

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: _____

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:

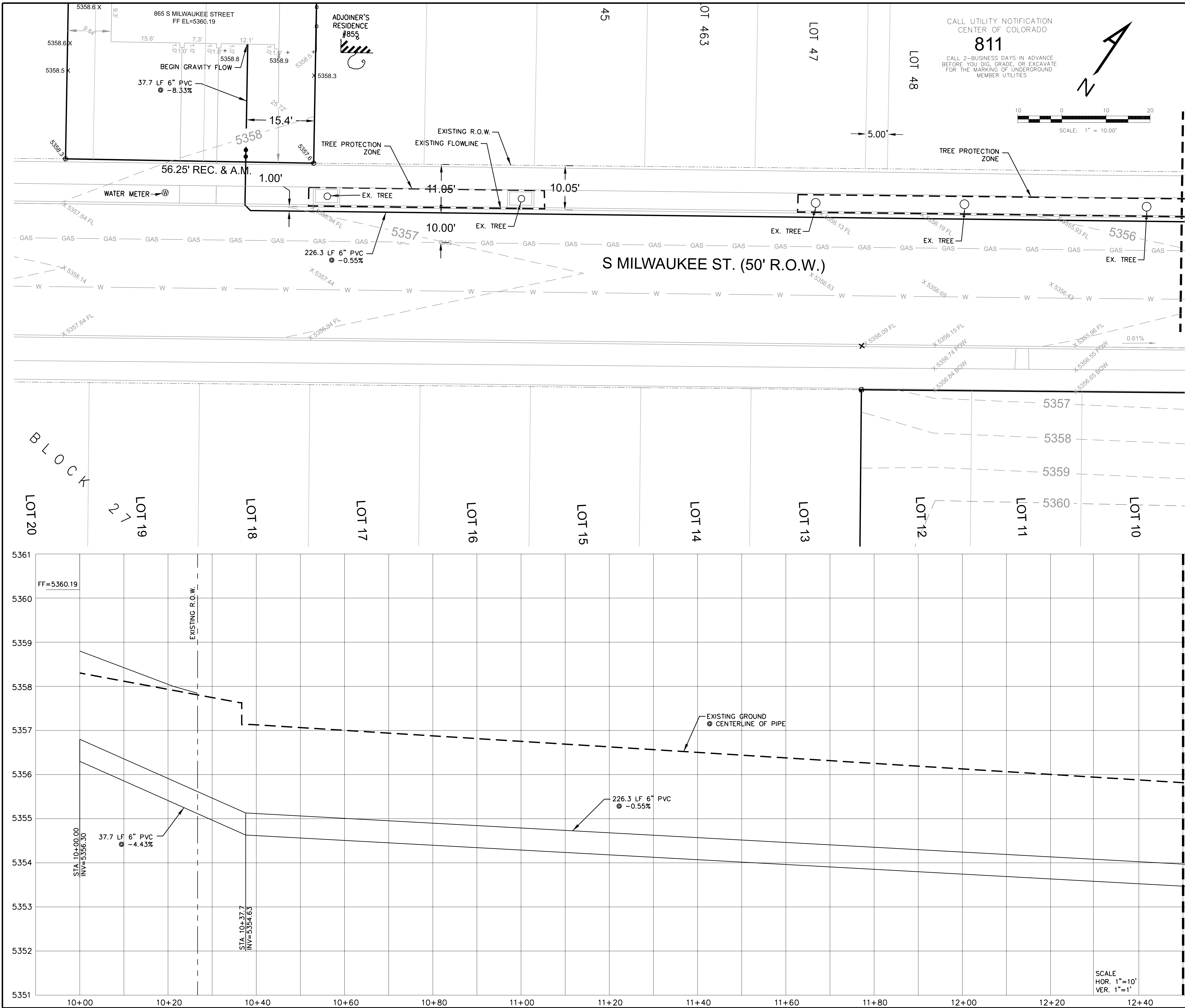
I hereby attest that _____ is incorporated into the Encroachment Application and plan submittal:

SIGNATURE: _____ DATE: _____
PRINT NAME: _____ EMAIL: _____
COMPANY: _____ PHONE: _____

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 1/2/2024



- STANDARD OCF TREE PROTECTION NOTES:
- EXISTING TREES TO BE PRESERVED IN PUBLIC RIGHT OF WAY (ROW) OR PUBLIC PLACE SHALL BE PROTECTED PER OCF STANDARDS AND PRACTICES. TREE PROTECTION SHALL BE:
 - INSTALLED PRIOR TO COMMENCEMENT OF DEMOLITION AND/OR CONSTRUCTION ACTIVITIES
 - INSPECTED AND APPROVED BY OCF STAFF
 - REMAIN IN PLACE AND AS APPROVED UNTIL CERTIFICATE OF OCCUPANCY OR SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE IS ISSUED
 - TREE PROTECTION REQUIREMENTS:
 - TREE PROTECTION ZONE (TPZ) SHALL BE INSTALLED AT THE DRIPLINE, FURTHEST EXTENT OF TREE CANOPY OR IS EQUAL TO EIGHTEEN INCHES RADIIALLY FROM THE TREE FOR EVERY ONE INCH OF TRUNK DIAMETER AT BREAST HEIGHT (DBH = 4.8" ABOVE SOIL LINE), WHICHEVER IS GREATER
 - INSTALL SIX FOOT (6') CHAIN LINK FENCING PRIOR TO COMMENCEMENT OF PROJECT CONSTRUCTION ACTIVITIES
 - OCF STAFF SHALL INSPECT AND APPROVE BOUNDARIES OF TREE PROTECTION ZONE(S) PRIOR TO COMMENCEMENT OF DEMOLITION OR CONSTRUCTION ACTIVITIES
 - ONCE TPZ IS IN PLACE, THE FOLLOWING ARE NOT PERMITTED WITHIN TPZ WITHOUT PRIOR WRITTEN APPROVAL FROM OCF:
 - ENTRANCE AND/OR ACCESS
 - MOVING, RESIDING, REMOVING, OR ALTERING IN ANY MANNER
 - STORAGE OF MATERIALS/DEBRIS/EQUIPMENT
 - CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO: ROTOTILLING, TRENCHING, GRADING, INSTALLATION OF UNDERGROUND UTILITIES AND/OR SITE IMPROVEMENTS, LANDSCAPING, IRRIGATION WORK
 - TREE PROTECTION ZONE SIGNS SHALL REMAIN IN PLACE AS POSTED BY OCF AND SHALL BE MAINTAINED IN THE CONDITION IN WHICH THEY WERE INSTALLED
 - TREE PRUNING FOR CLEARANCE ISSUES MUST HAVE PRIOR AUTHORIZATION BY OCF STAFF
 - EXISTING ROW OR PUBLIC PLACE TREES APPROVED FOR REMOVAL BY OCF MUST BE PROTECTED IN PLACE UNTIL REMOVED BY AN OCF-LICENSED TREE CONTRACTOR:
 - AN OCF TREE REMOVAL PERMIT IS REQUIRED
 - TREE REMOVAL PERMITS ARE NOT INCLUDED WITH BUILDING PERMITS AND/OR PLAN APPROVAL AND MUST BE OBTAINED SEPARATELY FROM THE OCF
 - FAILURE TO PROTECT TREES UNTIL REMOVAL OR REMOVING WITHOUT A OCF-ISSUED PERMIT WILL RESULT IN NOTICE OF VIOLATION AND/OR MAY INCLUDE CITATIONS/FINES
 - CLEAR VISIBILITY INTO TPZ MUST BE MAINTAINED. ALL CONSTRUCTION BARRIERS, SCREENS, BARRIERS, AND/OR SIGNS (EXCEPT OCF-POSTED TPZ SIGNS) MUST BE SEMI-TRANSPARENT AND NOT IMPEDE INSPECTION OF TPZ BY OCF STAFF
 - FOR PROJECTS WITH A DURATION OF 5 DAYS OR LONGER:
 - PROTECTED TREES SHALL BE DEEP-ROOT WATERED AT A MINIMUM INTERVAL OF ONCE EVERY TWO WEEKS WHEN TEMPERATURES ARE AT OR ABOVE 40-DEGREES F
 - TREES SHALL BE WATERED AT THE RATE OF 25 GALLONS PER INCH DBH
 - INSECT AND DISEASE TREATMENTS SHALL BE APPLIED WHEN NECESSARY OR AS ORDERED BY OCF
 - OCF MAY ASK FOR PROOF OF WATERING AND/OR TREATMENT.

MATCHLINE SEE SHEET C1.1

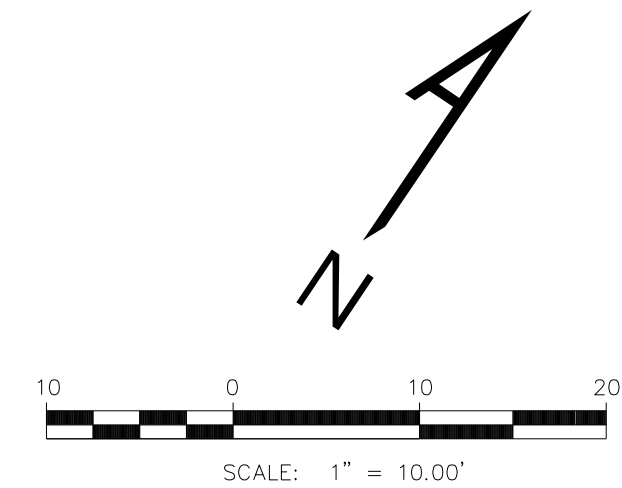
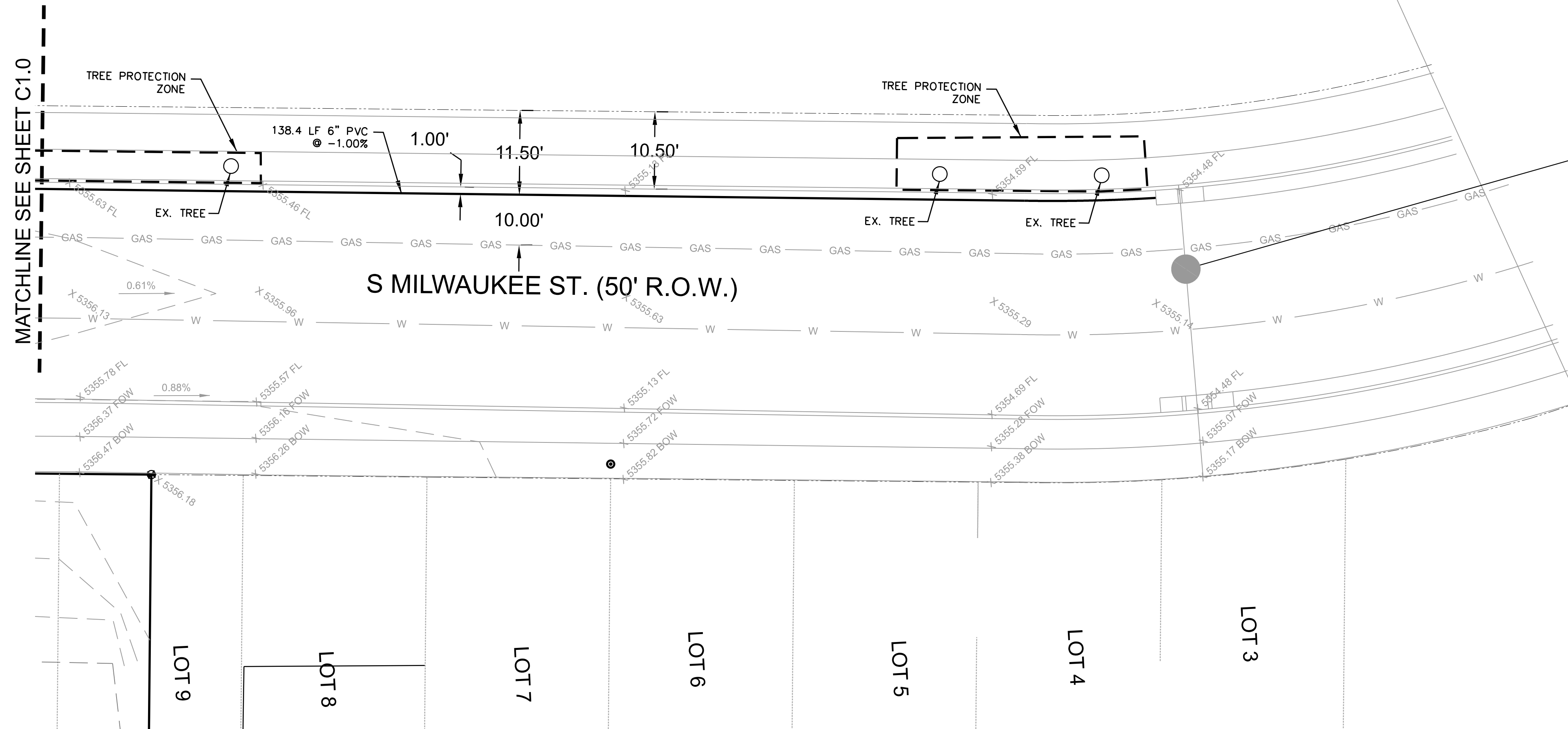
MATCHLINE SEE SHEET C1.1

865 S Milwaukee Street
Denver, Colorado 80209

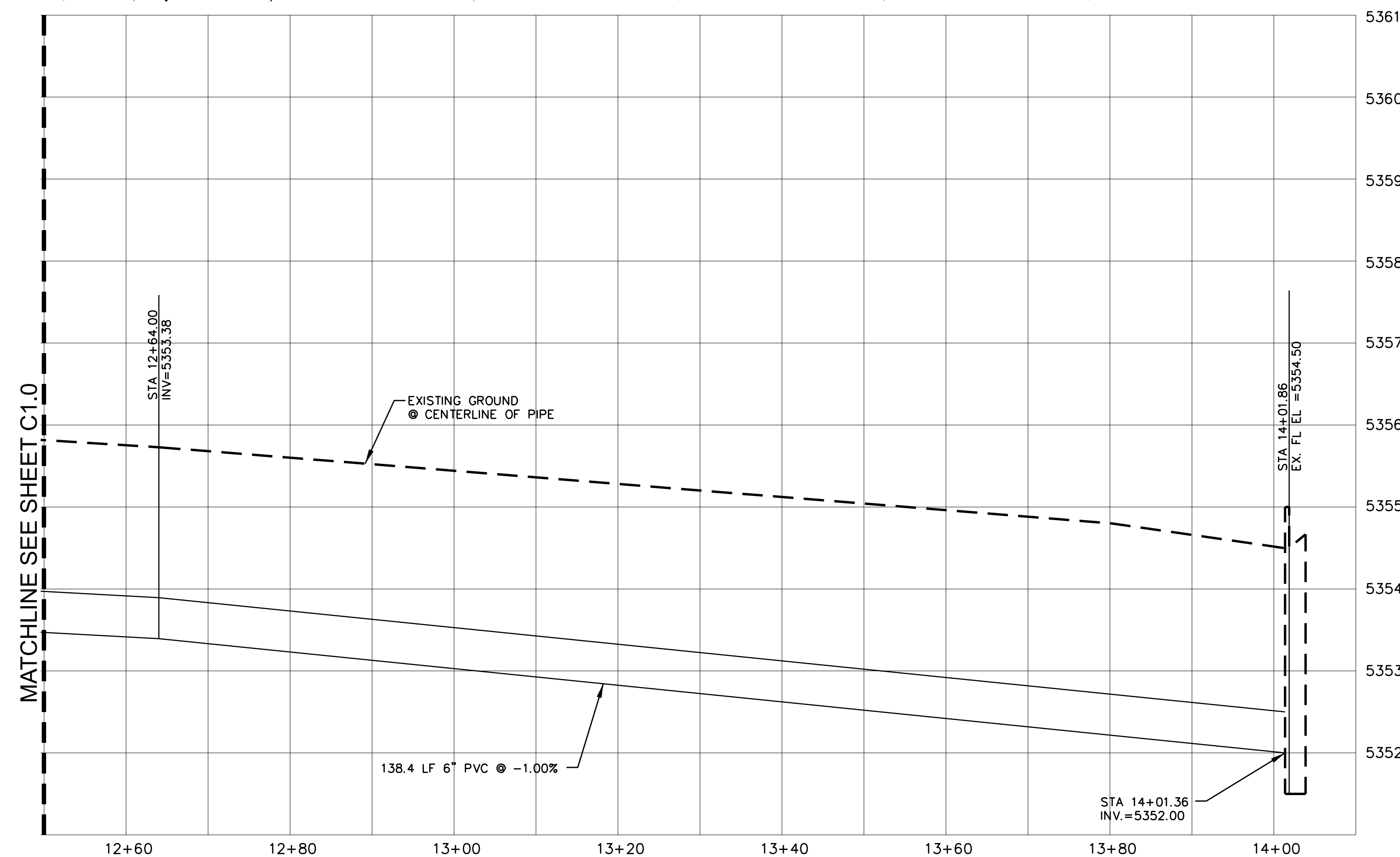


ARROW CIVIL ENGINEERS
883 McMURDO CIRCLE
CASTLE ROCK, CO. 80108
(303) 329-9004

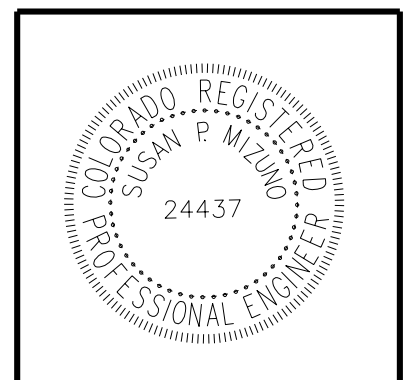
REV.	DATE	DESCRIPTION
DESIGNED: SPM	DRAWN: JAM	CHECKED: SPM
DE-WATERING PLAN & PROFILE		
C1.0		JOB NO.: 25-33210 DATE: 11-05-25



CALL UTILITY NOTIFICATION
CENTER OF COLORADO
811
CALL 2-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES



865 S Milwaukee Street
Denver, Colorado 80209



ARROW
CIVIL
ENGINEERS
883 McMURDO CIRCLE
CASTLE ROCK, CO. 80108
(303) 329-9004

REV.	DATE	DESCRIPTION
DESIGNED: SPM	DRAWN: JAM	CHECKED: SPM

DE-WATERING
PLAN & PROFILE

C1.1

JOB NO.: 25-33210
DATE: 11-05-25

EXHIBIT "A"
LEGAL DESCRIPTION
SHEET 1 OF 2

A PARCEL OF LAND LOCATED ALONG THE NORTHWESTERLY SIDE OF SOUTH MILWAUKEE STREET BEING ADJACENT TO LOTS 42 THROUGH 56, BLOCK 28, BONNIE BRAE, BLOCKS 3, 8, 9, 14, 15, 16, 17, 18, 19, 28, 29, 30, 31 AND A, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

A 3.00 FOOT STRIP OF LAND LYING 1.50 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 42, OF SAID BLOCK 28; THENCE S57°00'00"W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 42, A DISTANCE OF 15.40 FEET TO THE POINT OF BEGINNING;

THENCE S33°00'00"E, A DISTANCE OF 9.00 FEET;
THENCE S81°11'23"E, A DISTANCE OF 3.00 FEET;
THENCE N57°00'00"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE, A DISTANCE OF 346.78 FEET;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 23.08 FEET, WITH A RADIUS OF 201.00 FEET, WITH A DELTA ANGLE OF 6°34'48", WITH A CHORD BEARING OF N53°42'36"E AND WITH A CHORD LENGTH OF 23.07 FEET TO THE POINT OF TERMINUS.

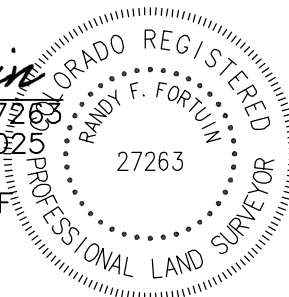
THE SIDELINES OF SAID 3.00 FOOT STRIP TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TERMINATE AT SAID NORTHWESTERLY SIDE OF SOUTH MILWAUKEE STREET.

CONTAINING 1,146 SQUARE FEET (0.0263 ACRES), MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTHEASTERLY LINE OF LOTS 40 THROUGH 54 OF SAID BLOCK 28, BONNIE BRAE AS BEING N57°00'00"E MONUMENTED WITH FOUND 10 FOOT OFFSET CROSSES IN TOP OF CURB AT BOTH ENDS.

Randy Fortuin

RANDY FORTUIN, PLS 27263
DATE: DECEMBER 16, 2025
JOB NO.: 25-3054
FOR AND ON BEHALF OF
CBM SURVEYS, INC.



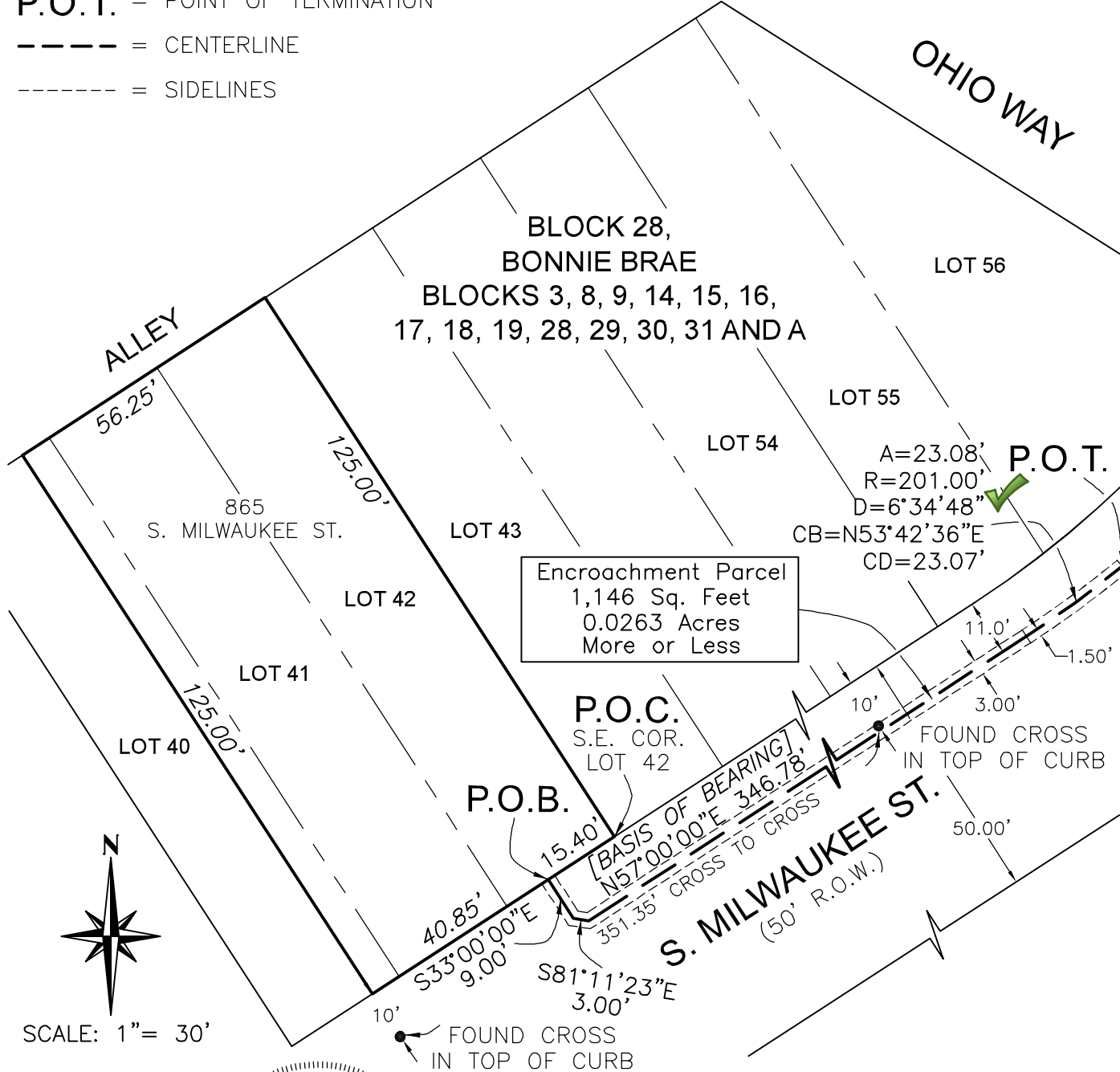
CBM SURVEYS, INC.
LAND SURVEYING SERVICES

1418 S. Addison Ct.
Aurora, CO 80018
720-373-8376
cbmsurveys@comcast.net

EXHIBIT "A"
ILLUSTRATION
SHEET 2 OF 2

- P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.O.T. = POINT OF TERMINATION
----- = CENTERLINE
----- = SIDELINES

THIS EXHIBIT DOES NOT
REPRESENT A MONUMENTED LAND
SURVEY. IT IS ONLY TO DEPICT
THE ATTACHED DESCRIPTION.



	<p>Colorado Registered Professional Surveyor Randy Fortuin 27263 DECEMBER 16, 2025 Randy Fortuin, PLS For and on Behalf of CBM Surveys, Inc.</p>	<p>APPROX. PROP. LOCATION LOCATED ADJACENT TO LOTS 40-55 & A, BLOCK 28, BONNIE BRAE SUBDIVISION CITY AND COUNTY OF DENVER, STATE OF COLORADO S.W. 1/4 13-T4S-R68W SEE SHEET 1 OF 2 FOR DETAILED DESC.</p>	<p>APPROXIMATE ADDRESS: 865 S. MILWAUKEE ST. DENVER, CO DATE: DEC. 16, 2025 DWG: 253054DED.DWG</p>
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PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Customer Distribution

Our Order Number: K70486358.2

Date: 09-18-2025

Property Address: 865 SOUTH MILWAUKEE STREET, DENVER, CO 80209

For Closing Assistance

Shannon Ryon
1660 17TH ST #310
DENVER, CO 80202
303-291-2214 (phone)
303-393-4878 (fax)
sryon@ltgc.com
Company License: CO44565

Closer's Assistant

JUANITA MILAN-BARON
1660 17TH ST #310
DENVER, CO 80202
303-291-2207 (phone)
303-393-4750 (fax)
jmilanbaron@ltgc.com

For Title Assistance

LAND TITLE RESIDENTIAL TITLE TEAM
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4141 (phone)
303-393-4842 (fax)
response@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

Seller/Owner

ZACHARY WAITE AND COURTNEY WAITE
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: K70486358.2

Date: 09-18-2025

Property Address: 865 SOUTH MILWAUKEE STREET, DENVER, CO 80209

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: ZACHARY WAITE AND COURTNEY WAITE

Visit Land Title's website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	To Be Determined
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
	Total To Be Determined
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number: K70486358.2

Customer Ref-Loan No.:

Property Address:

865 SOUTH MILWAUKEE STREET, DENVER, CO 80209

1. Effective Date:

09-15-2025 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

To Be Determined

Proposed Insured:

A BUYER TO BE DETERMINED

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

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

ZACHARY WAITE AND COURTNEY WAITE

5. The Land referred to in this Commitment is described as follows:

LOTS 41 AND 42, AND ALL OF LOT 40 EXCEPT THAT PORTION DESCRIBED AS THE SOUTHWESTERLY 18 FEET 9 INCHES OF LOT 40 ADJOINING THE NORTHEASTERLY LINE OF LOT 39 ALONG ITS ENTIRE LENGTH OF 125 FEET, ALL IN BLOCK 28, BONNIE BRAE, BLOCKS 3, 8, 9, 14, 15, 16, 17, 18, 19, 28, 29, 30, 31 AND A, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part I

(Requirements)

Order Number: K70486358.2

The following are the 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 MARCH 09, 2021 FROM ZACHARY WAITE AND COURTNEY WAITE TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF US BANK TO SECURE THE SUM OF \$690,500.00 RECORDED MARCH 18, 2021, UNDER RECEPTION NO. 2021050726.
2. RELEASE OF DEED OF TRUST DATED MARCH 09, 2021 FROM ZACHARY WAITE AND COURTNEY WAITE TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF US BANK TO SECURE THE SUM OF \$190,000.00 RECORDED MARCH 18, 2021, UNDER RECEPTION NO. 2021050727.
3. WARRANTY DEED FROM ZACHARY WAITE AND COURTNEY WAITE TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

**Land Title Insurance Corporation
Schedule B, Part II**

(Exceptions)

Order Number: K70486358.2

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

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.

EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT RECORDED MAY 09, 1925 IN BOOK 18 AT PAGE [47](#).



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
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 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 either obtain 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 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 access 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 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.



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-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

Note: Pursuant to 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 a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to 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.



Commitment For Title Insurance

Issued by LAND TITLE INSURANCE CORPORATION

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, Land Title Insurance Corporation, A Colorado 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 Policy Amount 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) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or not easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.

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



Authorized Officer or Agent



Land Title Insurance Corporation
P.O. Box 5645
Denver, Colorado 80217
(303) 331-6296



John E. Freyer, Jr.
President



Tina L. Rutherford
Secretary

AMERICAN
LAND TITLE
ASSOCIATION



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

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Tier III - 865 S Milwaukee - Private Dewatering System

01/05/2026

Master ID: 2025-SUDP-0002783 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000122 **Review Phase:**
Location: **Review End Date:** 10/23/2025

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: Mindy Christensen
Reviewers Email: Mindy.Christensen@denvergov.org

Status Date: 10/22/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee
Reviewing Agency/Company: DOTI DES Transportation
Reviewers Name: Mindy Christensen
Reviewers Phone: 720-865-3216
Reviewers Email: mindy.christensen@denvergov.org
Approval Status: Approved

Comments:

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved - No Response

Status Date: 10/24/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review

Review Status: Approved

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

Status Date: 12/17/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee
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: 10/09/2025
Status: Denied
Comments: Comments and redlines in project folder

Comment Report

Tier III - 865 S Milwaukee - Private Dewatering System

01/05/2026

Master ID: 2025-SUDP-0002783 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000122 **Review Phase:**
Location: **Review End Date:** 10/23/2025

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: Chris Brinker
Reviewers Email: Christopher.Brinker@denvergov.org

Status Date: 01/05/2026
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee
Reviewing Agency/Company: DOTI - DES Wastewater
Reviewers Name: Chris Brinker
Reviewers Phone: 7204450193
Reviewers Email: christopher.brinker@denvergov.org
Approval Status: Approved with conditions

Comments:
Will still need to submit final documents for final approval before anything can be built and inspected.

Status Date: 10/23/2025
Status: Denied
Comments: Discharge to storm sewer cannot exceed 0.1 cubic feet per second (44.9 gallons per minute). An engineering report must be provided to show that the discharge is no more than this.

Cleanouts cannot be in ROW

There must be a gravity break/transition from the pressure pipe done out of the ROW.

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

Status Date: 10/24/2025
Status: Approved - No Response
Comments:

Reviewing Agency: ERA Transportation Review Review Status: Approved

Reviewers Name: Kelsey Kijowski
Reviewers Email: Kelsey.Kijowski@denvergov.org

Status Date: 10/23/2025
Status: Approved
Comments:

Reviewing Agency: ERA Wastewater Review Review Status: Approved

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

Status Date: 12/19/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee
Reviewing Agency/Company: ER - Wastewater
Reviewers Name: Mike Sasarak

2025-ENCROACHMENT-0000122

Comment Report

Tier III - 865 S Milwaukee - Private Dewatering System

01/05/2026

Master ID: 2025-SUDP-0002783 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000122 **Review Phase:**
Location: **Review End Date:** 10/23/2025

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

Reviewers Phone: 303-532-9783
Reviewers Email: mike.sasarak@denvergov.org
Approval Status: Approved

Comments:
approved per revised plans received 12-17-2025

Status Date: 10/23/2025

Status: Denied

Comments: Pursuant to Section 13.11.1 of the Storm Drainage Design and Technical Manual, provide specifications for the pipe thickness, cover, bedding, and backfill material validating the pipe can withstand HS-20 loading.

Pursuant to Section 9.7 of the Storm Drainage Design and Technical Manual, cleanouts are to be located on private property. Please remove cleanouts from ROW.

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

Status Date: 10/24/2025

Status: Approved - No Response

Comments:

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

Status Date: 10/24/2025

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy
Reviewers Name: Donna George
Reviewers Phone: 3035713306
Reviewers Email: Donna.L.George@xcelenergy.com
Approval Status: Approved with conditions

Comments:
PSCo/Xcel Energy has existing natural gas service and distribution facilities within this area. CAUTION: structures are not allowed over buried facilities. Please contact Colorado 811 for locates before excavating. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Please be aware that all risk and responsibility for this request are unilaterally that of the Applicant/Requestor.

Reviewing Agency: RTD Referral Review Status: Approved

Status Date: 10/24/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee
Reviewing Agency/Company: RTD
Reviewers Name: clayton woodruff
Reviewers Phone: 3032992943
Reviewers Email: clayton.woodruff@rtd-denver.com
Approval Status: Approved

Comments:

Comment Report

Tier III - 865 S Milwaukee - Private Dewatering System

01/05/2026

Master ID: 2025-SUDP-0002783 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000122 **Review Phase:**
Location: **Review End Date:** 10/23/2025

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

Project Name: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee - 1st Submittal

Department Comments

Bus Operations No exceptions

Bus Stop Program No exceptions

Commuter Rail No exceptions

Construction Management No exceptions

Engineering No exceptions

Light Rail No exceptions

Real Property No exceptions

Service Development No exceptions

Transit Oriented Development No exceptions

Utilities No exceptions

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

Reviewing Agency: Comcast Referral

Review Status: Approved

Status Date: 10/24/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee
Reviewing Agency/Company: Comcast
Reviewers Name: Miguel Flores
Reviewers Phone: 7204130113
Reviewers Email: miguel_flores@comcast.com
Approval Status: Approved

Comments:

Reviewing Agency: Metro Wastewater Referral

Review Status: Approved

Status Date: 10/24/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee
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: 10/24/2025
Status: Approved - No Response
Comments:

2025-ENCROACHMENT-0000122

Comment Report

Tier III - 865 S Milwaukee - Private Dewatering System

01/05/2026

Master ID: 2025-SUDP-0002783 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000122 **Review Phase:**
Location: **Review End Date:** 10/23/2025

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

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

Status Date: 10/24/2025
Status: Approved - No Response
Comments:

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

Status Date: 10/24/2025
Status: Approved - No Response
Comments:

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

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

Status Date: 10/02/2025
Status: Approved
Comments:

Reviewing Agency: Denver Fire Department Review Review Status: Approved

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

Status Date: 10/16/2025
Status: Approved
Comments: No documents attached to this file, however, used the documents from ER to complete review

Reviewing Agency: Denver Water Referral Review Status: Approved

Status Date: 10/24/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee
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: 10/15/2025
Status: Approved

Comment Report

Tier III - 865 S Milwaukee - Private Dewatering System

01/05/2026

Master ID: 2025-SUDP-0002783 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000122 **Review Phase:**
Location: **Review End Date:** 10/23/2025

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

Comments:

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

Status Date: 10/24/2025
Status: Approved - No Response
Comments:

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

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

Status Date: 10/23/2025
Status: Approved
Comments: *Approved.

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

Reviewing Agency: Construction Engineering Review Review Status: Approved

Reviewers Name: Kim Blair
Reviewers Email: Kim.Blair@denvergov.org

Status Date: 10/22/2025
Status: Approved
Comments:

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

Status Date: 10/24/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee
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: 11/07/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee

2025-ENCROACHMENT-0000122

Comment Report

Tier III - 865 S Milwaukee - Private Dewatering System

01/05/2026

Master ID: 2025-SUDP-0002783 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000122 **Review Phase:**
Location: **Review End Date:** 10/23/2025

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

Reviewing Agency/Company: Office of the City Forester - ROW
Reviewers Name: Eric Huetig
Reviewers Phone: 7209130752
Reviewers Email: eric.huetig@denvergov.org
Approval Status: Approved

Comments:
Upon discussion with applicant, encroachment has been approved (see attached)

Attachment: Approved 11-6-25__865 S Milwaukee Dewatering plans 11-05-25 signed.pdf

Status Date: 10/22/2025 **REDLINES uploaded to E-review webpage**
Status: Denied
Comments: 2025-ENCROACHMENT-0000122 - 865 S Milwaukee

OCF Comments 10-22-25

1. Address OCF comments on attached redlined plans (uploaded via ERA site). If redlined plans were not received, email Eric.Huetig@denvergov.org to request a set of redlines. Include the following in the subject line: Project No 2025-ENCROACHMENT-0000122.

A. NOTE: This review only covers dewatering system within public right of way. Proposed routing through front setback, especially if existing trees are present, will be reviewed by AJ Petterson in OCF during LOG review (Andrew.Petterson@denvergov.org)

B. ATTN: There are multiple existing ROW trees within Milwaukee ROW/amenity zone. All existing ROW trees shall be protected in place with 6' chain link fence per OCF standards (rolls w/ stakes and/or panels are acceptable). Show locations of existing ROW trees and tree protection zone boundaries on proposed plans (TPZ boundaries run along back of curb/edge of walk and driplines along east/west sides of trees).

C. What is proposed method of installation of pipe?

- i. OCF's preferred method of install is directional bore (no excavation, no disturbance to curb/flowline).
- ii. If trench/open cut is proposed/required method of installation, required shoring for excavation shall not encroach into ROW amenity zone.

Reviewing Agency: Landmark Review

Review Status: Approved - No Response

Status Date: 10/06/2025
Status: Approved - No Response
Comments:

Reviewing Agency: CDOT Referral

Review Status: Approved

Status Date: 10/24/2025
Status: Approved
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000122 - Tier III - 865 S Milwaukee
Reviewing Agency/Company: CDOT
Reviewers Name: Michelle White
Reviewers Phone: 303-512-4218
Reviewers Email: michelle.m.white@state.co.us
Approval Status: Approved

Comment Report

Tier III - 865 S Milwaukee - Private Dewatering System

01/05/2026

Master ID: 2025-SUDP-0002783 **Project Type:**
Review ID: 2025-ENCROACHMENT-0000122 **Review Phase:**
Location: **Review End Date:** 10/23/2025

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

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

Reviewing Agency: Environmental Health Referral

Review Status: Approved - No Response

Status Date: 10/24/2025
Status: Approved - No Response
Comments:

Reviewing Agency: ERA Review

Review Status: Approved - No Response

Reviewers Name: Karmen Brown
Reviewers Email: Karmen.Brown@denvergov.org

Status Date: 10/24/2025
Status: Approved - No Response
Comments: