

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. 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.

ENCROACHMENT OWNER/ADJACENT PROPERTY OWNER:

The adjacent property owner 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: _____
Contact Name: Andrew Oliver
Property Address: 50 S Bellaire St. Denver, CO 80246
Billing Address: 50 S Bellaire St. Denver, CO 80246
Telephone Number: 952.201.4867 Email Address: andrew.wells.oliver@gmail.com

OWNER REPRESENTATIVE: ☐ Check if the same as Adjacent Property Owner

Company Name: Chalet Development LLC
Contact Name: ShirleeJae Illsley
Address: 517 E Bayaud Ave. Denver, CO 80209
Telephone Number: 720.765.2615 Email Address: shirleejae@chaletcolorado.com

ENCROACHMENT INFORMATION:

Project Name: 50 S Bellaire St. Retaining Wall
Adjacent Property Address: 50 S Bellaire St. Denver, CO 80246
Coordinates (Lat/Long): 39.715008630089436, -104.93701449999999
Encroachment Area, in SF: Approx. 445 SF

City and County of Denver — Department of Transportation & Infrastructure
Right-of-Way Services | Engineering & Regulatory
201 West Colfax Ave. Dept. 507 | Denver, CO 80202
www.denvergov.org/doti
Phone: 720-865-3003

Is this project associated with a LAND DEVELOPMENT REVIEW?

Yes ☐ No ☒ If 'Yes', provide Project Master, Site Plan and/or Concept Development Project Numbers:

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.)

Approximately 79'-6" foot of retaining wall bordering S Bellaire St. at the east starts approximately 1'-8" south of the north property line and extends 79'-6" to the south. From S Bellaire St. (primary street), retaining wall footer starts 5'-3 1/2" east of the face of curb (storm water flow line) and extends approximately 5'-4" to the east.

Description of Encroachment:

Describe the proposed encroachment, including the type, dimensions, and quantity of objects. If the space below is not enough space to describe the encroachment, attach the description as a sheet. Additionally, provide required application materials in accordance with the Permit Entrance Requirements. It is not acceptable to use "please see attached plans" or other vague descriptors.

Short, brick retaining wall with iron railing on top, in between intermittent brick pilasters. This site wall is used to retain grade and provide proper site drainage. This wall is kept 6" off the side walk for future R.O.W. maintenance. Since this wall has been built in context with the neighborhood and adjacent property, a Tier III encroachment is requested to maintain legal integrity of the property and built environment.

Justification 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. It is not acceptable to use "you want/need it" or other vague descriptors.

The site retaining wall is necessary for the site grading at the front (west) side of the property to retain existing grade and provide adequate drainage from the site. In the case there is no retaining wall, this site would require regrading to maintain historical drainage patterns and regrading would then effect the existing grade at the property edge. This brick retaining wall remains 6" off the new sidewalk and is contextually appropriate for the neighborhood as mentioned above in the description. This neighborhood contains similar retaining walls at the sidewalk edge.

FOR ER INTERNAL USE ONLY:

Tier Determination:

Project Number:

Initials:

APPLICATION

FOR ENCROACHMENTS & ENCUMBRANCES IN THE PUBLIC RIGHT-OF-WAY

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ENCROACHMENT OWNER/ADJACENT PROPERTY OWNER:

The adjacent property owner 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: _____
Contact Name: Andrew Oliver
Property Address: 80 S Bellaire St. Denver, CO 80246
Billing Address: 80 S Bellaire St. Denver, CO 80246
Telephone Number: 952.201.4867 Email Address: _____

OWNER REPRESENTATIVE: ☐ Check if the same as Adjacent Property Owner

Company Name: Chalet Development LLC
Contact Name: ShirleeJae Illsley
Address: 517 E Bayaud Ave. Denver, CO 80209
Telephone Number: 720.765.2615 Email Address: shirleejae@chaletcolorado.com

ENCROACHMENT INFORMATION:

Project Name: 50-80 S Bellaire St. Retaining Wall
Adjacent Property Address: 80 S Bellaire St. Denver, CO 80246
Coordinates (Lat/Long): 39.715349532230185, -104.9370359576708
Encroachment Area, in SF: Approx. 860 SF

City and County of Denver — Department of Transportation & Infrastructure
Right-of-Way Services | Engineering & Regulatory
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Is this project associated with a LAND DEVELOPMENT REVIEW?

Yes ☐ No ☒ If 'Yes', provide Project Master, Site Plan and/or Concept Development Project Numbers:

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.)

Approximately 104' foot of retaining wall bordering S Bellaire St at the east starts 10'-0" south of north property line and extends past the south property line by approximately 4'-11". From Bellaire St. (primary street), retaining wall footer starts 5'-2 5/8" east of the face of curb (storm water flow line), approximately 5'-4" west of property line. Then retaining wall bordering Bayaud Avenue (side street) extends approximately 56' to the east.

Description of Encroachment:

Describe the proposed encroachment, including the type, dimensions, and quantity of objects. If the space below is not enough space to describe the encroachment, attach the description as a sheet. Additionally, provide required application materials in accordance with the Permit Entrance Requirements. It is not acceptable to use "please see attached plans" or other vague descriptors.

Short, brick retaining wall with iron railing on top, in between intermittent brick pilasters. This site wall is used to retain grade and provide proper site drainage. This wall is kept 6" off the side walk for future R.O.W. maintenance. this wall is in line with the existing neighboring retaining walls. Since this wall has been built in context with the neighborhood, Tier III encroachment is requested to maintain legal integrity of the property and built environment.

Justification 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. It is not acceptable to use "you want/need it" or other vague descriptors.

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FOR ER INTERNAL USE ONLY:

Tier Determination:

Project Number:

Initials:

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:

PRINT NAME:

COMPANY:

ShirleeJae Illsley

ShirleeJae Illsley

Chalet Development LLC

Digitally signed by ShirleeJae Illsley
DN: C=US, E=shirleej@chaletcolorado.com,
O=Chalet, CN=ShirleeJae Illsley
Reason: I attest to the accuracy and integrity of
this document
Date: 2024.04.05 10:14:59-06'00'

DATE: 04/04/2024

TITLE: Applicant (Owner Representative)



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:

- ☒ [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 1st 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

City and County of Denver — Department of Transportation & Infrastructure

Right-of-Way Services | Engineering & Regulatory
201 West Colfax Ave. Dept. 507 | Denver, CO 80202

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Phone: 720-865-3003



- ☒ Construction Materials
- ☒ Projection from building
- ☒ Distance from Encroachment to the nearest flowline
- ☒ 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 1st 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	\$300.00	\$300.00
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:

DATE:

09-06-2023

PRINT NAME:

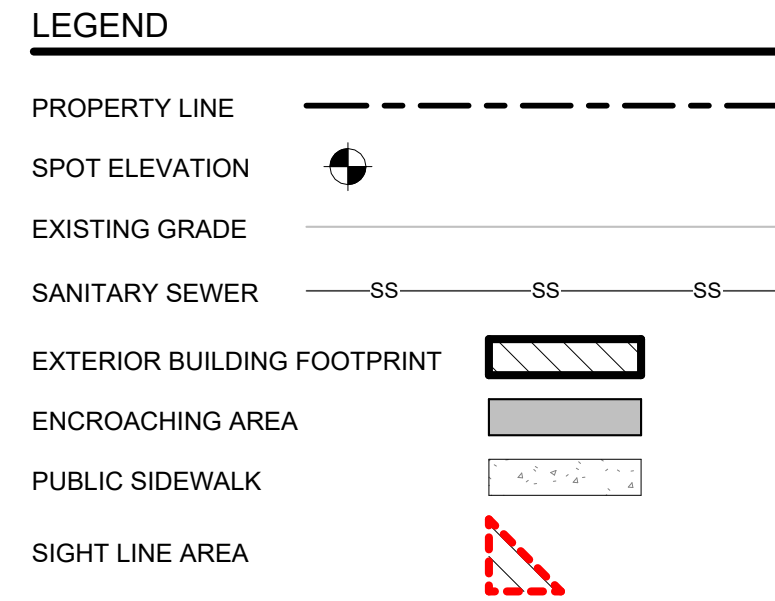
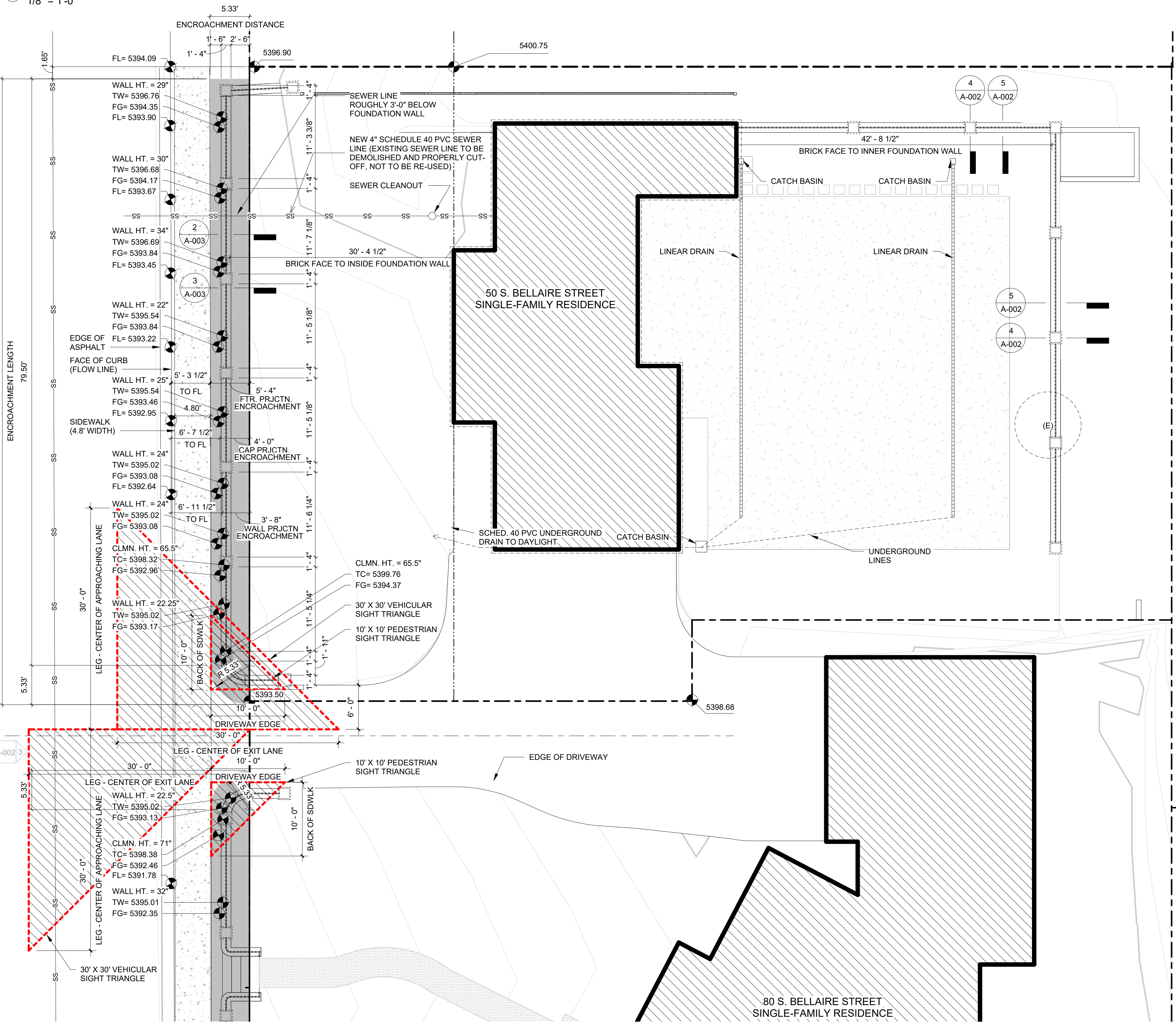
Tony Quatren

EMAIL:

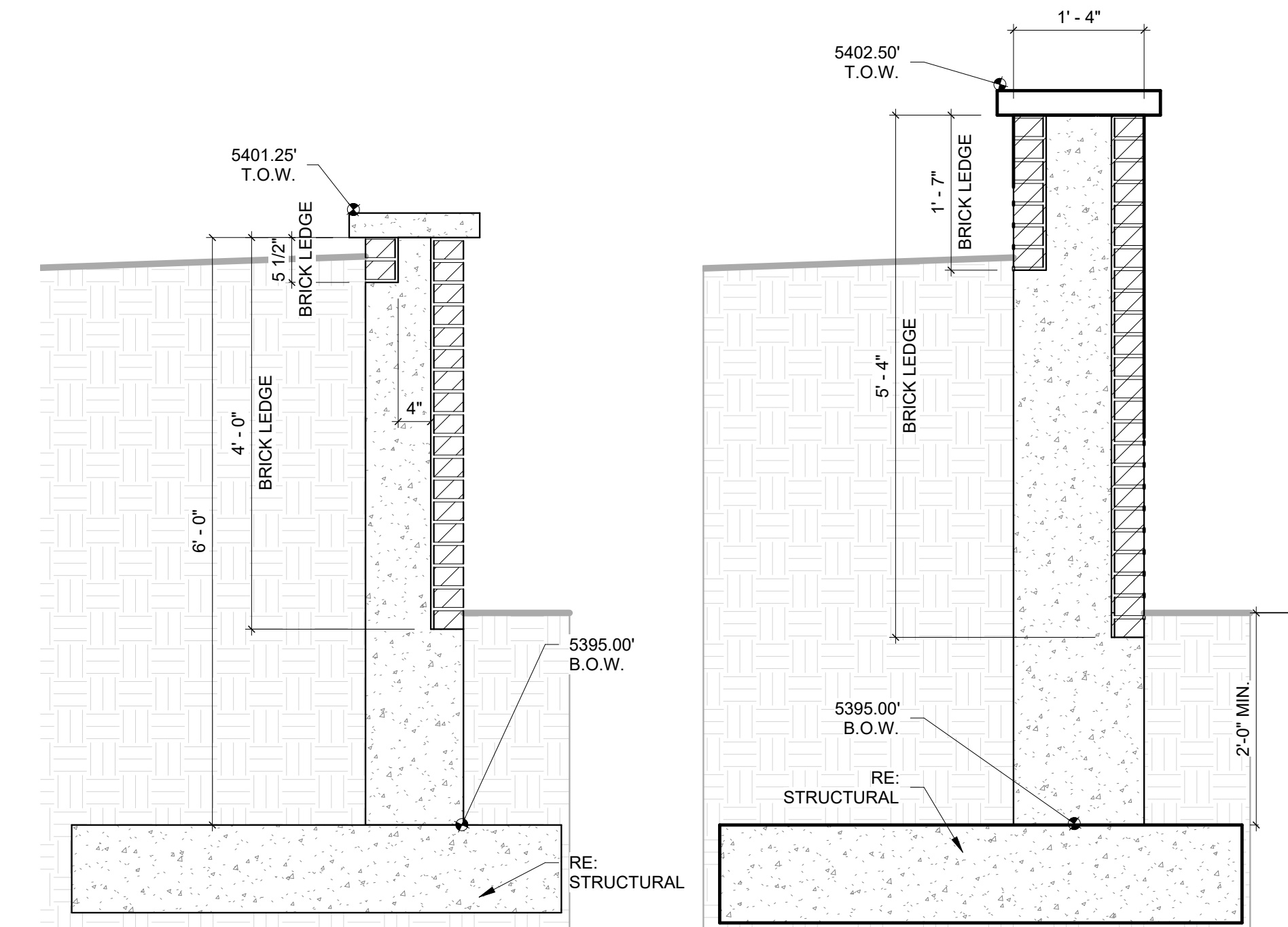
Tony@CHALETcolorado.com

COMPANY:

CHALET



- SIGHT TRIANGLE RULES OF MEASUREMENT**
- PEDESTRIAN SIGHT TRIANGLE**
MUST BE SHOWN AT EACH DRIVEWAY AND ALLEY.
- 10' LEG LOCATED AT EDGE OF DRIVEWAY
 - 10' LEG LOCATED AT BACK OF SIDEWALK
 - NO ITEMS WIDER THAN 18 INCHES MAY BE TALLER THAN 30"
- INTERSECTION SIGHT TRIANGLE**
MUST BE SHOWN AT EVERY INTERSECTION.
- 30' LEG LOCATED AT EDGE OF STREET FLOWLINE
 - 30' LEG LOCATED AT EDGE OF INTERSECTING FLOWLINE
 - NO ITEMS MAY BE TALLER THAN 30" EXCEPT FOR TRAFFIC CONTROL DEVICES AND EQUIPMENT.
- ROADWAY SIGHT TRIANGLE**
MUST BE SHOWN AT EACH DRIVEWAY, ALLEY, AND INTERSECTION.
- PER AASHTO STANDARDS:
- ONE LEG LOCATED AT CENTER OF EXIT LANE, 18' BACK OF THE EDGE OF TRAVELED WAY
 - OTHER LEG LENGTH BASED ON PER AASHTO DEPARTURE TRIANGLE STANDARDS AND LOCATED AT CENTER OF APPROACHING LANE
 - NO ITEMS WIDER THAN 18 INCHES MAY BE TALLER THAN 30" EXCEPT FOR STREET TREES AND TRAFFIC CONTROL DEVICES AND EQUIPMENT



4 NORTH/EAST SITE WALL COLUMN DETAIL
3/4" = 1'-0"

5 NORTH/EAST SITE WALL DETAIL
3/4" = 1'-0"

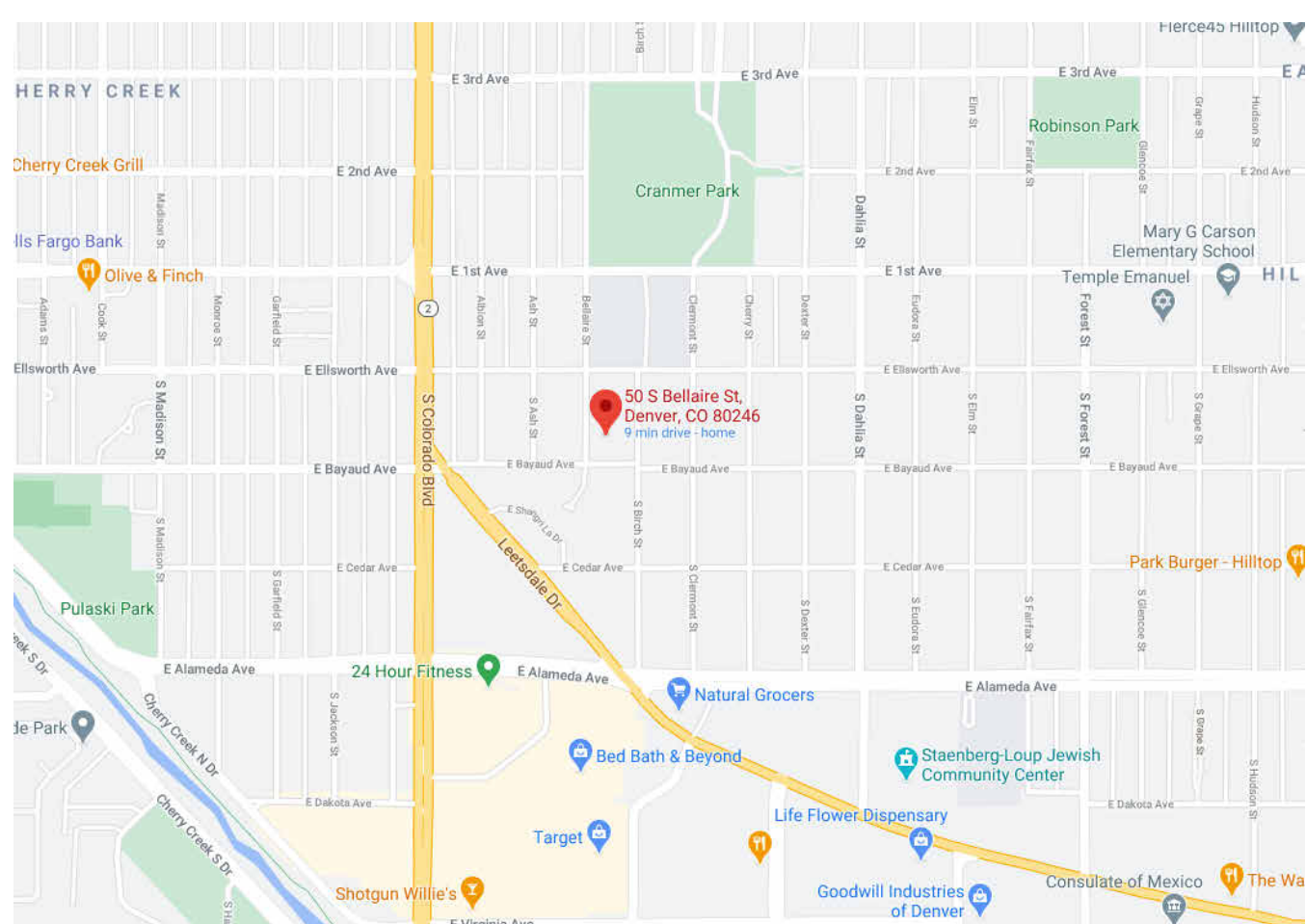
CONTACT		Chalet John Mattingly 303-282-0787																																								
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DRAWN BY: TQ																																										
CHECKED BY: CK																																										
SCALE: As indicated																																										
SHEET NO.																																										
A-002																																										
OF - SHEETS																																										



The Oliver Residence

80 S Bellaire St
Denver, CO 80246

Vicinity Map



Abbreviations

BEV	BEVERAGE	FRZR	FREEZER	T/G	TONGUE AND GROOVE
B.O.	BOTTOM OF	FURN	FURNACE	TJI	TRUSS JOIST H-BEAM
CAB	CABINET	GYP	GYPSUM	T.O.	TOP OF
C.O.	CASED OPENING	HDR	HEADER	T.O.C.	TOP OF CONCRETE
CPT	CARPET	LVL	LAMINATED VENEER LUMBER	T.O.P.	TOP OF PLATE
DN	DOWN	MW	MICROWAVE	TYP	TYPICAL
DW	DISH WASHER	C.C.	ON CENTER	WD	WOOD
(E)	EXISTING	P.T.	PRESSURE TREATED	WH	WATER HEATER
ELEV.	ELEVATION	REF	REFRIGERATOR		

APPLICABLE CODES & DESIGN CRITERIA

CODE REFERENCES:

