



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: 776 Investments, LLC
Contact Name: Regas Christou
Property Address: 1045 N. Lincoln St., Suite 304, Denver CO 80203
Billing Address: 1045 N. Lincoln St., Suite 304, Denver CO 80203
Phone: (720) 399-4091 Email: regas@coclubs.com

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

Company Name: R&R Engineers-Surveyors, Inc.
Contact Name: Tim Stackhouse P.E.
Address: 1635 W 13th Ave, Suite 310, Denver CO 80204
Phone: (720) 399-4091 Email: tstackhouse@rrengineers.com



ENCROACHMENT INFORMATION:

Project Name: The Warehouse Nightclub
Adjacent Property Address: 2020 W Barberry Pl, Denver CO 80204
Coordinates (Lat/Long): 39.72996381972322, -105.01157635182312
Encroachment Area, in SF: 150 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:
2022-PM-0000259

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.)*

Located on the South side of W Barberry Pl, four (4) feet eleven (11) inches from existing edge of asphalt, and sixty-eight (68) feet from the existing edge of concrete of the West side of Tejon St.

Description of Encroachment:

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

Three (3) existing steel staircases with proposed additional risers.

Reason for Private Improvements in the Public ROW:

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

The north face of the existing building on-site currently abuts the public Right-of-Way along W. Barberry Place. Along this boundary, three (3) building entrances exist. In order to accommodate pedestrian access to these entrances, the existing risers need to be up-fitted with additional risers to connect the proposed grading to the current level of the existing risers. There is no way to do this on private property without impacting the 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:**

Reges Christou

DATE: 10-30-2024

PRINT NAME:

Reges Christou

TITLE: Member

COMPANY:

776 Investments, LLC

PERMIT SUBMITTAL CHECKLIST

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

Encroachments shall be in accordance with:

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

Application

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

Evidence of Adjacent Property Ownership & Parcel Land Description

Required for all Encroachment Permit Applications

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

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

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

- Encroachment Area Land Description and Exhibit(s) in PDF format stamped and signed by PLS
- Encroachment Area Land Description in Word format

Site Plans sealed and signed by a Professional Engineer licensed in Colorado

GENERAL

- Vicinity map
- North arrows and numerical and bar scales (Scale not to exceed 1" = 40')
- Legend
- PE stamp area
- Plan set date and revision number (if applicable)

PLAN VIEW

Show, label and dimension existing and proposed final site conditions, including but not limited to the following (aerial imagery is allowed; however, it does not replace requirement for accurately scaled engineering drawings):

- Property lines, right-of-way width
- Edge of pavement, curb and gutter, sidewalks, nearby driveways and alleys
- Street lights, pedestrian lights, signal poles, utility poles
- Surface utility features (e.g. cabinets, handholes, manholes, inlets, vaults, valves, fire hydrants)
- Regulatory Floodplain boundaries (FEMA)
- Underground and overhead utilities (e.g. water, sewer, power, communications, gas, irrigation)
- Trees and landscaping in the ROW
- Street names and adjacent property address(es)
- Regional Transportation District (RTD) bus stop with any amenities
- Location and size of Encroachment – Show and dimension limits of both above and below ground elements
- Construction Materials
- Projection from building
- Distance from Encroachment to the nearest flowline

City and County of Denver Department of Transportation & Infrastructure

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

www.denvergov.org/doti

Phone: 720-913-3003



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

ELEVATION OR CROSS-SECTION VIEWS

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

DETAIL SHEET(S)

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

STRUCTURAL PLANS Not Applicable

- Structural plans
- Manufacturers certification

ADDITIONAL REQUIRED MATERIAL(S) Not Applicable

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

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

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

Fees:

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

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

Attestation:

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

SIGNATURE: *Rob Devenney* DATE: 6/6/2024
 PRINT NAME: Rob Devenney EMAIL: rdevenney@rrengineers.com
 COMPANY: R&R Engineers & Surveyors, Inc. PHONE: 720-390-5525

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

2020 W BARBERRY PLACE TIER 3 ENCROACHMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF DENVER, COUNTY OF DENVER, STATE OF COLORADO
ADDRESS: 2020 W BARBERRY PLACE, DENVER, CO 80204

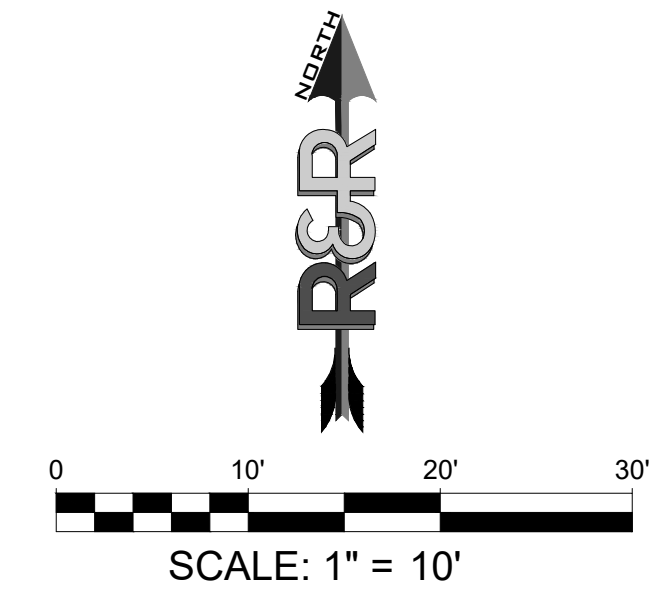
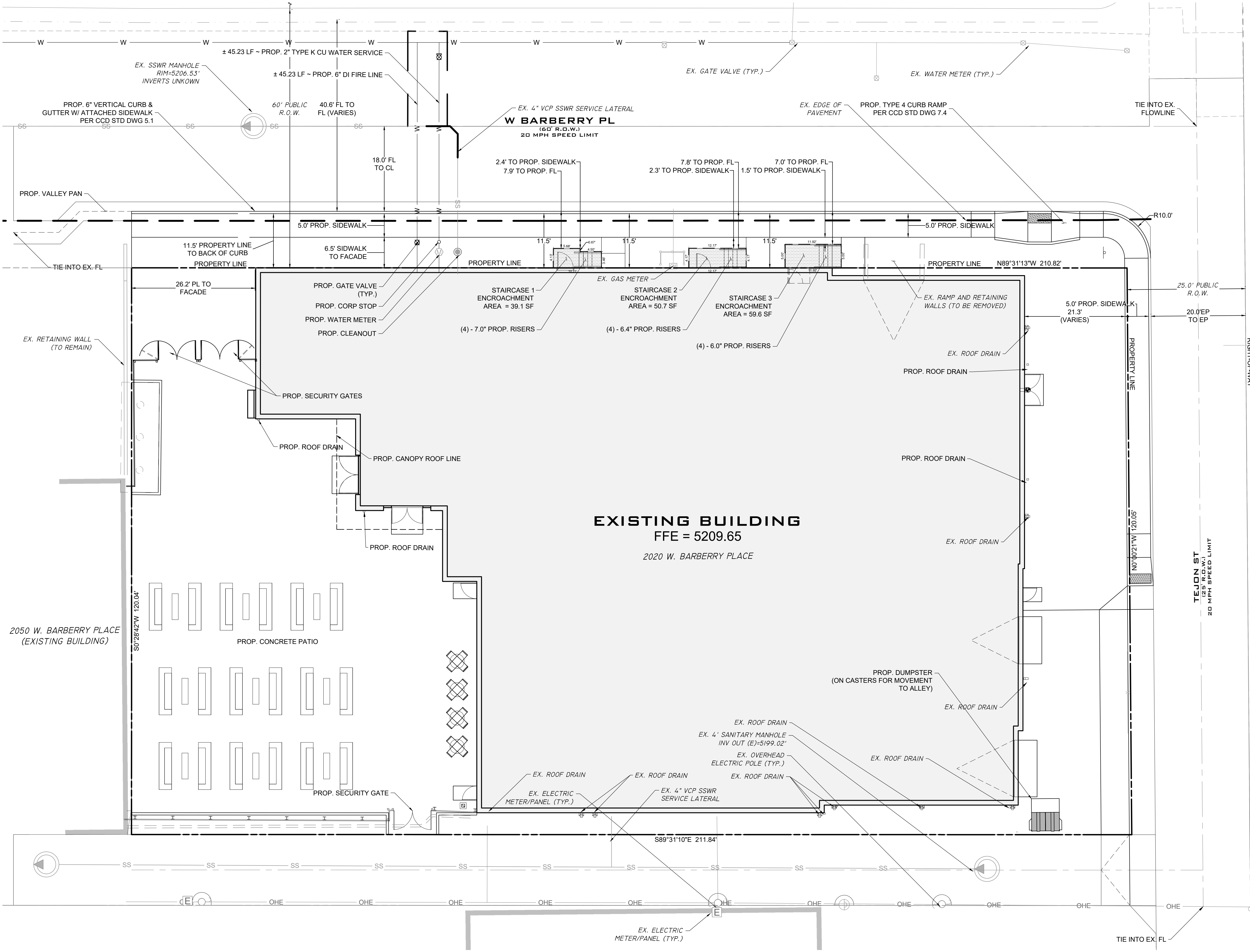


Know what's below.
Call before you dig.

LEGEND

EXISTING	PROPOSED	
		BUILDING
		EASEMENT
		PROPERTY LINE
		RIGHT OF WAY
		CURB AND GUTTER
		SIDEWALK
		DEMO PAVEMENT EDGE
		FENCE LINE
		ENCROACHMENT AREA

ENCROACHMENT AREAS		
FEATURE	VERTICAL HEIGHT	ENCROACHMENT AREA
STAIRCASE 1	2.33 FT	39.1 SF
STAIRCASE 2	2.16 FT	50.7 SF
STAIRCASE 3	2.04 FT	59.6 SF
TOTAL		149.4 SF



PATH: P:\TW23041 2020 W. BARBERRY PLACE ENGINEERING\4. DRAWINGS\PLANS\EXHIBITS\2024-0405 ENCROACHMENT PERMIT EXHIBIT\TW23041-EXHIBIT-SITE.DWG. PLOT DATE: 7/29/2024 5:00:42 PM. BY: JESSICA HEINY

NO.	REVISION	BY	DATE



R&R ENGINEERS-SURVEYORS, INC.

1635 WEST 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
PHONE: 303-753-6730

WWW.RRENINEERS.COM

2020 BARBERRY
2020 WEST BARBERRY PLACE
DENVER, CO 80204
COCLUBS
1045 N. LINCOLN ST., SUITE 304
DENVER, CO 80203

TRANSPORTATION ENGINEERING PLAN
JOB NO. TW23041
ORG. SUBM. DATE 5/31/2023
DWN: JMP CHKD: RSD
NAME

ENCROACHMENT EXHIBIT

NO. **EX-1**



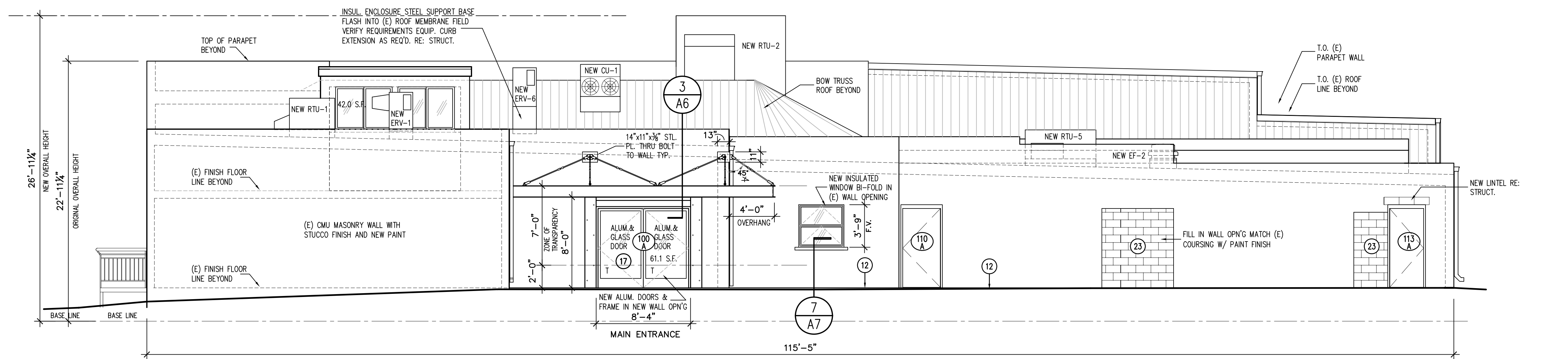
ISSUED FOR:
 DEMOLITION PERMIT:
 02-04-2020
 USE PERMIT:
 06-28-2021
 USE PERMIT SUBMITTAL:
 REVISED 08-19-2021
 FOR CONSTRUCTION:
 12-15-2021
 WASTEWATER SUDDP:
 REVISED 03-03-2022
 FIRE DEPT. F.P.P.R.N.:
 REVISED 03-07-2022
 A/S PRN #1 RESPONSE:
 REVISED 05-12-2022
 WASTEWATER SUDDP:
 REVISED 08-19-2022
 ZONING ZPRN 2:
 REVISED 05-26-2023
 ZONING ZPRN 3:
 REVISED 08-14-2023
 ZONING & TD PRN 4:
 REVISED 04-19-2024
 OWNER REVISIONS:
 04-26-2024

Building Improvements
 The Warehouse Project
 2020 West Barberrry Place
 Denver, Colorado 80204

PAUL E. PUSHNIK,
 ARCHITECT
 9420 East 58th Avenue
 Denver, Colorado 80238
 Email: paul@pepushnik.com
 Phone: 303 263 7038

