


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 (Sep 14, 2022 07:46 MDT)

ROW NO.: 2022-ENCROACHMENT-0000054

DATE: August 31, 2022

SUBJECT: Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to RPAI Chestnut, LP, their successors and assigns, to encroach into the right-of-way with building overhang of levels 2-8, protruding a maximum distance of 4.65 feet for a length of approximately 100 feet along the east facade of the building at 2099 Chestnut Place.

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

This office has investigated the request from Melyssa Hartzell of Martin/Martin, Inc. dated May 27, 2022, on behalf of RPAI Chestnut, LP for the granting of the above-subject permit.

This matter has been checked by this office and has been coordinated with Asset Management; Colorado Department of Transportation; Comcast Corporation; Division of Disability Rights; Councilperson CdeBaca, District 9; City Forester; Historic Preservation/Landmark; Community Planning and Development: Building & Construction Services, Planning Services; Denver Water Board; Denver Fire Department; Metro Wastewater Reclamation District; Office of Emergency Management; Environmental Health; Parks and Recreation; DOTI: Construction Engineering, Policy and Planning, DES Transportation and Wastewater, Survey, ER Transportation and Wastewater, TES Signing and Striping, and Street Maintenance; CenturyLink Corporation; 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 RPAI Chestnut, LP, their successors and assigns, to encroach into the right-of-way with building overhang of levels 2-8, protruding a maximum distance of 4.65 feet for a length of approximately 100 feet along the east facade of the building at 2099 Chestnut Place.

INSERT ENCROACHMENT LEGAL DESCRIPTION ROW 2022-ENCROACHMENT-0000054-002 HERE

And benefitting the following described parcel of property:

INSERT PARCEL LEGAL DESCRIPTION ROW 2022-ENCROACHMENT-0000054-001 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.

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Phone: 720-865-3003

(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) none

A map of the area is attached hereto.

MB: je

cc: Asset Management, Steve Wirth
City Council Office, Zach Rothmier
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:
RPAI Chestnut, LP
2731 17th St. STE 300
Denver, CO 80211

Agent:
Melyssa Hartzell
Martin/Martin, Inc
12499 W Colfax Ave.
Lakewood, CO 80215

ORDINANCE/RESOLUTION REQUEST

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

Date of Request: **August 31, 2022**

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 RPAI Chestnut, LP, their successors and assigns, to encroach into the right-of-way with building overhang of levels 2-8, protruding a maximum distance of 4.65 feet for a length of approximately 100 feet along the east facade of the building at 2099 Chestnut Place.

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: Jessica Eusebio	Name: Jason Gallardo
Email: Jessica.Eusebio@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 RPAI Chestnut, LP, their successors and assigns, to encroach into the right-of-way with building overhang of levels 2-8, protruding a maximum distance of 4.65 feet for a length of approximately 100 feet along the east facade of the building at 2099 Chestnut Place.

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> <i>(A)</i>	<i>Additional Funds</i> <i>(B)</i>	<i>Total Contract Amount</i> <i>(A+B)</i>

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>

Scope of work:

Was this contractor selected by competitive process?

If not, why not?

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

Source of funds:

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

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

Who are the subcontractors to this contract?

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____



TIER III ENCROACHMENT EXECUTIVE SUMMARY

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

Project Title: 2022-ENCROACHMENT-0000054 - Tier III 2099 Chestnut PI Overhang

Business name: RPAI Chestnut, LP

Description of Encroachment: A building overhang of levels 2-8, protruding a maximum distance of 4.65 feet for a length of approximately 100 feet along the east facade of the building at 2099 Chestnut Place.

Applicant's explanation of why the Public Right of Way must be utilized for a private improvement: The proposed overhang enhances the architectural character of the building while simultaneously creating a covered, protected condition for pedestrians traversing the public right-of-way below and entering the proposed building.

Annual Fees: \$200 per year.

Additional Information: The site is constrained at the North side of the building by utility infrastructure (within private property) that serves the surrounding neighborhood. The overhang enables increased efficiency of the building footprint necessary to creating a feasible project on this unique urban site.

Location Map: Continued on next page.

TIER III ENCROACHMENT EXECUTIVE SUMMARY

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



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02/16/2022 03:22 PM
City & County of Denver
Electronically Recorded

R \$48.00
WD

D \$315.00

2022-ENCROACHMENT-000054-001

SPECIAL WARRANTY DEED
(§ 38-30-113(b), C.R.S.)