2021 INTERNATIONAL BUILDING CODE (IBC)
2021 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2021 INTERNATIONAL PLUMBING CODE (IPC)
2021 INTERNATIONAL MECHANICAL CODE (IMC)
2021 INTERNATIONAL RESIDENTIAL CODE (IRC)
2021 INTERNATIONAL FUEL GAS CODE (IFGC)
2021 INTERNATIONAL FIRE CODE (IFC)
2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2021 NATIONAL ELECTRICAL CODE (NEC) ADOPTED BY COLORADO (NEC)
2022 DENVER GREEN CODE (VOLUNTARY) (DGC)
ICC/ANSI A117.1-2009 AMERICAN NATIONAL STANDARD -
ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
2010 DENVER ZONING CODE, AS AMENDED (DZC)
2019 DENVER BUILDING AND FIRE CODE, AS AMENDED (DBC)
2019 DMCA FOR SITE SPECIFIC LOADS

IECC COMPLIANCE:

N/A FOR SCOPE OF WORK

CLIMATIC & GEOGRAPHIC DESIGN CRITERIA:

WIND SPEED - 100 MPH, EXPOSURE C - 3 SECOND GUST
SEISMIC DESIGN CATEGORY - B
FROST DEPTH - 36"

PROJECT INFORMATION

PROJECT NAME: OLIVER RESIDENCE
PROJECT ADDRESS: 80 S BELLAIRE ST, DENVER, CO 80246
ZONING: E-SU-G
BUILDING FORM: URBAN HOUSE
BUILDING USE: SINGLE FAMILY RESIDENCE
LEGAL DESCRIPTION: THE EASTERN CAPITOL HILL SUB B56 PT PLOT 4 & 5 BEG SW CORPLOT 5 TH N
114FT E 60FT N 11FT E 65.14FT S 125FT W 125.04FTTPOB
SCOPE OF WORK: RETAINING WALL

OWNER NAME: ELAINE AND ANDREW OLIVER
OWNER ADDRESS: 80 S BELLAIRE ST, DENVER, CO 80246

PROJECT TEAM

BUILDING DESIGNER

BUILDING DESIGNER
NAME: CHALET DESIGN LLC
CONTACT: JOHN MATTINGLY
ADDRESS: 517 E BAYAUD AVE
DENVER, CO 80209
PHONE: 720.473.5498
EMAIL: JOHN@CHALETCOLORADO.COM

STRUCTURAL ENGINEER

STRUCTURAL ENGINEER
NAME: IMEG CORP.
CONTACT: ADAM PRZESZLOWSKI, P.E.
ADDRESS: 1400 GLENARM PLACE, STE. 100
DENVER, CO, 80202
PHONE: 303.623.4927
EMAIL: ADAM.PRZESZLOWSKI@IMEGCORP.COM

SURVEYOR

NAME: HARRIS KOCHER SMITH
CONTACT: MIGUEL A. ROMERO
ADDRESS: 1120 LINCOLN ST. STE. 1000
 DENVER, CO 80203
PHONE: 303.623.6300
EMAIL: HARRISKOCHERSMITH.COM

Sheet Index

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SP-001	Unnamed
SP-002	Unnamed
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G-001	GENERAL INFO
3 - ARCHITECTURAL	
A-00	SITE PLAN - TRAFFIC STUDY
A-001	SITE PLAN
A-005	SITE PLAN - TRAFFIC STUDY
A-100	FOUNDATION PLAN
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A-102	2ND FLOOR
A-103	MAIN FLOOR FRAMING PLAN
A-104	2ND FLOOR FRAMING PLAN
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A-202	EXTERIOR ELEVATIONS
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A-401	WALL SECTIONS

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Sheet Number	Sheet Name
A-402	WALL SECTIONS
A-403	DETAILS
A-404	DETAILS
A-500	STAIR SECTIONS
4 - INTERIORS	
I-400	ENLARGED PLANS AND ELEVATIONS
I-401	ENLARGED PLANS AND ELEVATIONS
I-402	ENLARGED PLANS AND ELEVATIONS
I-601	TILE LAYOUTS
5 - ELECTRICAL	
E-100	ELECTRICAL PLAN MAIN FLOOR
E-101	ELECTRICAL PLAN UPPER LEVEL
E-102	ELECTRICAL EXTERIOR ELEVATIONS
7- PLUMBING	
P-100	PLUMBING PLAN MAIN FLOOR
P-101	PLUMBING PLAN UPPER LEVEL

DESCRIPTION

NO.	DATE
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DATE: 12/17/2025 4:54:44 PM

DESIGNED BY: JM

RAWN BY: TQ

CHECKED BY: CK

SCALE:

SHEET NO.

G-001

- SHEETS

1

John Mattingly
303-282-0787

GENERAL INFO

300-003 DELLAMINE ST, DENVER, CO 80270

217 East Bayland Avenue
Denver, Colorado 80209
Phone: 303.282.0787



CHALEI

SIGHT TRIANGLE RULES OF MEASUREMENT

PEDESTRIAN SIGHT TRIANGLE

- MUST BE SHOWN AT EACH DRIVEWAY AND ALLEY.
- 10' LEG LOCATED AT EDGE OF DRIVEWAY
 - 10' LEG LOCATED AT BACK OF SIDEWALK
 - NO ITEMS WIDER THAN 18 INCHES MAY BE TALLER THAN 30"

INTERSECTION SIGHT TRIANGLE

- MUST BE SHOWN AT EVERY INTERSECTION.
- 30' LEG LOCATED AT EDGE OF STREET FLOWLINE
 - 30' LEG LOCATED AT EDGE OF INTERSECTING FLOWLINE
 - NO ITEMS MAY BE TALLER THAN 30" EXCEPT FOR TRAFFIC CONTROL DEVICES AND EQUIPMENT.

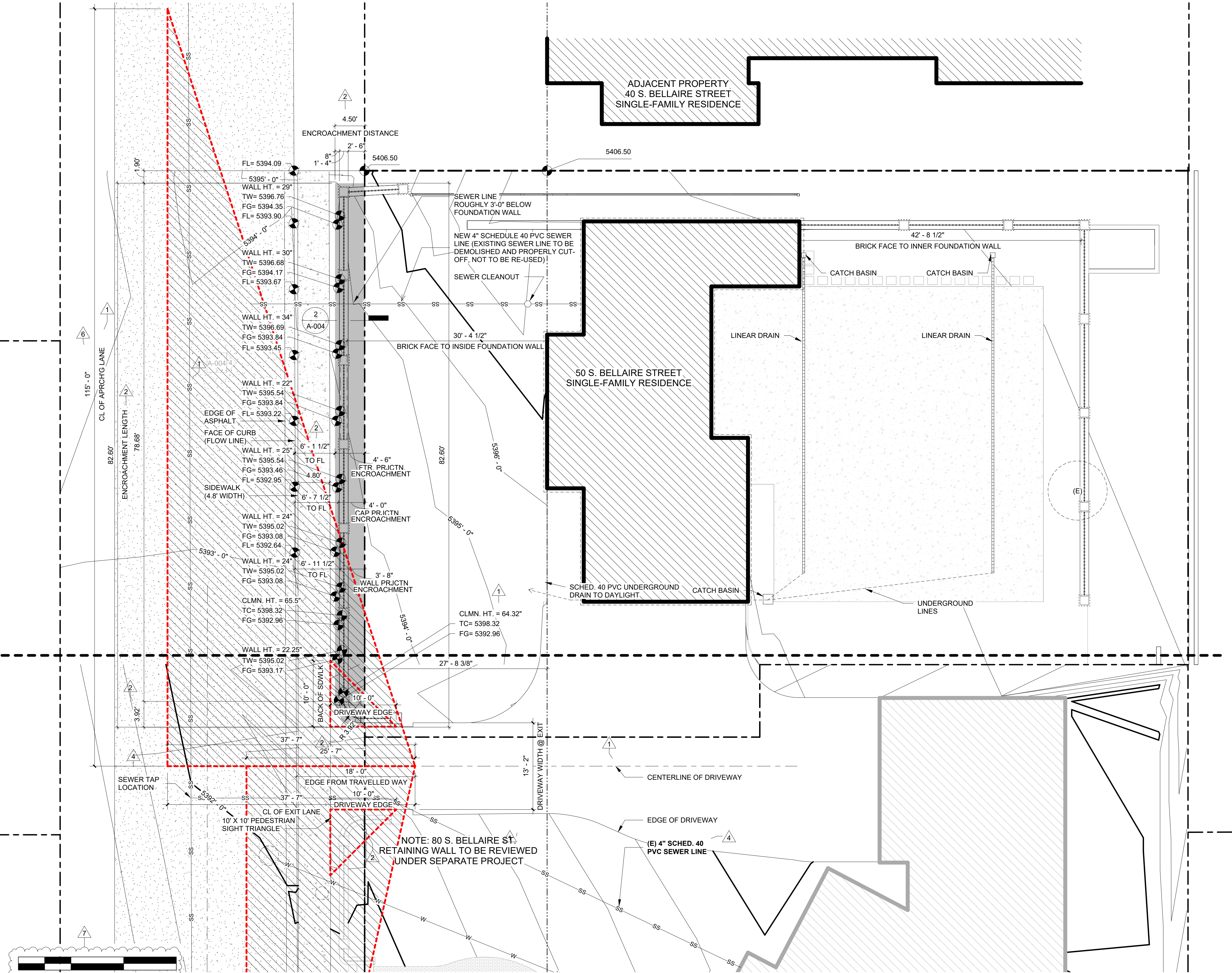
ROADWAY SIGHT TRIANGLE

- MUST BE SHOWN AT EACH DRIVEWAY, ALLEY, AND INTERSECTION.
- PER AASHTO STANDARDS:
- ONE LEG LOCATED AT CENTER OF EXIT LANE, 18' FROM THE BACK OF THE EDGE OF TRAVELLED WAY
 - OTHER LEG LENGTH BASED ON PER AASHTO DEPARTURE TRIANGLE STANDARDS AND LOCATED AT CENTER OF APPROACHING LANE
1. GREEN BOOK SECTION 9.5.3 INTERSECTIONS W/ NO CONTROL, CASE A (SECTION 9.5.3.1) DETERMINES LEG AT CENTER OF APPROACHING LANE LENGTH TO BE 115' PER TABLE 9-4.
- NO ITEMS WIDER THAN 18 INCHES MAY BE TALLER THAN 30" EXCEPT FOR STREET TREES AND TRAFFIC CONTROL DEVICES AND EQUIPMENT

TABLE 9-4. LENGTH OF SIGHT TRIANGLE LEG - CASE A, NO TRAFFIC CONTROL

U.S. Customary	
Design Speed (mph)	Length of Leg (ft)
15	70
20	90
25	115
30	140
35	165
40	195
45	220
50	245
55	285
60	325
65	365
70	405
75	445
80	485

