

# 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](mailto: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](mailto:DOTI.ER@denvergov.org).

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

### ADJACENT PROPERTY OWNER:

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

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## ENCROACHMENT INFORMATION:

Project Name: \_\_\_\_\_  
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:

\_\_\_\_\_

# TIER DETERMINATION SUBMITTAL CHECKLIST

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

Download this checklist, fill out, and submit along with the Application and supporting documentation to [DOTI.ER@denvergov.org](mailto:DOTI.ER@denvergov.org).

- ☒ This checklist is only for Applications requesting Tier Determination or Tier I Statement of No Objection only
- ☒ **Encroachment Determinations are not an approval** of information provided with this submittal.
- ☒ It is the Applicant's responsibility to provide sufficient information for an accurate Tier Determination
- ☒ Tier I Encroachments do not require an Encroachment Permit, other permits still apply
- ☒ Tier II and Tier III Encroachments require separate Encroachment Permit Application for review and approval
- ☒ Additional information will be required at the time of separate Encroachment Permit Application
- ☒ Tier Determinations are subject to change based on new information and comprehensive review of a separate Encroachment Application

### 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](#)

### Encroachment Application

- ☒ **Signed by adjacent property owner** or authorized Special District representative as owner of Encroachment
- ☒ Select 'Determination Only' on Application

### Site Maps, Exhibits, and Plans

PROVIDE MAPS, EXHIBITS, AND/OR PLANS TO ILLUSTRATE MINIMUM INFORMATION NECESSARY TO UNDERSTAND CURRENT CONDITIONS AND PROPOSED ENCROACHMENT DESCRIPTION AND PLACEMENT

- ☒ North arrows and legends
- ☒ Labels and dimensions of current conditions and proposed, final conditions
- ☒ Property/Right-of-Way lines, right-of-way widths, street names and adjacent property addresses
- ☒ Edge of pavement, curb and gutter, sidewalks, nearby driveways, and alleys
- ☒ Distance between the property line and the back of curb
- ☒ Location and size of Encroachment – Show and dimension limits of both above and below ground elements
- ☒ Distance from Encroachment to the nearest flowline, from Encroachment to sidewalk, of clear sidewalk width
- ☒ Projection of Encroachment from building and vertical height/clearance of the Encroachment from finish grade
- ☒ Construction Materials
- ☐ Electrical service alignment, electrical connection location, and voltage/amps requirements N/A
- ☒ Cross-sections (show ROW line, sidewalk, curb/gutter, limits of encroachment above/below ground, vertical clearance)
- ☒ Manufacturer's, construction, special, and non-standard details
- ☒ Photographs or other renderings of proposed installations

### Contact Information for Owner or Authorized Application Representative:

SIGNATURE:		DATE:	01/15/25
PRINT NAME:	Amy Kruse	PHONE:	303-359-9533
EMAIL:	amy@outsidedreams.com	COMPANY:	Outside Dreams LLC

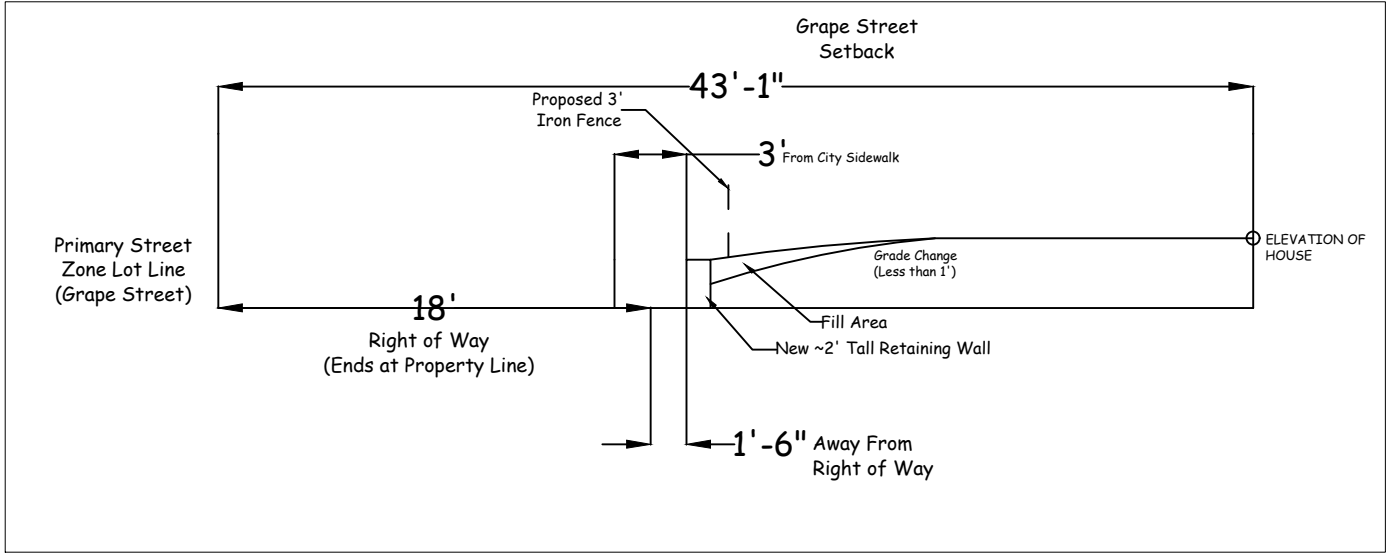
City and County of Denver Department of Transportation & Infrastructure  
Right-of-Way Services | Engineering & Regulatory  
201 W Colfax Ave, Dept 507 | Denver, CO 80202  
[www.denvergov.org/doti](http://www.denvergov.org/doti)  
Phone: 720-913-3003

CONNECT WITH US | 311 | [DENVERGOV.ORG](http://DENVERGOV.ORG) | DENVER 8 TV

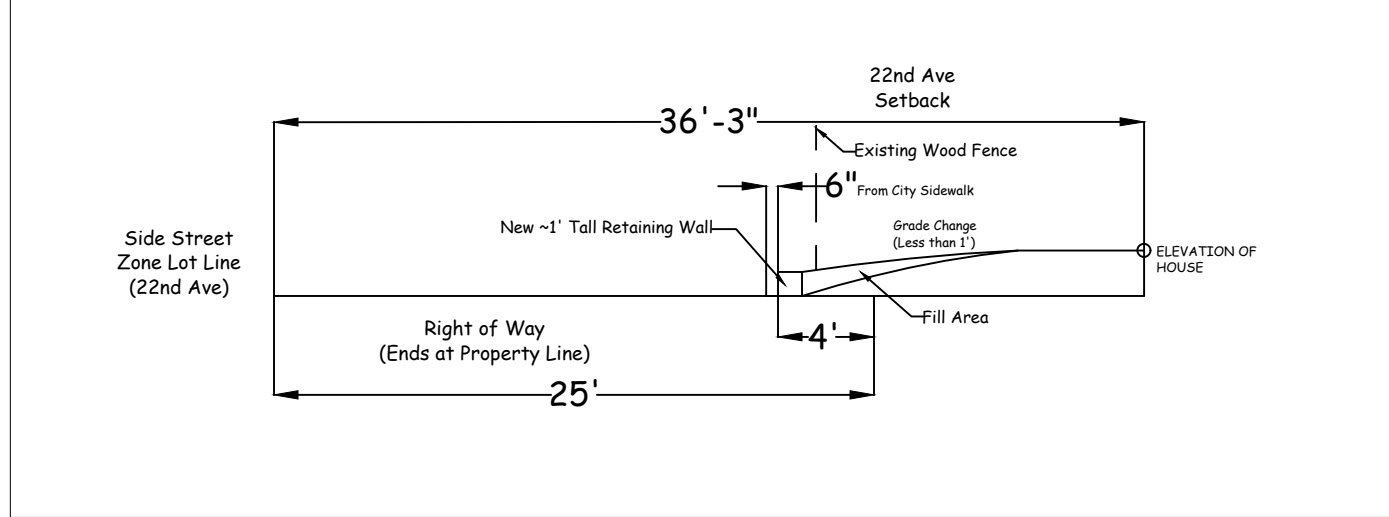
Form Date 12/8/23



Elevation Drawing  
(Grape Street)