THIS SPECIAL WARRANTY DEED, is executed this 10 day of February, 2022 and is effective as of February 15, 2022, by **1917 CHESTNUT PLACE, LLC**, a Colorado limited liability company ("**Grantor**"), for the consideration of Three Million One Hundred Fifty Thousand No/100 Dollars (\$3,150,000.00) in hand paid, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto **RPAI CHESTNUT, LP**, a Colorado limited partnership, whose legal address is 2731 17th Street, Suite 300, Denver, Colorado 80211 ("**Grantee**"), that certain real property in the City and County of Denver, and State of Colorado, commonly known by street address as **2099 Chestnut Place, Denver, Colorado, 80202** and which is legally described on Exhibit A attached hereto and made a part hereof, with all its appurtenances, and warrants the title to the same against all persons claiming under the Grantor subject only to (a) the Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a), and (b) those specific matters set forth on Exhibit B attached to and made a part of this Deed.

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21000310190



~~\$48.00~~

DF \$315.00

2022-ENCROACHMENT-000054-001

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor the day and year first above written.

GRANTOR:

1917 CHESTNUT PLACE, LLC,
a Colorado limited liability company

By: Lorraine I. Spargo
Lorraine I. Spargo, Managing Member

STATE OF Barro California Sur)
) ss.
COUNTY OF Cuba (en local))

The foregoing instrument was acknowledged before me this 10 day of February, 2022, by Lorraine I. Spargo, as the Managing Member of 1917 Chestnut Place, LLC, a Colorado limited liability company.



WITNESS my hand and official seal.

My commission expires: _____

M. del Pilar Orozco
Notary Public

2022-ENCROACHMENT-0000054-001

EXHIBIT A
TO SPECIAL WARRANTY DEED

Legal Description

PARCEL I:

A parcel of land No. TK 2278-09-03A REV.1 of the City and County of Denver, State of Colorado, Regional Transportation District No. 32-UT-101, being a portion of Lots 10 through 15, and a portion of the South 20 feet of vacated 29th Avenue, Block 6, HOYT & ROBINSON'S ADDITION TO DENVER per the plat which is on file with the Clerk and Recorder's Office, recorded in Book 1 at Page 26A on March 11, 1875, in the records of the City and County of Denver, situated in the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 3 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, said parcel being more particularly described as follows:

Beginning at the Northeast corner of said Lot 15;
Thence along the Easterly line of said Lot the following two (2) courses:



Thence South 14°20'10" East, a distance of 82.12 feet;
Thence South 44°50'58" West, a distance of 43.82 feet;
Thence North 45°10'45" West a distance of 185.51 feet to the North line of said South 20.00 feet of vacated 29th Avenue per Ordinance No. 207, Series of 1960, recorded August 8, 1960 in Book 8549 at Page 361, records of said City and County;
Thence South 89°56'31" East, along said North line, a distance of 122.17 feet;
Thence South 00°03'29" West, a distance of 20.00 feet to the North line of said Block;
Thence South 89°56'31" East, along the North line of said Block, a distance of 20.00 feet to the Point of Beginning,

Basis of Bearings: South 68°44'39" East along the line from GPS Point No. 25-1 (a 3 1/4 " aluminum cap in a range box), to Control Point No. 101 (an alloy cap set on a No. 5 rebar), as depicted on Colorado Division of Highways Right of Way Plan Federal and Project No. IR-25-2(198) prepared by McClanahan Surveying Inc.,

City and County of Denver,
State of Colorado.

PARCEL II:

The South 1/2 of the South 1/2 of that parcel of land vacated by Ordinance No. 355, Series of 2000, recorded May 12, 2000 at Reception No. 2000067344, said vacated parcel being described as:

A parcel of land being a part of the West 29th Avenue adjacent to Block 8, HOYT AND ROBINSON'S ADDITION TO DENVER and being a part of the NE 1/4 of the SE 1/4 of

Section 28, Township 3 South, Range 68 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Beginning at the Southeast corner of said Block 8, which point is the point of intersection on the West right-of-way line of Inca Street and the North right-of-way line of West 29th Avenue, from which point the SE corner of the NE 1/4 of the SE 1/4 of said Section 28 bears South 84°07'14" East, 423.96 feet;
Thence South 00°08'30" East, a distance of 60.22 feet to a point on the South right-of way line of West 29th Avenue;
Thence North 89°56'31" West along said South right-of-way line, a distance of 101.48 feet;
Thence departing said South right-of-way line North 28°59'41" West, a distance of 77.21 feet to the Southwest corner of Lot 1, said Block 8, which point is on the North right-of-way line of West 29th Avenue;
Thence North 89°57'27" East along the South line of said Block 8 and along said North right-of-way line, a distance of 149.92 feet, more or less, to the Point of Beginning,



City and County of Denver,
State of Colorado.



PARCELS I AND II ARE ALSO DESCRIBED AS:

parcel of land being a portion of vacated West 29th Avenue as stated in the Ordinance 355-2000 recorded at Reception No. 2000067344 in the records of the Denver County Clerk and Recorder, located in the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

BASIS OF BEARINGS: The Southerly line of Ordinance 355-2000 recorded at Reception No. 2000067344, being assumed to bear North 89°56'31" East.

Beginning at the Southwesterly corner of Ordinance 355-2000 recorded at Reception No. 2000067344; Thence on the Westerly line of said Ordinance, North 38°52'28" West a distance of 19.38 feet;
Thence departing said Westerly line, South 89°53'10" East a distance of 113.61 feet, to a point on the Easterly line of said Ordinance;
Thence on said Easterly line, South 00°01'17" East a distance of 14.97 feet, to the Southeasterly corner of said Ordinance;
Thence on the Southerly line of said Ordinance, North 89°56'31" West a distance of 101.46 feet, to the Point of Beginning,
City and County of Denver,
State of Colorado.

NOTE: The following Disclosure is made pursuant to C.R.S. 38-35-106.5, said description created: Survey prepared by: JR Engineering, LLC,
Under Job No.: 1591400LX01, dated: May 11, 2017.

EXHIBIT B
TO SPECIAL WARRANTY DEED

2022-ENCROACHMENT-000054-001

Permitted Exceptions

1. TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.
2. RESERVATION OF EASEMENTS IN ORDINANCE NO. 207, SERIES OF 1960 RECORDED AUGUST 8, 1960 IN BOOK 8549 AT PAGE 361.
3. RESERVATION OF EASEMENTS IN ORDINANCE NO. 355, SERIES OF 2000 RECORDED MAY 12, 2000 AT RECEPTION NO. 2000067344.
4. THOSE MATTERS DISCLOSED BY ALTA/NSPS LAND TITLE SURVEY, DATED JANUARY 19, 2017 AND LAST REVISED AUGUST 16, 2018 PREPARED BY JR. ENGINEERING, UNDER JOB NO. 15914.00.



2022-ENCROACHMENT-0000054-001

**R A T I F I C A C I Ó N
D E F I R M A**

ACTO:
RATIFICACIÓN DE FIRMA.

REGISTRO NOTARIAL:
4556.

DE FECHA:
09 DE FEBRERO DEL 2022.

COMPARECIÓ:
LA SEÑORA LORRAINE IRENE SPARGO.

2022-ENCROACHMENT-000054-001

---- LA SUSCRITA LICENCIADA **MARÍA DEL PILAR GARCÍA OROZCO**, NOTARIO PÚBLICO NÚMERO DIECISIETE EN EL ESTADO, CON EJERCICIO EN EL MUNICIPIO DE LOS CABOS Y CON RESIDENCIA EN LA CIUDAD DE CABO SAN LUCAS, MUNICIPIO DE LOS CABOS, BAJA CALIFORNIA SUR, **HACE CONSTAR Y CERTIFICA:** QUE ANTE MÍ FUERON PUESTAS DE PUÑO Y LETRA LAS FIRMAS QUE CALZAN LOS DOCUMENTOS QUE ANTECEDEN, POR LA SEÑORA **LORRAINE IRENE SPARGO**.-----

----- LA COMPARECIENTE MANIFESTO BAJO PROTESTA DE DECIR VERDAD SER: -----

----- LA SEÑORA **LORRAINE IRENE SPARGO**, SER DE NACIONALIDAD ESTADOUNIDENSE, ORIGINARIA DE CANADÁ, DONDE NACIÓ EL DÍA DIECISÉIS DE NOVIEMBRE DE MIL NOVECIENTOS CINCUENTA Y DOS, AGENTE DE BIENES RAÍCES, ESTADO CIVIL SOLTERA, CON DOMICILIO EN DOS MIL DOSCIENTOS QUINCE PASEO DE AMÉRICAS, SUITE VEINTICINCO, SAN DIEGO, CALIFORNIA, ESTADOS UNIDOS DE AMÉRICA, CÓDIGO POSTAL NOVENTA Y DOS MIL CIENTO CINCUENTA Y CUATRO, QUIEN SE IDENTIFICÓ ANTE LA SUSCRITA NOTARIO CON SU PASAPORTE ESTADOUNIDENSE, EXPEDIDO POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMÉRICA, Y ACREDITO SU LEGAL ESTANCIA EN EL PAÍS CON SU DOCUMENTO MIGRATORIO EXPEDIDO POR EL INSTITUTO NACIONAL DE MIGRACIÓN, DE LAS CUALES COPIA COTEJADA SE AGREGAN A MÍ ARCHIVO DE RATIFICACIONES Y AL PRESENTE CON LEGAJOS MARCADOS CON LA LETRA "A" Y "B".-----



----- RATIFICANDO EN ESTE ACTO, LAS FIRMAS QUE CALZAN LOS DOCUMENTOS QUE ANTECEDEN MAS NO SU CONTENIDO POR ESTAR REDACTADOS EN IDIOMA INGLES. ESTA RATIFICACIÓN NO PREJUZGA LA VALIDEZ DEL CONTENIDO DE LOS DOCUMENTOS, LEVANTÁNDOSE PARA SU CONSTANCIA EL REGISTRO NÚMERO **4556 (CUATRO MIL QUINIENTOS CINCUENTA Y SEIS)** DE FECHA NUEVE DE FEBRERO DEL AÑO DOS MIL VEINTIDÓS.-----

----- **DOY FE.** -----

Lorraine Irene Spargo

LORRAINE IRENE SPARGO

M. del Pilar García Orozco

LICENCIADA MARÍA DEL PILAR GARCÍA OROZCO
NOTARIO PÚBLICO NÚMERO DIECISIETE
EN CABO SAN LUCAS, BAJA CALIFORNIA SUR



----- THE UNDERSIGNED **MARÍA DEL PILAR GARCÍA OROZCO**, NOTARY PUBLIC SEVENTEEN OF THE STATE, WITH EXERCISE IN THE MUNICIPALITY OF LOS CABOS, AND RESIDENCE IN CABO SAN LUCAS, MUNICIPALITY LOS CABOS, BAJA CALIFORNIA SUR, **STATES AND CERTIFIES:** THAT THE SIGNATURES BY MISS **LORRAINE IRENE SPARGO** IN THE DOCUMENTS THAT PRECEDE WERE PRINTED BEFORE ME. -----

----- THE INDIVIDUAL MANIFESTED, UNDER OATH, TO BE: -----

----- MISS **LORRAINE IRENE SPARGO**, WITH AMERICAN NATIONALITY, BORN IN CANADA ON NOVEMBER SIXTEEN OF NINETEEN FIFTY TWO, REAL ESTATE AGENT, UNMARRIED, WITH ADDRESS IN TWO THOUSAND TWO HUNDRED FIFTEEN PASEO DE LAS AMERICAS, SUITE TWENTY-FIVE, SAN DIEGO, CALIFORNIA, UNITED STATES OF AMERICA, ZIP CODE NINETY-TWO THOUSAND ONE HUNDRED FIFTY FOUR, WHO WAS IDENTIFIED BY ME WITH AMERICAN PASSPORT, ISSUED BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND JUSTIFIED HER LEGAL STAY IN THE COUNTRY WITH THE MIGRATORY DOCUMENT ISSUED BY THE NATIONAL MIGRATORY INSTITUTE (*INSTITUTO NACIONAL DE MIGRACIÓN*), OF WHICH ATTESTED COPY IS ATTACHED HERETO AND TO MY CERTIFICATION RECORD UNDER EXHIBITS "A" AND "B". -----

----- CERTIFYING IN THIS ACT THE SIGNATURES PRINTED IN THE DOCUMENTS THAT PRECEDE, BUT NOT IT'S CONTENT AS IT IS WRITTEN IN ENGLISH LANGUAGE. THIS CERTIFICATION DOES NOT PREJUDGE THE VALIDITY OF THE CONTENT OF THE DOCUMENTS. CERTIFICATION RECORD UNDER FILE **4556 (FOUR THOUSAND FIVE HUNDRED FIFTY SIX)** DATED FEBRUARY NINTH TWENTY TWENTY TWO. -----

----- **WITNESS TO** -----

LORRAINE IRENE SPARGO

LICENCIADA MARÍA DEL PILAR GARCÍA OROZCO

NOTARIO PÚBLICO NÚMERO DIECISIETE
EN CABO SAN LUCAS, BAJA CALIFORNIA SUR



[THIS DOCUMENT DOES NOT HAVE ANY VALIDITY AS IT IS ONLY TRANSLATED FOR REFERENCE]

EXHIBIT A
SHEET 1 OF 2

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF DIVISION STREET RIGHT-OF-WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE 28 FOOT RANGE LINE IN INCA STREET AND THE 20 FOOT RANGE LINE IN WEST 29TH AVENUE; THENCE S10°59'29"E A DISTANCE OF 40.71 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF DIVISION STREET EXTENDED, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°44'10"E A DISTANCE OF 4.13 FEET;

THENCE S14°44'40"E A DISTANCE OF 99.33 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CHESTNUT PLACE EXTENDED;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY OF CHESTNUT PLACE EXTENDED, S44°30'17"W A DISTANCE OF 4.65 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF DIVISION STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF DIVISION STREET AND ITS EXTENSION THEREOF, N14°44'40"W A DISTANCE OF 102.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.009 ACRES OR 404 SQUARE FEET MORE OR LESS.

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

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE 20' RANGE LINE IN WEST 29TH AVENUE ASSUMED TO BEAR N89°44'10"E BEING MONUMENTED BY A FOUND #8 REBAR IN RANGE BOX AT THE INTERSECTION OF 28' RANGE LINE IN INCA STREET AND THE 20' RANGE LINE OF WEST 29TH AVENUE AND A FOUND 2-1/2" ALUMINUM CAP PLS # ILLEGIBLE AT THE INTERSECTION OF THE 10' RANGE LINE IN HURON STREET AND 20' RANGE LINE IN WEST 29TH AVENUE.

PREPARED BY LUCAS WILCOX
REVIEWED BY RICHARD A. NOBBE, PLS #23899
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
303-431-6100
JULY 14, 2022
JOB NO. 21.0655



Richard A. Nobbe PLS
Digitally signed by Richard A. Nobbe PLS
DN: C=US,
E=rnobb@martinmartin.com,
O=Martin/Martin Inc.,
CN=Richard A. Nobbe PLS
Date: 2022.07.15
10:58:51-06'00'

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2

RANGE POINT INCA STREET
AND WEST 29TH AVENUE
FOUND #8 REBAR
IN RANGE BOX
P.O.C.

RANGE POINT HURON ST.
AND WEST 29TH AVE.
FOUND 2-1/2" ALUM. CAP
PLS # ILLEG. IN RANGE BOX

20' RANGE LINE
N89°44'10"E 354.19'
(BASIS OF BEARING)

20' RANGE LINE

R.O.W. VACATION
ORD. 355, SERIES 2000
REC. # 2000067344

W. 29TH AVE.

RANGE POINT
1' W.C. FOUND
#8 REBAR
IN RANGE BOX

TO BE VACATED BY
SEPARATE DOCUMENT

P.O.B.

N89°44'10"E
4.13'

R.O.W. VACATION
ORD. 207, SERIES 1960
BK. 8549 PG. 361

10' RANGE LINE
S14°44'40"E 121.56'
(DIVISION ST.)

11

PARCEL CONTAINS
404 SQ. FT. OR
0.009 ACRES ±

12

ORD. W. 20TH AVE.
SERIES 2003

13

BLOCK 6
HOYT &
ROBINSON'S

14

15

S14°44'40"E 99.33'
N14°44'40"W 102.74'

CHESTNUT PL.

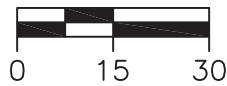
RANGE POINT
FOUND 2" BRASS CAP
PLS #38189
IN RANGE BOX

R.O.W. LINE

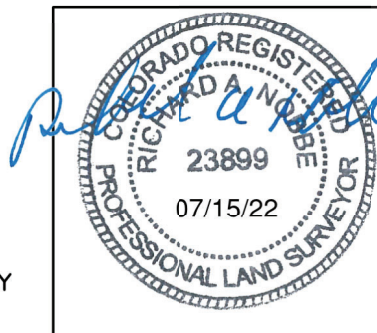
S44°30'17"W
4.65'

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

JULY 14, 2022



SCALE: 1"=30'
ALL LINEAL
DIMENSIONS ARE IN
U.S. SURVEY FEET



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

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