



APPLICATION
ENCROACHMENT INTO PUBLIC RIGHT-OF-WAY

Please complete this application to apply for a Tier II or Tier III Encroachment Permit. Please reference Rules and Regulations for Encroachments in the Public Right of Way for more details on the right of way encroachment process. Please type or print. If necessary attach additional sheets to fully answer any of the following sections. The legal description must be submitted with the application. Submit the complete application electronically to: Denver.PWERA@denvergov.org.

DATE: 9/23/2019

ASSOCIATED PROJECT NAME: Snooze an AM Eatery

DEVELOPMENT SERVICES LOG NUMBER: (if applicable)

PROPOSED LOCATION OF ENCROACHMENT:

Address: 2262 Larimer Street, Denver, Colorado 80205

Location Description: (Example: Located on the South side of 23rd Avenue, twenty (20) feet from face of curb, and ten (10) feet west of pavement on Private Drive. The footprint of the sign is four (4) square feet.)

Encroach into the right-of-way with an existing patio and awning on the Park Avenue side of the building at 2262 Larimer Street. The existing patio extends 6'-0" from the building into the right-of-way and is 50'-0" long. bottom of the awning is a 8'-0" above the sidewalk. There is a patio railing between the support posts with 3-season canvas panels that can be lowered during cold weather. The footprint of the patio is 300 square feet.

ENCROACHMENT TIER: (Select Requesting Official Determination if you believe Encroachment to be a Tier I)

- Tier II
Tier III
Requesting Official Determination

APPLICANT:

Name: Phil Weick
Company (if applicable): Snooze an AM Eatery Title: VP of Real Estate
Address: 3001 Brighton Blvd., Suite 303, Denver, Colorado 80216
Telephone number: (720) 459-3113 Email address: pweick@snoozeeatery.com

OWNER OF ENCROACHMENT (Who the permit is issued to): [X] Check if the same as Applicant

Company: Snooze an AM Eatery
Owner Contact: Phil Weick
Address: 3001 Brighton Blvd., Suite 303, Denver, Colorado 80216
Telephone Number: (720) 459-3113 Email address: pweick@snoozeeatery.com

ANNUAL FEE BILLING INFORMATION: [X] Check if the same as Owner

Company:
Billing Contact:
Billing Address:
Telephone Number: Email address:

**DESCRIPTION OF PROPOSED ENCROACHMENT:**

In the space below, describe the proposed encroachment including the type, dimensions, and quantity of objects. If the space below is not sufficient to describe the encroachment, please attach the description as a separate document. Additionally, provide a site plan in 11" X 17" PDF with the location and dimensions of the encroachment, property lines, structures, curb/flowline, sidewalk, poles, bus stops, etc. Please reference the [Rules and Regulations for Encroachments in the Public Right of Way](#) for additional application requirements.

Encroach into the right-of-way with an existing patio and awning on the Park Avenue side of the building at 2262 Larimer Street. The existing patio extends 6'-0" from the building into the right-of-way and is 50'-0" long. Bottom of the awning is a 8'-0" above the sidewalk. The awning is supported with metal posts at 5'-0" on center with a metal railing between the posts. Three-season canvas panels can drop down between the posts during cold weather. The footprint of the patio is 300 square feet.

**EXPLANATION:**

Please explain why the public right-of-way is needed for this private improvement:

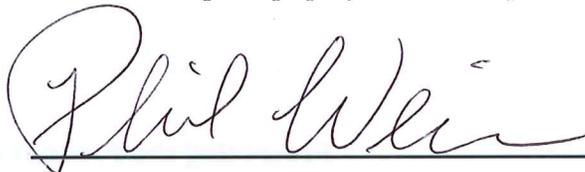
This location is a downtown location and the property line is located right at the exterior face of the building wall. There is no available property to locate the patio on private property.

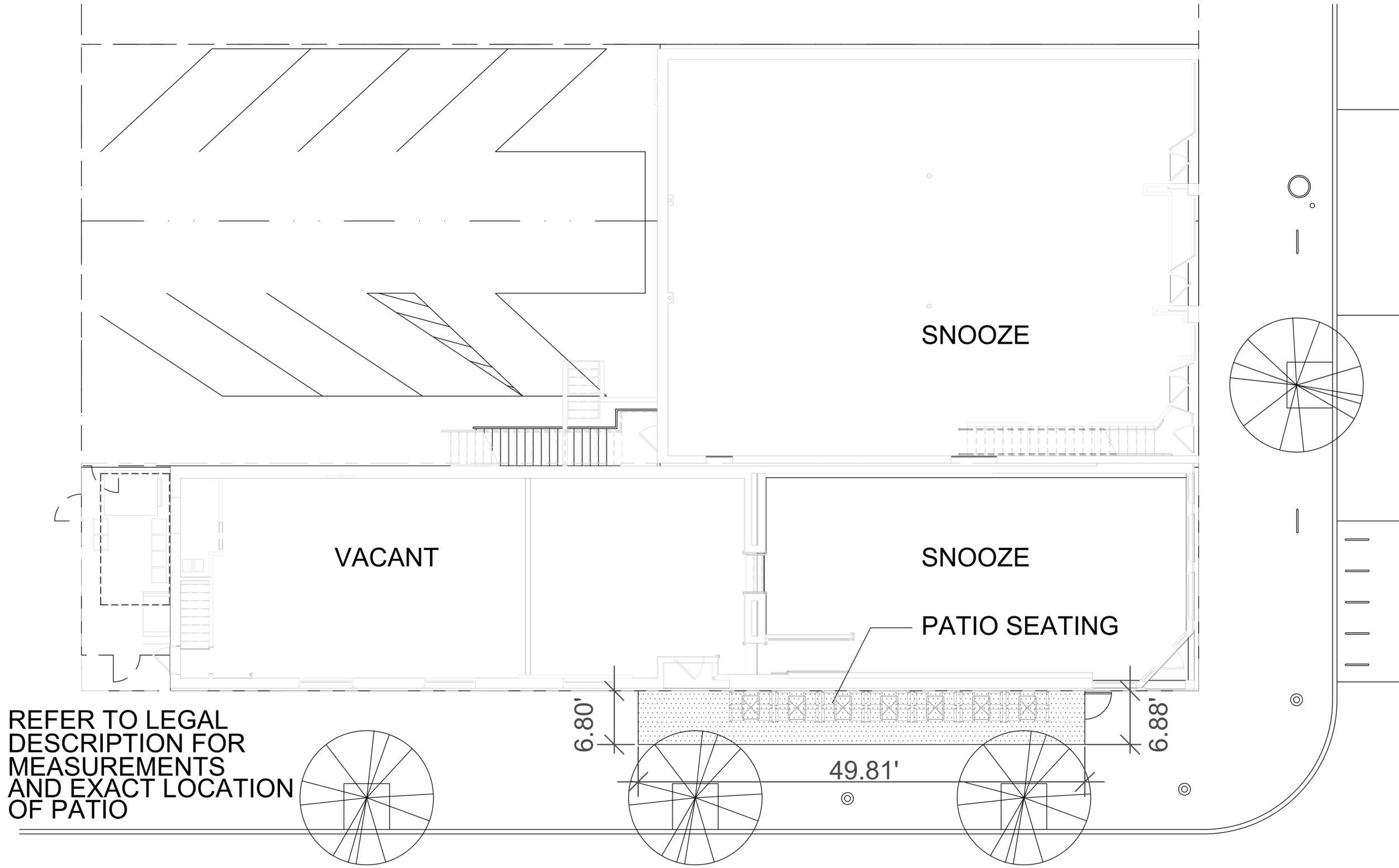
**INDEMNITY AND INSURANCE:**

By submitting this permit application, the permit holder agrees as a condition for the permit requested to either:

- (a) Post with the Executive Director of Public Works, a bond in a penal sum not to exceed \$50,000 with sureties approved by the Executive Director; or
- (b) Obtain and keep current a policy of public liability insurance in the name of the permittee, with the CCD as a named insured, with the minimum limits of coverage of \$50,000/\$100,000 for bodily injury and \$5,000 for property damage, covering the location of the Encroachment on the public property for which the permit is issued.

I understand and agree:

  
\_\_\_\_\_



REFER TO LEGAL  
DESCRIPTION FOR  
MEASUREMENTS  
AND EXACT LOCATION  
OF PATIO

**EXHIBIT A  
LAND DESCRIPTION**

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

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

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

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

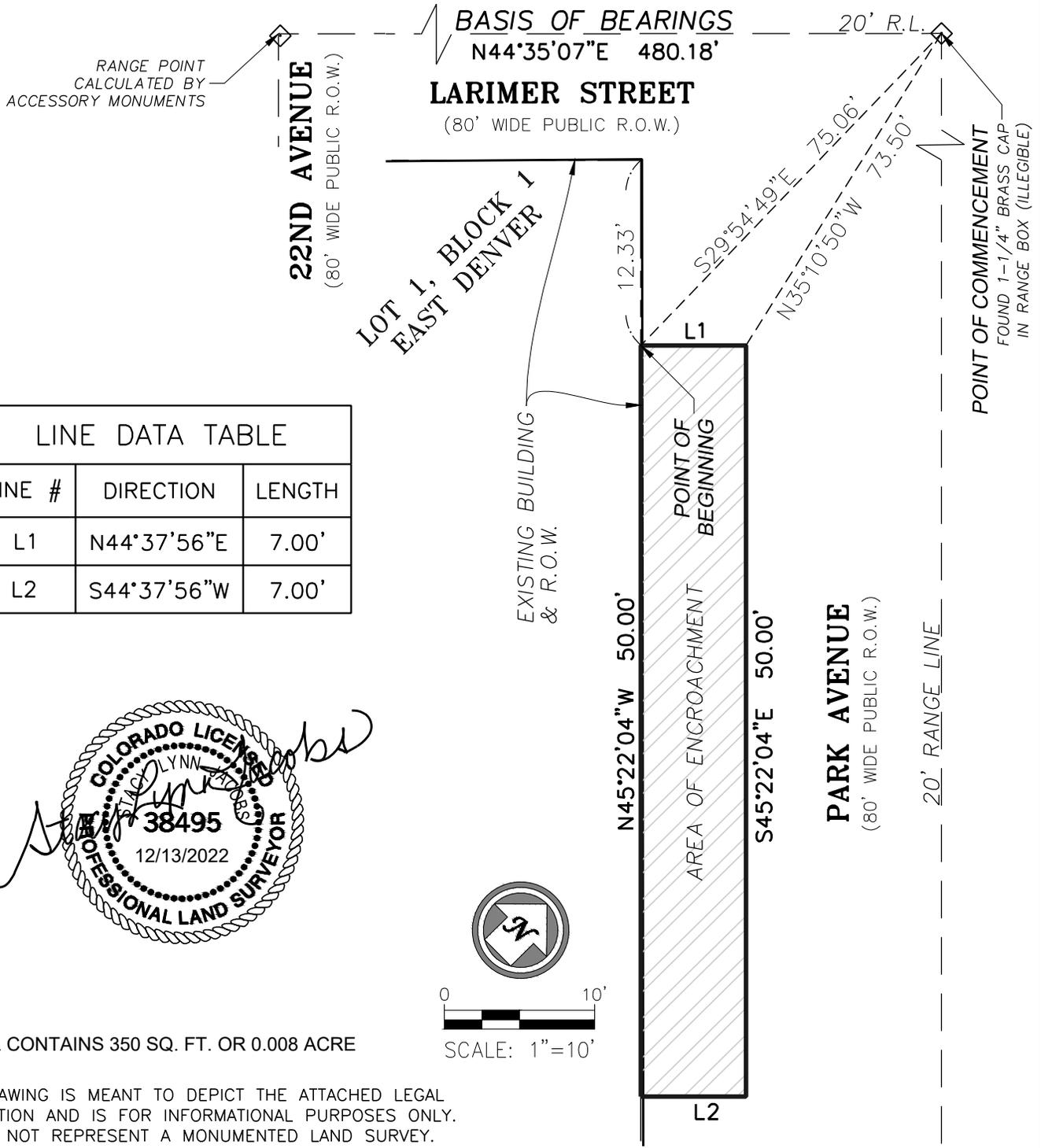
BEARINGS ARE BASED ON THE 20-FOOT RANGE LINE IN LARIMER STREET, BETWEEN PARK AVENUE AND 22ND STREET. SAID LINE IS ASSUMED TO BEAR SOUTH 44°35'07" EAST, MONUMENTED AT NORTHEAST END BY A 1-14" BRASS CAP (ILLEGIBLE) IN RANGE BOX AND AT THE SOUTHWEST END BY ACCESSORY MONUMENTS. ALL LINEAL DIMENSIONS ARE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



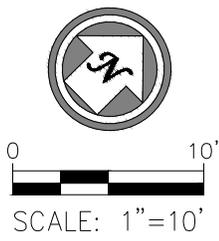
STACY LYNN JACOBS, PLS  
COLORADO REG. NO. 38495  
FOR, AND ON BEHALF OF:  
R&R ENGINEERS-SURVEYORS, INC.  
SN22200 ENCR

# EXHIBIT A

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



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



PARCEL CONTAINS 350 SQ. FT. OR 0.008 ACRE

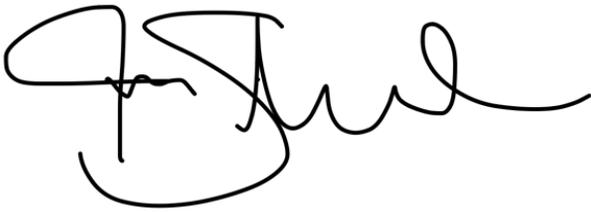
**NOTE**  
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

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

To whom it May concern:

I, Jon Schlegel, am the property owner of the building located at 2262 Larimer Street, Denver, CO 80205 in which Snooze, an A.M. Eatery is currently a tenant. I hereby give Snooze, an A.M. Eatery the authorization to submit a Right-of-Way Encroachment application for the patio enclosure that is located adjacent to their premises along Park Avenue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jon Schlegel', with a large, stylized initial 'J'.

Jon Schlegel

303-475-5238

[Jon@AttimoWine.com](mailto:Jon@AttimoWine.com)



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company  
Issuing Office: 55 Madison Street, Suite 155, Denver, CO 80206  
Issuing Office's ALTA® Registry ID: 1122954

**Inquiries Should Be Directed To:**

Millie Ondo or April O'Hara  
Phone: (303)209-6671; Email: mondo@firstam.com  
Commitment Number: 5506-4020404  
Issuing Office File Number: 5506-4020404  
Property Address: 2252 Larimer Street, and 2260 Larimer, Denver, CO  
APN: 02342-22-047-000 and 02342-22-001-000  
Revision Number:

**SCHEDULE A**

1. Commitment Date: December 01, 2022 at 8:00 a.m.
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
Proposed Insured: A natural person or legal entity to be determined  
Proposed Amount of Insurance: \$5,000.00  
The estate or interest to be insured: See Item 3 below
  - b. ALTA® Standard Loan Policy  
Proposed Insured: Lender To Be Determined  
Proposed Amount of Insurance: \$1,000.00  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple interest
4. [The Title is, at the Commitment Date, vested in:](#)  
  
Corleone Import Export, LLC, a Colorado limited liability company who acquired title as Snooze Real Estate, LLC, a Colorado limited liability company
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

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Premiums:

Owner's Policy: \$ 405.00 (50% Reissue Rate)

Lender's Policy: \$ 150.00 (Concurrent Loan Rate)

Tax Certificate Fee: \$ 50.00

Endorsement(s): \$

To Be Determined Fee

\$100.00

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Commitment No. 5506-4020404

**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Statement of Authority for Corleone Import Export, LLC, a Colorado limited liability company, evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.
9. Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured.
10. Deed of Trust sufficient to mortgage the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured.
11. Full release of the Deed of Trust from Snooze Real Estate, LLC, a Colorado limited liability company to secure an indebtedness in the principal sum of \$477,674.00, and any other amounts and/or obligations secured thereby, dated January 11, 2006 and recorded January 17, 2006 at Reception No. [2006010938](#).

Trustee: Public Trustee of Denver County

Beneficiary: Peak National Bank

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NOTE: The above Deed of Trust secures a Revolving Line of Credit.

NOTE: Assignment of Leases and Rents recorded January 17, 2006 at Reception No. [2006010939](#), given in connection with the above Deed of Trust.

12. Full release of the Deed of Trust from Snooze Real Estate, LLC, a Colorado limited liability company to secure an indebtedness in the principal sum of \$274,076.00, and any other amounts and/or obligations secured thereby, dated January 11, 2006 and recorded January 17, 2006 at Reception No. [2006010942](#).

Trustee: Public Trustee of Denver County  
Beneficiary: The City and County of Denver

NOTE: An instrument purporting to modify the terms of said Deed of Trust recorded January 14, 2009, at Reception No. [2009004181](#).

NOTE: An instrument purporting to modify the terms of said Deed of Trust recorded June 03, 2011, at Reception No. [2011060390](#).

13. Full release of the Deed of Trust from Corleone Import Export, LLC, a Colorado limited liability company to secure an indebtedness in the principal sum of \$2,672,252.00, and any other amounts and/or obligations secured thereby, dated May 26, 2022 and recorded May 27, 2022 at Reception No. [2022072016](#).

Trustee: Public Trustee of Denver County  
Beneficiary: Fortis Private Bank

NOTE: Assignment of Rents recorded May 27, 2022 at Reception No. [2022072017](#), given in connection with the above Deed of Trust.

NOTE: Disburser's Notice recorded May 27, 2022 at Reception No. [2022072018](#), given in connection with the above Deed of Trust.

14. An ALTA/NSPS Land Title Survey in form, content and certification as may form the basis for issuing endorsement(s) OEC Delete 1-3 in connection with the Owner's policy(ies) to be issued hereunder and/or deletion of items 1-3 from Schedule B of the Lender's policy(ies) to be issued.

NOTE: Exception may be made to any adverse matters disclosed by the ALTA/NSPS Land Title Survey.

NOTE: This Commitment is subject to such further Exceptions and Requirements as may appear necessary when the instruments called for above have been recorded and the name of the Grantee has been disclosed.

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Commitment No. 5506-4020404

### **SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Notes and easements as shown on the Plat of East Denver recorded June 29, 1869 in Plat [Book 1 at Page 1A](#).

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10. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Request for Administrative Variance for Existing Steps Basement Steps and Alley Door Threshold recorded December 28, 2000 at Reception No. [2000187649](#).
11. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Agreement recorded January 2, 2001 at Reception No. [2001000255](#).
12. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Ordinance No. 342, Series of 2002 recorded May 8, 2002 at Reception No. [2002084731](#) pertaining to Ballpark Neighborhood Historic District.
13. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Commercial Real Estate Lease recorded January 27, 2003 at Reception No. [2003014281](#).
14. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Right-to-Use Agreement recorded January 17, 2006 at Reception No. [2006010937](#).
15. The Comprehensive Streetscape Plan in instrument recorded April 13, 2006 at Reception No. [2006057480](#).
16. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Ordinance No. 563, Series of 2007, regarding the Consolidated Larimer Street Pedestrian Mall Local Maintenance District recorded October 12, 2007 at Reception No. [2007159840](#) and Ordinance No. 602, Series of 2008 recorded November 14, 2008 at Reception No. [2008155693](#) and Ordinance No. 469, Series of 2011 recorded September 23, 2011 at Reception No. [2011105781](#) and Ordinance No. 471, Series recorded September 28, 2012 at Reception No. [2012132575](#) and Ordinance No. 0534, Series of 2014 recorded October 1, 2014 at Reception No. [2014119335](#), Series of 2014 and Ordinance No. ORD 15-0704 recorded October 21, 2015 at Reception No. [2015148526](#), Series of 2015 and Ordinance No. 20160887 recorded October 3, 2016 at Reception No. [2016154088](#), Series of 2016 and Ordinance No. 20171114, Series of 2017 and Ordinance No. 20181109, Series of 2018 recorded October 31, 2018 at Reception No. [2018140979](#) and Ordinance No. 20191138, Series of 2019 recorded November 22, 2019 at Reception No. [2019165453](#) and Ordinance No. 20201105, Series of 2020 recorded November 6, 2020 at Reception No. [2020185761](#) and Ordinance No. 20211168, Series of 2021 recorded November 3, 2021 at Reception No. [2021206235](#) and Ordinance No. 20211168, Series of 2021 recorded November 8, 2021 at Reception No. [202108364](#) and Ordinance No. 20221227, Series of 2022 recorded November 3, 2022 at Reception No. [2022138113](#).
17. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Ordinance No. ORD16-0321, Series of 2016 recorded June 29, 2016 at Reception No. [2016084823](#).

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18. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Resolution 20191358 and Resolution CR19-1358, Series of 2020 recorded January 9, 2020 at Reception No. [2020003148](#).
19. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Denver Assessor's Parcel Reconfiguration Form recorded May 4, 2022 at Reception No. [2022060351](#) and re-recorded October 14, 2022 at Reception No. [2022131092](#).
20. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Denver Assessor's Parcel Reconfiguration Form recorded November 17, 2022 at Reception No. [2022142332](#).
21. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Ordinance No. 761, Series of 2006, regarding the 22nd Street and Park Avenue West Pedestrian Mall Local Maintenance District recorded November 17, 2006 at Reception No. [2006186089](#) and Ordinance No. 638, Series of 2008 recorded November 21, 2008 at Reception No. [2008159463](#) and Ordinance No. 718, Series of 2009 recorded December 4, 2009 at Reception No. [2009157289](#) and Ordinance No. 634, Series of 2010 recorded November 29, 2010 at Reception No. [2010137849](#) and Ordinance No. 585, Series of 2011 recorded November 29, 2011 at Reception No. [2011133721](#) and Ordinance No. 585, Series of 2012 recorded November 26, 2012 at Reception No. [2012162139](#) and Ordinance No. 617, Series of 2013 recorded November 25, 2013 at Reception No. [2013169599](#) and Ordinance No. 0557, Series of 2014 recorded October 8, 2014 at Reception No. [2014122516](#) and Ordinance No. 2015-0824, Series of 2015 recorded November 18, 2015 at Reception No. [2015161427](#) and Ordinance No. 20161030, Series of 2016 recorded November 23, 2016 at Reception No. [2016164515](#) and Ordinance No. 2017-1186, Series of 2017 recorded November 22, 2017 at Reception No. [2017153493](#) and Ordinance No. 20181214, Series of 2018 recorded November 21, 2018 at Reception No. [2018150048](#) and Ordinance No. 20191129, Series of 2019 recorded November 22, 2019 at Reception No. [2019165444](#) and Ordinance No. 20201209, Series of 2020 recorded November 30, 2020 at Reception No. [2020198999](#) and Ordinance No. 20211154, Series of 2021 recorded November 30, 2021 at Reception No. [2021219164](#) and Ordinance No. 20221260, Series of 2022 recorded November 25, 2022 at Reception No. [2022144301](#).
22. Any existing leases or tenancies.

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**EXHIBIT A**

The Land referred to herein below is situated in the County of Denver, State of Colorado, and is described as follows:

LOT 1, LOT 2 AND LOT 3, EXCEPT 2 FEET 9 INCHES IN WIDTH BY 125 FEET IN DEPTH OFF THE SOUTHWESTERLY SIDE OF SAID LOT 3, BLOCK 62, EAST DENVER, AS SHOWN ON THE DENVER ASSESSOR'S PARCEL RECONFIGURATION FORM RECORDED NOVEMBER 17, 2022 AT RECEPTION NO. [2022142332](#), CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

C.R.S. 10-11-122 (4), 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.

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

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.**

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

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, 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:**

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

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**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.**

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

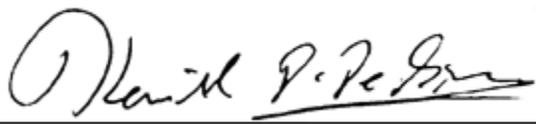
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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, this Commitment terminates and the Company's liability and obligation end.

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- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**11. ARBITRATION**

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

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Form 50095700 (12-17-21)

## Tier III Enclosed Patio Snooze at 2262 Larimer St

01/10/2023

<b>Master ID:</b> 2019-PROJMSTR-0000601	<b>Project Type:</b> Tier III Encroachment Resolution
<b>Review ID:</b> 2019-ENCROACHMENT-0000313	<b>Review Phase:</b>
<b>Location:</b> 2262 Larimer St	<b>Review End Date:</b> 12/06/2019

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

Reviewing Agency: DS Transportation Review	Review Status: Approved
--	-------------------------

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

**Status Date:** 08/08/2022  
**Status:** Approved  
**Comments:** From: DOTI.ER@denvergov.org <DOTI.ER@denvergov.org>  
 Sent: Friday, August 5, 2022 2:12 PM  
 To: Christensen, Mindy L. - DOTI Sr Engineer <Mindy.Decker@denvergov.org>; DOTI Engineering Regulatory <DOTI.ER@denvergov.org>  
 Subject: Electronic Review: 2019-ENCROACHMENT-0000313 - Tier III Enclosed Patio Snooze at 2262 Larimer St

PWPRS Project Number: 2019-ENCROACHMENT-0000313 - Tier III Enclosed Patio Snooze at 2262 Larimer St  
 Reviewing Agency/Company: City & County of Denver/DOTI DES Transportation  
 Reviewers Name: Mindy Decker  
 Reviewers Phone: 7208653216  
 Reviewers Email: mindy.decker@denvergov.org  
 Approval Status: Approved

**Status Date:** 12/06/2019  
**Status:** Denied  
**Comments:** The extent of the encroachment's projection into the public right-of-way must be reduced. Revise the design to increase the clear sidewalk width between the patio encroachment, including its support columns and footings, and the adjacent tree grates, from 4.3 feet to 5 feet minimum. Metal tree grates do not qualify as an acceptable walking surface for purposes of minimum sidewalk width.

Reviewing Agency: DS Project Coordinator Review	Review Status: Approved - No Response
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**Status Date:** 12/07/2019  
**Status:** Approved - No Response  
**Comments:**

Reviewing Agency: Survey Review	Review Status: Approved
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**Reviewers Name:** Thomas Savich  
**Reviewers Email:** thomas.savich@denvergov.org

**Status Date:** 01/10/2023  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2019-ENCROACHMENT-0000313 - Tier III Enclosed Patio Snooze at 2262 Larimer St  
 Reviewing Agency/Company: DOTI/ROWS/SURVEY

# Comment Report

## Tier III Enclosed Patio Snooze at 2262 Larimer St

01/10/2023

**Master ID:** 2019-PROJMSTR-0000601      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2019-ENCROACHMENT-0000313      **Review Phase:**  
**Location:** 2262 Larimer St      **Review End Date:** 12/06/2019

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

Reviewers Name: Thomas Savich  
Reviewers Phone: 818.809.8753  
Reviewers Email: thomas.savich@denvergov.org  
Approval Status: Approved

Comments:

Attachment: Site Plan-001.pdf

Attachment: Title Commiment-001.pdf

Attachment: WD2006010936-001.pdf

Attachment: WD2006010936-001.docx

Attachment: Encroachment Description-002.pdf

Attachment: Encroachment Description-002.docx

Status Date: 12/05/2019

Status: Denied

Comments: A description and exhibit of the encroachment area is needed and must be prepared by a professional land surveyor.

**REDLINES uploaded to E-review webpage**

Reviewing Agency: DES Wastewater Review

Review Status: Approved

Reviewers Name: Kelsey Kijowski

Reviewers Email: Kelsey.Kijowski@denvergov.org

Status Date: 12/03/2019

Status: Approved

Comments:

Reviewing Agency: City Council Referral

Review Status: Approved - No Response

Status Date: 12/07/2019

Status: Approved - No Response

Comments:

Reviewing Agency: ERA Transportation Review

Review Status: Approved w/Conditions

Reviewers Name: Christina Baca

Reviewers Email: christina.baca@denvergov.org

Status Date: 08/08/2022

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2019-ENCROACHMENT-0000313 - Tier III Enclosed Patio Snooze at 2262 Larimer St

Reviewing Agency/Company: DOTI ROWS ER Transportation

Reviewers Name: Chris Baca

Reviewers Phone: 7209138060

# Comment Report

## Tier III Enclosed Patio Snooze at 2262 Larimer St

01/10/2023

**Master ID:** 2019-PROJMSTR-0000601      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2019-ENCROACHMENT-0000313      **Review Phase:**  
**Location:** 2262 Larimer St      **Review End Date:** 12/06/2019

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

Reviewers Email: christina.baca@denvergov.org  
Approval Status: Approved with conditions

**Comments:**

Permit can be issued with conditions noted under paragraph (a) of SPECIAL CONDITIONS OF THIS PERMIT indicating that the property owner must comply with City accessible criteria ensuring minimum pedestrian access route (PAR) width is provided adjacent to the patio and exclusive of the tree grates if the property owner physically changes this existing structure or replaces it with something new at any point in the future. Minimum PAR width will be in accordance with current City Rules and Regulations and Standards at the time of proposed changes and will be equal to or greater than 5 feet.

**Status Date:** 08/08/2022  
**Status:** Approved w/Conditions  
**Comments:** PWPRS Project Number: 2019-ENCROACHMENT-0000313 - Tier III Enclosed Patio Snooze at 2262 Larimer St  
Reviewing Agency/Company: DOTI ROWS ER Transportation  
Reviewers Name: Chris Baca  
Reviewers Phone: 7209138060  
Reviewers Email: christina.baca@denvergov.org  
Approval Status: Approved with conditions

**Comments:**

Permit can be issued with conditions noted under paragraph (a) of SPECIAL CONDITIONS OF THIS PERMIT indicating that the property owner must comply with City accessible criteria ensuring minimum pedestrian access route (PAR) width is provided adjacent to the patio and exclusive of the tree grates if the property owner physically changes this existing structure or replaces it with something new at any point in the future. Minimum PAR width will be in accordance with current City Rules and Regulations and Standards at the time of proposed changes and will be equal to or greater than 5 feet.

**Status Date:** 12/05/2019  
**Status:** Denied  
**Comments:** The encroachment does not comply with the Transportation Standards and Details. Per drawing 13.2 - Sidewalk Clear Zones, a minimum of 5 feet Clear Sidewalk Pedestrian Access Route (PAR) must be maintained for a streetscape of 21 feet or less. Provide a minimum of 5 feet PAR between the tree wells and the proposed encroachment.

Reviewing Agency: ERA Wastewater Review      Review Status: Approved

Reviewers Name: Steven Forvilly  
Reviewers Email: Steven.Forvilly@denvergov.org

**Status Date:** 12/02/2019  
**Status:** Approved  
**Comments:**

Reviewing Agency: CenturyLink Referral      Review Status: Approved

**Status Date:** 05/04/2020  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2019-ENCROACHMENT-0000313 - Tier III Enclosed Patio Snooze at 2262 Larimer St  
Reviewing Agency/Company: CenturyLink  
Reviewers Name: Stephanie Canary  
Reviewers Phone: 3524258763  
Reviewers Email: stephanie.canary@centurylink.com

# Comment Report

## Tier III Enclosed Patio Snooze at 2262 Larimer St

01/10/2023

**Master ID:** 2019-PROJMSTR-0000601      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2019-ENCROACHMENT-0000313      **Review Phase:**  
**Location:** 2262 Larimer St      **Review End Date:** 12/06/2019

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

Approval Status: Approved

Comments:

Engineer Robert Davis had No Objection to this existing Encroachment.

Status Date: 12/07/2019

Status: Approved - No Response

Comments:

Reviewing Agency: Xcel Referral

Review Status: Approved

Status Date: 12/09/2019

Status: Approved

Comments: PWPRS Project Number: 2019-ENCROACHMENT-0000313 - Tier III Enclosed Patio Snooze at 2262 Larimer St

Reviewing Agency/Company: Public Service Company of Colorado dba Xcel Energy

Reviewers Name: Donna George

Reviewers Phone: 303-571-3306

Reviewers Email: donna.l.george@xcelenergy.com

Approval Status: Approved

Comments:

Status Date: 12/07/2019

Status: Approved - No Response

Comments:

Reviewing Agency: RTD Referral

Review Status: Approved - No Response

Status Date: 12/07/2019

Status: Approved - No Response

Comments:

Reviewing Agency: Comcast Referral

Review Status: Approved - No Response

Status Date: 12/07/2019

Status: Approved - No Response

Comments:

Reviewing Agency: Metro Wastewater Referral

Review Status: Approved - No Response

Status Date: 12/07/2019

Status: Approved - No Response

Comments:

Reviewing Agency: Street Maintenance Referral

Review Status: Approved - No Response

Status Date: 12/07/2019

Status: Approved - No Response

Comments:

Reviewing Agency: Office of Emergency Management Referral

Review Status: Approved - No Response

# Comment Report

## Tier III Enclosed Patio Snooze at 2262 Larimer St

01/10/2023

**Master ID:** 2019-PROJMSTR-0000601      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2019-ENCROACHMENT-0000313      **Review Phase:**  
**Location:** 2262 Larimer St      **Review End Date:** 12/06/2019

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

**Status Date:** 12/07/2019  
**Status:** Approved - No Response  
**Comments:**

**Reviewing Agency:** Building Department Review      **Review Status:** Approved

**Reviewers Name:** Eric Browning  
**Reviewers Email:** Eric.Browning@denvergov.org

**Status Date:** 12/04/2019  
**Status:** Approved  
**Comments:** #1C Permit issued for the canopy in 2008. Permit #08010469.

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

**Reviewers Name:** Jillynn Lubenow  
**Reviewers Email:** jillynn.lubenow@denvergov.org

**Status Date:** 12/06/2019  
**Status:** Approved  
**Comments:**

**Reviewing Agency:** Denver Fire Department Review      **Review Status:** Approved

**Reviewers Name:** Jeremiah Willmott  
**Reviewers Email:** jeremiah.willmott@denvergov.org

**Status Date:** 12/09/2019  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2019-ENCROACHMENT-0000313 - Tier III Enclosed Patio Snooze at 2262 Larimer St  
Reviewing Agency/Company: Denver Fire Department  
Reviewers Name: Jeremiah Willmott  
Reviewers Phone: 720-865-2966  
Reviewers Email: jeremiah.willmott@denvergov.org  
Approval Status: Approved

**Comments:**

**Status Date:** 12/05/2019  
**Status:** Approved - No Response  
**Comments:**

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

**Status Date:** 12/09/2019  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2019-ENCROACHMENT-0000313 - Tier III Enclosed Patio Snooze at 2262 Larimer St  
Reviewing Agency/Company: Denver Water  
Reviewers Name: Kela Naso  
Reviewers Phone: 303-628-6302  
Reviewers Email: kela.naso@denverwater.org  
Approval Status: Approved

# Comment Report

## Tier III Enclosed Patio Snooze at 2262 Larimer St

01/10/2023

**Master ID:** 2019-PROJMSTR-0000601      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2019-ENCROACHMENT-0000313      **Review Phase:**  
**Location:** 2262 Larimer St      **Review End Date:** 12/06/2019

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

Comments:

Status Date: 12/07/2019  
Status: Approved - No Response  
Comments:

Reviewing Agency: Parks and Recreation Review

Review Status: Approved

Reviewers Name: Emily McKee  
Reviewers Email: Emily.McKee@denvergov.org

Status Date: 12/09/2019  
Status: Approved  
Comments: PWPRS Project Number: 2019-ENCROACHMENT-0000313 - Tier III Enclosed Patio Snooze at 2262 Larimer St  
Reviewing Agency/Company: Parks Planning Design and Construction  
Reviewers Name: Emily McKee  
Reviewers Phone: 7209135862  
Reviewers Email: emily.mckee@denvergov.org  
Approval Status: Approved

Comments:

Status Date: 12/07/2019  
Status: Approved - No Response  
Comments:

Reviewing Agency: Policy and Planning Referral

Review Status: Approved - No Response

Status Date: 12/07/2019  
Status: Approved - No Response  
Comments:

Reviewing Agency: Denver Office of Disability Rights Referral

Review Status: Approved

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

Status Date: 12/06/2019  
Status: Approved  
Comments:

Reviewing Agency: Construction Engineering Review

Review Status: Approved

Reviewers Name: Joe Saejiw  
Reviewers Email: joe.saejiw@denvergov.org

Status Date: 12/03/2019  
Status: Approved  
Comments:

Reviewing Agency: TES Sign and Stripe Review

Review Status: Approved - No Response

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

# Comment Report

## Tier III Enclosed Patio Snooze at 2262 Larimer St

01/10/2023

**Master ID:** 2019-PROJMSTR-0000601      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2019-ENCROACHMENT-0000313      **Review Phase:**  
**Location:** 2262 Larimer St      **Review End Date:** 12/06/2019

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

**Status Date:** 12/07/2019  
**Status:** Approved - No Response  
**Comments:**

**Reviewing Agency:** City Forester Review      **Review Status:** Approved

**Reviewers Name:** Nick Evers  
**Reviewers Email:** Nick.Evers@denvergov.org

**Status Date:** 12/06/2019  
**Status:** Approved  
**Comments:** Existing patio has limited impact on adjacent ROW trees - approved. Existing ROW trees are to remain.

**Reviewing Agency:** Landmark Review      **Review Status:** Approved

**Reviewers Name:** Rebecca Dierschow  
**Reviewers Email:** becca.dierschow@denvergov.org

**Status Date:** 12/05/2019  
**Status:** Approved  
**Comments:** approved by landmark staff in 2007 under record 2007L00466 - Project 447-07

**Reviewing Agency:** ERA Review      **Review Status:** Approved w/Conditions

**Reviewers Name:** Devin Price  
**Reviewers Email:** Devin.Price@denvergov.org

**Status Date:** 11/15/2019  
**Status:** Approved w/Conditions  
**Comments:** Legal parcel description will need to be provided before final approval is given.