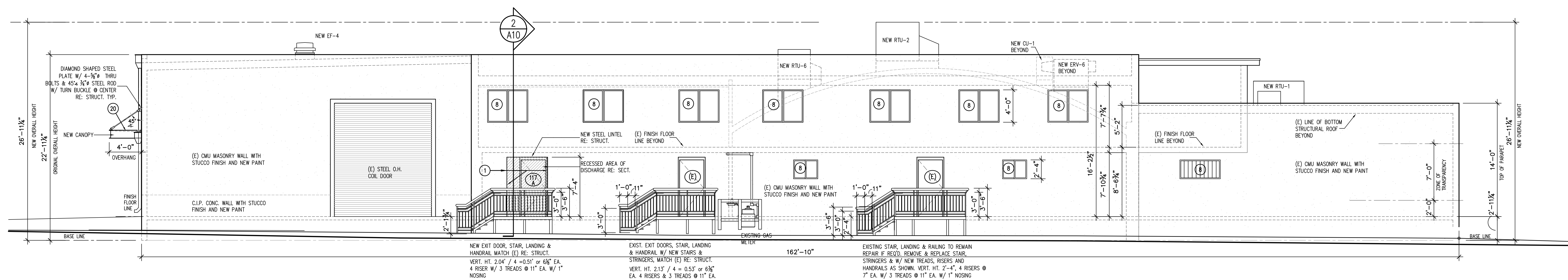
DRAWN: PEP
 DATE: 04-23-2024

DRAWING NO: A5



VERTICAL FENESTRATION WALL AREAS:		GLAZING:		VERTICAL FENESTRATION CALCULATION:		ZONE OF TRANSPARENCY CALCULATION:	
EAST WALL:	1,891.4 S.F.	117.0 S.F.	117.0 S.F.	TOTAL GROSS THERMAL ENVELOPE, WALL AREA PER SECTION	202. = 7,581.2 S.F.	EXISTING TOTAL GLAZING	31.33 / 556.5" = 5.63%
SOUTH WALL:	1,829.4 S.F.	176.7 S.F.	176.7 S.F.				
WEST WALL:	1,223.7 S.F.	119.1 S.F.	119.1 S.F.	TOTAL FENESTRATION AREA =	412.8 S.F.		
NORTH WALL:	2,636.7 S.F.	0	0				
TOTAL WALL AREA =	7,581.2 S.F.	412.8 S.F.	412.8 S.F.				

1 PROPOSED WEST ELEVATION
 3/16" = 1'-0"

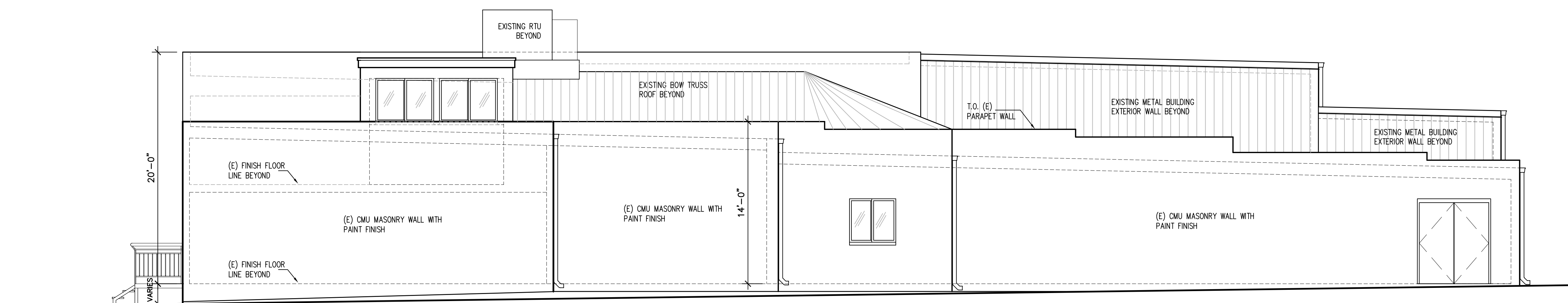


2 PROPOSED NORTH (BARBERRY PL.) ELEVATION
 3/16" = 1'-0"

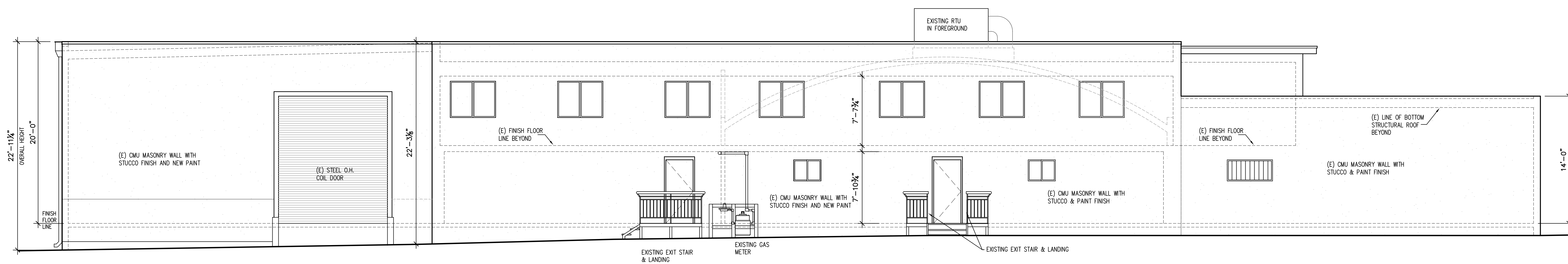
GENERAL NOTES:
 1. ALL NEW EXTERIOR LIGHTING, WATERPROOF OUTLETS, J-BOXES AND ICE-MELT ELECTRICAL WIRING & CONDUITS SHALL BE LOCATED INSIDE THE BUILDING BEHIND WALLS. EXPOSED ELECTRICAL CONDUITS ARE PROHIBITED RE: ELECTRICAL.



ISSUED FOR:
DEMOLITION PERMIT:
02-04-2020
USE PERMIT:
06-28-2021
USE PERMIT SUBMITTAL:
REVISED 08-19-2021
FOR CONSTRUCTION:
12-15-2021
WASTEWATER SUDP:
REVISED 03-03-2022
FIRE DEPT. F.P.P.R.N.:
REVISED 03-07-2022
A/S PRN #1 RESPONSE:
REVISED 04-26-2022
ZONING ZPRN 3:
REVISED 08-14-2023
ZONING ZPRN 4:
REVISED 01-03-2024



1 EXISTING WEST ELEVATION
3/16" = 1'-0"



2 EXISTING NORTH (BARBERRY PL.) ELEVATION
3/16" = 1'-0"

Building Improvements
The Warehouse Project
2020 West Barberry Place
Denver, Colorado 80204

PAUL E. PUSHNIK,
ARCHITECT
9420 East 58th Avenue
Denver, Colorado 80238
Email: paul@pepushnik.com
Phone: 303.283.7038

DRAWN: PEP
DATE: 04-26-2022

Copyright © PAUL E. PUSHNIK, ARCHITECT
All design and written information appearing hereon
is and shall be the property of Paul E. Pushnik, Architect
and shall not be duplicated, altered, or otherwise
used without written consent of Paul E. Pushnik.

DRAWING NO:

A 5.1

OF



Stewart Title Guaranty Company Commercial Services
(Denver)
55 Madison Street, Suite 400
Denver, CO 80206

Date: November 25, 2024
File Number: 24000310515
Property: 2020 West Barberry Place, Denver, CO 80204

Please direct all Title inquiries to:

Jason Bockelman
Phone: (303) 780-4001
Email Address: Jason.Bockelman@stewart.com



PREVENT WIRE FRAUD

**Please call a member of our Commercial Closing Team for wire instructions or to initiate a wire transfer.
Our wiring instructions will never change.**

OWNER:
776 Investments, LLC, a Colorado limited liability company

BROKER:
Unique Properties, Inc.
Contact: Greg Knott
Email: gknott@uniqueprop.com
Contact: Earl Duffy
Email: eduffy@uniqueprop.com
Delivery Method: Emailed

ATTACHED PLEASE FIND THE FOLLOWING:

Linked Title Commitment
Tax Information Report

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.


Countersigned by:


Authorized Countersignature

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 331-0333
Agent ID: 06J050




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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

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File No. 24000310515

ALTA Commitment For Title Insurance (7-01-2021)

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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 countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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

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File No. 24000310515

ALTA Commitment For Title Insurance (7-01-2021)

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

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

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File No. 24000310515

ALTA Commitment For Title Insurance (7-01-2021)

Page 3 of 4



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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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

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File No. 24000310515

ALTA Commitment For Title Insurance (7-01-2021)

Page 4 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Stewart Title Guaranty Company
Issuing Office: 55 Madison Street, Suite 400, Denver, CO 80206
Issuing Office's ALTA® Registry ID: 1027978
Loan ID Number:
Commitment Number: 24000310515
Issuing Office File Number: 24000310515
Property Address: 2020 West Barberry Place, Denver, CO 80204
Revision Number:

1. **Commitment Date:** November 13, 2024 at 5:30 P.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy None

Proposed Insured:

(b) 2021 ALTA® Loan Policy None

Proposed Insured:

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

Fee Simple

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

776 Investments, LLC, a Colorado limited liability company

5. **The Land is described as follows:**

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

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

Informational Commitment Rate
Informational Commitment Fee: \$500.00
Tax Report:
(Sch. # [05043-31-020-000](#)):

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

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File No. 24000310515

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

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

Lots 1 to 9, inclusive,
Block 3,
[MILLESON'S ADDTION TO DENVER](#),
City and County of Denver,
State of Colorado

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

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File No. 24000310515

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

Page 2 of 2



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 24000310515

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:

NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

NOTE: Vesting Deed is recorded January 31, 2020 at [Reception No. 2020013738](#).

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

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File No. 24000310515

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 1



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 24000310515

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. Rights or claims of parties in possession, not shown by the Public Records.
2. Easements, or claims of easements, 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Restrictions, relating to the preservation of mountain views, as contained in Ordinance No. 132, Series of 1971, recorded May 18, 1971 in [Book 323 at Page 608](#).
10. The following matters disclosed by Improvement Location Certificate, dated August, 2016, prepared by Aegis Surveying Inc, under [Job No. 80002](#), to wit:
 - a) Building encroaches onto adjacent property to the West.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 24000310515

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021) COM

Page 1 of 1



STEWART INFORMATION SERVICES CORPORATION
Updated August 29, 2023
GRAMM LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "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 your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent 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 non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - Directly and indirectly from activity on Stewart's website or other applications.
 - From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at OptOut@stewart.com or
2. <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Tier III 2020 W Barberry Pl

10/10/2024

Master ID: 2022-PROJMSTR-0000259 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000110 **Review Phase:**
Location: **Review End Date:** 09/02/2024

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 w/Conditions

Reviewers Name: Christopher Mueller
Reviewers Email: Christopher.Mueller@denvergov.org

Status Date: 08/12/2024
Status: Approved w/Conditions
Comments: PROVIDE PROOF OF ENCROACHMENT PERMIT, PLEASE.

Reviewing Agency: DS Project Coordinator Review **Review Status:** Approved - No Response

Reviewers Name: Tiffany Holcomb
Reviewers Email: Tiffany.Holcomb@denvergov.org

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review **Review Status:** Approved

Reviewers Name: Dana Sperling
Reviewers Email: Dana.Sperling@denvergov.org

Status Date: 10/10/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000110 - Tier III 2020 W Barberry Existing Steps and Doors
 Reviewing Agency/Company: DOTI-SURVEY
 Reviewers Name: DANA SPERLING
 Reviewers Phone: 7204565207
 Reviewers Email: dana.sperling@denvergov.org
 Approval Status: Approved

Comments:

Status Date: 09/26/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000110 - Tier III 2020 W Barberry Existing Steps and Doors
 Reviewing Agency/Company: DOTI- SURVEY
 Reviewers Name: DANA SPERLING
 Reviewers Phone: 7204565207
 Reviewers Email: dana.sperling@denvegov.org
 Approval Status: Approved

Comments:

approved documents are in the Approved Legal Descriptions folder

Comment Report

Tier III 2020 W Barberry Pl

10/10/2024

Master ID: 2022-PROJMSTR-0000259 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000110 **Review Phase:**
Location: **Review End Date:** 09/02/2024

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

Status Date: 08/27/2024
Status: Denied
Comments: survey comments are in the redlines folder
see redlines on description and exhibit
provide the description in a word document
provide a current title commitment

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

Reviewers Name: Zhixu Yuan
Reviewers Email: Zhixu.Yuan@denvergov.org

Status Date: 09/01/2024
Status: Approved
Comments:

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

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

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

Status Date: 09/03/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000110 - Tier III 2020 W Barberry Existing Steps and Doors
Reviewing Agency/Company: CenturyLink/Lumen
Reviewers Name: Varina Hoopes
Reviewers Phone: 4075926104
Reviewers Email: Varina.Hoopes@lumen.com
Approval Status: Approved

Comments:
NO RESERVATIONS:
After review, Lumen has no reservations with this Encroachment Request. Lumen recommends having all utilities in the area located to ensure safety and protection of all facilities.
If you require signatures or have any further questions, please contact the engineer at Justin.R. Wallace@lumen.com to schedule.

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

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

Status Date: 09/03/2024
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000110 - Tier III 2020 W Barberry Existing Steps and Doors
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy

Comment Report

Tier III 2020 W Barberry Pl

10/10/2024

Master ID: 2022-PROJMSTR-0000259 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000110 **Review Phase:**
Location: **Review End Date:** 09/02/2024

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

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

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

Reviewing Agency: RTD Referral Review Status: Approved

Status Date: 09/03/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000110 - Tier III 2020 W Barberry Existing Steps and Doors
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
Utilities No exceptions
Light Rail No exceptions
Real Property No exceptions
Service Development No exceptions
TOD 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: 09/03/2024
Status: Approved - No Response
Comments:

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

Status Date: 09/03/2024

Comment Report

Tier III 2020 W Barberrry Pl

10/10/2024

Master ID: 2022-PROJMSTR-0000259 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000110 **Review Phase:**
Location: **Review End Date:** 09/02/2024

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

Status: Approved - No Response
Comments:

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

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

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

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

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

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Building Department Review Review Status: Approved

Reviewers Name: Keith Peetz
Reviewers Email: Keith.Peetz@denvergov.org

Status Date: 08/19/2024
Status: Approved
Comments:

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

Reviewers Name: Kathryn Spritzer
Reviewers Email: Kathryn.spritzer@denvergov.org

Status Date: 08/14/2024
Status: Approved
Comments:

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

Reviewers Name: Adam Grier
Reviewers Email: Adam.Grier@denvergov.org

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Denver Water Referral Review Status: Approved

Status Date: 09/03/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000110 - Tier III 2020 W Barberrry Existing Steps and Doors
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso

Comment Report

Tier III 2020 W Barberry Pl

10/10/2024

Master ID: 2022-PROJMSTR-0000259 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000110 **Review Phase:**
Location: **Review End Date:** 09/02/2024

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

Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Parks and Recreation Review Review Status: Approved

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

Status Date: 08/28/2024
Status: Approved
Comments:

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

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

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

Status Date: 09/03/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000110 - Tier III 2020 W Barberry Existing Steps and Doors
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 requirements.

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Construction Engineering Review Review Status: Approved

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

Status Date: 08/22/2024

Comment Report

Tier III 2020 W Barberry Pl

10/10/2024

Master ID: 2022-PROJMSTR-0000259 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000110 **Review Phase:**
Location: **Review End Date:** 09/02/2024

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

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

Reviewing Agency: TES Sign and Stripe Review **Review Status:** Approved - No Response

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

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

Reviewing Agency: City Forester Review **Review Status:** Approved - No Response

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

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/12/2024
Status: Approved - No Response
Comments:

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

Status Date: 09/03/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000110 - Tier III 2020 W Barberry Existing Steps and Doors
Reviewing Agency/Company: CDOT
Reviewers Name: Eric B Vossenkemper
Reviewers Phone: 3037579921
Reviewers Email: eric.vossenkemper@state.co.us
Approval Status: Approved

Comments:
Does not affect CDOT on-system ROW. Proposed effort is approved as the location does not affect CDOT ROW.

Status Date: 09/03/2024
Status: Approved - No Response
Comments:

Comment Report

Tier III 2020 W Barberry Pl

10/10/2024

Master ID: 2022-PROJMSTR-0000259 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000110 **Review Phase:**
Location: **Review End Date:** 09/02/2024

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

Reviewing Agency: Environmental Health Referral Review Status: Approved - No Response

Status Date: 09/03/2024
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: 09/03/2024
Status: Approved - No Response
Comments: