


REQUEST FOR RESOLUTION FOR TIER III ENCROACHMENT PERMIT

TO: Ivone Avila-Ponce, City Attorney's Office

FROM: Glen Blackburn, P.E.
Director, Right of Way Services 

ROW NO.: 2022-ENCROACHMENT-0000070

DATE: November 29, 2023

SUBJECT: Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to Denargo Market Metropolitan District No. 1, their successors and assigns, to encroach into the right-of-way with garden and dog park fencing, playground infrastructure and features, retaining walls, overlooks, river access stairs, precast seat benches, rain gardens, elevated planting beds, and sports equipment at 2650 Arkins Court.

It is requested that the above subject item be placed on the next available Mayor Council Agenda.

This office has investigated the request from Scott Paling of Martin/Martin dated June 14, 2023, on behalf of Denargo Market Metropolitan District No. 1, for the granting of the above-subject permit.

This matter has been checked by this office and has been coordinated with DOTI: DES Transportation & Wastewater, Survey, Street Maintenance, Construction Engineering, TES Sign & Stripe; CPD: DS Project Coordinator, Building Department; City Councilperson Watson, District 9; CenturyLink/Lumen; Xcel Energy; RTD; Comcast; Metro Water Recovery; Office of Emergency Management; Asset Management; Denver Fire Department; Denver Water; Parks and Recreation; Policy & Planning; Division of Disability Rights; City Forester; Historic Preservation/Landmark; Colorado Department of Transportation, all of whom have indicated no objection for the proposed encroachment.

As a result of the investigations, it has been determined that there is no objection to the granting of the revocable permit.

Therefore, you are requested to initiate Council action for the granting of a revocable permit, subject to certain terms and conditions, to Denargo Market Metropolitan District No. 1, their successors and assigns, to encroach with garden and dog park fencing, playground infrastructure and features, retaining walls, overlooks, river access stairs, precast seat benches, rain gardens, elevated planting beds, and sports equipment into 2650 Arkins Court.

INSERT ENCROACHMENT LEGAL DESCRIPTION ROW 2022-ENCROACHMENT-0000070-003 HERE

INSERT ENCROACHMENT LEGAL DESCRIPTION ROW 2022-ENCROACHMENT-0000070-002 HERE

STANDARD PROVISIONS

The revocable permit ("Permit") granted by this Resolution is expressly granted upon and subject to each and all of the following terms and conditions (terms not defined herein are defined in the Rules and Regulations Governing Encroachments & Encumbrances in the Public Right of Way):

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: 720-865-3003

(a) Permittee shall obtain a street occupancy permit, street cut permit, and/or ROW construction permit from the City's Department of Transportation and Infrastructure ("DOTI") Permit Operations through www.denvergov.org/dotipermits prior to commencing construction.

(b) Permittee shall be responsible for obtaining all necessary permits and shall pay all costs for installation and construction of items permitted herein.

(c) If the Permittee intends to install any underground facilities in or near a Public road, street, alley, ROW or utility easement, the Permittee shall join the Statewide Notification Association of Owners and Operators of Underground Facilities by contacting the Utility Notification Center of Colorado (Colorado 811) through <https://colorado811.org/> or at 303-232-1991, 16361 Table Mountain Pkwy, Golden, Colorado, 80403. Further, Permittee shall contact the Utility Notification Center (Colorado 811) at <https://colorado811.org/> or 303-232-1991 to request locates for existing underground facilities prior to commencing excavation.

(d) Permittee is fully responsible for any and all damages incurred to facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver due to activities authorized by the Permits. Should the relocation or replacement of any drainage facilities for water and sewage of the City and County of Denver become necessary as determined by the City's Executive Director of DOTI ("Executive Director"), in the Executive Director's sole and absolute discretion, Permittee shall pay all cost and expense of the portion of the water and/or sewer facilities affected by the Encroachment(s). The extent of the affected portion to be replaced and relocated by Permittee shall be determined by the Executive Director. Any and all replacement or repair of facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be made by Denver Water, Utility Company, and/or the City and County of Denver at the sole expense of the Permittee. In the event the Permittee's facilities are damaged or destroyed due to Denver Water's, Utility Company's, or the City and County of Denver's repair, replacement and/or operation of its facilities, repairs will be made by Permittee at its sole expense. Permittee agrees to defend, indemnify and hold the City harmless and to repair or pay for the repair of any and all damages to said water, storm, sanitary sewer facilities or other Utility Company facilities, or those damages resulting from the failure of the water, storm, sanitary sewer facilities or other Utility Company facilities to properly function because of the Encroachment(s).

(e) Permittee shall comply with all requirements of affected Utility Companies and pay for all costs of removal, relocation, replacement or rearrangement of Utility Company facilities. Existing utility facilities shall not be utilized, obstructed or disturbed.

(f) All construction in, under, on or over the Encroachment Area shall be accomplished in accordance with the Building Code and [City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division.](#)

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(g) Permittee shall observe and comply with all Federal, State and local laws, regulations, ordinances, and public safety requests regarding the use of the Encroachment Area.

(h) Plans and Specifications governing the construction of the Encroachment(s) shall be approved by DOTI prior to construction.

(i) Permittee shall pay all costs of construction and maintenance of the Encroachment(s). Upon revocation of the Permit or upon abandonment, Permittee shall pay all costs of removing the Encroachment(s) from the Encroachment Area and restore the Encroachment Area to a condition in accordance with [City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division](#) under the supervision of DOTI.

(j) Permittee shall remove and replace any and all street/alley paving, Sidewalks, Streetscapes, Amenity Zones, and curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that become broken, damaged or unsightly during, in the opinion of DOTI, the course of construction or maintenance of the Encroachment(s). In the future, Permittee shall also remove, replace or repair any street/alley paving, Sidewalks, and curb and gutter that become broken or damaged when, in the opinion of DOTI, the damage has been caused by the Encroachment(s) or the activity of the Permittee within the Encroachment Area. All repair work shall be accomplished without cost to the City and under the supervision of DOTI.

(k) The City reserves the right to make an inspection of the Encroachment(s) and the Encroachment Area.

(l) During the existence of the Encroachment(s) and the Permit, Permittee, its successors and assigns, at its expense, and without cost to the City, shall procure and maintain Commercial General Liability insurance policy with a limit of not less than \$1,000,000 per occurrence. All coverages are to be arranged on an occurrence basis and include coverage for those hazards normally identified as X.C.U. during construction. The insurance coverage required herein constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All insurance coverage required herein shall be written in a form and by a company or companies approved by the Risk Manager of the City and authorized to do business in the State of Colorado. A certified copy of all such insurance policies shall be filed with the Executive Director, and each such policy shall contain a statement therein or endorsement thereon that it will not be canceled or materially changed without written notice, by registered mail, to the Executive Director at least thirty (30) days prior to the effective date of the cancellation or material change. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.

(m) In addition to the requirement herein to comply with all laws, Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and Commercial Space, Public

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Accommodations, Educational Institutions and Health and Welfare Services) of Chapter 28 (Human Rights) of the DRMC. The failure to comply with any such provision shall be a proper basis for revocation of the Encroachment(s).

(n) The right to revoke the Permit at any time for any reason and require the removal of the Encroachment(s) is expressly reserved to the City.

(o) By Permittee's use of this Permit and the Encroachment Area, Permittee agrees to the following:

i. Permittee agrees to defend, indemnify, reimburse and hold harmless 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 this Permit and the Encroachment(s) ("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.

ii. 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.

iii. 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.

iv. Insurance coverage requirements specified in this 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.

v. This defense and indemnification obligation shall survive the expiration or termination of this Permit.

(p) Pursuant to Chapter 49 of the DRMC, DOTI is authorized to remove or to order the removal of any article, vehicle, object or thing whatsoever encroaching into any street, alley, Sidewalk, or other public way or place.

(q) No third party, person or agency, except for an authorized Special District, may place the Encroachment(s) in front of a property without written permission of the adjacent property owner.

(r) Permittee's use of the ROW for placement of the Encroachment(s) does not create a property right or ownership interest of any kind in the Encroachment Area to the Permittee.

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(s) All Encroachment(s) in Amenity Zones containing existing Public Trees and/or with the potential to impact tree roots or tree canopy must be pre-approved by the Office of the City Forester (OCF), by contacting them at forestry@denvergov.org or 720-913-0651. Encroachment(s) cannot be attached to or damage any Public Tree, and any damage shall be reported to the OCF immediately for mitigation. All trenching, excavation and grading activities within the Dripline of any Public Tree must be pre-approved by the OCF. City permits are required for the planting or removal of any Public Trees and can be obtained by emailing forestry@denvergov.org.

(t) All disturbances associated with construction of the Encroachment(s) shall be managed as required by City standards for erosion control which may require standard notes or CASDP permitting depending on location and scope of project.

(u) Encroachment(s) proposed adjacent to a designated park or within a dedicated parkway shall require the City's Department of Parks and Recreation approval prior to installation.

(v) Encroachment(s) attached to a building may require building and/or zoning permits from the City's Department of Community Planning and Development.

(w) Encroachment(s) in the regulatory floodplain shall require a SUDP and comply with Chapter 4 Floodplain Regulations of the "Storm Drainage Design and Technical Criteria", Chapter 12 Floodplain Management of the "DOTI Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater" and the City Floodplain Ordinance in DRMC Section 56-200 through 56-206. Above ground Encroachment(s) in a Floodway require a No-Rise Certification sealed and signed by a Professional Engineer licensed in the State of Colorado. If there is any rise in Base Flood Elevations, a Conditional Letter of Map Revision (CLOMR) and LOMR will be required.

(x) Only clean soil may be brought onto an Encroachment Area. Verification of soil quality must be provided if requested. Material removed from an Encroachment Area must be properly disposed and is the responsibility of the Permittee.

SPECIAL CONDITIONS FOR THIS PERMIT

(a) NONE

A map of the area is attached hereto.

GB: sb

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cc: Asset Management,
City Council Office, Luke Palmisano
Councilperson and Aides
Department of Law, Bradley Beck
Department of Law, Deanne Durfee
Department of Law, Maureen McGuire
Department of Law, Martin Plate
Department of Law, Ivone Avila-Ponce
DOTI, Alba Castro
DOTI, Jason Gallardo
Project File

Property Owner:
Denargo Market
Metropolitan District No.
1
David Solin
141 Union Boulevard
Suite 150
Lakewood, CO 80228

Agent:
Martin/Martin
Scott Paling
12499 W. Colfax Ave.
Lakewood, CO 80215

ORDINANCE/RESOLUTION REQUEST

Please email requests to Jason Gallardo

at Jason.Gallardo@denvergov.org by **12:00pm on Monday**. Contact her with questions.

Date of Request: November 29, 2023

Please mark one: Bill Request or Resolution Request

1. Type of Request:

Contract/Grant Agreement Intergovernmental Agreement (IGA) Rezoning/Text Amendment

Dedication/Vacation Appropriation/Supplemental DRMC Change

Other: Tier III Resolution

2. **Title:** (Start with *approves, amends, dedicates*, etc., include name of company or contractor and indicate the type of request: grant acceptance, contract execution, contract amendment, municipal code change, supplemental request, etc.)

Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to Denargo Market Metropolitan District No. 1, their successors and assigns, to encroach into the right-of-way with garden and dog park fencing, playground infrastructure and features, retaining walls, overlooks, river access stairs, precast seat benches, rain gardens, elevated planting beds, and sports equipment at 2650 Arkins Court.

3. **Requesting Agency:** DOTI, Right-of-Way Services, Engineering and Regulatory

4. Contact Person:

| | |
|---|---|
| Contact person with knowledge of proposed ordinance/resolution | Contact person to present item at Mayor-Council and Council |
| Name: Brianne White | Name: Jason Gallardo |
| Email: Brianne.white@denvergov.org | Email: Jason.Gallardo@denvergov.org |

5. **General description or background of proposed request. Attach executive summary if more space needed:**

Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to Denargo Market Metropolitan District No. 1, their successors and assigns, to encroach into the right-of-way with garden and dog park fencing, playground infrastructure and features, retaining walls, overlooks, river access stairs, precast seat benches, rain gardens, elevated planting beds, and sports equipment at 2650 Arkins Court.

6. **City Attorney assigned to this request (if applicable):** Martin Plate

7. **City Council District:** Councilperson Watson, District 9

8. ****For all contracts, fill out and submit accompanying Key Contract Terms worksheet****

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____

Key Contract Terms

Type of Contract: (e.g. Professional Services > \$500K; IGA/Grant Agreement, Sale or Lease of Real Property):

Vendor/Contractor Name:

Contract control number:

Location:

Is this a new contract? Yes No Is this an Amendment? Yes No If yes, how many? _____

Contract Term/Duration (for amended contracts, include existing term dates and amended dates):

Contract Amount (indicate existing amount, amended amount and new contract total):

| <i>Current Contract Amount</i> (A) | <i>Additional Funds</i> (B) | <i>Total Contract Amount</i> (A+B) |
|---------------------------------------|--------------------------------|---------------------------------------|
| | | |
| <i>Current Contract Term</i> | <i>Added Time</i> | <i>New Ending Date</i> |
| | | |

Scope of work:

Was this contractor selected by competitive process? If not, why not?

Has this contractor provided these services to the City before? Yes No

Source of funds:

Is this contract subject to: W/MBE DBE SBE XO101 ACDBE N/A

WBE/MBE/DBE commitments (construction, design, Airport concession contracts):

Who are the subcontractors to this contract?

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____



TIER III ENCROACHMENT EXECUTIVE SUMMARY

What is an Encroachment: A privately owned improvement that is located in, or projects over or under the public Right-of-Way.

Project Title: 2022-ENCROACHMENT-0000070 - Tier III 2650 Arkins Ct Denargo Market - Fencing - Playground

Business name: Denargo Market Metropolitan District No. 1

Description of Encroachment: Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to Denargo Market Metropolitan District No. 1, their successors and assigns, to encroach into the right-of-way with garden and dog park fencing, playground infrastructure and features, retaining walls, overlooks, river access stairs, precast seat benches, rain gardens, elevated planting beds, and sports equipment at 2650 Arkins Court.

Applicant's explanation of why the Public Right of Way must be utilized for a private improvement: To create a strong public realm that provides a safe, comfortable, and active space for this development as well as the larger public. Improvements are also part of a larger phased implementation of riverfront improvements that have been coordinated between Mile High Flood District and Denver Parks and Recreation. All improvements provide both programmatic and technical solutions to things like grading challenges, utility offsets, and required access. Additionally, all improvements associated with these encroachment elements will be maintained by the establish Denargo Market Metro District No. 1.

Annual Fees: \$200.00 per year

Additional Information: NONE

Location Map: Continued on next page

TIER III ENCROACHMENT EXECUTIVE SUMMARY

What is an Encroachment: A privately owned improvement that is located in, or projects over or under the public Right-of-Way.



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EXHIBIT A
SHEET 1 OF 3

LAND DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF DENARGO STREET AS DEDICATED BY ORDINANCE NO. 278 SERIES 2001, A PORTION OF ARKINS COURT AS DEDICATED BY ORDINANCE NO. 284 SERIES 2001 AND A PORTION OF 29TH STREET AND ARKINS COURT AS DEDICATED BY ORDINANCE 281 SERIES 2001 ALL IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY MOST CORNER OF DENARGO MARKET SUBDIVISION FILING NO. 3, RECORDED AT RECEPTION NO. 2023061222, IN SAID RECORDS, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ARKINS COURT, S70°49'48"W A DISTANCE OF 683.55 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DENARGO STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S00°01'41"E A DISTANCE OF 969.55 FEET; THENCE S89°58'19"W A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID DENARGO STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N00°01'41"W A DISTANCE OF 1047.63 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID ARKINS COURT; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, N70°49'48"E A DISTANCE OF 833.78 FEET;

THENCE S19°10'12"E A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ARKINS COURT;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, S70°49'48"W A DISTANCE OF 83.42 FEET;

THENCE S46°11'13"E A DISTANCE OF 333.86 FEET;

THENCE S43°48'47"W A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID 29TH STREET;

THENCE ALONG SAID RIGHT-OF-WAY LINE, N46°11'13"W A DISTANCE OF 341.51 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ARKINS COURT TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3.8253 ACRES OR 166,630 SQUARE FEET MORE OR LESS.

ALL LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET.



EXHIBIT A
SHEET 2 OF 3

BASIS OF BEARINGS:

BEARINGS ARE BASED ON AN ASSUMED BEARING OF N00°01'41"W ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP PLS #33204 SET FLUSH WITH THE GROUND AT THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER AS ESTABLISHED FROM A 110.00 FOOT WITNESS CORNER BEING A FOUND ALUMINUM DISK IN CONCRETE PLS #33204 TO THE SOUTH AND A 180.00 FOOT WITNESS CORNER BEING THE STEM OF A BROKEN DISK IN CONCRETE TO THE EAST.

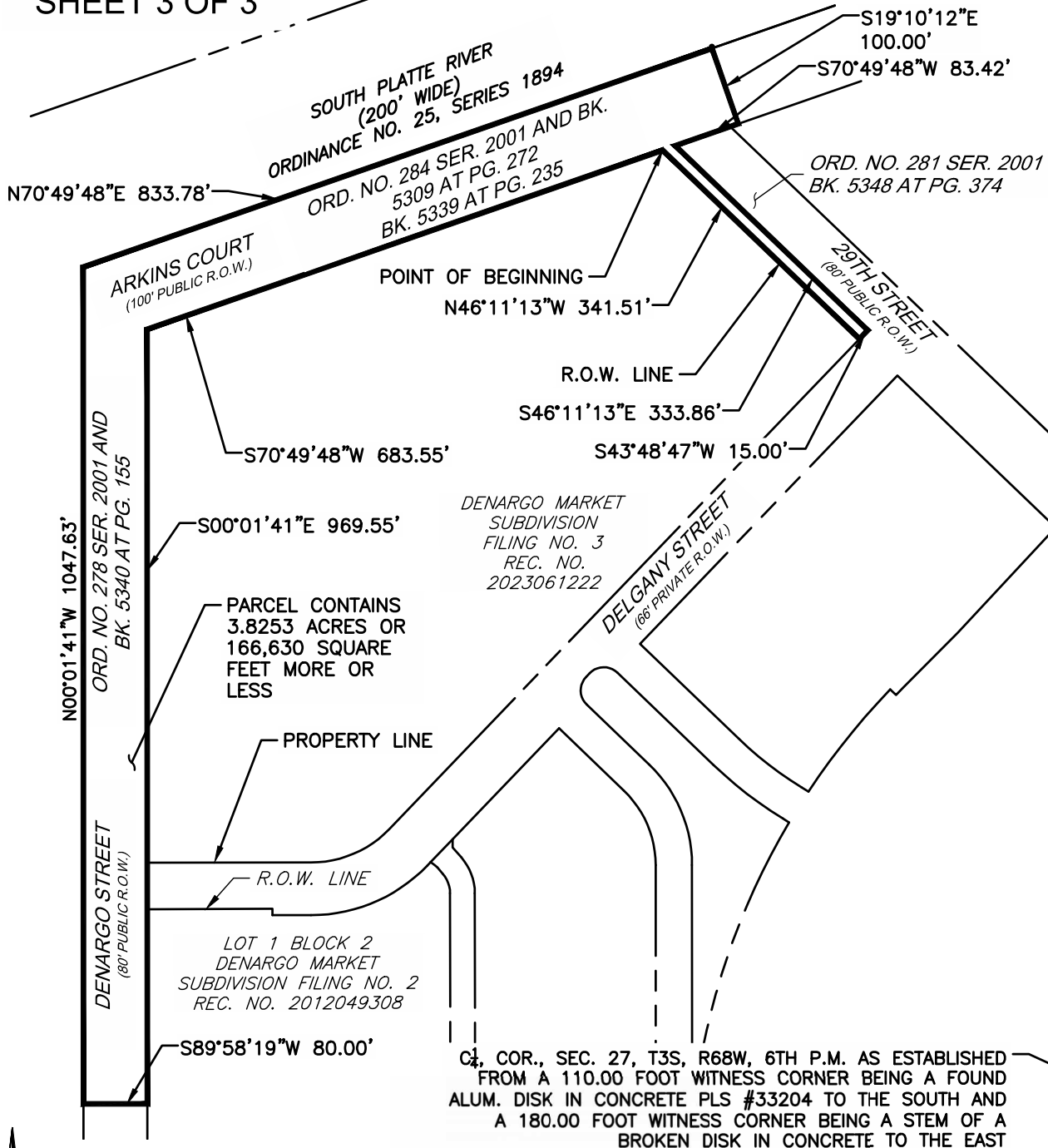
PREPARED BY LUCAS WILCOX
REVIEWED BY RICHARD A. NOBBE, PLS #23899
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
303-431-6100
OCTOBER 2, 2023



Richard A. Nobbe PLS
Digitally signed by Richard A. Nobbe PLS
DN: C=US,
E=rnobb@martinmartin.com,
O=Martin/Martin Inc.,
CN=Richard A. Nobbe PLS
Date: 2023.10.02 14:47:50-0600

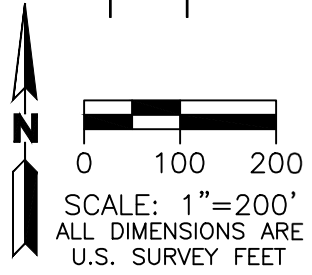
EXHIBIT A SHEET 3 OF 3

N $\frac{1}{4}$, COR., SEC. 27, T3S, R68W, 6TH P.M. FOUND 3"
ALUM. CAP PLS #33204

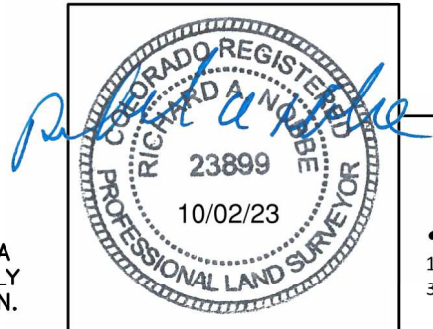


C $\frac{1}{4}$, COR., SEC. 27, T3S, R68W, 6TH P.M. AS ESTABLISHED FROM A 110.00 FOOT WITNESS CORNER BEING A FOUND ALUM. DISK IN CONCRETE PLS #33204 TO THE SOUTH AND A 180.00 FOOT WITNESS CORNER BEING A STEM OF A BROKEN DISK IN CONCRETE TO THE EAST

EASTERLY LINE NW $\frac{1}{4}$, SEC. 27, T3S, R68W, 6TH P.M.
N00°01'41"W 2644.06'
BASIS OF BEARINGS



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



OCTOBER 2, 2023



12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM

EXHIBIT B
SHEET 1 OF 2

LAND DESCRIPTION

A PARCEL OF LAND 25.00 FEET WIDE, BEING A PORTION OF NORTH BROADWAY PER ORDINANCE 280, SERIES 2001, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF TRACT G, DENARGO MARKET SUBDIVISION FILING NO. 2 RECORDED AT RECEPTION NO. 2012049308 ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH BROADWAY; THENCE ALONG THE EASTERLY LINE OF SAID TRACT G AND SAID WESTERLY RIGHT-OF-WAY LINE 15.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 900.65 FEET, A CENTRAL ANGLE OF 01°00'02" AND A CHORD WHICH BEARS S30°05'21"W A DISTANCE OF 15.73 FEET TO THE POINT OF BEGINNING;
THENCE S60°24'40"E A DISTANCE OF 25.00 FEET;
THENCE 260.16 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 875.65 FEET, A CENTRAL ANGLE OF 17°01'22", AND A CHORD WHICH BEARS S21°04'38"W A DISTANCE OF 259.20 FEET;
THENCE N77°26'03"W A DISTANCE OF 25.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT G AND SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH BROADWAY;
THENCE ALONG SAID EASTERLY AND WESTERLY LINES, 267.59 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 900.65 FEET, A CENTRAL ANGLE OF 17°01'22", AND A CHORD WHICH BEARS N21°04'38"E A DISTANCE OF 266.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.151 ACRES OR 6,597 SQUARE FEET MORE OR LESS.

ALL LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON AN ASSUMED BEARING OF N00°01'41"W ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP PLS #33204 SET FLUSH WITH THE GROUND AT THE NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER AS ESTABLISHED FROM A 110.00 FOOT WITNESS CORNER BEING A FOUND ALUMINUM DISK IN CONCRETE PLS #33204 TO THE SOUTH AND A 180.00 FOOT WITNESS CORNER BEING THE STEM OF A BROKEN DISK IN CONCRETE TO THE EAST.

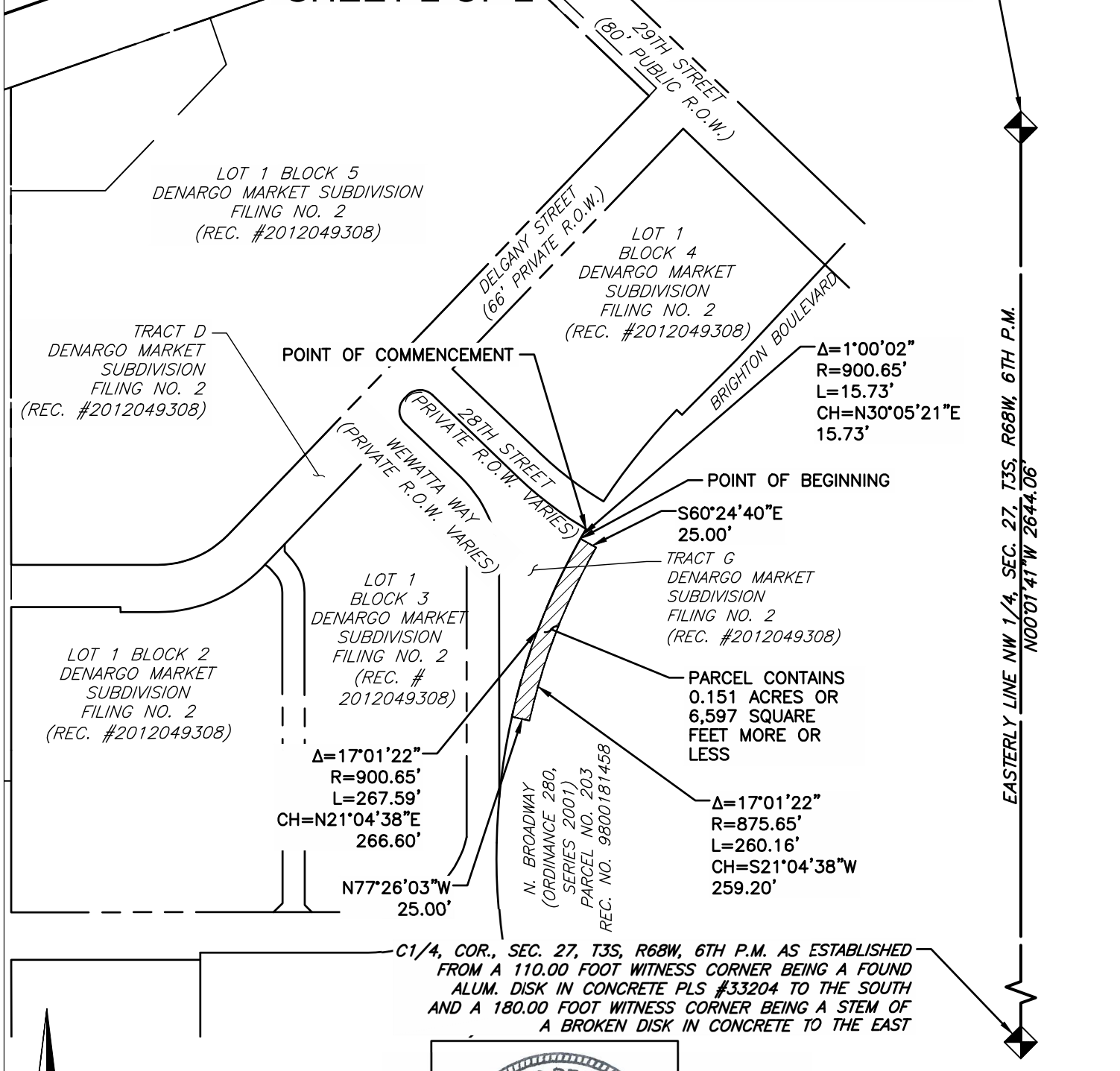
PREPARED BY LUCAS WILCOX
REVIEWED BY RICHARD A. NOBBE, PLS #23899
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
303-431-6100
OCTOBER 9, 2023



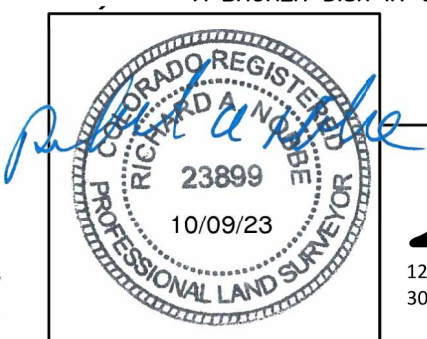
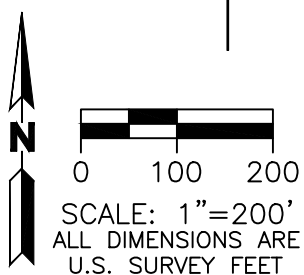
Richard A. Nobbe PLS
Digitally signed by Richard A. Nobbe PLS
DN: c=US,
E=rnobb@martinmartin.com,
O=Martin/Martin, Inc.,
CN=Richard A. Nobbe PLS
Date: 2023.10.09
14:30:50-06'00'

EXHIBIT B SHEET 2 OF 2

N1/4, COR., SEC. 27,
T3S, R68W, 6TH P.M.
FOUND 3" ALUM. CAP PLS #33204.



C1/4, COR., SEC. 27, T3S, R68W, 6TH P.M. AS ESTABLISHED FROM A 110.00 FOOT WITNESS CORNER BEING A FOUND ALUM. DISK IN CONCRETE PLS #33204 TO THE SOUTH AND A 180.00 FOOT WITNESS CORNER BEING A STEM OF A BROKEN DISK IN CONCRETE TO THE EAST



OCTOBER 9, 2023

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