

# 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](mailto: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](mailto: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:	Designs By Sundown *(agent acting on behalf of homeowner)	
Contact Name:	Mayson Carlo	
Property Address:	2682 S Cook St, Denver CO 80210	
Billing Address:	2682 S Cook St, Denver CO 80210	
Phone:	720-926-6103	Email: <a href="mailto:maysoncarlo@gmail.com">maysoncarlo@gmail.com</a>

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

Company Name:	Designs By Sundown *(agent acting on behalf of homeowner)	
Contact Name:	Sean Thomas	
Address:	6875 S Santa Fe Drive, Littleton CO 80120	
Phone:	720-926-6103	Email: <a href="mailto:permits@designsbysundown.com">permits@designsbysundown.com</a>

## ENCROACHMENT INFORMATION:

Project Name:	Carlo Residence - Front Fence
Adjacent Property Address:	2682 S Cook St, Denver CO 80210
Coordinates (Lat/Long):	39.667, -104.948
Encroachment Area, in SF:	248 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.)

Located on the East Side of S Cook St, the area 6'-1" from the existing flowline to the front lot line 11'-1" inside the flowline.

### Description of Encroachment:

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

Installing new metal fencing, a double-swing pedestrian gate to the existing entry walkway, and 4 decorative masonry columns.

### Reason for Private Improvements in the Public ROW:

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

The homeowners would like to create front lawn space adequate for the children and pets to safely be outdoors, while still protected by barrier from the pedestrian traffic along the sidewalk.

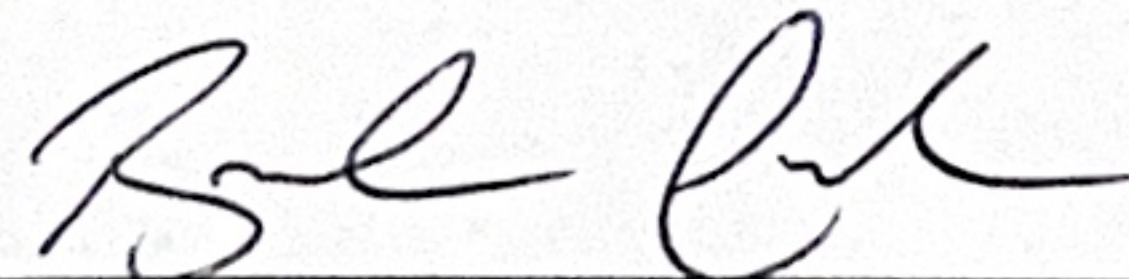


## ATTESTATION:

***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:

03/11/2025

PRINT NAME:

Brandon Carlo

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 1<sup>st</sup> 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](http://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 1<sup>st</sup> Submittal

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

### Fees:

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

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

### Attestation:

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

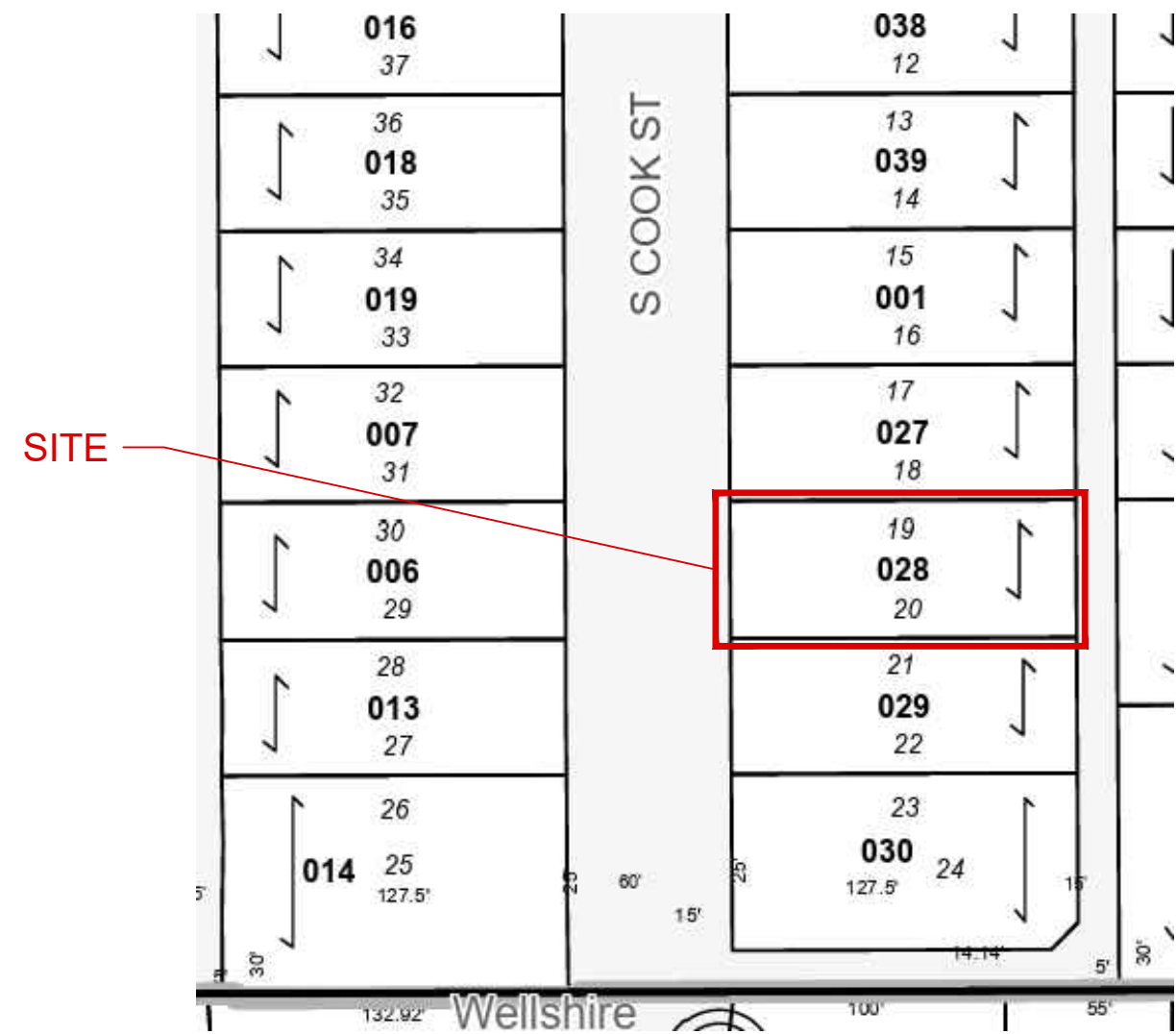
SIGNATURE: Sean Thomas DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
COMPANY: \_\_\_\_\_ PHONE: \_\_\_\_\_

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](http://www.denvergov.org/doti)  
Phone: 720-913-3003

CONNECT WITH US | 311 | [DENVERGOV.ORG](http://DENVERGOV.ORG) | DENVER 8 TV

Form Date 1/2/2024





VICINITY MAP

SCALE: NTS



**SITE ADDRESS:**  
2682 S COOK STREET, DENVER, CO 80210-6236

**PROPERTY LEGAL DESCRIPTION:**  
LOT 19 & 20, BLOCK 6, ASBURY PARK, CITY & COUNTY OF DENVER

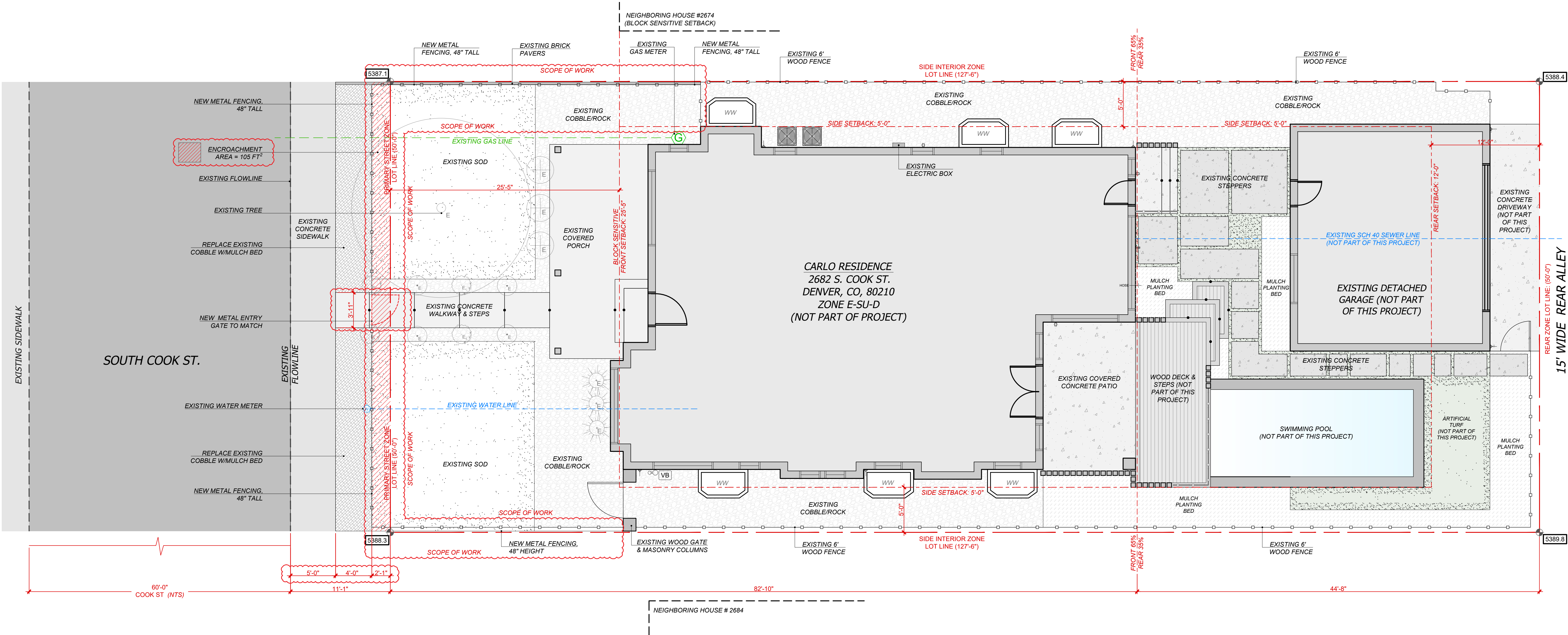
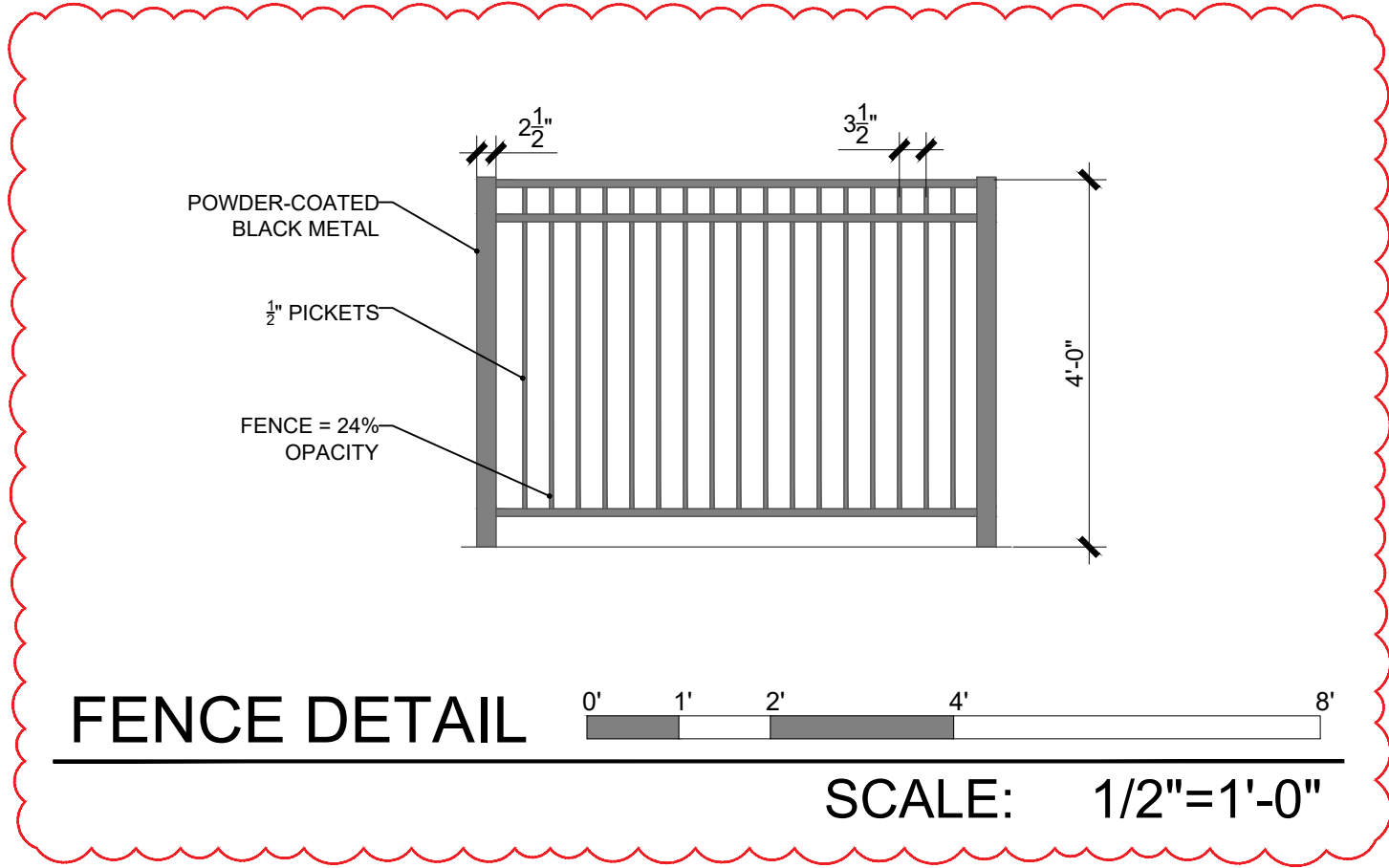
**SCHEDULE NUMBER:**  
05254-25-028-000

**ZONING INFORMATION (TO ADHERE TO 2010 DENVER ZONING CODE):**  
-ZONING CLASSIFICATION: E-SU-D (URBAN HOUSE BUILDING FORM)  
-WEST (FRONT) BASE PLANE AVERAGE ELEVATION = 5388.8'  
-EAST (REAR) BASE PLANE AVERAGE ELEVATION = 5389.1'

**PRIMARY STRUCTURE SETBACKS:**  
-BLOCK SENSITIVE PRIMARY STREET FRONT SETBACK: 25'-5"  
(REFERENCE LOTS DETERMINED BY DENVER ZONING CODE SECTION 13.1.5.3-C)  
-SIDE INTERIOR SETBACK: 5'  
-REAR: 12' (ALLEY)

ZONING LAND USE INFORMATION		
BUILDING FORM AND HABITABLE STORIES	ZONING LOT LAND USE	GROSS FLOOR AREA (SF)
PRIMARY HOUSE URBAN BUILDING FORM		
LOWER LEVEL (BASEMENT)	SINGLE DWELLING UNIT	1,714
MAIN LEVEL (1 <sup>ST</sup> FLOOR)	SINGLE DWELLING UNIT	1,867
UPPER LEVEL (2 <sup>ND</sup> FLOOR)	SINGLE DWELLING UNIT	1,982
DETACHED GARAGE	OFFSTREET VEHICLE PARKING	469
BUILDING OCCUPANCY: RESIDENTIAL		
GOVERNING CODES:		
2010 DENVER ZONING CODE		
2015 IRC		
2017 NEC		

ZONE LOT AREA: 6,370 SF			
MAX ALLOWABLE BUILDING COVERAGE: 37.5%			
MAX BUILDING COVERAGE CALCULATION: 6,370 x 37.5% = 2,389 SF			
BUILDING LOT COVERAGE (SF):			
-(E) PRIMARY STRUCTURE	=1,874	* AREA OF A ZONE LOT OCCUPIED BY A FRONT PORCH MAY BE EXCLUDED FROM THE CALCULATION OF BUILDING COVERAGE UP TO A MAXIMUM OF 400 S.F. (SECT 4.3.7.5 B 2 - DENVER ZONING CODE)	
-(E) EXISTING COVERED REAR PATIO	=177		
-(E) EXISTING COVERED FRONT PORCH	=280*		
-(E) EXISTING DETACHED GARAGE	=235**		
TOTAL BUILDING COVERAGE AREA			= 2,286
-BUILDING COVERAGE %: 2,286 / 6,370 = .358 = 35.8%			
-BUILDING COVERAGE COMPLIANCE = 35.8% < 37.5%			



SITE PLAN (FRONT FENCING)

SCALE: 3/16"=1'-0"





EXHIBIT A  
LEGAL DESCRIPTION  
SHEET I OF 1

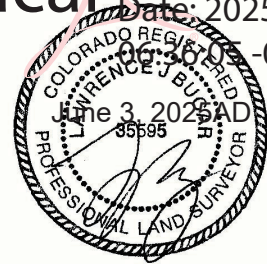
A Portion of the SE 1/4 Section 25, T. 4 S., R. 68 W., 6th P.M.  
Abutting The Westerly Side of Lots 19 And 20, Block 6, Asbury Park  
City And County of Denver, State of Colorado described as follows:

A rectangular shaped parcel of land, defined by extending the northerly line of said Lot 19, 2.1 feet westerly and by extending the southerly line of said Lot 20, 2.1 feet westerly, thus generating a 2.1 feet by 50.0 feet rectangle within the easterly Right-of-Way of the South 2600 street block of Cook Street north of Yale Ave, said Parcel encapsulates 105 sq ft of said South Cook St Right-of-Way.

Surveyor Statement

Said Description is based on a survey delivered to the City and County Building, May 23, 2025 filed at Reception No. The formatting, wording, and style as shown hereon is revised as directed by the City and County of Denver ROW Dept.

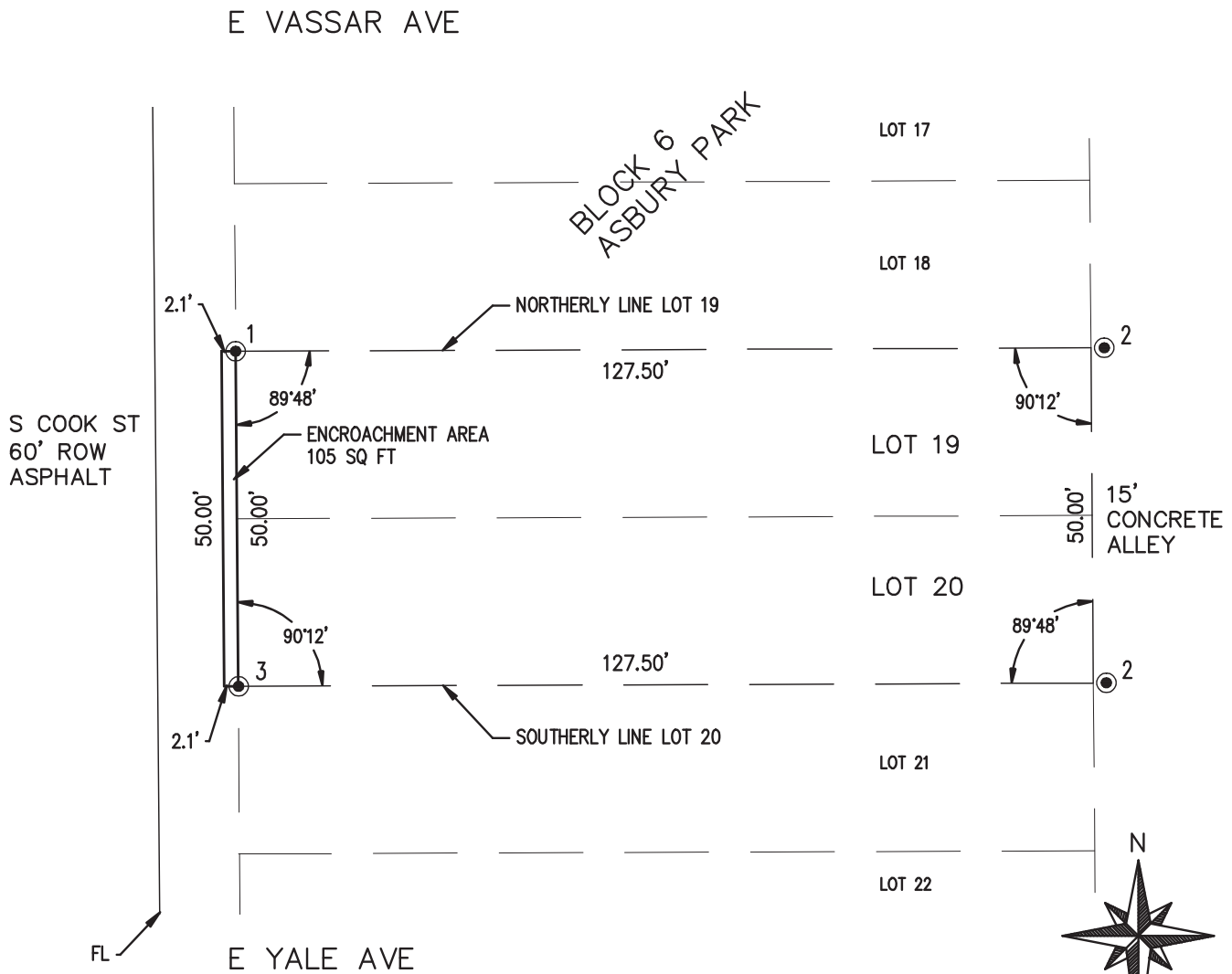
Digitally signed by  
Larry Bucar  
Date: 2025.06.03



GeodeskUSA LLC  
PO Box 6215  
Denver, Colorado 80206  
720 427 9446

EXHIBIT A  
ILLUSTRATION  
SHEET 2 OF 2

2025-ENCROACHMENT-0000028-002



LEGEND

PROPOSED 50.0' X 2.1' RECTANGULAR ENCROACHMENT INTO S COOK ST ROW

RECORD LOT LINE

(R) RECORD VALUE

(M) MEASURED VALUE

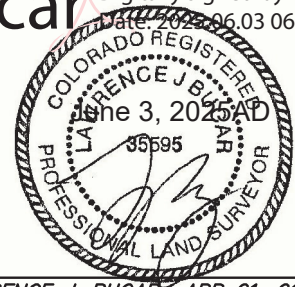
FL FLOWLINE

- 1 REBAR AND 1.25" RED PLASTIC CAP STAMPED "PLS 26958"
- 2 1.25" COPPER HEAD STAMPED "PLS 26958" AS 2.0' OFFSET
- 3 REBAR AND 1.25" RED PLASTIC CAP STAMPED "PLS 26958" AND "PLS 34138"



Rev No.	Comments	Date	By
1	Address City ROW Dept Comments	June 2	LJB
		2025	

LAWRENCE J. BUCAR APR 21, 2025AD  
P.L.S. NO. 35595



JOB NO. 25-04-05

DATE: JUNE 2, 2025

SITE ADDRESS: 2682 S Cook St. Denver, CO 80210

F:\CIVIL 3D Projects\2025 S Cook St\dwg\ENCROACHMENT\2025 S Cook St-CV2.dwg, 2, 6/2/2025 1:01:41 AM





## Customer Distribution



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

Order Number: **K70870981**

Date: **05/28/2025**

Property Address: **2682 SOUTH COOK STREET, DENVER, CO 80210**

### For Closing Assistance

Kelley Hanlon-Thorpe  
3033 EAST FIRST AVENUE,  
SUITE 600  
DENVER, CO 80206  
(303) 331-6271 (Work)  
(303) 393-3880 (Work Fax)  
[khanlon@ltgc.com](mailto:khanlon@ltgc.com)  
Company License: CO44565

### Closing Associate

Matt Hopkins  
3033 EAST FIRST AVENUE,  
SUITE 600  
DENVER, CO 80206  
(303) 331-6219 (Work)  
(303) 393-3896 (Work Fax)  
[mhopkins@ltgc.com](mailto:mhopkins@ltgc.com)  
Contact License: CO530549  
Company License: CO44565

### Closers Assistant

Nikki McKinley  
3033 EAST FIRST AVENUE,  
SUITE 600  
DENVER, CO 80206  
(303) 331-6209 (Work)  
(303) 393-3901 (Work Fax)  
[nmckinley@ltgc.com](mailto:nmckinley@ltgc.com)  
Company License: CO44565

### Closing Processor

Kyle Blea  
3033 EAST FIRST AVENUE,  
SUITE 600  
DENVER, CO 80206  
(303) 331-6211 (Work)  
[kblea@ltgc.com](mailto:kblea@ltgc.com)  
Company License: CO44565

### For Title Assistance

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

### Buyer/Borrower

A BUYER TO BE DETERMINED  
Delivered via: No Commitment Delivery

### Seller/Owner

2862 S COOK LLC  
Attention: BRANDON CARLO  
Delivered via: Electronic Mail

### Seller/Owner

2862 S COOK LLC  
Attention: MAYSON CARLO  
Delivered via: Electronic Mail





## Estimate of Title Fees

**Order Number:** K70870981

**Date:** 05/28/2025

**Property Address:** 2682 SOUTH COOK STREET, DENVER, CO 80210

**Seller(s):** 2682 S. COOK LLC, A COLORADO LIMITED LIABILITY COMPANY

**Buyer(s):** A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit [ltgc.com](http://ltgc.com) to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$436.00
Tax Certificate (TAX CERTIFICATE ORDERED)	\$27.00
<b>TOTAL</b>	<b>\$463.00</b>

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

### Chain of Title Documents:

[Denver county recorded 08/25/2020 under reception no. 2020133809](#)

[Denver county recorded 11/15/2018 under reception no. 2018147577](#)

[Denver county recorded 05/23/2011 under reception no. 2011055999](#)

### Plat Map(s):

[Denver county recorded 04/26/1888 at book 5 page 36A](#)



**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule A**

Order Number: K70870981

**Property Address:**

2682 SOUTH COOK STREET, DENVER, CO 80210

**1. Effective Date:**

05/22/2025 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$0.00

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:**

FEE SIMPLE

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

2682 S. COOK LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LOTS 19 AND 20, BLOCK 6, ASBURY PARK, 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:** K70870981

**All of the following Requirements must be met:**

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

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

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

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

1. CORRECTION DEED FROM KINGDOM DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY TO 2682 S. COOK LLC, A COLORADO LIMITED LIABILITY COMPANY OR NOTARY CORRECTION AFFIDAVIT TO CORRECT NOTARY ACKNOWLEDGMENT IN DEED RECORDED AUGUST 25, 2020 UNDER RECEPTION NO. [2020133809](#).
2. RELEASE OF DEED OF TRUST DATED DECEMBER 01, 2020 FROM 2682 S. COOK LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF CITY NATIONAL BANK TO SECURE THE SUM OF \$1,706,250.00 RECORDED DECEMBER 03, 2020, UNDER RECEPTION NO. [2020202840](#).
3. RELEASE OF LIEN AS EVIDENCED BY THE STATEMENT OF CITY AND COUNTY OF DENVER IN THE AMOUNT OF \$420.24 RECORDED JUNE 07, 2024, UNDER RECEPTION NO. [2024052541](#).
4. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR 2682 S. COOK LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED AUGUST 25, 2020 UNDER RECEPTION NO. [2020133810](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES ANGELA RAE CARLO AS THE AUTHORIZED AGENT AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

5. WARRANTY DEED FROM 2682 S. COOK LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.



**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: K70870981

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.
8. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 20190380 RECORDED JUNE 6, 2019 UNDER RECEPTION NO. [2019071723](#).





## 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 EXTRACTIONAL 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 not 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>.

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

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

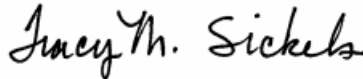


Craig B. Rants, Senior Vice President

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



John E. Freyer, Jr., President



Tracy M. Sickels, 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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## Land Title Guarantee Company

### Disclosure Statements

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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





## Affiliated Business Arrangement Disclosure Statement

PROPERTY ADDRESS: **2682 SOUTH COOK STREET, DENVER, CO 80210**

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

Provider	Type of settlement service provided	Range of charges
Land Title Insurance Corporation	Owner's policy of title insurance	Rates are based on the amount of insurance coverage and other factors. Rates range from \$522 to \$2,964. Credits may be available.
Land Title Insurance Corporation	Loan policy of title insurance	Rates are based on the amount of insurance coverage and range from \$350 to \$575.

### ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

**Seller(s)**

**Buyer(s)**

\_\_\_\_\_  
2682 S. COOK LLC, A COLORADO LIMITED LIABILITY  
COMPANY

\_\_\_\_\_  
A BUYER TO BE DETERMINED

## Tier III 2682 S Cook St Fence and Columns

06/09/2025

**Master ID:** 2025-PROJMSTR-0000105 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000028 **Review Phase:**  
**Location:** **Review End Date:** 04/01/2025

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: Melissa Woods

Reviewers Email: [Melissa.Woods@denvergov.org](mailto:Melissa.Woods@denvergov.org)

Status Date: 05/13/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns

Reviewing Agency/Company: DOTI/DES

Reviewers Name: Melissa Woods

Reviewers Phone: 720-865-3029

Reviewers Email: [melissa.woods@denvergov.org](mailto:melissa.woods@denvergov.org)

Approval Status: Approved

Comments:

Previous comments have been addressed.

Status Date: 03/27/2025

Status: Denied

Comments: Per the current Right-of-Way Encroachment Rules and Regulations, General Height Criteria, encroachments located within 14-ft of the street flowline are limited to a maximum height of 30-in.

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved w/Conditions

Reviewers Name: Tiffany Holcomb

Reviewers Email: [Tiffany.Holcomb@denvergov.org](mailto:Tiffany.Holcomb@denvergov.org)

Status Date: 04/02/2025

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns

Reviewing Agency/Company: Project Coordination

Reviewers Name: Tiffany Holcomb

Reviewers Phone: 720-865-3018

Reviewers Email: [Tiffany.Holcomb@denvergov.org](mailto:Tiffany.Holcomb@denvergov.org)

Approval Status: Approved with conditions

Comments:

No concerns with proposal, however, the intended result can potentially be achieved on the zone lot without the need for a ROW encroachment.

Please note that portions of the fence on the zone lot may be subject to zoning review and permit issuance. Per DZC 10.5.5.2.B.2. The maximum height of a fence or wall when forward of at least 75% of the total width of the Primary Street-facing Façades of all Primary Structures shall be 4 feet.



# Comment Report

## Tier III 2682 S Cook St Fence and Columns

06/09/2025

**Master ID:** 2025-PROJMSTR-0000105 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000028 **Review Phase:**  
**Location:** **Review End Date:** 04/01/2025

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

All fences and walls must be at least 6 inches back from the public sidewalk, regardless of where the property line is located.

All fences over four feet tall need a zoning permit. All walls, including retaining walls, over 12 inches high need a zoning permit.

Post-hole dug fences only need a building permit if they are taller than eight feet, but all other fence and wall types require building permits if they are over four feet tall.

Masonry walls and retaining walls over six feet in height require commercial engineering plan review and a building permit.

Reviewing Agency: Survey Review

Review Status: Approved

Reviewers Name: Brian Pfohl

Reviewers Email: Brian.Pfohl@denvergov.org

Status Date: 06/09/2025

Status: Approved

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns

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: 03/26/2025

Status: Denied

Comments: Comments in project folder

Reviewing Agency: DES Wastewater Review

Review Status: Approved w/Conditions

Reviewers Name: Kenneth Armfield

Reviewers Email: ken.armfield@denvergov.org

Status Date: 05/19/2025

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns

Reviewing Agency/Company: CCD/DOTI/ROWS/DES-Wastewater

Reviewers Name: Ken Armfield

Reviewers Phone: 720-865-3161

Reviewers Email: ken.armfield@denvergov.org

Approval Status: Approved with conditions

Comments:

Revised fence WITHOUT stone/masonry columns in the ROW is accepted. Note that the City will NOT be responsible for replacing the fence if future Denver Dept of Transportation & Infrastructure operations within the

# Comment Report

## Tier III 2682 S Cook St Fence and Columns

06/09/2025

**Master ID:** 2025-PROJMSTR-0000105 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000028 **Review Phase:**  
**Location:** **Review End Date:** 04/01/2025

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

ROW require removal of the proposed fence.

**Status Date:** 04/01/2025  
**Status:** Denied  
**Comments:** The public ROW should remain un-encumbered to provide for stormwater conveyance and utility operations for existing and possible future utilities.

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

**Status Date:** 04/02/2025  
**Status:** Approved - No Response  
**Comments:**

**Reviewing Agency:** ERA Transportation Review **Review Status:** Approved

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

**Status Date:** 05/13/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns  
Reviewing Agency/Company: DOTI Strategic  
Reviewers Name: Brent McMurtrie  
Reviewers Phone: 7209134502  
Reviewers Email: brent.mcmurtrie@denvergov.org  
Approval Status: Approved

**Comments:**  
Revisions made. Columns removed from original submittal, fence is more than 50% open, and gate swings inward towards property. Comments addressed.

**Status Date:** 04/01/2025  
**Status:** Denied  
**Comments:** 1. More info and details needed. Please provide details and/or picture for fence showing min 50% open. Please also include details / picture for masonry columns.  
2. Please provide details and/or picture for gate showing gate swings open towards the residence and not into right-of-way. Plans appear to show, but details also requested.

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

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

**Status Date:** 03/25/2025  
**Status:** Approved  
**Comments:**

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

**Status Date:** 04/02/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns

2025-ENCROACHMENT-0000028



# Comment Report

## Tier III 2682 S Cook St Fence and Columns

06/09/2025

**Master ID:** 2025-PROJMSTR-0000105 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000028 **Review Phase:**  
**Location:** **Review End Date:** 04/01/2025

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

Reviewing Agency/Company: Lumen/CenturyLink  
Reviewers Name: VeShon Sheridan  
Reviewers Phone: 804-999-9999  
Reviewers Email: veshon.sheridan@lumen.com  
Approval Status: Approved

**Comments:**

P865205

Qwest Corporation d/b/a CENTURYLINK, QC ("CenturyLink") has reviewed the request for the subject encroachment and have determined there are no CenturyLink facilities within the area as shown and/or described on the provided exhibits. It is the intent and understanding of CenturyLink that this encroachment shall not reduce our rights to any other existing easements or rights we have on this site or in the area. This No objection response is submitted WITH THE STIPULATION that IF CenturyLink facilities are found and/or damaged within the area as described, the Applicant will bear the cost of relocation (<https://relocation-request.lumen.com/rmpp/#/relocationreq>) and/or repair of said facilities.

Reviewing Agency: Xcel Referral

Review Status: Approved

**Status Date:** 04/02/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns  
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy  
Reviewers Name: Donna George  
Reviewers Phone: 3035713306  
Reviewers Email: Donna.L.George@xcelenergy.com  
Approval Status: Approved

**Comments:**

Reviewing Agency: RTD Referral

Review Status: Approved

**Status Date:** 04/02/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns  
Reviewing Agency/Company: RTD  
Reviewers Name: clayton s woodruff  
Reviewers Phone: 303-299-2943  
Reviewers Email: Clayton.woodruff@rtd-denver.com  
Approval Status: Approved

**Comments:**

Department Comments  
Bus Operations No exceptions  
Bus Stop Program No exceptions  
Commuter Rail No exceptions  
Construction Management No exceptions  
Engineering No exceptions  
Light Rail No exceptions  
Real Property No exceptions

# Comment Report

## Tier III 2682 S Cook St Fence and Columns

06/09/2025

**Master ID:** 2025-PROJMSTR-0000105 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000028 **Review Phase:**  
**Location:** **Review End Date:** 04/01/2025

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

Service Development No exceptions

Transit Oriented Development No exceptions

Utilities No exceptions

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

Reviewing Agency: Comcast Referral

Review Status: Approved - No Response

Status Date: 04/02/2025

Status: Approved - No Response

Comments:

Reviewing Agency: Metro Wastewater Referral

Review Status: Approved - No Response

Status Date: 04/02/2025

Status: Approved - No Response

Comments:

Reviewing Agency: Street Maintenance Referral

Review Status: Approved - No Response

Status Date: 04/02/2025

Status: Approved - No Response

Comments:

Reviewing Agency: Office of Emergency Management Referral

Review Status: Approved - No Response

Status Date: 04/02/2025

Status: Approved - No Response

Comments:

Reviewing Agency: Building Department Review

Review Status: Approved - No Response

Reviewers Name: Daniel Krausz

Reviewers Email:

Status Date: 04/02/2025

Status: Approved - No Response

Comments:

Reviewing Agency: Division of Real Estate Referral

Review Status: Approved - No Response

Status Date: 04/02/2025

Status: Approved - No Response

Comments:

Reviewing Agency: Denver Fire Department Review

Review Status: Approved - No Response

Reviewers Name: Adam Grier

Reviewers Email: Adam.Grier@denvergov.org



# Comment Report

## Tier III 2682 S Cook St Fence and Columns

06/09/2025

**Master ID:** 2025-PROJMSTR-0000105 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2025-ENCROACHMENT-0000028 **Review Phase:**  
**Location:** **Review End Date:** 04/01/2025

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

**Status Date:** 04/01/2025  
**Status:** Approved - No Response  
**Comments:**

**Reviewing Agency:** Denver Water Referral **Review Status:** Approved

**Status Date:** 05/13/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns  
Reviewing Agency/Company: Denver Water  
Reviewers Name: Kela Naso  
Reviewers Phone: 0000000000  
Reviewers Email: kela.naso@denverwater.org  
Approval Status: Approved

**Comments:**  
Denver Water's comments were addressed with updated submittal sent on 05/10/2025.

**Status Date:** 04/02/2025  
**Status:** Denied  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns  
Reviewing Agency/Company: Denver Water  
Reviewers Name: Kela Naso  
Reviewers Phone: 0000000000  
Reviewers Email: kela.naso@denverwater.org  
Approval Status: Denied

**Comments:**  
The new fence must be placed behind the Denver Water meter.

**Reviewing Agency:** Parks and Recreation Review **Review Status:** Approved

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

**Status Date:** 04/01/2025  
**Status:** Approved  
**Comments:**

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

**Status Date:** 04/02/2025  
**Status:** Approved - No Response  
**Comments:**

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

**Status Date:** 04/02/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns

# Comment Report

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06/09/2025

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**Review ID:** 2025-ENCROACHMENT-0000028 **Review Phase:**  
**Location:** **Review End Date:** 04/01/2025

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

Reviewing Agency/Company: DODR  
Reviewers Name: Spencer Pocock  
Reviewers Phone: 720-913-8411  
Reviewers Email: Spencer.Pocock@denvergov.org  
Approval Status: Approved

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

Reviewing Agency: Construction Engineering Review Review Status: Approved

Reviewers Name:  
Reviewers Email:

Status Date: 05/13/2025  
Status: Approved  
Comments: PWPRS Project Number: 2025-ENCROACHMENT-0000028 Tier III 2682 S Cook St Fence and Columns  
Reviewing Agency/Company: Construction Engineering  
Reviewers Name: Kim D. Blair, P.E.  
Reviewers Phone: 7857602244  
Reviewers Email: kim.blair@denvergov.org  
Approval Status: Approved

Comments:

Status Date: 03/20/2025  
Status: Denied  
Comments: What is the width of the sidewalk and what is the dimension from the back of walk to face of the columns.

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

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

Status Date: 04/02/2025  
Status: Approved - No Response  
Comments:

Reviewing Agency: City Forester Review Review Status: Approved w/Conditions

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

Status Date: 04/01/2025  
Status: Approved w/Conditions  
Comments: 2025-ENCROACHMENT-0000028 - 2682 S Cook Fence  
OCF Comments 4-1-25  
1. Plan is approved. NOTE: If additional changes to plan are proposed, especially fence alignment/column



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**Review ID:** 2025-ENCROACHMENT-0000028 **Review Phase:**  
**Location:** **Review End Date:** 04/01/2025

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

locations, include OCF in review process.

2. ATTN: Prior to commencement of construction, install tree protection fencing at limits of work. To success fully preserve front yard tree, it is essential that construction-related activities including foot traffic/work/material storage/excavation remains minimized within dripline of tree.

A. Soil compaction from foot traffic is a leading cause of premature tree decline/death in urban construction settings.

B. Lindens do not react well to construction disturbance, so minimizing construction activity under tree dripline is critical. **REDLINES are uploaded to the E-Review webpage.**

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

Reviewers Name:

Reviewers Email:

Status Date: 03/10/2025

Status: Approved - No Response

Comments:

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

Status Date: 04/02/2025

Status: Approved - No Response

Comments:

Reviewing Agency: ERA Review Review Status: Approved - No Response

Reviewers Name: Shari Bills

Reviewers Email: Shari.Bills@denvergov.org

Status Date: 04/02/2025

Status: Approved - No Response

Comments: