

APPLICATION

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

An Encroachment Permit is required prior to placing privately-owned improvements (“Encroachment” or “Encumbrance”) in the public Right-of-Way (ROW). Only Encroachment Permit Applications in accordance with [Rules and Regulations](#) and [Permit Entrance Requirements](#) for Encroachments in the Public Right-of-Way will be considered by the Department of Transportation & Infrastructure (DOTI). **It is the City’s sole discretion whether to grant an Encroachment Permit based on any facts the City feels are relevant. Approval is not guaranteed.**

To apply, complete this application and submit together with required application materials in accordance with the [Permit Entrance Requirements](#) to DOTI.ER@denvergov.org. Please type or print clearly. If necessary, attach additional sheets to fully answer any of the following sections. Incomplete applications packages will not be accepted. Questions on this application or the process can be sent to DOTI.ER@denvergov.org.

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

ADJACENT PROPERTY OWNER:

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

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

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

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

ENCROACHMENT INFORMATION:

Project Name: _____
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.

- ☐ 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
- ☐ 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:	_____
PRINT NAME:	_____	PHONE:	_____
EMAIL:	_____	COMPANY:	_____

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

CONNECT WITH US | 311 | DENVERGOV.ORG | DENVER 8 TV

Form Date 12/8/23

SITE PLAN LEGEND	
---	- PROPERTY LINE
=====	- EXISTING BUILDING FOOTPRINT
----	- PROPOSED BUILDING FOOTPRINT
----	- PRIMARY SETBACKS
----	- ACCESSORY SETBACKS
----	- EASEMENT
----	- BULK PLANE
- X - X -	- EXISTING FENCE LINE
- F - F -	- PROPOSED FENCE LINE
○	- SET DISC & NAIL - L\$#XXXXXX (UNO)
⊙	- FOUND MONUMENT AS NOTED
FFE	- FINISHED FLOOR ELEVATION
HRE	- HIGH RIDGE ELEVATION
⊕	- SPOT ELEVATION
+	- FOUND CHISELED CROSS
(R)	- RECORD INFORMATION
(M)	- MEASURED
(C)	- CULCULATED
(E)	- ELECTRICAL METER
(G)	- GAS METER
(W)	- WATER METER
(WV)	- WATER VALVE
(T)	- TELECOM CABINET
TR	- GROUND MOUNTED TRANSFORMER
AC	- AC UNIT
(D)	- DOWN SPOUT
(M)	- PUBLIC SANITARY MANHOLE
⊙	- PUBLIC STORM DRAIN MANHOLE
- E - E - E -	- OVERHEAD ELECTRICAL LINE
- G - G - G -	- BURIED GAS LINE
- W - W - W -	- BURIED WATER LINE
- T - T - T -	- BURIED TELECOM LINE
- SS - SS - SS -	- SANITARY SEWER LINE
- > - > - > -	- FLOW LINE
⊙	- DECIDUOUS TREE

0' 5' 10' 20 40'

0' 1/2'' 1'' 2'' 4''

1" = 10'-0"

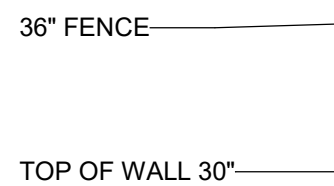


EXHIBIT A

2025-ENCROACHMENT-0000073-002

2380 SOUTH MONROE STREET, DENVER, CO 80210
SHEET 1 OF 2

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF BLOCK 2, UNIVERSITY GARDENS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN BETWEEN A FOUND AXLE IN A RANGE BOX IN THE INTERSECTION OF SOUTH MONROE STREET AND EAST WESLEY AVENUE AND A POINT 7.75 FEET TO THE EAST AND 20.25 FEET TO THE SOUTH OF A FOUND CHISELED CROSS IN THE INTERSECTION OF EAST ILIFF AVENUE AND SOUTH MONROE STREET TO BEAR N0°24'21"W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 2, UNIVERSITY GARDENS; THENCE N0°24'21"W ALONG SAID WEST LINE OF SAID NORTHWEST QUARTER, 102.50 FEET; THENCE N89°42'39"E, 24.16 FEET TO THE EAST EDGE OF A SIDEWALK AND THE POINT OF BEGINNING; THENCE N89°42'39"E, A DISTANCE OF 5.84 FEET TO THE NORTHWEST CORNER OF A PARCEL DESCRIBED AT RECEPTION NUMBER 2024104930, MONUMENT BEING 0.28 FEET WEST AND 0.65 FEET NORTH; THENCE S0°24'21"E ALONG THE WEST LINE OF SAID PARCEL, 75.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, MONUMENT BEING 0.18 FEET WEST AND 0.56 FEET NORTH; THENCE N89°42'39"E ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 84.76 FEET; THENCE S0°12'24"E 10.44 FEET TO THE NORTH EDGE OF A SIDEWALK; THENCE ALONG SAID NORTH EDGE, N89°44'49"W, A DISTANCE OF 81.09 FEET TO A NON-TANGENT CURVE; THENCE ALONG A CURVE TO THE RIGHT CONTINUING ALONG SAID EAST EDGE OF SIDEWALK WITH AN ARC LENGTH OF 13.38 FEET, A RADIUS OF 9.22 FEET, A CHORD BEARING OF N50°30'26"W, AND A CHORD LENGTH OF 12.24 FEET; THENCE CONTINUING ALONG THE EDGE OF SAID SIDEWALK, N0°28'35"W, 76.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.03 ACRES (1323.89 SF) MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, ADAM CRAIG SAMPSON, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION, RESPONSIBILITY, AND THE SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



ADAM CRAIG SAMPSON,
COLORADO P.L.S.# 38744

		JOB NUMBER
		25-7-611
DATE PREPARED: 8/5/25	3000 LAWRENCE ST. #111 DENVER, CO 80205 303.668.7540	DRAWN BY:
DATE PREPARED: 8/13/25		C. MATHERN