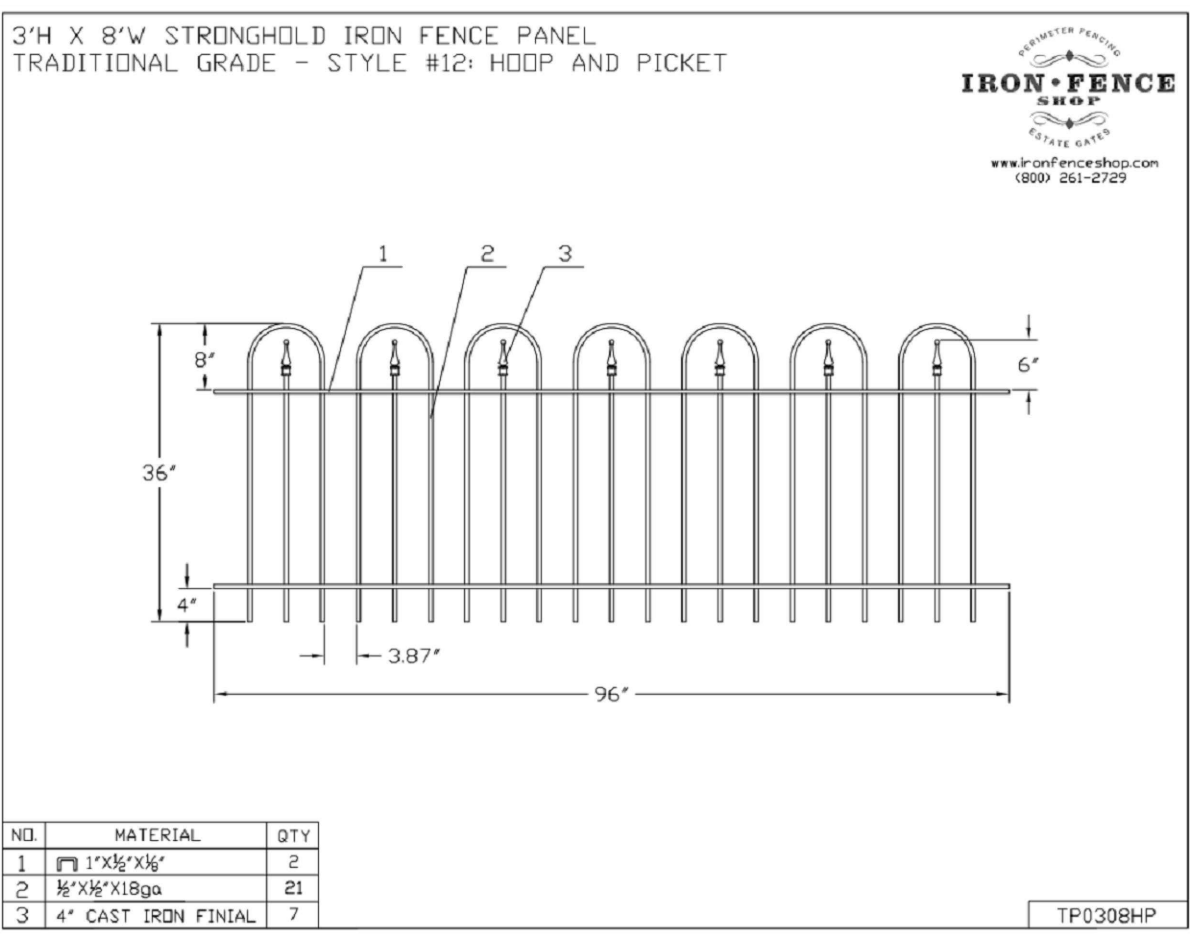
Elevation Drawing  
(22nd Ave)



Stripstone Material

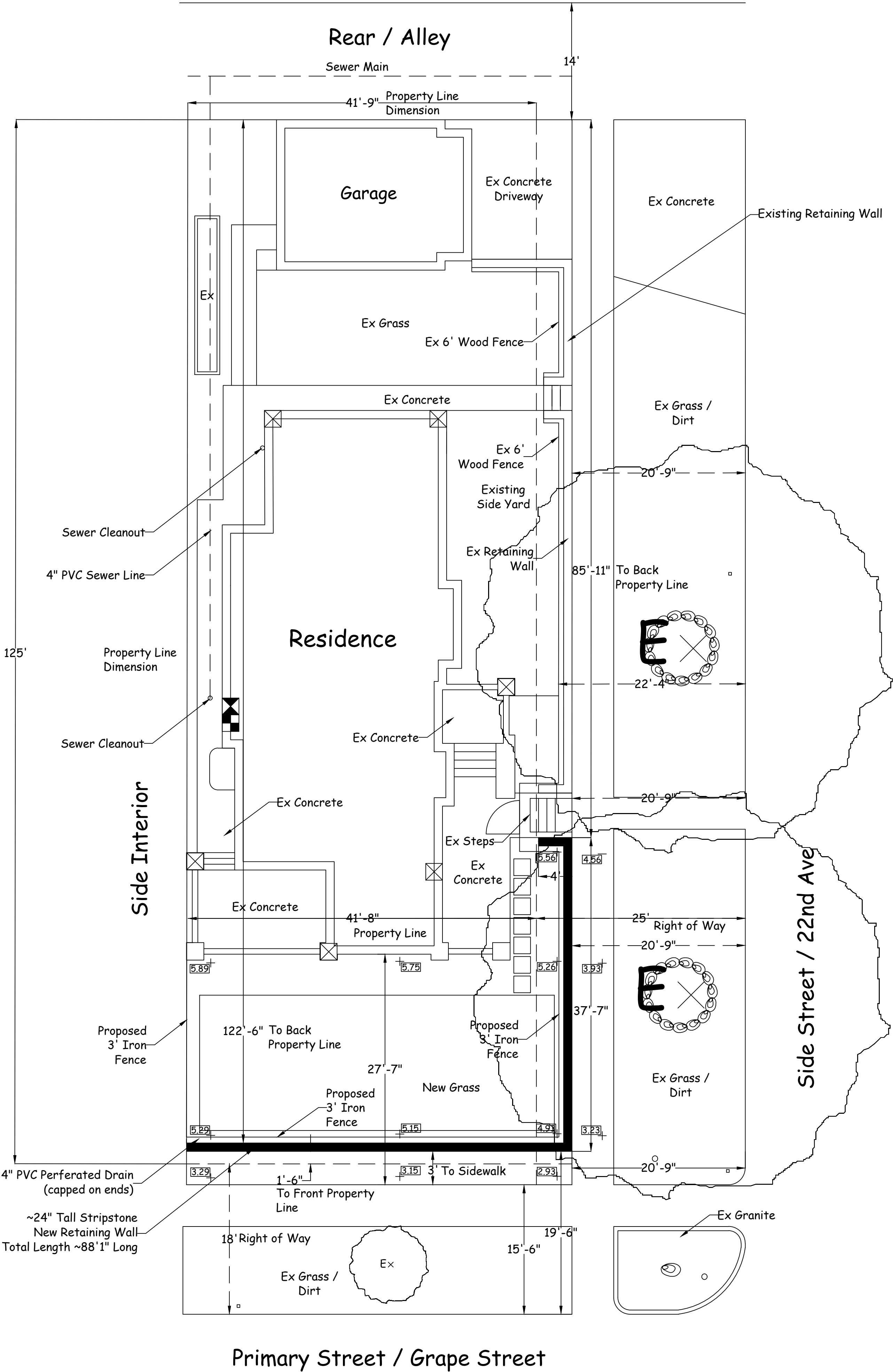


3' Iron Fence



Construction Notes

- Retaining Walls: To be installed using Buff Stripstone with aggregate and piping installed behind the wall for drainage
- Ex. Means existing



Ready for Construction

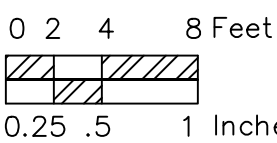
Outside  
Dreams  
Landscape Design

9609 S University Blvd  
Highlands Ranch, CO  
80130

Tel: 303.359.9533  
outsidedreams.com

Designed by: Amy Kruse  
Drawn: 01.31.25

Scale 1" = 8'-0"



Smith Residence  
2200 Grape St  
Denver, CO 80207

Design is provided as a visual aid in building your project. Some small on-site adjustments may be needed to make your design a reality.



## EXHIBIT "A"

### Land Description:

Parcels of land situated in the NE 1/4 of Section 31, Township 3 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, City of Denver, County of Denver, State of Colorado, being a portion of the 22<sup>nd</sup> Avenue and Grape Street Rights-of-Way, more particularly described as follows:

#### Parcel 1:

**Commencing** at a City and County of Denver Range Point in the intersection of Hudson Street and 22nd Avenue, Thence N83°36'48"W a distance of 178.25 feet to a point on the South line of Lot 24, Block 2, More's Park Heights recorded on October 23, 1888 in the office of the City and County of Denver Clerk and Recorder in Plat Book 6 at Page 16C and the North Line of said 22<sup>nd</sup> Avenue Right-of-Way (ROW); said point being also the **Point of Beginning**;

Thence S00°03'20"E a distance of 4.20 feet;

Thence S89°56'40"W a distance of 105.07 feet;

Thence N00°03'20"W a distance of 4.20 feet to said South line of Lot 24 and said North Line of said 22<sup>nd</sup> Avenue ROW;

Thence N89°56'40"E contiguous with said common line, a distance of 105.07 feet to the **Point of Beginning**;

Parcel 1 Contains (441 Square Feet) 0.01012 Acres, more or less.

### AND

#### Parcel 2:

**Commencing** at a City and County of Denver Range Point in the intersection of Hudson Street and 22nd Avenue, Thence N77°48'17"W a distance of 290.62 feet to at the northwest corner of that parcel of land described in Special Warranty Deed recorded in said records under Reception Number 2024058843 and the East Line of Grape Street ROW; said point being also the **Point of Beginning**;

Thence S00°05'00"E contiguous with said common line, a distance of 0.67 feet;

Thence S89°56'40"W a distance of 2.20 feet;

Thence N00°05'00"W a distance of 0.67 feet;

Thence N89°56'40"E a distance of 2.20 feet to the **Point of Beginning**;

Parcel 2 Contains (1 Square Feet) 0.00003 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Bearings are based on the Range Line in 22nd Avenue between Grape Street and Hudson Street, situated in the NE 1/4 of Section 31, Township 3 South, Range 67 West of the 6<sup>th</sup> Principal Meridian bounded by a range point in the intersection of Hudson Street and 22nd Avenue having a found 1" drag tooth set 2.3' in range box and by a calculated range point per the City and County of Denver monument tie out sheet by Merrick & Company dated 8/3/2011, assumed to bear N89°56'40"E a distance of 330.00 feet.

Date Prepared: March 17, 2025

Date of Last Revision: March 25, 2025

Prepared By:

Justin A. Conner

Professional L.S. No. 38421

For and on behalf of Engineering Service Company



SITUATED IN THE NE 1/4 OF SECTION 31, T.3S., R.67W. OF THE 6TH P.M.  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

## Tier III 2200 N Grape St Retaining Wall Fence and Steps

04/23/2025

**Master ID:** 2025-PROJMSTR-0000056 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000013 **Review Phase:**  
**Location:** 2200 N Grape St **Review End Date:** 03/10/2025

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

Reviewing Agency: DS Transportation Review

Review Status: Approved

Reviewers Name: Melissa Woods  
Reviewers Email: [Melissa.Woods@denvergov.org](mailto:Melissa.Woods@denvergov.org)

Status Date: 03/07/2025  
Status: Approved  
Comments:

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

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved w/Conditions

Reviewers Name: Tiffany Holcomb  
Reviewers Email: [Tiffany.Holcomb@denvergov.org](mailto:Tiffany.Holcomb@denvergov.org)

Status Date: 03/11/2025  
Status: Approved w/Conditions  
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000013 - Tier III 2200 N Grape St Retaining Wall Fence and Steps  
Reviewing Agency/Company: Project Coordination  
Reviewers Name: Tiffany Holcomb  
Reviewers Phone: 720-865-3018  
Reviewers Email: [Tiffany.Holcomb@denvergov.org](mailto:Tiffany.Holcomb@denvergov.org)  
Approval Status: Approved with conditions

Comments:  
The portions of the proposed fence and retaining wall on the zone lot (not in the public ROW) may require a zoning permit review. It appears that a zoning application is in current review for this item under 2024-ZONE-0005289.

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

Reviewing Agency: Survey Review

Review Status: Approved

Reviewers Name: Scott Castaneda  
Reviewers Email: [Robert.Castaneda@denvergov.org](mailto:Robert.Castaneda@denvergov.org)

Status Date: 04/03/2025  
Status: Approved  
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000013 - Tier III 2200 N Grape St Retaining Wall Fence and Steps  
Reviewing Agency/Company: DOTI ROWS Survey  
Reviewers Name: Robert Castaneda



# Comment Report

## Tier III 2200 N Grape St Retaining Wall Fence and Steps

04/23/2025

**Master ID:** 2025-PROJMSTR-0000056 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000013 **Review Phase:**  
**Location:** 2200 N Grape St **Review End Date:** 03/10/2025

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

Reviewers Phone: 7208791937  
Reviewers Email: robert.castaneda@denvergov.org  
Approval Status: Approved

Comments:

Status Date: 03/10/2025  
Status: Denied  
Comments: Date: 2025.03.10  
Record: 2025-ENCROACHMENT-0000013  
ER Case Manager: Shari Bills  
Survey Reviewer: Scott Castaneda Robert.castaneda@denvergov.org 720-879-1937

☐ yes ☒ no Proposed ENCROACHMENT overlaps Proposed ROW Dedication area?

Tier III Survey Review Status: Denied

☒ X denotes received

☐ denotes outstanding required items to be submitted by Applicant

Survey will start its review once we have received all required items

Contact Survey Reviewer with any questions

The following items are required for all TIER II and TIER III Encroachment Applications:

Applicant's Property/Adjoining Property/Benefitting Property

202X-ENCROACHMENT-0000XXX-001

☐ Authorized Special District

- a) ☒ Site Plan of Applicant's Property and Encroachment with dimensions tied to the ROW
- b) ☐ Vesting Deed(s) of Applicant's Property
- c) ☒ Title Commitment, Policy or Binder of Applicant's Property, effective date current within 90 days (must be updated prior to approval)
- d) ☐ Land Description of Applicant's Property in Word format

The following items are required for all TIER II UNDERGROUND and TIER III Encroachment Applications:

Proposed Encroachment Area

202X-ENCROACHMENT-0000XXX-002

- e) ☐ Description and Illustration (Exhibit A) in PDF format sealed by a Colorado Professional Land Surveyor - See Legal Description Guidelines
- f) ☐ Encroachment Area Land Description in Word format

Comments: Items b, c, d, e and f must be addressed & submitted for review.

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

Reviewing Agency: DES Wastewater Review

Review Status: Approved

Reviewers Name: Jim Turner  
Reviewers Email: Jim.Turner@denvergov.org

# Comment Report

## Tier III 2200 N Grape St Retaining Wall Fence and Steps

04/23/2025

**Master ID:** 2025-PROJMSTR-0000056 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000013 **Review Phase:**  
**Location:** 2200 N Grape St **Review End Date:** 03/10/2025

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

**Status Date:** 02/12/2025  
**Status:** Approved  
**Comments:**

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

**Status Date:** 03/11/2025  
**Status:** Approved - No Response  
**Comments:**

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

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

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

**Status Date:** 04/23/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000013 - Tier III 2200 N Grape St Retaining Wall Fence and Steps  
Reviewing Agency/Company: DOTI Strategic  
Reviewers Name: Brent McMurtrie  
Reviewers Phone: 7209134502  
Reviewers Email: brent.mcmurtrie@denvergov.org  
Approval Status: Approved

**Comments:**  
Revisions made and proposed work falls into existing conditions that can be allowed due to complexity to remedy.

**Status Date:** 03/10/2025  
**Status:** Denied  
**Comments:**

1. Walls shall be a min 6 inches behind sidewalk for construction purposes, per Encroachment Rules & Regs, as well as Typical Sections in the Transportation Standards and Details.
2. Per Encroachment Rules and Regs, landscape fencing shall not exceed 30 inches in height.
3. Elevation drawing for 22nd showing a 6 inch dimension, but does not show that this is to the back of sidewalk. Please include.
4. Plans only appear to be by Landscape Design. Per Encroachment Permit requirements, a licensed PE in the state of CO must sign and seal plans, showing all requirements per the checklist.
5. As this is a Tier III encroachment application, a CO Licensed surveyor also needs to provide a site plan.
6. Project description shows both retaining wall and fence to be same distance from face of curb. This would indicate the fence is going on top of the wall and not behind it. Please revise.

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

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

# Comment Report

## Tier III 2200 N Grape St Retaining Wall Fence and Steps

04/23/2025

**Master ID:** 2025-PROJMSTR-0000056 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000013 **Review Phase:**  
**Location:** 2200 N Grape St **Review End Date:** 03/10/2025

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

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

**Status Date:** 03/10/2025  
**Status:** Approved  
**Comments:**

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

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

**Status Date:** 03/11/2025  
**Status:** Approved - No Response  
**Comments:**

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

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

**Status Date:** 04/22/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000013 - Tier III 2200 N Grape St Retaining Wall Fence and Steps  
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy  
Reviewers Name: Donna George  
Reviewers Phone: 3035713306  
Reviewers Email: Donna.L.George@xcelenergy.com  
Approval Status: Approved

**Comments:**

**Status Date:** 03/11/2025  
**Status:** Denied  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000013 - Tier III 2200 N Grape St Retaining Wall Fence and Steps  
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: Denied

**Comments:**

PSCo/Xcel Energy has existing natural gas service facilities on the west side of the subject property, and requests that this pipeline is shown on the plan.

Note that proper clearances must be maintained including ground cover over buried facilities that should not be modified from original depths. In other words, if the original cover is changed (by less or more), PSCo facilities must be raised or lowered to accommodate that change. Potholing may be necessary to determine depth of pipeline. Please



# Comment Report

## Tier III 2200 N Grape St Retaining Wall Fence and Steps

04/23/2025

**Master ID:** 2025-PROJMSTR-0000056 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000013 **Review Phase:**  
**Location:** 2200 N Grape St **Review End Date:** 03/10/2025

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

contact Colorado 811 for locates before excavating. Note that proper clearances must be maintained including ground cover over buried facilities that should not be modified from original depths. In other words, if the original cover is changed (by less or more), PSCo facilities must be raised or lowered to accommodate that change. Contact Colorado 811 for locates before excavating. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Please be aware that all risk and responsibility for this request are unilaterally that of the Applicant/Requestor.

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

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

**Status Date:** 03/11/2025  
**Status:** Approved - No Response  
**Comments:**

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

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

**Status Date:** 03/11/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000013 - Tier III 2200 N Grape St Retaining Wall Fence and Steps  
Reviewing Agency/Company: Comcast  
Reviewers Name: Miguel Flores  
Reviewers Phone: 7204130113  
Reviewers Email: miguel\_flores@comcast.com  
Approval Status: Approved

**Comments:**  
Comcast facilities are aerial at this location

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

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

**Status Date:** 03/11/2025  
**Status:** Approved - No Response  
**Comments:**

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

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

**Status Date:** 03/11/2025

# Comment Report

## Tier III 2200 N Grape St Retaining Wall Fence and Steps

04/23/2025

**Master ID:** 2025-PROJMSTR-0000056 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000013 **Review Phase:**  
**Location:** 2200 N Grape St **Review End Date:** 03/10/2025

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

Status: Approved - No Response  
Comments:

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

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

Status Date: 03/11/2025  
Status: Approved - No Response  
Comments:

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

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

Reviewers Name:  
Reviewers Email:

Status Date: 03/11/2025  
Status: Approved - No Response  
Comments:

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

Reviewing Agency: Division of Real Estate Referral Review Status: Approved - No Response

Status Date: 03/11/2025  
Status: Approved - No Response  
Comments:

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

Reviewing Agency: Denver Fire Department Review Review Status: Approved

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

Status Date: 02/11/2025  
Status: Approved  
Comments:

Reviewing Agency: Denver Water Referral Review Status: Approved

Status Date: 03/11/2025

# Comment Report

## Tier III 2200 N Grape St Retaining Wall Fence and Steps

04/23/2025

**Master ID:** 2025-PROJMSTR-0000056 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000013 **Review Phase:**  
**Location:** 2200 N Grape St **Review End Date:** 03/10/2025

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

**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000013 - Tier III 2200 N Grape St Retaining Wall Fence and Steps  
Reviewing Agency/Company: Denver Water  
Reviewers Name: Kela Naso  
Reviewers Phone: 0000000000  
Reviewers Email: kela.naso@denverwater.org  
Approval Status: Approved

**Comments:**

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

Reviewing Agency: Parks and Recreation Review

Review Status: Approved - No Response

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

**Status Date:** 03/11/2025  
**Status:** Approved - No Response  
**Comments:**

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

Reviewing Agency: Policy and Planning Referral

Review Status: Approved - No Response

**Status Date:** 03/11/2025  
**Status:** Approved - No Response  
**Comments:**

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

Reviewing Agency: Denver Office of Disability Rights Referral

Review Status: Approved

**Status Date:** 03/11/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000013 - Tier III 2200 N Grape St Retaining Wall Fence and Steps  
Reviewing Agency/Company: DODR  
Reviewers Name: Spencer Pocock  
Reviewers Phone: 720-913-8411  
Reviewers Email: Spencer.Pocock@denvergov.org  
Approval Status: Approved

**Comments:**

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



# Comment Report

## Tier III 2200 N Grape St Retaining Wall Fence and Steps

04/23/2025

**Master ID:** 2025-PROJMSTR-0000056 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000013 **Review Phase:**  
**Location:** 2200 N Grape St **Review End Date:** 03/10/2025

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

requirements.

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

**Reviewing Agency:** Construction Engineering Review

**Review Status:** Approved

**Reviewers Name:** Kim Blair  
**Reviewers Email:** kim.blair@denvergov.org

**Status Date:** 04/07/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000013 - Tier III 2200 N Grape St Retaining Wall Fence and Steps  
Reviewing Agency/Company: Denver Department of Transportation and Infrastructure  
Reviewers Name: Kim D. Blair, P.E.  
Reviewers Phone: 7857602244  
Reviewers Email: kim.blair@denvergov.org  
Approval Status: Approved

**Comments:**

**Status Date:** 02/24/2025  
**Status:** Denied  
**Comments:** The checklist was not uploaded. Show the ROW lines on the plans.

**Reviewing Agency:** TES Sign and Stripe Review

**Review Status:** Approved - No Response

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

**Status Date:** 03/11/2025  
**Status:** Approved - No Response  
**Comments:**

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

**Reviewing Agency:** City Forester Review

**Review Status:** Approved

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

**Status Date:** 03/10/2025  
**Status:** Approved  
**Comments:** Approved. Limited PRW tree conflict. Construction complete.

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

# Comment Report

## Tier III 2200 N Grape St Retaining Wall Fence and Steps

04/23/2025

**Master ID:** 2025-PROJMSTR-0000056 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000013 **Review Phase:**  
**Location:** 2200 N Grape St **Review End Date:** 03/10/2025

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

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

Status Date: 03/10/2025  
Status: Approved - No Response  
Comments:

Status Date: 02/06/2025  
Status: Approved - No Response  
Comments:

Reviewing Agency: CDOT Referral Review Status: Approved

Status Date: 03/11/2025  
Status: Approved  
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000013 - Tier III 2200 N Grape St Retaining Wall Fence and Steps  
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.

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

Reviewing Agency: Environmental Health Referral Review Status: Approved

Reviewers Name: Lori Ann Phillips  
Reviewers Email: loriann.phillips@denvergov.org

Status Date: 03/07/2025  
Status: Approved  
Comments:

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

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

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

Status Date: 03/11/2025  
Status: Approved - No Response  
Comments:

2025-ENCROACHMENT-0000013

# Comment Report

## Tier III 2200 N Grape St Retaining Wall Fence and Steps

04/23/2025

<b>Master ID:</b>	2025-PROJMSTR-0000056	<b>Project Type:</b>	Tier III Encroachment Resolution
<b>Review ID:</b>	2025-ENCROACHMENT-0000013	<b>Review Phase:</b>	
<b>Location:</b>	2200 N Grape St	<b>Review End Date:</b>	03/10/2025

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

Comments:





# CHICAGO TITLE COMPANY

8055 East Tufts Avenue, Suite 525  
Denver, CO 80237  
Phone: 303-291-9999 / Fax: 303-633-7780

**Date:** June 18, 2025  
**File No.:** 598-CS0626445-152  
**Buyer(s)/Borrower(s):** Contracted Purchaser or Designee  
**Owner(s):** The Garnet Trust and  
**Property:** 2200 Grape St, Denver, CO 80207-3839  
**Assessor Parcel No.:** 01311-18-013-000 and 01311-18-013-000

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

**To:** Chicago Title of Colorado - DTC  
8055 East Tufts Avenue  
Suite 525  
Denver, CO 80237

**Attn:** CT Title Only  
**Phone:** 303-291-9917  
**Fax:**  
**Email:** sandy.plaven@ctt.com

**To:** Contracted Purchaser or Designee

**Attn:**

**To:**

**To:** Placeholder LB Transaction Coordinator/Or Co Agent

**To:** LB Transaction Coordinator/Or Co Agent

**To:** .

**To:** SB Transaction Coordinator/Or Co Agent

**To:** SB Transaction Coordinator/Or Co Agent

**END OF TRANSMITTAL**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**CHICAGO TITLE  
INSURANCE COMPANY**

Commitment Number:

**CS0626445**

## 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, Chicago Title Insurance Company, a Florida 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Countersigned By:

Terry N. Williams  
Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: CT Title Only Chicago Title of Colorado - DTC 8055 East Tufts Avenue, Suite 525 Denver, CO 80237 Phone: 303-291-9917 Main Phone: 303-291-9999 Email: sandy.plaven@ctt.com	

**Order Number: 598-CS0626445-152**

**Property Address: 2200 Grape St, Denver, CO 80207-3839**

### SCHEDULE A

1. Commitment Date: June 5, 2025 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured: Contracted Purchaser or Designee

Proposed Amount of Insurance: \$10,000.00

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

Fee Simple

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

[The Garnet Trust, dated May 6, 2025 and The Passing Gaas Trust, dated May 6, 2025, as their interest may appear](#)

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

### PREMIUMS:

Search/Abstract Fees \$750.00

### END OF SCHEDULE A

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## EXHIBIT "A"

### Legal Description

Lot 24 and South 2/3 of Lot 25, Except the Rear 7 feet of said Lots, Block 2, Mores Park Heights, City and County of Denver, State of Colorado.

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): The Garnet Trust, dated May 6, 2025 and The Passing Gaas Trust, dated May 6, 2025, as their interest may appear

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.

NOTE: Statement of Authority for The Garnet Trust, dated May 6, 2025 recorded May 12, 2025 at Reception No. [2025043984](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

[Warren H. Smith and Emma L. Gaas]

NOTE: Statement of Authority for The Passing Gaas Trust, dated May 6, 2025 recorded May 12, 2025 at Reception No. [2025043985](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Emma Louise Gaas and Warren Henry Smith

7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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**SCHEDULE B, PART I - Requirements**  
(continued)

NOTE: Effective May 24th, 2023, the Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein. This affects the following counties, Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, and Summit.

**24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:**

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

Warranty Deed, recorded May 12, 2025 at Reception Number [2025043983](#).

Warranty Deed, recorded June 26, 2024 at Reception Number [2024058843](#).

Plat Map\_

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

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

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: October 23, 1888

Recording No: [Plat Book 6 at Page 16C](#)

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

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

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements;
- 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.

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(continued)

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

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

**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

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

**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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

**END OF CONDITIONS**

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## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Chicago Title of Colorado - DTC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- The Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity. Unless specified otherwise, any interest earned, or other financial benefits received, on such account(s) shall be retained by the Company. Upon request, deposits made to the Company may be invested on behalf of any party or parties hereto; provided that any direction to the Company for such investment shall be expressed in writing and the Company shall receive at the time of such request the taxpayer's identification number and requisite investment forms. The Company shall charge a fee, not to exceed \$75.00, to invest funds in an interest bearing account.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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; 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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**DISCLOSURE STATEMENT**  
(continued)

- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.
  - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
  - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

### **State-Specific Consumer Privacy Information:**

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website ([fnf.com/california-privacy](http://fnf.com/california-privacy)) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginqueries@ag.state.nv.us](mailto:aginqueries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

#### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

#### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



# AFFIDAVIT AND INDEMNITY AGREEMENT TO CHICAGO TITLE OF COLORADO - DTC

**Order No.:** 598-CS0626445-152

**Property:** 2200 Grape St, Denver, CO 80207-3839

The undersigned Owner(s) ("Owner") of the above described property, makes the following statements and representations to Chicago Title of Colorado - DTC:

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

2200 Grape St, Denver, CO 80207-3839

and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Chicago Title of Colorado - DTC as settlement agent by the Owner's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.
8. **NEW CONSTRUCTION:** There has been no new construction on the property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated below:
9. **EXCEPTIONS:** The only exceptions to the above statements are:
10. The undersigned affiant(s) know the matters herein stated are true and indemnifies Chicago Title of Colorado - DTC and Chicago Title Insurance Company, a Florida Corporation, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**AFFIDAVIT AND INDEMNITY AGREEMENT  
TO CHICAGO TITLE OF COLORADO - DTC**

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

**OWNER(S):**

The Garnet Trust

BY: \_\_\_\_\_  
Warren Smith

\_\_\_\_\_

State of Colorado }

}ss

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Warren Smith, , on behalf of The Garnet Trust.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

State of Colorado }

}ss

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

**EXHIBIT "A"**  
Legal Description

Lot 24 and South 2/3 of Lot 25, Except the Rear 7 feet of said Lots, Block 2, Mores Park Heights, City and County of Denver, State of Colorado.