

REQUEST FOR RESOLUTION FOR TIER III ENCROACHMENT PERMIT

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

FROM: Matt Bryner, P.E.
Director, Right of Way Services 
Matt R. Bryner (Jan 20, 2023 05:49 MST)

ROW NO.: 2019-ENCROACHMENT-0000313

DATE: January 16, 2023

SUBJECT: Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to Corleone Import Export, LLC, their successors and assigns, to encroach into the right-of-way with an enclosed patio with a footprint of 350 square feet at 2262 Larimer Street.

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

This office has investigated the request from Phil Weick of Snooze an AM Eatery dated September 23, 2019, on behalf of Corleone Import Export, LLC for the granting of the above-subject permit.

This matter has been checked by this office and has been coordinated with Asset Management; Comcast; Division of Disability Rights; Councilperson CdeBaca, District 9; Community Planning and Development: Building & Construction Services, Development Services; Historic Preservation/Landmark; Denver Water; Denver Fire Department; City Forester; Metro Wastewater Reclamation District; Emergency Management; Parks and Recreation; DOTI: Construction Engineering, DES Transportation & Wastewater, Survey, ER Transportation & Wastewater, Policy and Planning, TES Signing and Striping, and Street Maintenance; CenturyLink; Regional Transportation District; and Xcel Energy, 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 Corleone Import Export, LLC, their successors and assigns, to encroach with an enclosed patio with a footprint of 350 square feet at 2262 Larimer Street.

INSERT ENCROACHMENT LEGAL DESCRIPTION ROW 2019-ENCROACHMENT-0000313-002 HERE

And benefitting the following described parcel of property:

INSERT PARCEL LEGAL DESCRIPTION ROW 2019-ENCROACHMENT-0000313-001 HERE

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

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):

(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.

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(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](#).

(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 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.

(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) In addition to the requirement herein to comply with all laws, the Permittee must comply with City accessibility criteria ensuring minimum pedestrian access route (PAR) width is provided adjacent to the patio and exclusive of the tree grates if the Permittee physically changes the Encroachment(s) or replaces it with something new at any point in the future. Minimum PAR width will be in accordance with current

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City rules and regulations, and standards at the time of proposed changes to the Encroachment(s) and will be equal to or greater than 5 feet.

A map of the area is attached hereto.

MB: bw

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:
Jon Schlegel
Corleone Import Export,
LLC
2222 South Madison
Street
Denver, CO 80210

Agent:
Phil Weick
Snooze an AM Eatery
3001 Brighton Blvd. STE 303
Denver, CO 80216

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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: January 16, 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 Corleone Import Export, LLC, their successors and assigns, to encroach into the right-of-way with an enclosed patio with a footprint of 350 square feet at 2262 Larimer Street.

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 Corleone Import Export, LLC, their successors and assigns, to encroach into the right-of-way with an enclosed patio with a footprint of 350 square feet at 2262 Larimer Street.

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

7. City Council District: Councilperson CdeBaca, 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: 2019-ENCROACHMENT-0000313 - Tier III Enclosed Patio Snooze at 2262 Larimer Street

Business name: Snooze an AM Eatery

Description of Encroachment: Enclosed patio with a footprint of 350 square feet.

Applicant's explanation of why the Public Right of Way must be utilized for a private improvement: There is no available property to locate the patio on private property.

Annual Fees: \$200 per year

Additional Information: None

Location Map:



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Right-of-Way Services / Engineering & Regulatory
201 W Colfax Ave, Dept 507 | Denver, CO 80202
www.denvergov.org/dotj
Phone: 720-865-3003

#21



WARRANTY DEED

Doc Fee \$ 67.90

THIS DEED, dated this 11th day of January, 2006, between HOME RUN PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY of the County of Denver and State of Colorado, grantor, and SNOOZE REAL ESTATE, LLC, A COLORADO LIMITED LIABILITY COMPANY whose legal address is 2262 Larimer Street, Denver, CO 80205, of the County of Denver and State of Colorado, grantees:

WITNESS, that the grantor, for and in consideration of the sum of SIX HUNDRED SEVENTY NINE THOUSAND AND 00/100 DOLLARS (\$679,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, his heirs and assigns forever, all the real property, together, with improvements, if any, situate, lying and being in the County of Denver and State of Colorado, described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

also known by street and number as: 2260-62 Larimer Street, Denver, CO 80205 assessor's schedule or parcel number:

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except

general taxes for the current year and subsequent years and subject to those items shown on Exhibit "B" attached hereto and by this reference incorporated herein.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Home Run Properties, LLC, a Colorado limited liability company

BY: Judith A. McNutt
Judith A. McNutt, Manager ~~Judith A. McNutt~~

BY: Vivian Duvall, as attorney-in-fact
AS ATTORNEY-IN-FACT

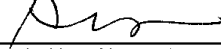
WARRANTY DEED
(Continued)

STATE OF Colorado

COUNTY OF Denver

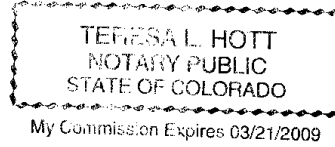
I, Teresa L. Hott, a Notary Public of the County and State first above written, do hereby certify that the foregoing instrument was acknowledged before me this 11th day of January, 2006, by Vivian Duvall, attorney-in-fact for Judith A. McNutt, Manager of Home Run Properties, LLC, a Colorado limited liability company.

Witness my hand and official seal,



Teresa L. Hott, Notary Public

My Commission Expires: 03/21/09



Name and Address of person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

After Recording Return to:

EXHIBIT A
LEGAL DESCRIPTION

Parcel A:

Lot 1,
Block 62,
EAST DENVER (that portion commonly known as Stecks Addition),

City and County of Denver,
State of Colorado.

Exhibit "B"

Restrictions and assessments pertaining to the 22nd Street and Park Avenue West Pedestrian Mall imposed by the following Ordinances of the City and County of Denver:

recorded January 4, 1995 at Reception No. 9500000752;
recorded September 13, 1995 at Reception No. 9500111811;
recorded October 13, 1995 at Reception No. 9500127939;
recorded December 20, 1996 at Reception No. 9600172965;
recorded December 15, 1997 at Reception No. 9700169338;
recorded December 30, 1998 at Reception No. 9800219424;
recorded December 17, 1999 at Reception No. 9900212781;
recorded December 5, 2002 at Reception No. 2002230643;
recorded December 9, 2002 at Reception No. 2002232843;
recorded November 14, 2003 at Reception No. 2003239716;
recorded December 6, 2004 at Reception No. 2004248055;
recorded December 19, 2005 at Reception No. 2005215236.

Restrictions and assessments pertaining to the Larimer Street Pedestrian Mall imposed by the following Ordinances of the City and County of Denver:

recorded November 7, 1997 at Reception No. 9700150828;
recorded December 29, 1997 at Reception No. 9700175587;
recorded December 30, 1998 at Reception No. 9800219425;
recorded October 22, 1999 at Reception No. 9900184189;
recorded November 13, 2000 at Reception No. 2000165809;
recorded December 14, 2001 at Reception No. 2001213088;
recorded October 29, 2002 at Reception No. 2002204565;
recorded November 13, 2003 at Reception No. 2003239069;
recorded November 29, 2004 at Reception No. 2004244613;
recorded November 29, 2005 at Reception No. 2005203531.

Terms, conditions, provisions, agreements and obligations specified under the Request for Administrative Variance for Existing Basement Steps and Alley Door Threshold, which was recorded December 28, 2000 at Reception No. 2000187649.

Terms, conditions, provisions, agreements and obligations specified under the Agreement, which was recorded January 2, 2001 at Reception No. 2001000255.

Restrictions imposed by the Ordinance No. 342, Series of 2002 of the City and County of Denver, recorded May 8, 2002 at Reception No. 2002084731 pertaining to Ballpark Neighborhood Historic District.

Terms, agreements, provisions conditions and obligations of a Commercial Real Estate lease, executed by Home Run Properties, LLC, a Colorado limited liability company, as lessor(s), and Breckenridge Communications, as lessee(s), recorded January 27, 2003 at Reception No. 2003014281, and any and all parties claiming by, through or under said lessee(s).

Terms, conditions, provisions, agreements and obligations specified under the Right-to-Use Agreement by and between Home Run Properties, LLC, a Colorado limited liability company and Snooze Real Estate, LLC, a Colorado limited liability company, which was recorded _____ at Reception No.

_____.

Rights of adjoining property in and to Party Wall located Southwesterly of subject property.

Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

**EXHIBIT A
LAND DESCRIPTION**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 27, T.3S, R.68W, 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING A PORTION OF THE RIGHT-OF-WAY OF PARK AVENUE, BETWEEN LARIMER AND LAWRENCE STREETS, ADJACENT TO LOT 1, BLOCK 62, EAST DENVER, ALSO KNOWN AS STECK'S ADDITION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT RANGE POINT AT THE INTERSECTION OF PARK AVENUE AND LARIMER STREET; THENCE SOUTH 29°54'49" EAST, A DISTANCE OF 75.06 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID PARK AVENUE AND BEING 12.33 FEET SOUTHEASTERLY FROM THE NORTH CORNER OF SAID BLOCK 62, SAME BEING THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY OF PARK AVENUE, NORTH 44°37'56" EAST, A DISTANCE OF 7.00 FEET;
THENCE ALONG A LINE 7.00 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID SOUTHWESTERLY RIGHT-OF-WAY OF PARK AVENUE, SOUTH 45°22'04" EAST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 44°37'56" WEST, A DISTANCE OF 7.00 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT-OF-WAY OF PARK AVENUE;
THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY OF PARK AVENUE, NORTH 45°22'04" WEST, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 350 SQUARE FEET OR 0.008 ACRE, MORE OR LESS.

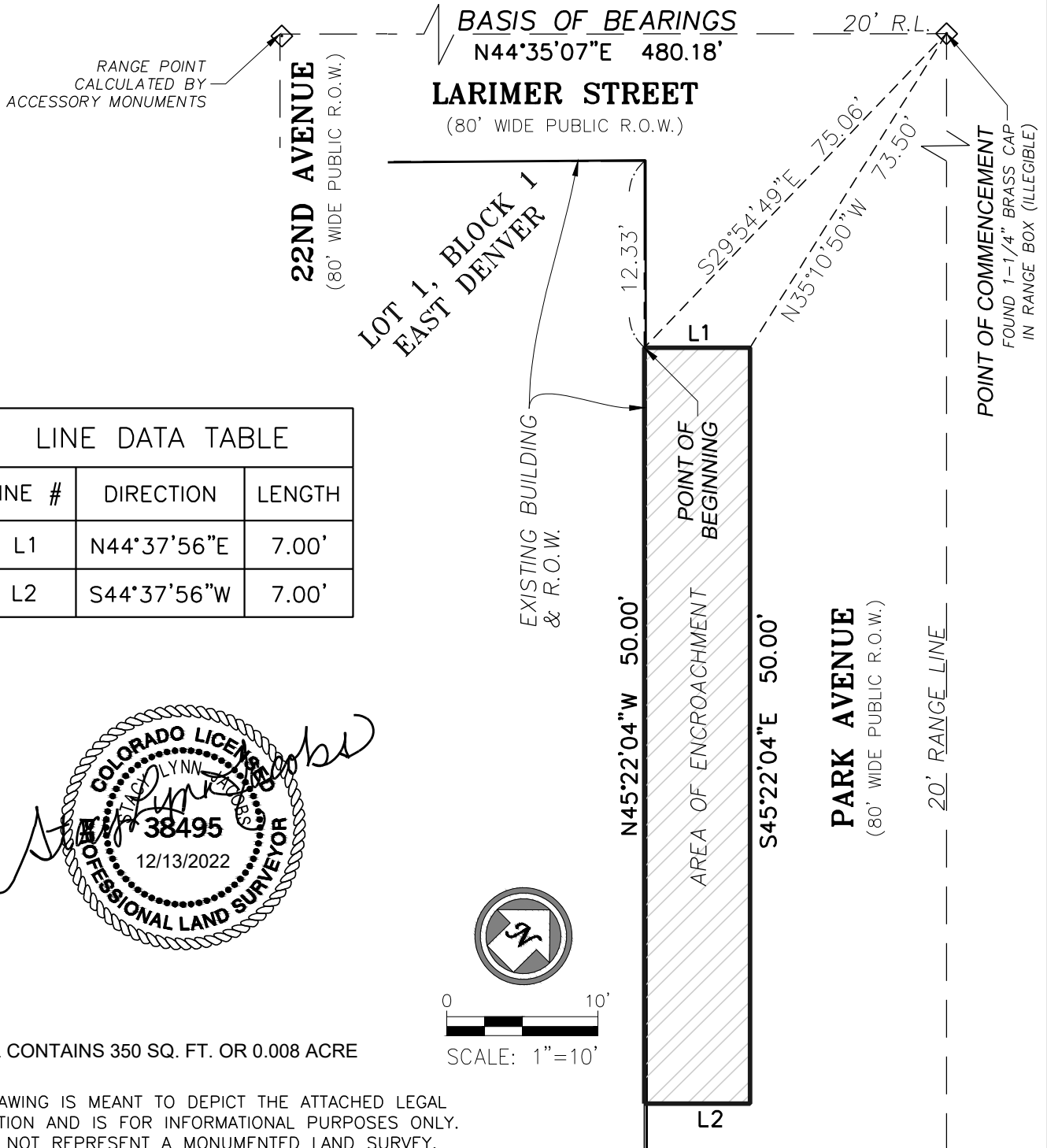
BEARINGS ARE BASED ON THE 20-FOOT RANGE LINE IN LARIMER STREET, BETWEEN PARK AVENUE AND 22ND STREET. SAID LINE IS ASSUMED TO BEAR SOUTH 44°35'07" EAST, MONUMENTED AT NORTHEAST END BY A 1-14" BRASS CAP (ILLEGIBLE) IN RANGE BOX AND AT THE SOUTHWEST END BY ACCESSORY MONUMENTS. ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.



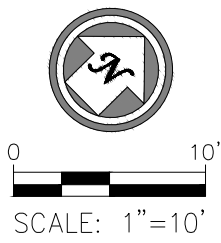
STACY LYNN JACOBS, PLS
COLORADO REG. NO. 38495
FOR, AND ON BEHALF OF:
R&R ENGINEERS-SURVEYORS, INC.
SN22200 ENCR

EXHIBIT A

A PORTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF PARK AVENUE, BETWEEN LARIMER AND LAWRENCE STREETS, LOCATED IN THE SW1/4 OF SEC. 27, T.3S., R.68W., 6TH P.M. CITY AND COUNTY OF DENVER, COLORADO




| LINE DATA TABLE | | |
|-----------------|-------------|--------|
| LINE # | DIRECTION | LENGTH |
| L1 | N44°37'56"E | 7.00' |
| L2 | S44°37'56"W | 7.00' |



PARCEL CONTAINS 350 SQ. FT. OR 0.008 ACRE

NOTE
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

| ENCROACHMENT | | Sheet 2 of 2 |  | R&R ENGINEERS-SURVEYORS, INC. 1635 W. 13TH AVENUE, SUITE 310 DENVER, COLORADO 80204 PH: 303-753-6730 WWW.RRENGINEERS.COM |
|--------------|-----------|-----------------------|---|---|
| Date: | 10/3/2022 | | | |
| Drawn: | JDM | | | |
| Checked: | SLJ | | | |
| Job No.: | SN22200 | | | |