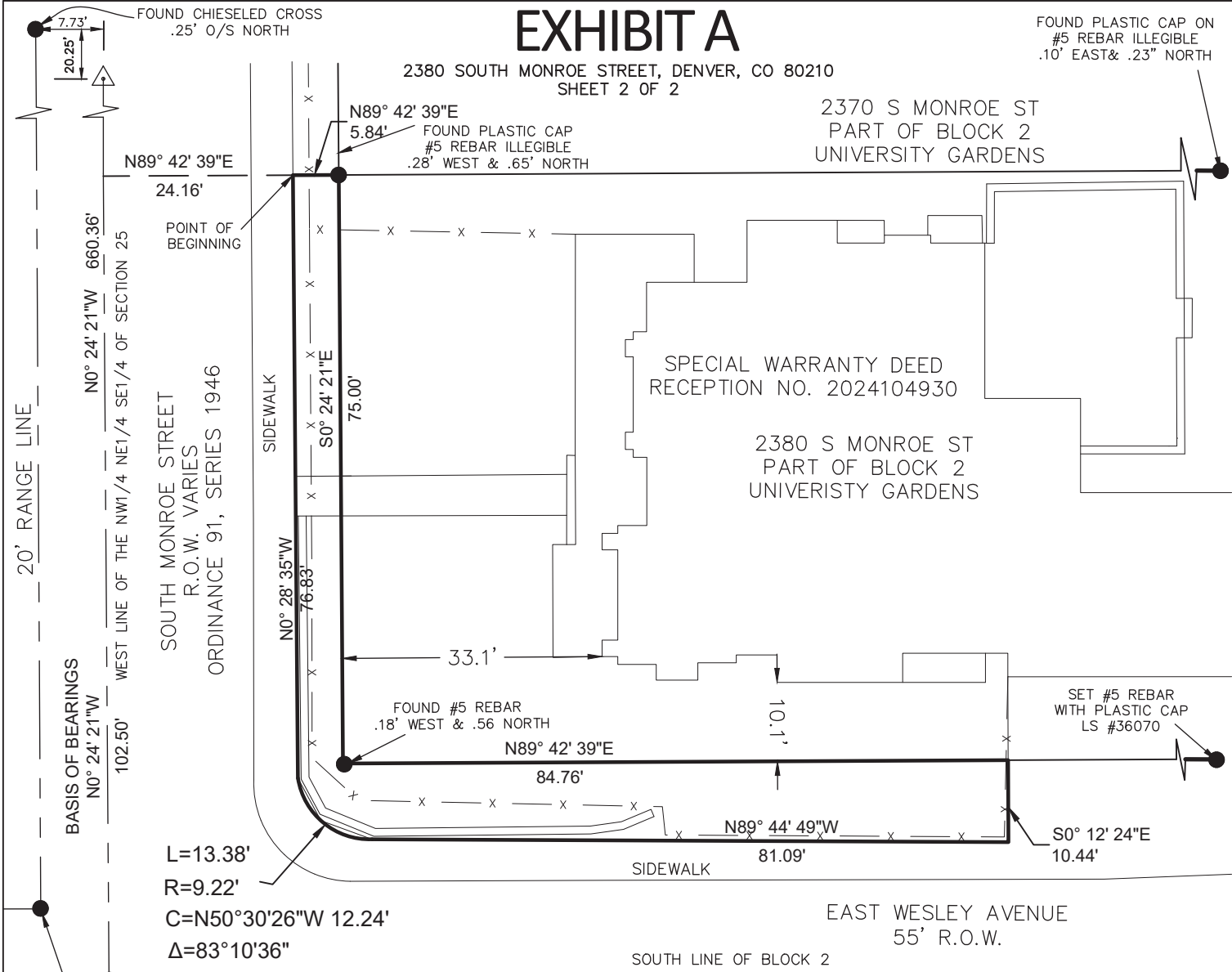


EXHIBIT A

2380 SOUTH MONROE STREET, DENVER, CO 80210
SHEET 2 OF 2

2370 S MONROE ST
PART OF BLOCK 2
UNIVERSITY GARDENS

SPECIAL WARRANTY DEED
RECEPTION NO. 2024104930

2380 S MONROE ST
PART OF BLOCK 2
UNIVERSITY GARDENS

SURVEYOR'S CERTIFICATE

I, ADAM CRAIG SAMPSON, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION, RESPONSIBILITY, AND THE SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



ADAM CRAIG SAMPSON,
COLORADO P.L.S.# 38744

DESCRIBED PORTION= 0.03 ACRES
(1323.89 SQ FT) MORE OR LESS

LEGEND

- = CALCULATED POINT
- = FOUND MONUMENT AS NOTED
- = LOT LINE
- = ENCROACHMENT LINE
- = PROPERTY LINE
- = FENCE LINE

Colorado ilc LAND SURVEYING		JOB NUMBER
DATE PREPARED: 8/5/25		25-7-611
REVISION: 8/13/25	3000 LAWRENCE ST. #111 DENVER, CO 80205 303.668.7540	DRAWN BY: C. MATHERN



Customer Distribution



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

Order Number: **K70852525.1**

Date: **08/20/2025**

Property Address: **2380 SOUTH MONROE STREET, DENVER, CO 80210**

For Closing Assistance

Bethany Fadel
3033 EAST FIRST AVENUE,
SUITE 600
DENVER, CO 80206
(303) 331-6252 (Work)
(303) 393-4708 (Work Fax)
bfadel@ltgc.com
Contact License: CO472132
Company License: CO44565

Closers Assistant

Dakota Dixon
3033 EAST FIRST AVENUE,
SUITE 600
DENVER, CO 80206
(303) 331-6253 (Work)
(303) 393-4881 (Work Fax)
dadixon@ltgc.com
Company License: CO44565

Closing Processor

Tyler Hause
3033 EAST FIRST AVENUE,
SUITE 600
DENVER, CO 80206
(303) 331-6250 (Work)
(303) 393-3881 (Work Fax)
thause@ltgc.com
Company License: CO44565

For Title Assistance

Land Title Residential Title Team
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4141 (Work)
(303) 393-4823 (Work Fax)
response@ltgc.com
Company License: CO44565

Seller/Owner

ANDREW PROUSE
Delivered via: Electronic Mail

Seller/Owner

EMILY PROUSE
Delivered via: Electronic Mail

Denver county recorded 11/30/1885 at book 3 page 31

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: K70852525.1

Property Address:

2380 SOUTH MONROE STREET, DENVER, CO 80210

1. Commitment Date:

08/14/2025 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 07-30-21 Resale Fee
Proposed Insured:
TO BE DETERMINED

\$0.00

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

FEE SIMPLE

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

ANDREW PROUSE AND EMILY PROUSE

5. The Land is described as follows:

THE SOUTH 102.5 FEET OF EAST 125.0 FEET OF THE WEST 155.0 FEET OF BLOCK 2, UNIVERSITY GARDENS,

EXCEPT RIGHT-OF WAY DESCRIBED INSTRUMENT RECORDED FEBRUARY 7, 1947 IN BOOK 6169 AT PAGE [55](#) OF RECORDS OF THE CITY AND COUNTY OF DENVER, COLORADO,

AND EXCEPT THAT PART CONVEYED TO THE CITY AND COUNTY OF DENVER BY DEED RECORDED JULY 23, 1951 IN BOOK 6959 AT PAGE [161](#),

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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA COMMITMENT**Old Republic National Title Insurance Company****Schedule B, Part I****(Requirements)****Order Number:** K70852525.1**All of the following Requirements must be met:**

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

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

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

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. RELEASE OF DEED OF TRUST DATED NOVEMBER 06, 2024 FROM ANDREW PROUSE AND EMILY PROUSE TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF ENT CREDIT UNION TO SECURE THE SUM OF \$2,345,000.00 RECORDED NOVEMBER 13, 2024, UNDER RECEPTION NO. [2024104931](#).
2. WARRANTY DEED FROM ANDREW PROUSE AND EMILY PROUSE TO TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED:

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2024 AND SUBSEQUENT YEARS.

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

Order Number: K70852525.1

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RESERVING TO THE UNITED STATES GOVERNMENT ALL MINERALS NOT INCLUDING COAL AND IRON AS RECORDED JUNE 25, 1883 IN BOOK 194 AT PAGE [385](#).



ALTA Commitment For Title Insurance

issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

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

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



Craig B. Rants, Senior Vice President



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

By  President

Attest  Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Land Title Guarantee Company

Disclosure Statements

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

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

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

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

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

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

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

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



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

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

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

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

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

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Tier III 2380 S Monroe St Fence and Retaining Wall

08/21/2025

Master ID: 2025-PROJMSTR-0000251 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000073 **Review Phase:**
Location: 2380 S Monroe St **Review End Date:** 07/14/2025

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

Status Date: 06/24/2025
Status: Approved
Comments: PLEASE UPLOAD YOUR LATEST ARCHITECTURAL SITE PLAN FOR 2025-LOG-0003696.
SHOWING THE RELOCATED FENCE AND SIGHT TRIANGLE AT THE STREET INTERSECTION.

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved

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

Status Date: 07/15/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000073 - Tier III 2380 S Monroe St Fence and Retaining Wall
Reviewing Agency/Company: Project Coordination
Reviewers Name: Tiffany Holcomb
Reviewers Phone: 720-865-3018
Reviewers Email: Tiffany.Holcomb@denvergov.org
Approval Status: Approved

Comments:

Reviewing Agency: Survey Review

Review Status: Approved

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

Status Date: 08/21/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000073 - Tier III 2380 S Monroe St Fence and Retaining Wall
Reviewing Agency/Company: DOTI-ROWS Survey
Reviewers Name: Brian Pfohl
Reviewers Phone: 630.202.6564
Reviewers Email: brian.pfohl@denvergov.org
Approval Status: Approved

Comments:

Status Date: 06/27/2025
Status: Denied
Comments: Comments and redlines in project folder

Comment Report

Tier III 2380 S Monroe St Fence and Retaining Wall

08/21/2025

Master ID: 2025-PROJMSTR-0000251 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000073 **Review Phase:**
Location: 2380 S Monroe St **Review End Date:** 07/14/2025

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

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

Reviewers Name: Kenneth Armfield
Reviewers Email: ken.armfield@denvergov.org

Status Date: 07/14/2025
Status: Approved w/Conditions
Comments: Denver Wastewater will not accept new construction of a retaining wall within the ROW. Since it appears that this wall was constructed by a previous owner, Denver Wastewater will not require that the wall be removed. HOWEVER, Applicant is advised that if Denver Wastewater needs to remove and/or destroy any or all of the existing retaining wall and fence, it will NOT be replaced at the City's expense AND any removed sections of wall would NOT be allowed to be re-built.

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

Status Date: 07/15/2025
Status: Approved - No Response
Comments:

Reviewing Agency: ERA Transportation Review Review Status: Approved

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

Status Date: 07/14/2025
Status: Approved
Comments:

Reviewing Agency: ERA Wastewater Review Review Status: Approved

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

Status Date: 07/14/2025
Status: Approved
Comments:

Reviewing Agency: CenturyLink Referral Review Status: Approved w/Conditions

Status Date: 08/04/2025
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000073 - Tier III 2380 S Monroe St Fence and Retaining Wall
Reviewing Agency/Company: Lume
Reviewers Name: Stephanie Canary
Reviewers Phone: 3524258763
Reviewers Email: stephanie.canary@lumen.com
Approval Status: Approved with conditions

Comments:
Lumen Engineering advises that there are existing aerial Lumen facilities that would need to be relocated if there were

Comment Report

Tier III 2380 S Monroe St Fence and Retaining Wall

08/21/2025

Master ID: 2025-PROJMSTR-0000251 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000073 **Review Phase:**
Location: 2380 S Monroe St **Review End Date:** 07/14/2025

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

a conflict.

Attachment: Letter of No Objection with Reservation to Project P866598.pdf

Attachment: Letter of No Objection with Reservation to Project P866598.pdf-25-07-30-22-06.pdf

Status Date: 06/25/2025
Status: Approved - No Response
Comments: The email below was received with contact information from Lumen.

Good afternoon,
We have received your request for an encroachment and have set up a Lumen project accordingly. Your project number is P866598, and it should be referenced in all emails sent in for review.
Please do not reply to this email. Your project owner is Stephanie Canary, and they can be reached by email at Stephanie.Canary@lumen.com with any questions that you may have regarding this project.
Requests are addressed in the order received; Lumen will endeavor to respond within 30 days.
Have a great day!

Best Regards,

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

REDLINES uploaded to E-review webpage

Reviewing Agency: Xcel Referral

Review Status: Approved

Status Date: 07/15/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000073 - Tier III 2380 S Monroe St Fence and Retaining Wall
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:
There is no apparent conflict given the fence is existing.

Reviewing Agency: RTD Referral

Review Status: Approved

Status Date: 07/15/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000073 - Tier III 2380 S Monroe St Fence and Retaining Wall
Reviewing Agency/Company: RTD
Reviewers Name: clayton woodruff
Reviewers Phone: 3032992943
Reviewers Email: clayton.woodruff@rtd-denver.com

2025-ENCROACHMENT-0000073

Comment Report

Tier III 2380 S Monroe St Fence and Retaining Wall

08/21/2025

Master ID: 2025-PROJMSTR-0000251 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000073 **Review Phase:**
Location: 2380 S Monroe St **Review End Date:** 07/14/2025

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

Approval Status: Approved

Comments:

Project Name: 2025-ENCROACHMENT-0000073 - Tier III - 2380 S Monroe St Fence and Retaining Wall

Department Comments

Bus Operations No exceptions

Bus Stop Program No exceptions

Commuter Rail No exceptions

Construction Management No exceptions

Engineering No exceptions

Light Rail No exceptions

Real Property No exceptions

Service Development No exceptions

Transit Oriented Development No exceptions

Utilities No exceptions

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

Reviewing Agency: Comcast Referral

Review Status: Approved - No Response

Status Date: 07/15/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Metro Wastewater Referral

Review Status: Approved

Status Date: 07/15/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000073 - Tier III 2380 S Monroe St Fence and Retaining Wall
Reviewing Agency/Company: Metro Water Recovery
Reviewers Name: Kevin Boch
Reviewers Phone: 720-520-1516
Reviewers Email: kboch@MetroWaterRecovery.com
Approval Status: Approved

Comments:

na

Reviewing Agency: Street Maintenance Referral

Review Status: Approved - No Response

Status Date: 07/15/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Office of Emergency Management Referral

Review Status: Approved - No Response

Status Date: 07/15/2025

2025-ENCROACHMENT-0000073

Comment Report

Tier III 2380 S Monroe St Fence and Retaining Wall

08/21/2025

Master ID: 2025-PROJMSTR-0000251

Project Type:

Review ID: 2025-ENCROACHMENT-0000073

Review Phase:

Location: 2380 S Monroe St

Review End Date: 07/14/2025

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

Status: Approved - No Response

Comments:

Reviewing Agency: Building Department Review

Review Status: Approved

Reviewers Name: Daniel Krausz

Reviewers Email: daniel.krausz@denvergov.org

Status Date: 07/07/2025

Status: Approved

Comments:

Reviewing Agency: Division of Real Estate Referral

Review Status: Approved

Reviewers Name: Shannon Cruz

Reviewers Email: Shannon.cruz@denvergov.org

Status Date: 06/25/2025

Status: Approved

Comments:

Reviewing Agency: Denver Fire Department Review

Review Status: Approved

Reviewers Name: Adam Grier

Reviewers Email: Adam.Grier@denvergov.org

Status Date: 07/11/2025

Status: Approved

Comments:

Reviewing Agency: Denver Water Referral

Review Status: Approved

Status Date: 07/15/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000073 - Tier III 2380 S Monroe St Fence and Retaining Wall

Reviewing Agency/Company: Denver Water

Reviewers Name: Kela Naso

Reviewers Phone: 0000000000

Reviewers Email: kela.naso@denverwater.org

Approval Status: Approved

Comments:

Reviewing Agency: Parks and Recreation Review

Review Status: Approved

Reviewers Name: Jennifer Cervera

Reviewers Email: Jennifer.Cervera@denvergov.org

Status Date: 07/10/2025

Status: Approved

Comments:

Reviewing Agency: Policy and Planning Referral

Review Status: Approved - No Response

Comment Report

Tier III 2380 S Monroe St Fence and Retaining Wall

08/21/2025

Master ID: 2025-PROJMSTR-0000251 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000073 **Review Phase:**
Location: 2380 S Monroe St **Review End Date:** 07/14/2025

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

Status Date: 07/15/2025
Status: Approved - No Response
Comments:

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

Status Date: 07/15/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000073 - Tier III 2380 S Monroe St Fence and Retaining Wall
Reviewing Agency/Company: CPD - Accessibility Review
Reviewers Name: Spencer Pocock
Reviewers Phone: 720-913-8411
Reviewers Email: Spencer.Pocock@denvergov.org
Approval Status: Approved

Comments:

Reviewing Agency: Construction Engineering Review **Review Status:** Approved

Reviewers Name: Michael Holm
Reviewers Email: Michael.Holm@denvergov.org

Status Date: 07/01/2025
Status: Approved
Comments:

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

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

Status Date: 07/15/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000073 - Tier III 2380 S Monroe St Fence and Retaining Wall
Reviewing Agency/Company: DOTI - Transportation and Mobility Engineering
Reviewers Name: Emma De Vos Tidd
Reviewers Phone: 3033324247
Reviewers Email: emma.devostidd@denvergov.org
Approval Status: Approved

Comments:

Reviewing Agency: City Forester Review **Review Status:** Approved

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

Status Date: 07/07/2025
Status: Approved
Comments: 2025-ENCROACHMENT-0000073

Comment Report

Tier III 2380 S Monroe St Fence and Retaining Wall

08/21/2025

Master ID: 2025-PROJMSTR-0000251 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000073 **Review Phase:**
Location: 2380 S Monroe St **Review End Date:** 07/14/2025

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

OCF Comments 7-7-25

1. Encroachment is approved as no existing ROW trees are affected.

Reviewing Agency: Landmark Review

Review Status: Approved - No Response

Status Date: 06/20/2025
Status: Approved - No Response
Comments:

Reviewing Agency: CDOT Referral

Review Status: Approved

Status Date: 07/15/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000073 - Tier III 2380 S Monroe St Fence and Retaining Wall
Reviewing Agency/Company: CDOT
Reviewers Name: Michelle White
Reviewers Phone: 303-512-4218
Reviewers Email: michelle.m.white@state.co.us
Approval Status: Approved

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

Reviewing Agency: Environmental Health Referral

Review Status: Approved - No Response

Status Date: 07/15/2025
Status: Approved - No Response
Comments: Review is not Required

Reviewing Agency: ERA Review

Review Status: Approved - No Response

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

Status Date: 07/15/2025
Status: Approved - No Response
Comments: