEEL ARCH RIB WILL TRANSFER BOTH VERTICAL AND HORIZONTAL THRUST FORCES INTO THE FOUNDATIONS. DUE TO THE MAGNITUDE OF THESE FORCES AND SOILS AT THE SITE, THESE WILL NEED TO BE SUPPORTED ON DEEP FOUNDATIONS. DRILLED SHAFTS OFFER MANY ADVANTAGES OVER DRIVEN PILES, SUCH AS LESS CONSTRUCTION NOISE DURING INSTALLATION AND GREATER CAPACITY TO RESIST THE LATERAL THRUST FORCES. THE SPLIT STEEL ARCH RIBS WILL TERMINATE AT A REINFORCED CONCRETE THRUST BLOCK. FORCES FROM THE THRUST BLOCK WILL BE TRANSMITTED THROUGH A BURIED REINFORCED CONCRETE SHAFT CAP TO THE DRILLED SHAFTS IN THE FOUNDATION. AT THE ARENA SIDE, THERE WILL ALSO BE A SIGNIFICANT COMPRESSION THRUST AT THE DECK LEVEL WHICH WILL BE CARRIED THROUGH A BUTTRESS BLOCK INTO THE PILE CAP SUPPORTED ON THE DRILLED SHAFTS. DESPITE THE PROXIMITY OF PROPOSED BUILDING FOUNDATIONS TO THIS BRIDGE FOUNDATION, THE RESPECTIVE FOUNDATIONS WILL SUPPORT THEIR LOADS INDEPENDENTLY.

CONSTRUCTION OF THE SPAN OF THE BRIDGE OVER SPEER BLVD WILL BE SUPPORTED ON TEMPORARY FALSEWORK WITH A MINIMUM VERTICAL CLEARANCE OF 16 FEET OVER VEHICULAR TRAFFIC. THE CONSTRUCTION OF THE BRIDGE FOUNDATIONS AT BOTH ENDS WILL REQUIRE TEMPORARY SUPPORT OF EARTHWORK EXCAVATION (SOE) TO ALLOW EQUIPMENT AND MATERIALS TO ACCESS AND CONSTRUCT THE DRILLED CONCRETE SHAFTS AND FOUNDATION CAPS. TEMPORARY CLOSURE OF LANES ON SPEER BLVD WILL BE REQUIRED DURING LIMITED CONSTRUCTION PHASES.

DENVER PARKS AND RECREATION NOTES:

*FOR ALL WORK OCCURRING ON LAND MANAGED AND OPERATED BY DENVER PARKS AND RECREATION (DPR).

1. THE CONTRACTOR SHALL OBTAIN A TEMPORARY CONSTRUCTION ACCESS PERMIT (TCAP) FOR ANY WORK OR OCCUPANCY OF PARK LAND, THIS INCLUDES BUT NOT LIMITED TO: DESIGNATED CITY PARKS, LAND MAINTAINED BY DPR, OPEN SPACE, TRAILS AND BIKE PATHS. INFORMATION AND APPLICATION CAN BE FOUND AT:

<https://www.denvergov.org/Government/Agencies-Departments-Offices/Parks-Recreation/Planning-Development/Construction-Access-Permits>

- a. APPLY FOR TCAP TWO WEEKS PRIOR TO CONSTRUCTION
 - b. TCAP IS VALID FOR MAXIMUM OF THIRTY DAYS
2. WORK TO BE COMPLETED ADJACENT TO OR WITHIN LAND MANAGED AND OPERATED BY DPR SHALL BE REVIEWED WITH DPR PRIOR TO THE WORK STARTING. REPRESENTATIVES FROM DPR SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETING, INCLUDING DISTRICT OPERATIONS AND THE OFFICE OF THE CITY FORESTER.
 3. ALL WORK SHALL CONFORM TO THE DENVER PARKS AND RECREATION CURRENT CONSTRUCTION STANDARDS AND SPECIFICATIONS.
 4. THE CONTRACTOR SHALL FIELD LOCATE SIGNS AND SITE FURNISHING LOCATIONS WITH REPRESENTATIVES FROM PARKS TO AVOID CONFLICTS WITH IRRIGATION, LANDSCAPE, AND OTHER EXISTING SITE CONDITIONS. IF DAMAGE OCCURS, THE CONTRACTOR SHALL REPAIR OR REPLACE AND BE ACCEPTED BY A PARKS REPRESENTATIVE.
 5. ANY DAMAGE TO LAND MANAGED AND OPERATED BY DPR, INCLUDING BUT NOT LIMITED TO, CONCRETE, IRRIGATION, LANDSCAPE, UTILITIES, FENCING, AND SITE FURNISHINGS, SHALL BE RESTORED, REPAIRED, OR REPLACED TO DENVER PARKS AND RECREATION'S CURRENT STANDARDS AND SPECIFICATIONS AND BE ACCEPTED BY A PARKS REPRESENTATIVE.
 6. THE CONTRACTOR SHALL USE A QUALIFIED LANDSCAPE/IRRIGATION SUB-CONTRACTOR TO MAKE ANY LANDSCAPE OR IRRIGATION REPAIRS OR ADJUSTMENTS. ALL PROPOSED REPAIRS OR MODIFICATIONS SHALL BE REVIEWED WITH DPR PRIOR TO STARTING WORK, REVIEWED BY PARKS DURING WORK AND PRIOR TO COVERING, AND ACCEPTED BY A PARKS REPRESENTATIVE WHEN COMPLETED.
 7. RESTORATION OF TURFGRASS SHALL BE DONE WITH TURFGRASS SOD. SEED IS NOT ALLOWED.
 8. FOR PROJECTS WITH AUTOMATIC IRRIGATION CONTROLLERS: IF POWER FROM AN EXISTING LIGHT POLE IS PROVIDING ELECTRICAL SERVICE TO AN IRRIGATION CONTROLLER AND THE SERVICE IS INTERRUPTED, THE CONTRACTOR SHALL RESTORE POWER TO THE IRRIGATION CONTROLLER.

WYNKOOP CROSSING PEDESTRIAN BRIDGE
GENERAL NOTES

SHEET 4 OF 4 SHEETS

EXHIBIT A**LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF THE RIGHT-OF-WAY OF FRONT ST. AND 2ND ST. (AKA N. SPEER BLVD. & WYNKOOP ST.) DEDICATED BY THE PLAT OF WEST DENVER (EBERT'S SUBDIVISION) AND THE DEED RECORDED ON JUNE 8TH, 1867 IN BOOK 14 AT PAGE 120, ALSO BEING PORTIONS OF NORTH SPEER BOULEVARD ESTABLISHED PER ORDINANCE NO. 107 SERIES OF 1988 UNDER RECEPTION NUMBER 9800030567 AND PER RESOLUTION NO. CR25-1409, SERIES OF 2025 RECORDED UNDER RECEPTION NO. 2025103359, ALL IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER; LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS SOUTH 00°17'39" EAST, A DISTANCE OF 5,278.63 FEET, MONUMENTED AT THE NW CORNER BY A 2" BRASS CAP IN CONCRETE WALK - NO STAMPING, AND AT THE SW CORNER BY A 2.5" PIPE WITH 3.25" ALUMINUM CAP STAMPED "MERRICK & CO LS 13155 7 JULY 1998", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 61°45'38" EAST, A DISTANCE OF 3,840.67 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF SAID NORTH SPEER BOULEVARD, ALSO BEING THE MOST WESTERLY CORNER OF LOT 7, BLOCK 240, SAID WEST DENVER;

THENCE SOUTH 31°00'24" EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY OF NORTH SPEER BOULEVARD AND THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 240, WEST DENVER, A DISTANCE OF 134.73 FEET;

THENCE SOUTH 59°36'34" WEST, A DISTANCE OF 191.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF SPEER BOULEVARD PER SAID RECEPTION NUMBER 9800030567 IN SAID RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,150.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 58°28'04" WEST;

THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'19", AN ARC LENGTH OF 169.71 FEET;

THENCE NORTH 59°36'34" EAST, NON-TANGENT TO SAID CURVE, A DISTANCE OF 218.31 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY OF NORTH SPEER BOULEVARD;

THENCE, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 45°49'56" EAST, A DISTANCE OF 35.19 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID BLOCK 240, WEST DENVER;
2. SOUTH 59°08'42" WEST, ALONG SAID NORTHWESTERLY BOUNDARY, A DISTANCE OF 22.00 FEET TO THE **POINT OF BEGINNING**.

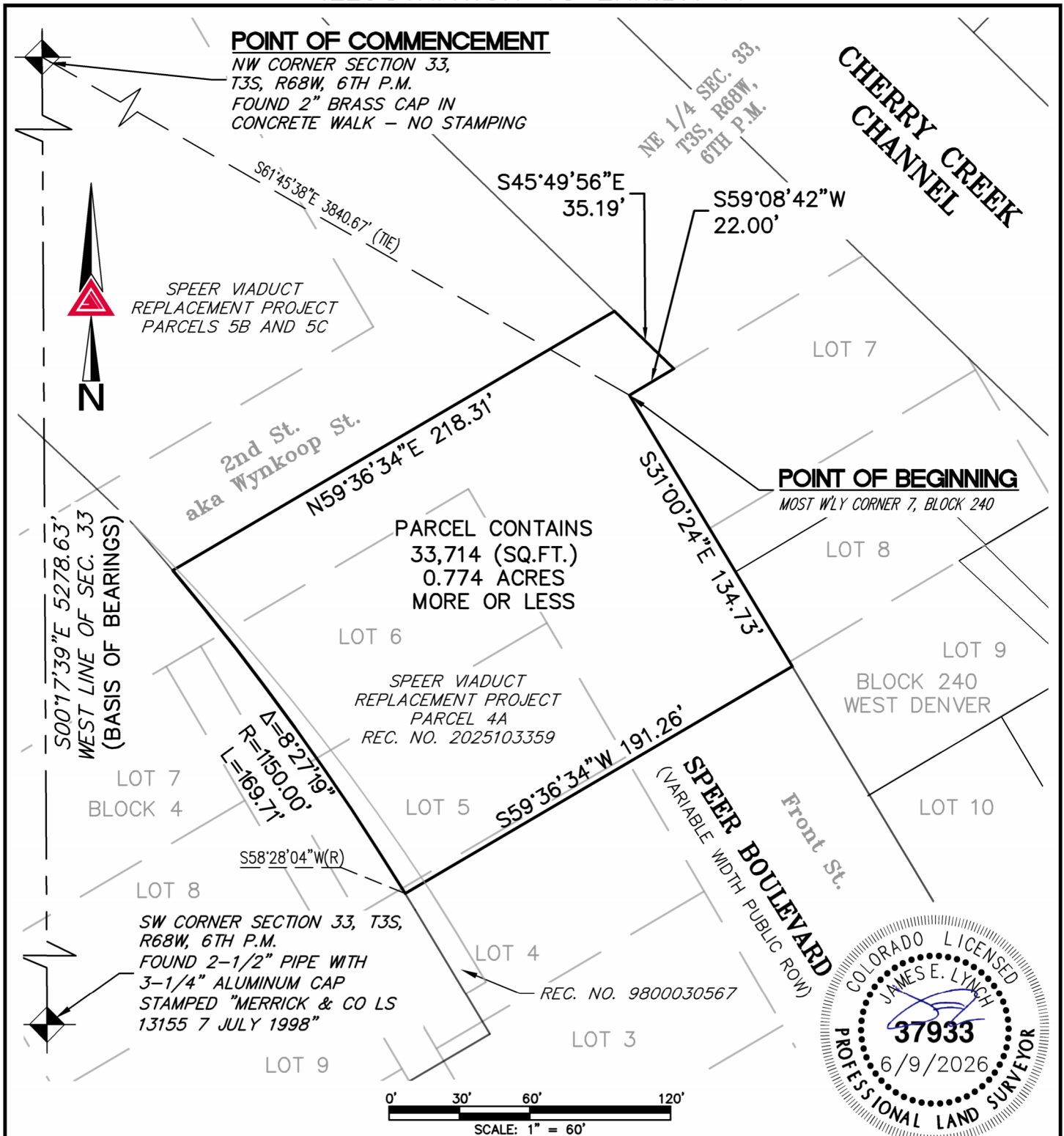
CONTAINING AN AREA OF 0.774 ACRES, (33,714 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

JAMES E. LYNCH, PLS 37933
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
 FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
 300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122



ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

PARCEL EXHIBIT

NE 1/4 SEC. 33, T3S, R68W, 6TH P.M.
CITY AND COUNTY OF DENVER, COLORADO

PATH: Q:\93126-01 - WYNKOOP CROSSING BRIDGE\DWG\EXHIBITS\BALL ARENA BRIDGE ENCROACHMENT 1.DWG

JOB NUMBER: 93123.01

DATE: 6/3/2026

DWG:

JEL

CHK:

MJN

NOT MET

OF

SHEETS

A PARCEL OF LAND BEING A PORTION OF THE RIGHT-OF-WAY OF FRONT ST. AND 2ND ST. (AKA N. SPEER BLVD. & WYNKOOP ST.) DEDICATED BY THE PLAT OF WEST DENVER (EBERT'S SUBDIVISION) AND THE DEED RECORDED ON JUNE 8TH, 1867 IN BOOK 14 AT PAGE 120, ALSO BEING PORTIONS OF NORTH SPEER BOULEVARD ESTABLISHED PER ORDINANCE NO. 107 SERIES OF 1988 UNDER RECEPTION NUMBER 9800030567 AND PER RESOLUTION NO. CR25-1409, SERIES OF 2025 RECORDED UNDER RECEPTION NO. 2025103359, ALL IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER; LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS SOUTH 00°17'39" EAST, A DISTANCE OF 5,278.63 FEET, MONUMENTED AT THE NW CORNER BY A 2" BRASS CAP IN CONCRETE WALK - NO STAMPING, AND AT THE SW CORNER BY A 2.5" PIPE WITH 3.25" ALUMINUM CAP STAMPED "MERRICK & CO LS 13155 7 JULY 1998", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 61°45'38" EAST, A DISTANCE OF 3,840.67 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF SAID NORTH SPEER BOULEVARD, ALSO BEING THE MOST WESTERLY CORNER OF LOT 7, BLOCK 240, SAID WEST DENVER;

THENCE SOUTH 31°00'24" EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY OF NORTH SPEER BOULEVARD AND THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 240, WEST DENVER, A DISTANCE OF 134.73 FEET;

THENCE SOUTH 59°36'34" WEST, A DISTANCE OF 191.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF SPEER BOULEVARD PER SAID RECEPTION NUMBER 9800030567 IN SAID RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,150.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 58°28'04" WEST;

THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'19", AN ARC LENGTH OF 169.71 FEET;

THENCE NORTH 59°36'34" EAST, NON-TANGENT TO SAID CURVE, A DISTANCE OF 218.31 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY OF NORTH SPEER BOULEVARD;

THENCE, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 45°49'56" EAST, A DISTANCE OF 35.19 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID BLOCK 240, WEST DENVER;
2. SOUTH 59°08'42" WEST, ALONG SAID NORTHWESTERLY BOUNDARY, A DISTANCE OF 22.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.774 ACRES, (33,714 SQUARE FEET), MORE OR LESS.



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND70860861.1-6**

Date: **07/15/2026**

Property Address: **1100 CHOPPER CIRCLE (KSE PARKING - PARCEL 2), DENVER, CO 80204**

For Closing Assistance

For Title Assistance

DAVID KNAPP
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4174 (Work)
dknapp@ltgc.com
Company License: CO44565

Seller/Owner

KSE PARKING, LLC
Attention: ORLENE MITCHELL
1000 CHOPPER CIR
DENVER, CO 80204
(573) 449-8323 (Work)
(303) 775-1978 (Work)
orlene.mitchell@teamkse.com
Delivered via: Electronic Mail

Surveyor

MARTIN/MARTIN INC.
Attention: TOM OGREN
TOgren@martinmartin.com
Delivered via: Electronic Mail

Surveyor

AZTEC CONSULTANTS INC
Attention: JIM LYNCH
300 E MINERAL AVE #1
LITTLETON, CO 80122
(720) 724-3870 (Work)
jlynch@aztecconsultants.com
Delivered via: Electronic Mail

Surveyor

MARTIN/MARTIN INC
Attention: AARON MARSHALL
amarshall@martinmartin.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: RND70860861.1-6

Date: 07/15/2026

Property Address: 1100 CHOPPER CIRCLE (KSE PARKING - PARCEL 2), DENVER, CO 80204

Seller(s): KSE PARKING, LLC, A COLORADO LIMITED LIABILITY COMPANY

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
Pending Contract Order	\$750.00
TBD - TBD Income	\$-436.00
TOTAL	\$314.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[Denver county recorded 06/01/2007 under reception no. 2007084899](#)

[Denver county recorded 08/23/2007 under reception no. 2007132795](#)

[Denver county recorded 10/09/2023 under reception no. 2023095900](#)

[Denver county recorded 02/10/2026 under reception no. 2026010255](#)

[Denver county recorded 02/27/2026 under reception no. 2026022277](#)

[Denver county recorded 05/08/2026 under reception no. 2026061894](#)

[Denver county recorded 06/17/2026 under reception no. 2026078268](#)

Plat Map(s):

[Denver county recorded 06/29/1865 at book 1 page 1B](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND70860861.1-6

Property Address:

1100 CHOPPER CIRCLE (KSE PARKING - PARCEL 2), DENVER, CO 80204

1. Commitment Date:

07/10/2026 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

Pending Contract Order

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

KSE PARKING, LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land is described as follows:

PARCEL 2:

(FOR INFORMATION ONLY - SCHEDULE NUMBERS 02335-11-074-000, 02335-11-075-000 AND 02335-11-076-000)

A PARCEL OF LAND BEING A PORTION OF BLOCKS 4, 5, 6 AND 7 ALONG WITH A PORTION OF THE VACATED ALLEYS AND A PORTION OF THE VACATED STREETS ADJACENT TO AND CONTIGUOUS WITH SAID BLOCKS, ALL LOCATED IN WEST DENVER, TOGETHER WITH THAT PARCEL DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2026010255 AS AMENDED BY CORRECTIVE DOCUMENT RECORDED MAY 8, 2026 UNDER RECEPTION NUMBER 2026061894 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER; SITUATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN; CITY AND COUNTY OF DENVER, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID BLOCK 7, WEST DENVER, FROM WHICH THE MOST SOUTHERLY CORNER OF SAID BLOCK 7, BEARS SOUTH 30°23'26" EAST, A DISTANCE OF 192.40 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 30°22'41" WEST, ALONG SAID SOUTHWESTERLY LINE OF BLOCK 7, A DISTANCE OF 25.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 164.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°07'58", AN ARC LENGTH OF 129.19 FEET;

THENCE NORTH 75°30'39" WEST, A DISTANCE OF 22.24 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF CHOPPER CIRCLE, AS DEDICATED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 9800030569 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER;

THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES;

1. NORTH 14°29'21" EAST, A DISTANCE OF 63.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 394.46 FEET;

2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°07'15", AN ARC LENGTH

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND70860861.1-6

OF 207.37 FEET;

3. NORTH 44°36'36" EAST, A DISTANCE OF 326.70 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF SPEER BOULEVARD AS DEFINED IN PARCELS 5B AND 5C OF THE SPEER VIADUCT REPLACEMENT PROJECT;

THENCE, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 46°50'28" EAST, A DISTANCE OF 102.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 951.74 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 43°10'35" WEST;

2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°45'17", AN ARC LENGTH OF 29.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,150.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 48°43'52" WEST, BEING A POINT ON SOUTHWESTERLY RIGHT-OF-WAY LINE OF SPEER BOULEVARD AS DEDICATED AT SAID RECEPTION NO. 9700174332;

THENCE ALONG SAID SOUTHWESTERLY LINE AND THE SOUTHERLY LINE THEREOF, THE FOLLOWING THREE (3) COURSES:

1. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°08'06", AN ARC LENGTH OF 203.42 FEET;

2. SOUTH 31°08'02" EAST, TANGENT TO SAID CURVE, A DISTANCE OF 41.81 FEET;

3. NORTH 59°36'34" EAST, A DISTANCE OF 10.03 FEET TO A POINT ON THE SAID SOUTHWESTERLY RIGHT-OF-WAY AS DEDICATED AT SAID RECEPTION NUMBER 1988296529;

THENCE SOUTH 30°32'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF A 30-FOOT WIDE CITY AND COUNTY OF DENVER RIGHT-OF-WAY AS DEDICATED IN BOOK 1905 AT PAGE 582 IN SAID RECORDS;

THENCE SOUTH 59°36'34" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, A DISTANCE OF 542.01 FEET TO THE POINT OF BEGINNING.

NOTE REGARDING THE ALSO DESCRIBED AS LEGAL DESCRIPTIONS:

LEGAL DESCRIPTIONS PREPARED BY:

JAMES E. LYNCH, PLS NO. 37933

FOR AND ON BEHALF OF:

AZTEC CONSULTANTS, INC.

300 EAST MINERAL AVE., SUITE 1

LITTLETON, CO 80122

(303) 713-1898

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; 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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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND70860861.1-6

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND70860861.1-6

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

1. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR KROENKE PARKING, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

2. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF KROENKE PARKING, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

3. WARRANTY DEED FROM KSE PARKING, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY AT SUCH TIME AS THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70860861.1-6

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.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF THE UNRECORDED DOCUMENTS SET FORTH IN "EXHIBIT C" TO SPECIAL WARRANTY DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION TO ASCENT ARENA COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED NOVEMBER 14, 1997 UNDER RECEPTION NO. [9700154605](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT TO THE CITY AND COUNTY OF DENVER RECORDED SEPTEMBER 01, 1999 UNDER RECEPTION NO. [9900154398](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (20-FOOT PARKING EASEMENT RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. [2001022764](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (20-FOOT PARKING EASEMENT) RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. [2001022766](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (20-FOOT PARKING EASEMENT) RECORDED FEBRUARY 20, 2001 UNDER RECEPTION NO. [2001022769](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70860861.1-6

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT (20-FOOT PARKING EASEMENT) RECORDED FEBRUARY 28, 2001 UNDER RECEPTION NO. [2001027883](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN KSE BALL ARENA REDEVELOPMENT - DRAFT LARGE DEVELOPMENT FRAMEWORK - 1000 CHOPPER CIRCLE RECORDED OCTOBER 25, 2023 UNDER RECEPTION NO. [2023102211](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE RECORDED OCTOBER 24, 2024 UNDER RECEPTION NO. [2024099058](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN KSE ARENA DEVELOPMENT COMMUNITY BENEFITS AGREEMENT RECORDED OCTOBER 25, 2024 UNDER RECEPTION NO. [2024099280](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN KSE ARENA DEVELOPMENT AGREEMENT RECORDED NOVEMBER 13, 2024 UNDER RECEPTION NO. [2024105005](#) AND FIRST AMENDMENT THERETO RECORDED SEPTEMBER 2, 2025 UNDER RECEPTION NO. [2025085809](#) AND SECOND AMENDMENT THERETO RECORDED DECEMBER 18, 2025 UNDER RECEPTION NO. [2025128204](#).
19. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 18, 2025, UNDER RECEPTION NO. [2025059954](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 1 RECORDED JUNE 18, 2025 UNDER RECEPTION NO. [2025059959](#).

KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 1 DISCLOSURE STATEMENT RECORDED AUGUST 12, 2025 UNDER RECEPTION NO. [2025080843](#).
20. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 18, 2025, UNDER RECEPTION NO. [2025059955](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 2 RECORDED JUNE 18, 2025 UNDER RECEPTION NO. [2025059960](#).

KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 2 DISCLOSURE STATEMENT RECORDED AUGUST 12, 2025 UNDER RECEPTION NO. [2025080844](#).
21. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 18, 2025, UNDER RECEPTION NO. [2025059956](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 3 RECORDED JUNE 18, 2025 UNDER RECEPTION NO. [2025059961](#).

KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 3 DISCLOSURE STATEMENT RECORDED AUGUST 12, 2025 UNDER RECEPTION NO. [2025080845](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70860861.1-6

22. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 18, 2025, UNDER RECEPTION NO. [2025059957](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 4 RECORDED JUNE 18, 2025 UNDER RECEPTION NO. [2025059962](#).

KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 4 DISCLOSURE STATEMENT RECORDED AUGUST 12, 2025 UNDER RECEPTION NO. [2025080846](#).

23. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 5, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 18, 2025, UNDER RECEPTION NO. [2025059958](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 5 RECORDED JUNE 18, 2025 UNDER RECEPTION NO. [2025059963](#).

KROENKE SPORTS AND ENTERTAINMENT METROPOLITAN DISTRICT NO. 5 DISCLOSURE STATEMENT RECORDED AUGUST 12, 2025 UNDER RECEPTION NO. [2025080847](#).

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ESCROW MANAGEMENT AGREEMENT RECORDED JANUARY 29, 2026 UNDER RECEPTION NO. [2026007026](#).

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN KSE-BALL ARENA REDEVELOPMENT INFRASTRUCTURE MASTER PLAN RECORDED APRIL 27, 2026 UNDER RECEPTION NO. [2026056262](#).



ALTA Commitment For Title Insurance

issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in item 5 of Schedule A and affixed 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, Commitment terminates and the Company's liability and obligation end.

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

- (d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- (f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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>

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

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

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Land Title Guarantee Company

Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

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

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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 CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-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 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 CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, 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.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy

policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

Reviewing Agency: DS Transportation Review

Review Status: Approved

Reviewers Name: Matt Steder
Reviewers Email: Matt.Steder@denvergov.org

Status Date: 04/30/2026
Status: Approved
Comments:

Status Date: 05/14/2025
Status: Denied
Comments:

1. Confirm ownership of parcels and depict parcels on a Site Plan map that clearly shows plan view of structure and parcel outlines. Suggest a structure plan view Page 4 of 9 with parcel information.
2. Confirm ROW encroachment area and legal descriptions with survey noting that some of the land areas may be subject to a separate approval associated with the encroachment (e.g. aerial encroachment at Cherry Creek and License Agreement with Real Estate).
3. The landing areas for Pedestrian Bridge encroachment require approvals on their respective parcels. Continue to coordinate with CPD.
4. Page 2 of 9. Verify stair and ramp from Speer Blvd and Chopper Circle are on private property not creating additional encroachments, specifically noting parts of the ramp and stairs at Chopper Circle appear to encroach in existing or proposed ROW.
5. Note that Encroachment Rules and Regulation for Pedestrian Bridges (pg 21) are to provide a minimum 24 feet vertical clearance above grade when there is storm or sanitary lines. It is noted the Applicant team is coordinating with DOTI Wastewater and Metro Water on vertical clearances.
6. Note that Encroachment Rules and Regulation for Pedestrian Properties will require appropriate legal documentation signed by both property owners and recorded, which identifies ownership, maintenance obligations.

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved

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

Status Date: 06/04/2026
Status: Approved
Comments:

Status Date: 05/21/2025
Status Date: 05/07/2026
Status: Denied
Comments: Denied on behalf of this critical reviewer. This is still under review. Please contact the reviewer to resolve.

Status Date: 05/21/2025
Status: Denied
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

Reviewing Agency/Company: CPD
Reviewers Name: Stephen Wilson
Reviewers Phone: 720-865-2979
Reviewers Email: stephen.wilson2@denvergov.org
Approval Status: Denied
Comments:
Coordination with other requests for council approval needs to occur prior to sending encroachment request to City Council.

Status Date: 05/15/2025
Status: Approved - No Response

Reviewing Agency: Survey Review Review Status: Approved

Reviewers Name: Thomas Savich
Reviewers Email: Thomas.Savich@denvergov.org
Status Date: 06/24/2026
Status: Approved
Comments:

Status Date: 05/01/2026
Status: Denied
Comments: Survey comments/redlines are in the project REDLINES folder (REDLINES- Survey- Savich.pdf)

REDLINES uploaded to E-review webpage

Reviewing Agency: DES Wastewater Review Review Status: Approved w/Conditions

Reviewers Name: Brenden Marron
Reviewers Email: Brenden.Marron@denvergov.org
Status Date: 04/30/2026
Status: Approved w/Conditions
Comments: Approved under the following conditions:
1) 2026-SSPR-0000030 for reconfiguration and construction of Denver public and Ball District stormwater improvements have been submitted and comments provided. Comments are not foreseen to impact the encroachment limits or bridge dimensions, but the storm utility configuration shown on the Site Plan has not been approved and is subject to change
2) The terms and conditions in the IGA must be reviewed and accepted by Council prior to this encroachment proceeding to Council. If the conditions in the IGA change, wastewater may require the design under 2026-SSPR-0000030 address technical comments prior to proceeding
3) As-constructed condition results in vertical clearance of 20 feet over centerline of the Metro Water sanitary interceptor
Status Date: 05/14/2025
Status: Denied
Comments: Redlines in folder:
\\doti.sto.denverco.gov\doti\Public_Works\PWDES\PROJECT\2020s\2025\ENCROACHMENT\2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge\REDLINES

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

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

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

Status Date: 05/15/2025
Status: Approved - No Response
Comments:

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

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

Status Date: 07/11/2025
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: Lumen / Qwest / CenturyLink
Reviewers Name: Tom Hoopes
Reviewers Phone: 4075921794
Reviewers Email: Tom.Hoopes@lumen.com
Approval Status: Approved with conditions

Comments:
Due to the excessive facilities that appear to be within the area of the improvements, please refer to the attached Letter of Approval with Stipulations.

Status Date: 05/05/2025
Status: Approved - No Response
Comments: We received the following email with contact information for the reviewer assigned to this project. Please contact the reviewer to work towards their approval.

Good afternoon. We have received your request for an encroachment and have set up a Lumen project accordingly. Your project number is P865817, 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!

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

Status Date: 05/07/2026
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042_2ND SUBMITTAL - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy
Reviewers Name: Donna George Donna George
Reviewers Phone: 3035713306
Reviewers Email: Donna.L.George@xcelenergy.com
Approval Status: Approved with conditions

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/04/2026

Master ID:	2022-PROJMSTR-0000184	Project Type:	Tier III Encroachment Resolution
Review ID:	2025-ENCROACHMENT-0000042	Review Phase:	
Location:	1000 Chopper Circle	Review End Date:	05/01/2026

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

Comments:

The comments submitted on 5/5/25 should NOT prevent the project from moving forward.

Status Date: 05/05/2026

Status: Denied

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042_2ND SUBMITTAL - Tier III - Ball Arena Pedestrian Bridge

Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy

Reviewers Name: Donna George Donna George

Reviewers Phone: 3035713306

Reviewers Email: Donna.L.George@xcelenergy.com

Approval Status: Approved with conditions

Comments:

Still Conditional Approval based on comments submitted May 5, 2025. This should prevent the project from moving forward.

Status Date: 05/15/2025

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge

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:

PSCo/Xcel Energy has existing underground Primary electric distribution facilities to a transformer, and Secondary electric for area lighting. 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.

The property owner/developer/contractor must complete the application process for any new electric service, or modification to existing facilities including relocation and/or removal via www.xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Reviewing Agency: RTD Referral

Review Status: Approved

Status Date: 05/05/2026

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge

Reviewing Agency/Company: RTD

Reviewers Name: clayton woodruff

Reviewers Phone: 3032992943

Reviewers Email: Clayton.Woodruff@RTD-Denver.com

Approval Status: Approved

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/04/2026

Master ID:	2022-PROJMSTR-0000184	Project Type:	Tier III Encroachment Resolution
Review ID:	2025-ENCROACHMENT-0000042	Review Phase:	
Location:	1000 Chopper Circle	Review End Date:	05/01/2026

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

Comments:

Project Name: 2022PM0000184 - Ball Arena Redevelopment - 2025-ENCROACHMENT-0000042 - Tier III - 2nd Submittal

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: 05/15/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: RTD
Reviewers Name: clayton s woodruff
Reviewers Phone: 303-299-2943
Reviewers Email: Clayton.woodruff@rtd-denver.com
Approval Status: Approved

Comments:

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

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

Reviewing Agency: Comcast Referral

Review Status: Approved - No Response

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/04/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

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

Status Date: 05/15/2025
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: Comcast
Reviewers Name: Miguel Flores
Reviewers Phone: 7204130113
Reviewers Email: miguel_flores@comcast.com
Approval Status: Approved with conditions

Comments:
Comcast does have UG facilities in the area, parallel to chopper crossing Speer.
please coordinate with us as the planning for this one proceeds.

Reviewing Agency: Metro Wastewater Referral **Review Status:** Approved

Status Date: 05/05/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042_2ND SUBMITTAL - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: Metro Water Recovery
Reviewers Name: Kevin Boch
Reviewers Phone: 7205201516
Reviewers Email: kboch@MetroWaterRecovery.com
Approval Status: Approved

Status Date: 03/16/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: Metro Water Recovery
Reviewers Name: Kevin Boch
Reviewers Phone: 7205201516
Reviewers Email: kboch@MetroWaterRecovery.com
Approval Status: Approved

Comments:
NA

Status Date: 05/15/2025
Status: Denied
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: Metro Water Recovery
Reviewers Name: Kevin Boch
Reviewers Phone: 720-520-1516
Reviewers Email: kboch@MetroWaterRecovery.com
Approval Status: Denied

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

Comments:

1. Metro requires a 20 foot minimum clearance to grade beneath the bridge so that our ability to properly maintain our interceptor is not hindered.

Reviewing Agency: Street Maintenance Referral

Review Status: Approved - No Response

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

Status Date: 05/15/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Office of Emergency Management Referral

Review Status: Approved - No Response

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

Status Date: 05/15/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Building Department Review

Review Status: Approved

Reviewers Name: Shannon Cruz
Reviewers Email: Shannon.Cruz@denvergov.org

Status Date: 04/30/2026
Status: Approved
Comments:

Status Date: 05/14/2025
Status: Approved
Comments: CPD Comments:
Please note that edge protection will be required at ramps (5%+ slope and with a rise of 6" or more).

Reviewing Agency: Division of Real Estate Referral

Review Status: Approved - No Response

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

Status Date: 04/24/2025
Status: Approved
Comments:

Reviewing Agency: Denver Fire Department Review

Review Status: Approved

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

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

Status Date: 04/27/2026
Status: Approved
Comments:

Status Date: 05/01/2025
Status: Approved
Comments:

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

Status Date: 05/05/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042_2ND SUBMITTAL - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 303-628-6302
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Status Date: 08/15/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:
Meeting on 08/15/25 clarified that encroachment review is for bridge crossing only, area redevelopment phase 1 will be submitted separately. Bridge is clear of water infrastructure and Denver Water is ok with bridge encroachment.

Status Date: 05/15/2025
Status: Denied
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Denied

Comments:
Existing water infrastructure must be shown. Development will need to reach out to the assigned plan review coordinator with Denver Water to discuss this phase of the water plans.

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

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

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

Status Date: 06/16/2026
Status: Approved
Comments: Approved given the ongoing coordination with DPR on the trail detour plan

REDLINES uploaded to E-review webpage

Attachment: _EXTERNAL_ Wynkoop Crossing Tier III Encroachment - DPR Denial.msg
Status Date: 05/05/2026
Status: Denied
Comments:

PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: Parks and Recreation
Reviewers Name: Jennifer Cervera
Reviewers Phone: 7209135862
Reviewers Email: Jennifer.Cervera@denvergov.org
Approval Status: Denied
Comments:
Trail detour plan not approved. Provide scaffolding to protect trail users during construction

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

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

Status Date: 05/15/2025
Status: Approved - No Response
Comments:

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

Reviewers Name: Juan Pasillas
Reviewers Email: juan.pasillas@denvergov.org

Status Date: 05/01/2026
Status: Approved
Comments: *Approved.

*Final construction (including any later modifications to the current design) shall continue to adhere with all applicable accessibility requirements of this review (2010 ADA). Ensure that all Accessible Route clearances (Clear floor space, vertical head clearances, reach ranges, protruding objects, etc.) continue to comply with all Ch. 3 & Ch. 4 requirements (ADA/A117.1).

Status Date: 05/15/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
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:

The concept plans imply that the lowest run of the bridge's western ramp will have one side exposed to a stair case, but please note that the final design will need to incorporate a handrail on both sides of the ramp's path, per ADA 505.2.

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

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

Reviewing Agency: Construction Engineering Review

Review Status: Approved

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

Status Date: 04/27/2026
Status: Approved
Comments:

Status Date: 05/07/2025
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

Reviewers Name: Emma De Vos Tidd
Reviewers Email: emma.devostidd@denvergov.org

Status Date: 05/05/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: DOTI - Transportation and Mobility Engineering
Reviewers Name: Emma De Vos Tidd
Reviewers Phone: 3033324247
Reviewers Email: emma.devostidd@denvergov.org
Approval Status: Approved

Status Date: 05/15/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: DOTI - Transportation and Mobility Engineering
Reviewers Name: Emma De Vos Tidd
Reviewers Phone: 3033324247
Reviewers Email: emma.devostidd@denvergov.org
Approval Status: Approved
Comments:

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

Reviewing Agency: City Forester Review Review Status: Approved w/Conditions

Reviewers Name: Darren Potucek
Reviewers Email: Darren.Potucek@denvergov.org
Status Date: 05/12/2026
Status: Approved w/Conditions
Comments: conversed w/team and mitigation / protection plan will be submitted at a different time.

Reviewers Name: Darren Potucek
Reviewers Email: Darren.Potucek@denvergov.org
Status Date: 05/01/2026
Status: Denied
Comments: Add current tree protection detail from forestry website. Add a tree protection for all trees impacted by construction. Mitigation has been calculated and shared with PM it appears more trees need to be added according to this planset. I only did mitigation for the bridge near spear.
Status Date: 03/26/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: Forestry
Reviewers Name: Darren Potucek
Reviewers Phone: 3163042366
Reviewers Email: darren.potucek@denvergov.org
Approval Status: Approved
Comments:
Status Date: 05/14/2025
Status: Denied
Comments: left my comments in ER review.

Reviewing Agency: Landmark ReviewAgency/Company: Denver Landmark Preservation Review Status: Approved

Reviewers Name: Brittany Bryant
Reviewers Email: Brittany.Bryant@ denvergov.org denvergov.org
Status Date: 04/17/2026
Status: Approved
Comments:
Status Date: 08/08/2025
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
Reviewing

2025-ENCROACHMENT-0000042

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

Reviewers Name: Brittany Bryant
Reviewers Phone: 720-345-7640
Reviewers Email: brittany.bryant@
Approval Status: Approved with conditions
Comments:

Phase I: Mass, Form, and Context submittal was reviewed and approved by the Landmark Preservation Commission and the Lower Downtown Design Review Commission on July 29, 2025.
reviewed, and approved by both Commissions before a Landmark Certificate of A Phase II submittal must be submitted
Appropriateness can be issued

Status Date: 05/12/2025
Status: Denied
Comments: Comment uploaded via Denver Public Works E-Review Webpage

Will require LPC and LDDRC review and approval.

Reviewing Agency: CDOT Referral Review Status: Approved

Status Date: 05/05/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042_2ND SUBMITTAL - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: CDOT
Reviewers Name: Michelle White - CDOT
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 other comments.

Status Date: 05/15/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge
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: Environmental Health Referral Review Status: Approved

Reviewers Name: Andy Whitty
Reviewers Email: andy.whitty@denvergov.org
Status Date: 04/29/2026
Status: Approved
Comments:
Status Date: 05/13/2025
Status: Approved

2025-ENCROACHMENT-0000042

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

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

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

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

Status Date: 05/15/2025
Status: Approved - No Response
Comments:

Reviewing Agency: ROW - Supplemental Review Review Status: Approved

Status Date: 05/05/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042_2ND SUBMITTAL - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: DOTI Water Services
Reviewers Name: Jessica Stevens
Reviewers Phone: 303-446-3608
Reviewers Email: jessica.stevens@denvergov.org
Approval Status: Approved

Reviewing Agency: ROW - Supplemental Review Review Status: Approved w/conditions

Status Date: 05/05/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042_2ND SUBMITTAL - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: WW Construction
Reviewers Name: Mark Gehrke
Reviewers Phone: 303-446-3427
Reviewers Email: mark.gehrke@denvergov.org
Approval Status: Approved with conditions
See attached redlines.

The ramp structure is constructed over existing WW storm. The project will have to relocate all storm and sanitary so it is not longer under the ramp and stair structure. If they can't be relocated, then all storm and sanitary needs to be encased in a steel encasement pipe. WW needs access to the MH's. A vac truck is used to maintain these MH's.

The file names don't really correspond to the title of this submittal. Wynkoop pedestrian crossing. They should match so it is easier to find in the future.

This seems to be a developers project. Is this going through DES for review?

Attachment: Wynkoop Crossing Tier III Encroachment_1st Submittal-mwg.pdf

REDLINES are uploaded to the E-Review webpage.

REDLINES uploaded to E-review webpage

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID: 2022-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2025-ENCROACHMENT-0000042 **Review Phase:**
Location: 1000 Chopper Circle **Review End Date:** 05/01/2026

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

Reviewing Agency: ROW - Supplemental Review

Review Status: Approved w/conditions

Status Date: 08/19/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge

Reviewing Agency/Company: DOTI - Bridge

Reviewers Name: Patrick Bergman

Reviewers Phone: 303-446-3674

Reviewers Email: Patrick.Bergman@denvergov.org

Approval Status: Approved with conditions

Comments:

1. Designer shall include notes in the plan set that there shall be no heavy construction equipment or material staging within 10' of the existing Cherry Creek walls. The walls are historic and we do not have as-built plans, so we do not know their load-carrying capacity. We have set the precedent with previous projects in the area that no additional loading beyond the existing condition will be permitted unless the applicant is willing to analyze the existing wall and provide a stamped calc package showing that it can handle any proposed changes.

2. The Cherry Creek trail is not ROW, so an encroachment is not the correct legal avenue to permit the construction of a privately-owned structure above it. I'm not familiar enough with licenses or easements to know what the right method is but I'm confident only the portion over Speer ROW should be an encroachment. The attached document contains our standard requirements to ensure proper inspection and maintenance of structures over ROW. I will assign a structure number later on during the design once we know this is definitely happening as planned.

Attachment: Tier III Inspection Requirements.docx

Status Date: 08/01/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042 - Tier III - Ball Arena Pedestrian Bridge

Reviewing Agency/Company: DOTI - Bridge

Reviewers Name: Patrick Bergman

Reviewers Phone: 303-446-3674

Reviewers Email: Patrick.Bergman@denvergov.org

Approval Status: Approved with conditions

REDLINES uploaded to E-review webpage

Comment Report

Tier III - Ball Arena - Wynkoop Crossing Pedestrian Bridge

06/16/2026

Master ID:	2022-PROJMSTR-0000184	Project Type:	Tier III Encroachment Resolution
Review ID:	2025-ENCROACHMENT-0000042	Review Phase:	
Location:	1000 Chopper Circle	Review End Date:	05/01/2026

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

Comments:

1. Designer shall include notes in the plan set that there shall be no heavy construction equipment or material staging within 10' of the existing Cherry Creek walls. The walls are historic and we do not have as-built plans, so we do not know their load-carrying capacity. We have set the precedent with previous projects in the area that no additional loading beyond the existing condition will be permitted unless the applicant is willing to analyze the existing wall and provide a stamped calc package showing that it can handle any proposed changes.
2. The Cherry Creek trail is not ROW, so an encroachment is not the correct legal avenue to permit the construction of a privately-owned structure above it. I'm not familiar enough with licenses or easements to know what the right method is but I'm confident only the portion over Speer ROW should be an encroachment. The attached document contains our standard requirements to ensure proper inspection and maintenance of structures over ROW. I will assign a structure number later on during the design once we know this is definitely happening as planned.

Attachment: Tier III Inspection Requirements.docx

Reviewing Agency: ROW - Supplemental Review

Review Status: Approved w/conditions

Status Date: 05/07/2026
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000042_2nd SUBMITTAL - Tier III - Ball Arena Pedestrian Bridge
Reviewing Agency/Company: DOTI ROWS Regulatory Innovation Team
Reviewers Name: Chris Baca
Reviewers Phone: 720-913-0806
Reviewers Email: chris.baca@denvergov.org
Approval Status: Approved with conditions
Comments:
Revised on behalf of Brent McMurtrie, formerly ER Transportation

REDLINES uploaded to E-review webpage