- A. REPAIR OR REPLACE EXISTING CURB, GUTTER, SIDEWALK, AND ALLEY ALONG THE PROPERTY FRONTAGE THAT IS DAMAGED OR NOT TO CURRENT CITY STANDARDS, AS DIRECTED BY ROW INSPECTOR DURING CONSTRUCTION.
- B. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PROJECT ROW PERMITS ASSOCIATED WITH CONSTRUCTION IN THE RIGHT-OF-WAY. IMPROVEMENTS MADE WITHIN THE PUBLIC RIGHT-OF-WAY TOTALING MORE THAN \$20,000 REQUIRE A PERFORMANCE BOND. CONTACT THE ROW INSPECTOR FOR THIS AREA OF THE CITY AT 303-446-3469 AT LEAST 2 WEEKS BEFORE ANY ROW PERMIT NEEDS.
- C. ALL WORK IN THE ROW SHALL CONFORM TO CURRENT CITY AND COUNTY OF DENVER SPECIFICATIONS. SHALL BE PERFORMED BY A LICENSED AND BONDED RIGHT-OF-WAY CONTRACTOR, AND REQUIRE INSPECTION BY THE CITY PRIOR TO A TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) OR CERTIFICATE OF OCCUPANCY (CO) BEING ISSUED.
- D. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT, INCLUDING PROPER TRAFFIC CONTROL DEVICES AND/OR PERSONNEL AS REQUIRED. A TRAFFIC CONTROL PLAN (TCP) IS SUBJECT TO CITY AND COUNTY OF DENVER AND/OR CDOT APPROVAL PRIOR TO COMMENCING WORK ON ROADWAY ROW. A COPY OF APPROVED TCPs MUST BE AVAILABLE ON SITE DURING WORK. TRAFFIC CONTROL TO BE IN ACCORDANCE WITH M.U.T.C.D. SECTION VI, PER SECTION 49-551.1 OF THE DENVER MUNICIPAL CODE. THE PROPERTY OWNER OR LESSEE OF ANY REAL PROPERTY IS RESPONSIBLE FOR THE CONTINUING CARE, MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL IMPROVEMENTS INSTALLED IN THE PUBLIC ROW BETWEEN THE PROPERTY LINE AND THE CURB LINE ADJOINING THEIR PROPERTY.
- E. LIMITS OF REPAIR & REPLACEMENT, DURING CONSTRUCTION, WILL BE DETERMINED BY THE ROW INSPECTOR.



50 S BELLAIRE ST. SITE PLAN
1/8" = 1'-0"

CONTACT

Chalet
John Mattingly
303-282-0787

SHEET DESCRIPTION

50 S BELLAIRE ST.
SITE PLAN

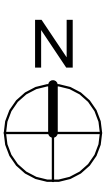
50-80 S BELLAIRE ST., DENVER, CO 80246

517 East Bayaud Avenue
Denver, Colorado 80209
Phone: 303.282.0787



REVISIONS

NO.	DATE	DESCRIPTION
1	10/25/2024	ENCROACHMENT COMMENTS
2	12/28/2024	Foundation Revisions
3	01/16/2025	Building Review Comments
4	01/16/2025	Transportation Comments
5	01/16/2025	Transportation Comments
6	01/16/2025	Transportation Comments
7	11/11/2025	Transportation Comments



DATE: 12/17/2025 4:54:47 PM
DESIGNED BY: JM
DRAWN BY: JW
CHECKED BY: JM
SCALE: As indicated

SHEET NO.

A-002

OF - SHEETS

SIGHT TRIANGLE RULES OF MEASUREMENT

PEDESTRIAN SIGHT TRIANGLE
MUST BE SHOWN AT EACH DRIVEWAY AND ALLEY.
• 10' LEG LOCATED AT EDGE OF DRIVEWAY
• 10' LEG LOCATED AT BACK OF SIDEWALK
• NO ITEMS WIDER THAN 18 INCHES MAY BE TALLER THAN 30"

INTERSECTION SIGHT TRIANGLE
MUST BE SHOWN AT EVERY INTERSECTION.
• 30' LEG LOCATED AT EDGE OF STREET FLOWLINE
• 30' LEG LOCATED AT EDGE OF INTERSECTING FLOWLINE
• NO ITEMS MAY BE TALLER THAN 30" EXCEPT FOR TRAFFIC CONTROL DEVICES AND EQUIPMENT.

ROADWAY SIGHT TRIANGLE
MUST BE SHOWN AT EACH DRIVEWAY, ALLEY, AND INTERSECTION.
PER AASHTO STANDARDS:
• ONE LEG LOCATED AT CENTER OF EXIT LANE, 18' FROM THE BACK OF THE EDGE OF TRAVELLED WAY
• OTHER LEG LENGTH BASED ON PER AASHTO DEPARTURE TRIANGLE STANDARDS AND LOCATED AT CENTER OF APPROACHING LANE
1. GREEN BOOK SECTION 9.5.3 INTERSECTIONS W/ NO CONTROL, CASE A (SECTION 9.5.3.1) DETERMINES LEG AT CENTER OF APPROACHING LANE LENGTH TO BE 115' PER TABLE 9-4.
• NO ITEMS WIDER THAN 18 INCHES MAY BE TALLER THAN 30" EXCEPT FOR STREET TREES AND TRAFFIC CONTROL DEVICES AND EQUIPMENT

TABLE 9-4. LENGTH OF SIGHT TRIANGLE LEG - CASE A, NO TRAFFIC CONTROL

U.S. Customary	
Design Speed (mph)	Length of Leg (ft)
15	70
20	90
25	115
30	140
35	165
40	195
45	220
50	245
55	285
60	325
65	365
70	405
75	445
80	485

- A. REPAIR OR REPLACE EXISTING CURB, GUTTER, SIDEWALK, AND ALLEY ALONG THE PROPERTY FRONTAGE THAT IS DAMAGED OR NOT TO CURRENT CITY STANDARDS, AS DIRECTED BY ROW INSPECTOR DURING CONSTRUCTION.
- B. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PROJECT ROW PERMITS ASSOCIATED WITH CONSTRUCTION IN THE RIGHT-OF-WAY. IMPROVEMENTS MADE WITHIN THE PUBLIC RIGHT-OF-WAY TOTALING MORE THAN \$20,000 REQUIRE A PERFORMANCE BOND. CONTACT THE ROW INSPECTOR FOR THIS AREA OF THE CITY AT 303-446-3469 AT LEAST 2 WEEKS BEFORE ANY ROW PERMIT NEEDS.
- C. ALL WORK IN THE ROW SHALL CONFORM TO CURRENT CITY AND COUNTY OF DENVER SPECIFICATIONS. SHALL BE PERFORMED BY A LICENSED AND BONDED RIGHT-OF-WAY CONTRACTOR, AND REQUIRE INSPECTION BY THE CITY PRIOR TO A TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) OR CERTIFICATE OF OCCUPANCY (CO) BEING ISSUED.
- D. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT, INCLUDING PROPER TRAFFIC CONTROL DEVICES AND/OR PERSONNEL AS REQUIRED. A TRAFFIC CONTROL PLAN (TCP) IS SUBJECT TO CITY AND COUNTY OF DENVER AND/OR CDOT APPROVAL PRIOR TO COMMENCING WORK ON ROADWAY ROW. A COPY OF APPROVED TCPs MUST BE AVAILABLE ON SITE DURING WORK. TRAFFIC CONTROL TO BE IN ACCORDANCE WITH MULTICITY, SECTION VI, PER SECTION 49-551.1 OF THE DENVER MUNICIPAL CODE, THE PROPERTY OWNER OR LESSEE OF ANY REAL PROPERTY IS RESPONSIBLE FOR THE CONTINUING CARE, MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL IMPROVEMENTS INSTALLED IN THE PUBLIC ROW BETWEEN THE PROPERTY LINE AND THE CURB LINE ADJOINING THEIR PROPERTY.
- E. LIMITS OF REPAIR & REPLACEMENT, DURING CONSTRUCTION, WILL BE DETERMINED BY THE ROW INSPECTOR.

LEGEND

- PROPERTY LINE
- SPOT ELEVATION
- EXISTING GRADE
- SANITARY SEWER
- EXTERIOR BUILDING FOOTPRINT
- ENCROACHING AREA
- PUBLIC SIDEWALK
- SIGHT LINE AREA

CONTACT

Chalet
John Mattingly
303-282-0787

SHEET DESCRIPTION

80 S BELLAIRE ST.
SITE PLAN

50-80 S BELLAIRE ST., DENVER, CO 80246

517 East Bayaud Avenue
Denver, Colorado 80209
Phone: 303.282.0787



REVISIONS

NO.	DATE	DESCRIPTION
1	10/25/2024	ENCROACHMENT COMMENTS
2	12/26/2024	Foundation Revisions
3	01/13/2025	Sight Triangle Revisions
4	02/19/2025	Shading Revisions
6	10/16/2025	Transpiration Comments
7	11/11/2025	Transpiration Comments



DATE: 12/17/2025 4:54:49 PM

DESIGNED BY: JM

DRAWN BY: TQ

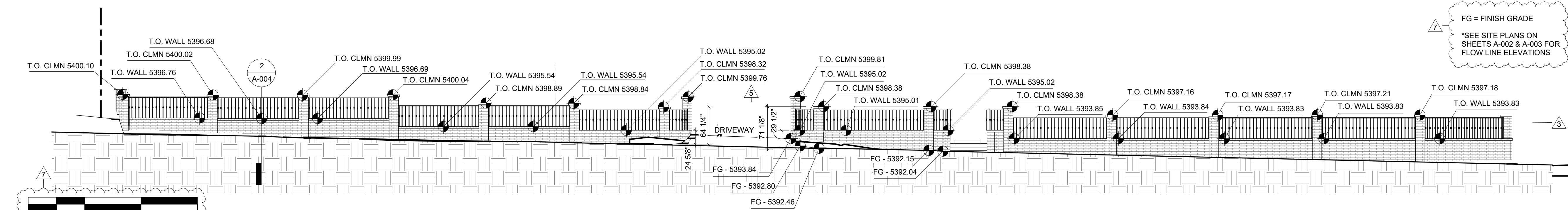
CHECKED BY: CK

SCALE: As indicated

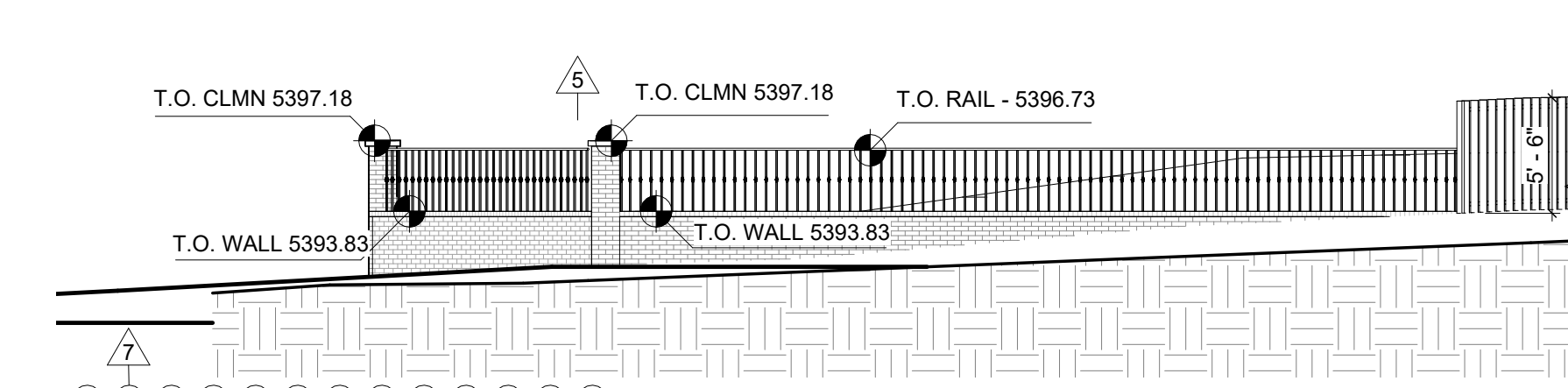
SHEET NO.

A-003

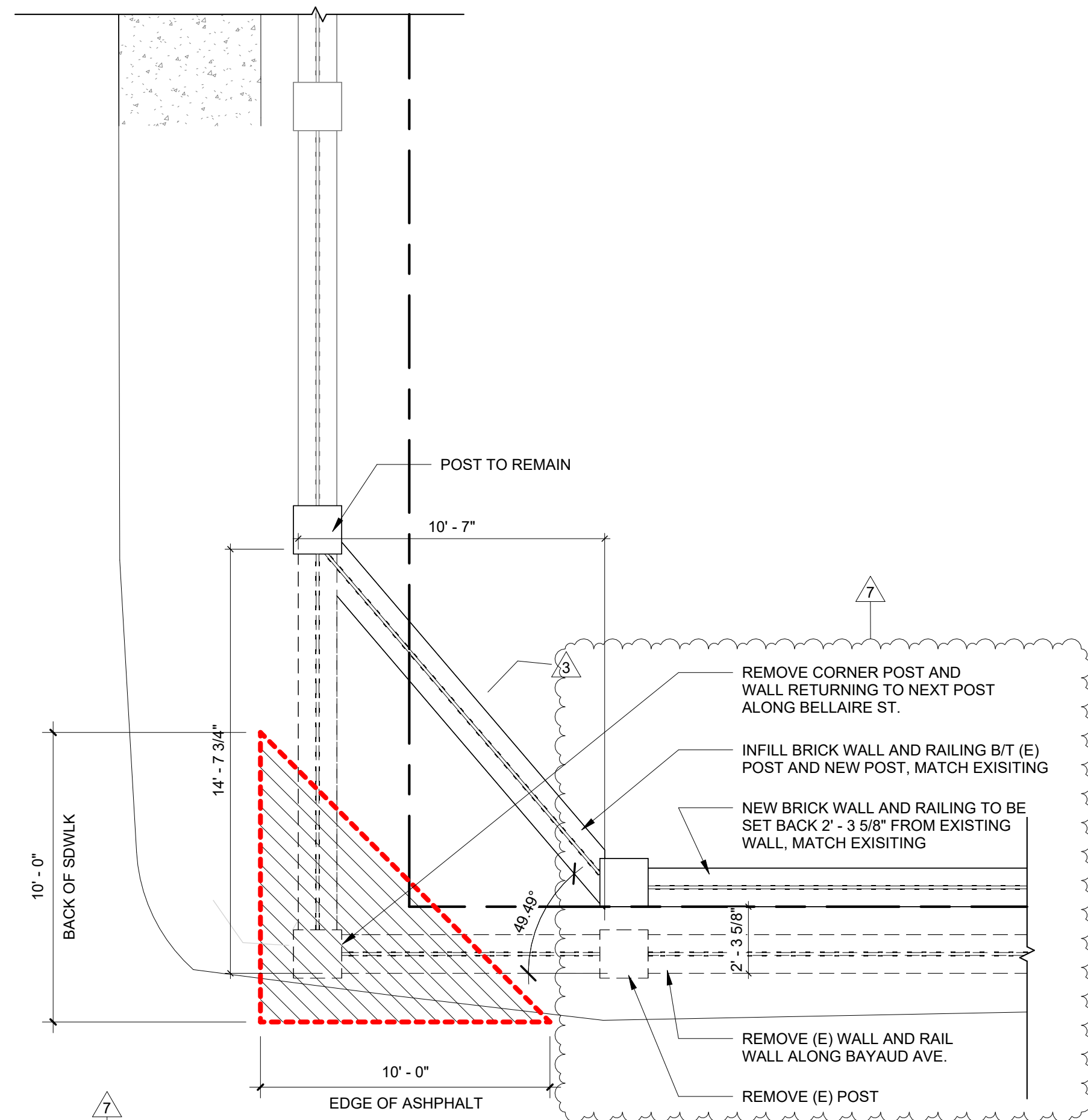
OF - SHEETS



4 EXTERIOR WALL ELEVATION - WEST
1/8" = 1'-0"

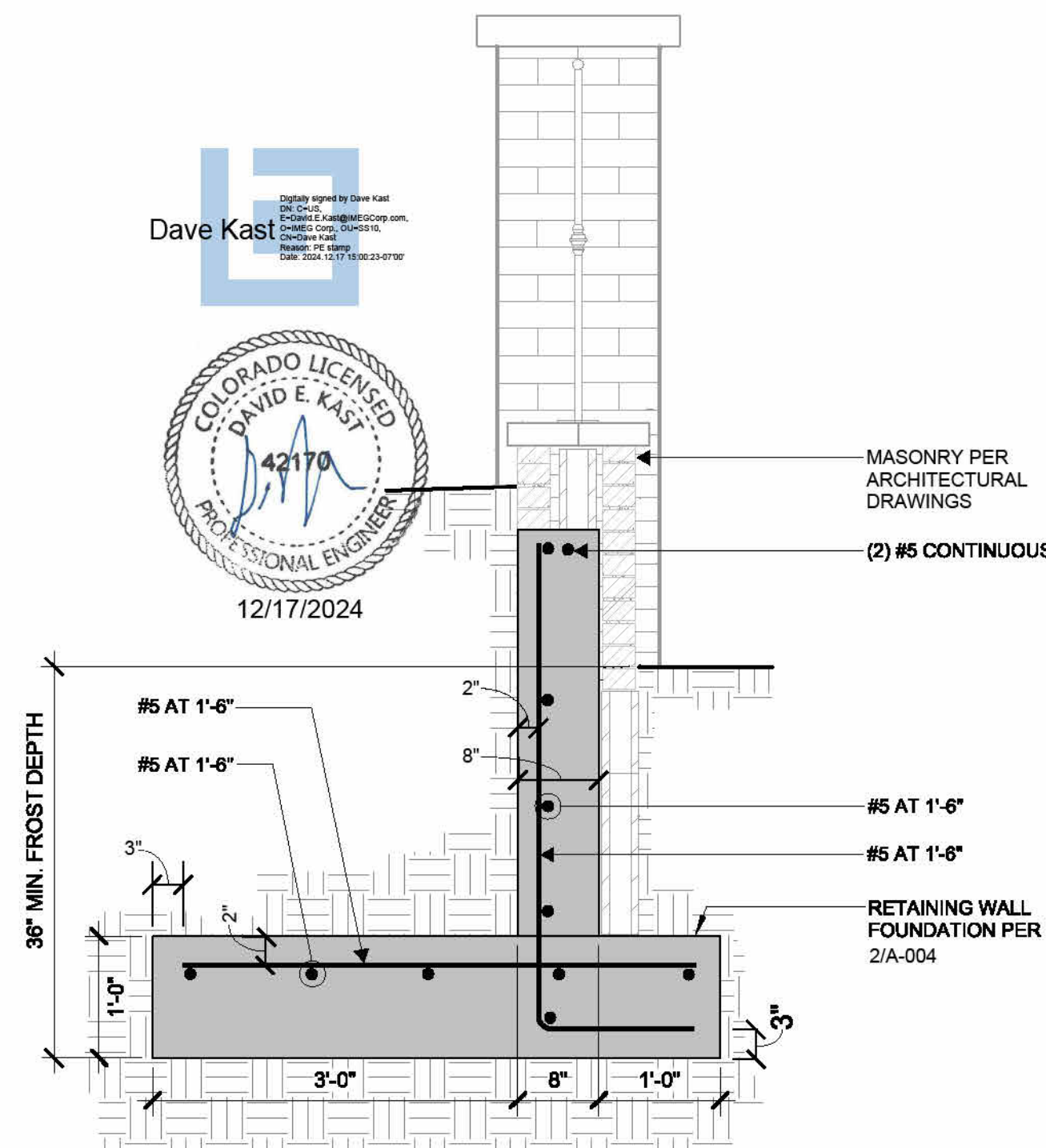


1 EXTERIOR WALL ELEVATION - SOUTH
1/8" = 1'-0"



5 SITE WALL CORNER - ENLARGED PLAN
1/4" = 1'-0"

6



RETAINING WALL DETAIL

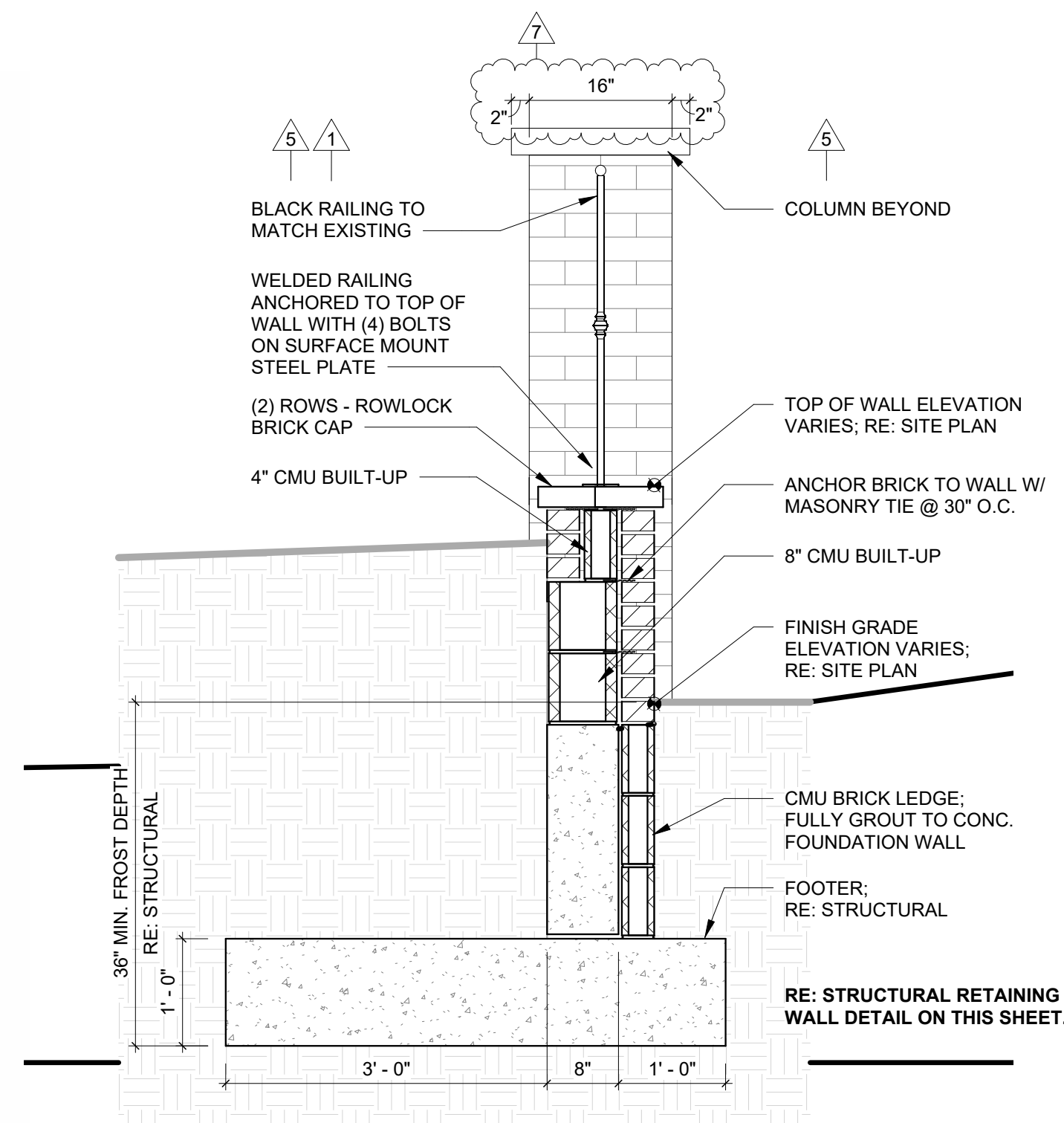
www.imegcorp.com
1400 GLENARM PLACE
SUITE 101
DENVER, CO 80202
P: 303.823.4627

517 East Bayaud Avenue
Denver, Colorado 80209
Phone: 303.282.0787

SHEET DESCRIPTION

**RETAINING WALL
FOUNDATION
SECTION 2/S-002**

50 S Bellaire St, Denver, CO 80246



2 RETAINING WALL DETAIL
3/4" = 1'-0"

CONTACT

Chalet
John Mattingly
303-282-0787

SHEET DESCRIPTION

80 S BELLAIRE ST. -
ENLARGED PLAN

50-80 S BELLAIRE ST., DENVER, CO 80246

517 East Bayaud Avenue
Denver, Colorado 80209
Phone: 303.282.0787



REVISIONS

NO.	DATE	DESCRIPTION
1	10/25/2024	ENCROACHMENT COMMENTS
2	04/30/2025	Sight Triangle Revision
3	10/13/2025	Encroachment Review Comments
7	11/11/2025	Transportation Comments



DATE: 12/17/2025 4:54:51 PM
DESIGNED BY: JM
DRAWN BY: TQ
CHECKED BY: CK
SCALE: As indicated

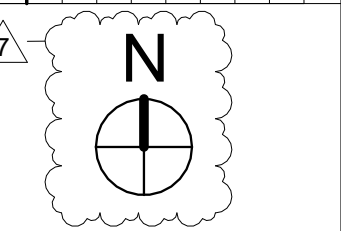
SHEET NO.

A-004

OF - SHEETS



NO.	DATE	DESCRIPTION
1	10.25.2024	ENGROACHMENT COMMENTS
6	10.16.2025	Transportation Comments
7	11.11.2025	Transportation Comments



DATE: 12/17/2025 4:54:52 PM	
DESIGNED BY:	JM
DRAWN BY:	JW
CHECKED BY:	JM
SCALE:	1" = 30'-0"

SHEET NO.

A-005

OF - SHEETS

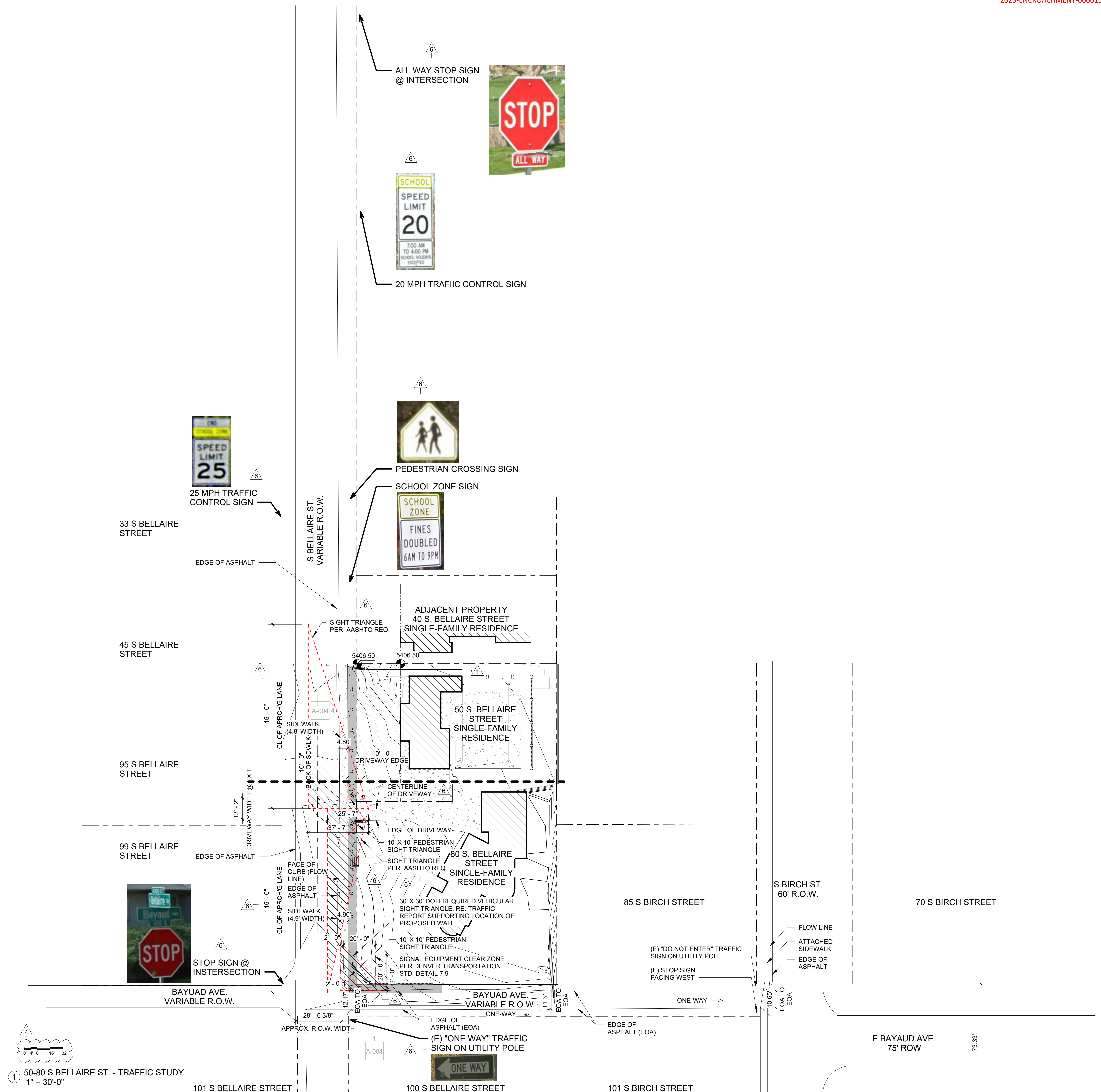


EXHIBIT A

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO

A PARCEL OF LAND BEING A PART OF THE RIGHT-OF-WAY OF S. BELLAIRE STREET, BLOCK 56, THE EASTERN CAPITOL HILL SUBDIVISION, AS RECORDED UNDER BOOK 7, PAGE 17 IN THE DENVER CITY RECORDS SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A GRID BEARING BETWEEN TWO FOUND MONUMENTS 118.06 FEET APART BEARING SOUTH 89°58'24" WEST, ONE MONUMENT BEING A FOUND #5 REBAR W/1.25" DIAMETER ORANGE PLASTIC CAP STAMPED P.E. & L.S. 9489 7.0 FOOT WITNESS CORNER AT THE NORTHEAST CORNER OF PLOT 4, AND THE OTHER BEING A FOUND #5 REBAR W/1.25" DIAMETER ORANGE PLASTIC CAP STAMPED P.E. & L.S. 9489 AT THE NORTHWEST CORNER OF PLOT 4.

COMMENCING AT THE NORTHWEST CORNER OF SAID PLOT 4;

THENCE SOUTH 00°04'26" EAST ALONG THE WEST LINE OF SAID PLOT 4, A DISTANCE OF 1.60 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°04'26" EAST ALONG THE SAID WEST LINE, A DISTANCE OF 82.89 FEET;

THENCE DEPARTING THE SAID WEST LINE SOUTH 89°55'24" WEST, A DISTANCE OF 0.58 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 6.29 FEET, SAID CURVE HAVING A RADIUS OF 4.01 FEET, A CENTRAL ANGLE OF 89°52'16", AND A CHORD WHICH BEARS NORTH 46°19'08" WEST A CHORD DISTANCE OF 5.67 FEET;

THENCE PARALLEL WITH THE SAID WEST LINE NORTH 00°04'26" WEST, A DISTANCE OF 78.73 FEET;

THENCE NORTH 87°00'00" EAST, A DISTANCE OF 4.68 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 383 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

PREPARED BY:
SHAWN D. CLARKE, PLS
CO# 38061
SCLARKE@HKSENG.COM



FOR AND ON BEHALF OF
HARRIS KOCHER SMITH
1290 BROADWAY, SUITE 800
DENVER, CO 80203

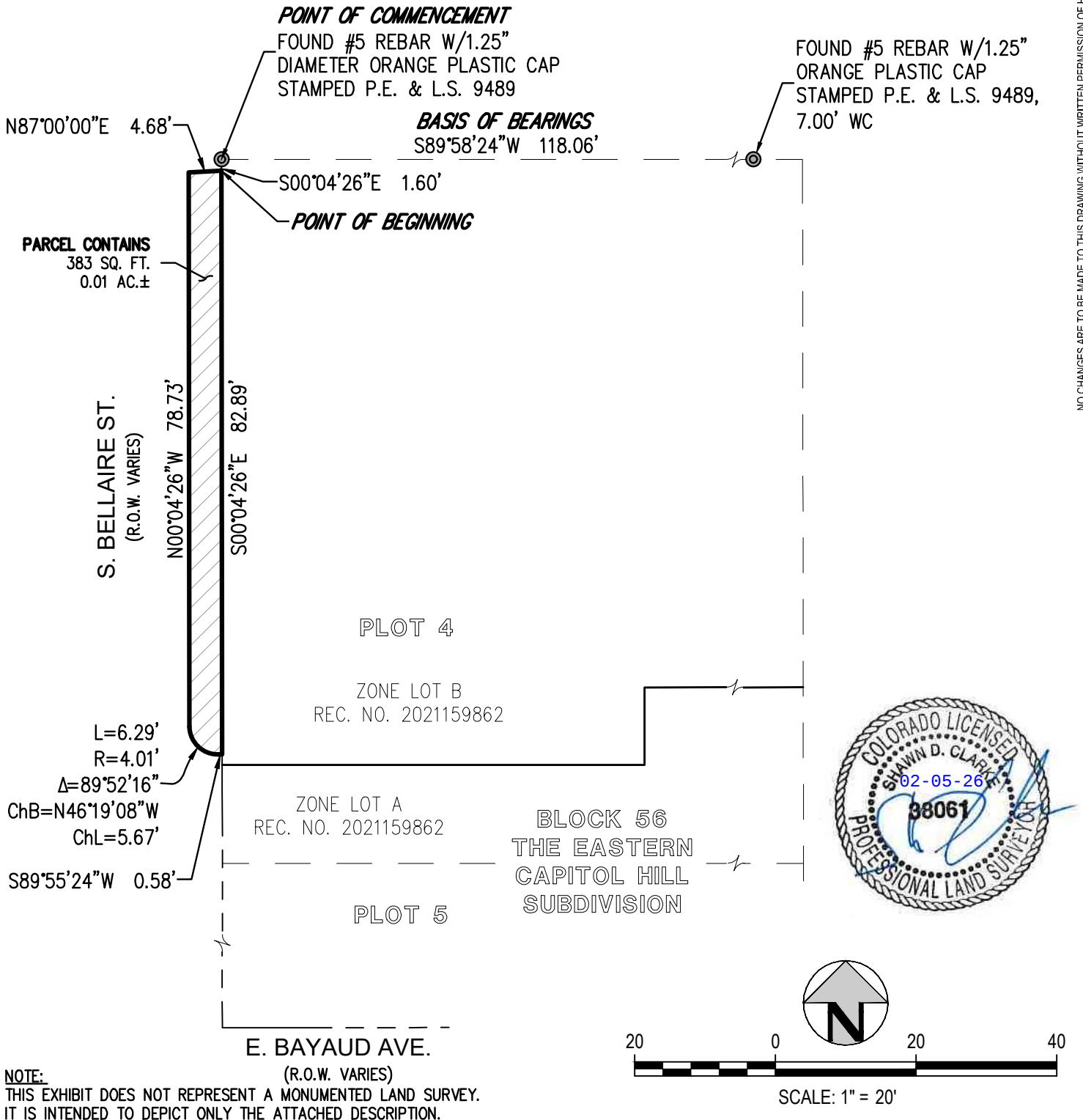
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NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

	DESCRIPTION	PROJECT #: 211102
	50 S. BELLAIRE ST.	CHECKED BY: SDC
	DENVER, CO 80246	DRAWN BY: TW
		SHEET NUMBER
		1
		1 OF 2

EXHIBIT A

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67
WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

Plotted: THU 02/05/26 11:02:41A By: Shawn Clarke Filepath: u:\s\clark\chalet\50 s bellaire street\seasements\new exhibit\esmt_211102_footer a Jan 2026.dwg Layout: illus

**ILLUSTRATION**

50 S. BELLAIRE ST.
DENVER, CO 80246

PROJECT #: 211102

CHECKED BY: SDC

DRAWN BY: TW

SHEET NUMBER

2

2 OF 2

EXHIBIT A

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO

TWO PARCELS OF LAND BEING A PART OF THE RIGHT-OF-WAY OF S. BELLAIRE STREET, BLOCK 56, THE EASTERN CAPITOL HILL SUBDIVISION, AS RECORDED UNDER BOOK 7, PAGE 17 IN THE DENVER CITY RECORDS, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A GRID BEARING ALONG THE WEST LINE OF PLOT 5, BETWEEN TWO FOUND MONUMENTS BEARING SOUTH 00°04'44" EAST, ONE MONUMENT BEING A FOUND #5 REBAR W/1.25" DIAMETER ORANGE PLASTIC CAP STAMPED P.E. & L.S. 9489 AT THE NORTHWEST CORNER OF PLOT 5 AND BY A FOUND MONUMENT BEING A #4 REBAR WITH NO CAP AT THE SOUTHWEST CORNER OF PLOT 5.

PARCEL A

COMMENCING AT THE SOUTHWEST CORNER OF SAID PLOT 5;

THENCE NORTH 00°04'44" WEST ALONG THE WEST LINE OF PLOT 5, A DISTANCE OF 6.51 FEET **POINT OF BEGINNING**;

THENCE DEPARTING THE SAID WEST LINE NORTH 40°30'54" WEST, A DISTANCE OF 7.20 FEET;

THENCE PARALLEL TO THE SAID WEST LINE, NORTH 00°04'44" WEST A DISTANCE OF 86.59 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 6.86 FEET, HAVING A RADIUS OF 4.62 FEET, A CENTRAL ANGLE OF 85°07'35", AND A CHORD WHICH BEARS NORTH 46°04'35" EAST A CHORD DISTANCE OF 6.24 FEET;

THENCE NORTH 89°58'24" EAST, A DISTANCE OF 0.17 FEET TO A POINT ON THE SAID WEST LINE;

THENCE ALONG SAID WEST LINE SOUTH 00°04'44" EAST, A DISTANCE OF 96.40 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 433 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

CONTINUED ON SHEET 2



Plotted: THU 02/05/26 11:07:11A By: Shawn Clarke Filepath: u:\s\clark\chalet\50 s bellaire street\seasements\new exhibit\esml_211102_footer b Jan 2026.dwg Layout: desc

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

	DESCRIPTION	PROJECT #: 211102
	80 S. BELLAIRE ST. DENVER, CO 80246	CHECKED BY: SDC DRAWN BY: TW SHEET NUMBER 1 1 OF 3

EXHIBIT A

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67
WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO

CONTINUED FORM SHEET 1

PARCEL B

COMMENCING AT THE SOUTHWEST CORNER OF SAID PLOT 5;

THENCE ALONG THE SOUTH LINE OF PLOT 5 NORTH 89°58'24" EAST, A DISTANCE OF 5.55 FEET **POINT OF BEGINNING**;

THENCE CONTINUING SAID SOUTH LINE NORTH 89°58'24" EAST, A DISTANCE OF 43.12 FEET;

THENCE DEPARTING SAID SOUTH LINE SOUTH 00°01'36" EAST, A DISTANCE OF 0.83 FEET;

THENCE PARALLEL TO THE SAID SOUTH LINE SOUTH 89°58'24" WEST, A DISTANCE OF 42.41 FEET;

THENCE NORTH 40°30'54" WEST, A DISTANCE OF 1.09 FEET **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 36 SQUARE FEET OR 0.001, MORE OR LESS.

PARCELS A & B CONTAIN 469 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

PREPARED BY:

SHAWN D. CLARKE, PLS
CO# 38061
SCCLARKE@HKSENG.COM



FOR AND ON BEHALF OF
HARRIS KOCHER SMITH
1290 BROADWAY, SUITE 800
DENVER, CO 80203

Plotted: THU 02/05/26 11:07:11A By: Shawn Clarke Filepath: u:\sclark\chalet\50 s bellaire street\seasements\new exhibit\esmt_211102_footer_b_jan 2026.dwg Layout: desc (2)

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

	DESCRIPTION	PROJECT #: 211102
	80 S. BELLAIRE ST. DENVER, CO 80246	CHECKED BY: SDC DRAWN BY: TW SHEET NUMBER 2 2 OF 3

EXHIBIT A

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO

FOUND #5 REBAR W/1.25"
DIAMETER ORANGE PLASTIC CAP
STAMPED P.E. & L.S. 9489

ZONE LOT B
REC. NO. 2021159862

PLOT 4

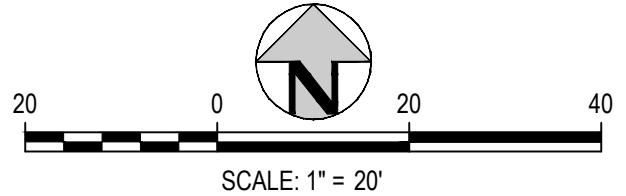
BLOCK 56
THE EASTERN
CAPITOL HILL
SUBDIVISION

ZONE LOT A
REC. NO. 2021159862

PLOT 5

N89°58'24"E 0.17'
L=6.86'
R=4.62'
Δ=85°07'35"
ChB=N46°04'35"E
ChL=6.24'

PARCEL A
PARCEL CONTAINS
433 SQ. FT.
0.010 AC.±



S. BELLAIRE ST.
(R.O.W. VARIES)

N00°04'44"W 86.59'
S00°04'44"E 96.40'
BASIS OF BEARINGS



POINT OF BEGINNING
PARCEL A

N40°30'54"W 7.20'
N00°04'44"W 6.51'
N89°58'24"E 5.55'
POINT OF BEGINNING
PARCEL B
N89°58'24"E 43.12'

PARCEL B
PARCEL CONTAINS
36 SQ. FT.
0.001 AC.±

POINT OF COMMENCEMENT
FOUND #5 REBAR W/1.25"
DIAMETER ORANGE PLASTIC CAP
STAMPED P.E. & L.S. 9489

S89°58'24"W 42.41'
N40°38'07"W 1.09'
S00°01'36"E 0.83'

BAYUAD AVE.
(R.O.W. VARIES)

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

ILLUSTRATION

80 S. BELLAIRE ST.
DENVER, CO 80246

PROJECT #: 211102

CHECKED BY: SDC

DRAWN BY: TW

SHEET NUMBER

3

3 OF 3



LAND DESCRIPTION:

PLOT 4 AND PLOT 5, BLOCK 56, THE EASTERN CAPITOL HILL SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.



4643 S Ulster Street, Suite 1150
Denver, CO 80237
Phone: (303)220-9999 / Fax:

Date: January 5, 2026
File No.: 720-F01142-24, Amendment No. 2
Buyer(s)/Borrower(s): Andrew Oliver and Elaine Oliver
Property: 50 S Bellaire St, Denver, CO 80246-1011
Assessor Parcel No.: 06073-12-013-000

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

updated effective date

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

To: Fidelity National Title Company
4643 S Ulster Street
Suite 1150
Denver, CO 80237

Attn: Title Only - Metro TO
Phone: (303)220-9999
Fax:
Email: yjkim@fnf.com

To: Chalet Colorado
517 E Bayaud Ave
Denver, CO 80209

Attn: ShirleeJae Illsley
Phone:
Fax:
Email: shirleejae@chaletcolorado.com
Attn: Mark
Phone:
Fax:
Email: mark@chaletcolorado.com
Attn: John
Phone:
Fax:
Email: johnk@chaletcolorado.com

END OF TRANSMITTAL

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

720-F01142-24
Amendment 2

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, Fidelity National Title Insurance Company, a Florida 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia
Authorized Officer or Agent

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FIDELITY NATIONAL TITLE INSURANCE COMPANY**COMMITMENT NO. 720-F01142-24
AMENDMENT 2**

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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 4643 S Ulster Street, Suite 1150 Denver, CO 80237 Main Phone: (303)220-9999 Email: YJKim@fnf.com	

Order Number: 720-F01142-24**Property Address: 50 S Bellaire St, Denver, CO 80246-1011****SCHEDULE A**

1. Commitment Date: January 2, 2026 at 08:00 AM
2. Policy to be issued:
 - (a) Post Policy Endorsement 107.12A
Proposed Insured: Andrew Oliver and Elaine Oliver
Proposed Amount of Insurance: \$1,800,000.00
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
[Andrew Oliver and Elaine Oliver](#)
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

CO 107.12A-06	\$434.00
---------------	----------

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

Plot Four (4), Block Fifty-Six (56), Eastern Capital Hill Subdivision,
City and County of Denver, State of Colorado.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: Effective May 24th, 2023, the Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein. This affects the following counties, Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, and Summit.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

There are no conveyances affecting said land recorded within 24 months of the date of this report

[Plat Map](#)

END OF SCHEDULE B, PART I

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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 that are 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. (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, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
5. Any lien or right to a lien for services, labor or material not shown by the Public Records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Cranmer Park Mountain View Restriction Ordinance, recorded March 14, 1968, in [Book 9854 at Page 231](#) and amended by instrument recorded December 4, 1968, in [Book 9963 at Page 506](#), January 6, 1969, in [Book 9975 at Page 351](#) and July 30, 1973, in [Book 738 at Page 127](#).
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Public Service Company of Colorado
Purpose: utilities
Recording Date: September 9, 1988
Recording No.: Reception No. [880308581](#)

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SCHEDULE B, PART II - Exceptions
(continued)

10. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: December 16, 1886
Recording No: [Plat Book 4 at Page 12](#)

11. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
12. Denver Assessor's Parcel Reconfiguration Form recorded August 23, 2021 at Reception No. [2021159862](#).
13. Zone Lot Amendment recorded September 22, 2021 at Reception No. [2021180138](#).

END OF SCHEDULE B, PART II

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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.

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;
- 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.

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(continued)

- 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.

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.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance 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 owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- The Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity. Unless specified otherwise, any interest earned, or other financial benefits received, on such account(s) shall be retained by the Company. Upon request, deposits made to the Company may be invested on behalf of any party or parties hereto; provided that any direction to the Company for such investment shall be expressed in writing and the Company shall receive at the time of such request the taxpayer's identification number and requisite investment forms. The Company shall charge a fee, not to exceed \$75.00, to invest funds in an interest bearing account.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes 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.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

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DISCLOSURE STATEMENT
(continued)

- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.

- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

AFFIDAVIT AND INDEMNITY AGREEMENT TO FIDELITY NATIONAL TITLE COMPANY

Order No.: 720-F01142-24

Property: 50 S Bellaire St, Denver, CO 80246-1011

The undersigned Borrower(s) ("Borrower") of the above described property, makes the following statements and representations to Fidelity National Title Company:

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

50 S Bellaire St, Denver, CO 80246-1011

and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the Borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.
8. NEW CONSTRUCTION: There has been no new construction on the property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated below:

NONE

9. EXCEPTIONS: The only exceptions to the above statements are:

NONE

10. The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Company and Fidelity National Title Insurance Company, a Florida Corporation, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**AFFIDAVIT AND INDEMNITY AGREEMENT
TO FIDELITY NATIONAL TITLE COMPANY**

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BORROWER(S):

Andrew Oliver

Elaine Oliver

STATE OF COLORADO

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____,
by Andrew Oliver and Elaine Oliver.

Notary Public

My Commission Expires: _____

(SEAL)



LAND TITLE GUARANTEE COMPANY

Date: February 01, 2024

Subject: Attached Title Policy ANDREW OLIVER AND ELAINE OLIVER for 80 SOUTH BELLAIRE STREET, DENVER, CO 80246

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Final Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - a. A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

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

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 easement in abutting streets, roads, avenue, 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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or

damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

ANTI-FRAUD STATEMENT: 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.

This anti-fraud statement is affixed to and made a part of this policy.

Old Republic National Title Insurance Company
Schedule A

Order Number: K70613773

Policy No.: OX70613773.1305486

Amount of Insurance: \$2,000,000.00

Property Address:

80 SOUTH BELLAIRE STREET, DENVER, CO 80246

1. Policy Date:

May 16, 2019 at 5:00 P.M.

2. Name of Insured:

ANDREW OLIVER AND ELAINE OLIVER

3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:

A Fee Simple

4. Title to the estate or interest covered by this policy at the date is vested in:

ANDREW OLIVER AND ELAINE OLIVER

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

PLOT 5, BLOCK 56, THE EASTERN CAPITOL HILL SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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Old Republic National Title Insurance Company
(Schedule B)

Order Number: K70613773

Policy No.: OX70613773.1305486

This policy does not insure against loss or damage by reason of the following:

1. **(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.**
2. 2019 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
3. CRANMER PARK MOUNTAIN VIEW RESTRICTION ORDINANCE, AS CONTAINED IN INSTRUMENT RECORDED MARCH 14, 1968 IN BOOK 9854 AT PAGE [231](#) AND AMENDED BY INSTRUMENTS RECORDED DECEMBER 4, 1968 IN BOOK 9963 AT PAGE [506](#), JANUARY 6, 1969 IN BOOK 9975 AT PAGE [351](#) AND JULY 30, 1973 IN BOOK 738 AT PAGE [127](#).
4. DEED OF TRUST DATED MAY 13, 2019, FROM ANDREW OLIVER AND ELAINE OLIVER TO THE PUBLIC TRUSTEE OF DENVER COUNTY, COLORADO FOR THE USE OF U.S. BANK NATIONAL ASSOCIATION TO SECURE THE SUM OF \$1,400,000.00 RECORDED MAY 16, 2019, UNDER RECEPTION NO. [2019059906](#).

Endorsement

Attached to Policy Number OX70613773.1305486

Our Order Number 70613773

issued by Old Republic National Title Insurance Company

The Company hereby modifies the Policy as follows:

If there is a one-to-four family residential structure or condominium unit on the Land at Date of Policy, the Amount of Insurance shown in Schedule A will automatically increase by 10% on each of the first five anniversaries of the Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY



By:
Craig B. Rants, Senior Vice President

Endorsement
Attached to Policy Number OX70613773.1305486
Our Order Number 70613773
issued by Old Republic National Title Insurance Company

The effective Date of Policy is hereby changed from 05/16/2019 AT 5:00 P.M. to 01/02/2026 AT 5:00 P.M..

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:
RELEASE OF DEED OF TRUST RECORDED FEBRUARY 20, 2020 UNDER RECEPTION NO. [202025481](#). (RELEASES RECEPTION NO. 2019059906)

DEED OF TRUST RECORDED APRIL 19, 2021 UNDER RECEPTION NO. [2021074736](#).

DENVER ASSESSOR'S PARCEL RECONFIGURATION FORM RECORDED AUGUST 23, 2021 UNDER RECEPTION NO. [2021159862](#).

CITY AND COUNTY OF DENVER ZONE LOT AMENDMENT RECORDED SEPTEMBER 22, 2021 UNDER RECEPTION NO. [2021180138](#).
2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.
ANDREW OLIVER AND ELAINE OLIVER

Dated: JANUARY 02, 2026

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY

By: 

Craig B. Rants, Senior Vice President

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Status Date: 12/03/2024
Status: Approved
Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_3rd - Tier III - 50 S Bellaire Retaining Wall
Reviewing Agency/Company: DOTI/DES
Reviewers Name: Melissa Woods
Reviewers Phone: 720-865-3029
Reviewers Email: melissa.woods@denvergov.org
Approval Status: Approved

Comments:

Status Date: 10/08/2024
Status: Denied
Comments: Per the ROW Encroachments Rules & Regulations, General Height Criteria, note #4, encroachments within 14-feet of the street flowline shall be limited to 30-inches in maximum height. The proposed columns and fencing on top of the wall do not appear to meet this requirement.

Status Date: 05/06/2024
Status: Denied
Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_2nd - Tier III 50-80 S Bellaire Retaining Wall
Reviewing Agency/Company: DOTI/DES
Reviewers Name: Melissa Woods
Reviewers Phone: 720-865-3029
Reviewers Email: melissa.woods@denvergov.org
Approval Status: Denied

Comments:

1. Per the ROW Encroachment Rules & Regulations, General Placement Criteria, Note 15, encroachments shall not preclude the minimum standard Sidewalk width for adjacent street classification. E Bayaud Ave is classified as a Local street, which requires a 5'-wide sidewalk. Due to limited ROW, any encroachment into the E Bayaud Ave ROW would preclude a 5' sidewalk. Therefore, no encroachment will be allowed in E Bayaud Ave.
2. Per the ROW Encroachment Rules & Regulations, General Height Criteria, Note 4, encroachments located within 14 feet from the flow line (in this case, the edge of asphalt) shall be a maximum of 30" in height.
3. A 30'x30' corner sight distance triangle is required at the corner of S Bellaire St and E Bayaud Ave. The 30' edges of the triangle shall be drawn along the edge of asphalt. Nothing over 30" in height is allowed within the corner sight distance triangle.

Status Date: 10/03/2023
Status: Denied
Comments: 1. Show and label the curb/gutter and sidewalk on the Site Plan. Include dimensions for sidewalk width and distance

2023-ENCROACHMENT-0000158

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

- from curb flowline (face-of-curb) to closest edge of retaining wall (for example, column edge, columnar cap edge).
2. Walls, including their footings, may not encroach more than 5 feet into the ROW. Show and label the footings on the Site Plan and provide dimension from the property line to the outermost projection of the encroachment.
 3. If the sidewalk is less than 5 feet wide, the closest edge of the wall shall be located a minimum of 5.5 feet horizontal clearance front the front (street side) edge of sidewalk to allow for the future expansion of the sidewalk.
 4. The retaining wall shall not exceed the General Height Criteria above the right-of-way grade. If the wall is within 14 feet of the flowline, this maximum is 30 inches. If the wall is greater than 14 feet from the flowline, the maximum is 48 inches. Label the dimension from the flowline (see comment #1) and label the maximum height of the wall above the ROW sidewalk finished grade.

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved

Reviewers Name: James Larsen

Reviewers Email: James.Larsen@denvergov.org

Status Date: 09/24/2024

Status: Approved

Comments: Not sure why this fence/wall wasn't constructed on the actual zone lot with a Zoning permit review rather than in the Public ROW. So, if DOTI denies this application, I will rescind my approval of this application.

Status Date: 09/12/2023

Status: Approved - No Response

Comments:

Reviewing Agency: Survey Review

Review Status: Approved

Reviewers Name: Brian Pfohl

Reviewers Email: Brian.Pfohl@denvergov.org

Status Date: 10/04/2024

Status: Approved

Comments:

Status Date: 05/03/2024

Status: Denied

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_2nd - Tier III 50-80 S Bellaire Retaining Wall
Reviewing Agency/Company: DOTI-ROWS Survey
Reviewers Name: Brian Pfohl
Reviewers Phone: 630.202.6564
Reviewers Email: brian.pfohl@denvergov.org
Approval Status: Denied

Comments:

Attachment: REDLINES- Survey- Pfohl.pdf

Status Date: 10/03/2023

Status: Denied

Comments: Comments in project folder

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Reviewing Agency: DES Wastewater Review Review Status: Approved

Reviewers Name: Chris Brinker

Reviewers Email: Christopher.Brinker@denvergov.org

Status Date: 10/07/2024

Status: Approved

Comments:

Status Date: 05/03/2024

Status: Denied

Comments: Denied on behalf of this critical reviewer. This is still under review. Please contact the reviewer to resolve.

Status Date: 10/04/2023

Status: Approved

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall

Reviewing Agency/Company: Department of Transportation and Infrastructure

Reviewers Name: Chris Brinker

Reviewers Phone: 7204450193

Reviewers Email: christopher.brinker@denvergov.org

Approval Status: Approved

Comments:

Status Date: 10/03/2023

Status: Approved - No Response

Comments:

Reviewing Agency: City Council Referral Review Status: Approved

Status Date: 01/05/2026

Status: Approved

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_3rd - Tier III - 50 S Bellaire Retaining Wall

Reviewing Agency/Company: Denver City Council District 5

Reviewers Name: Amanda Sawyer

Reviewers Phone: 720-337-5555

Reviewers Email: DenverCouncil5@denvergov.org

Approval Status: Approved

Comments:

Objection lifted based on attached revised plans.

Attachment: 251217_80 S BELLAIRE_SITE WALL ENCROACHMENT.pdf

Status Date: 10/09/2024

Status: Denied

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_3rd - Tier III - 50 S Bellaire Retaining Wall

Reviewing Agency/Company: Denver City Council District 5

Reviewers Name: Amanda Sawyer

Reviewers Phone: 720-337-5555

Reviewers Email: DenverCouncil5@denvergov.org

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Approval Status: Denied

Comments:

My office is strongly opposed to the approval of 2023-ENCROACHMENT-0000158. This is an attempt to circumvent the proper zoning and permitting channels. The retaining wall and railing in question were constructed without prior permits or approvals from any city entity and extend over four feet into the public right-of-way, potentially causing traffic disruptions, particularly along Bayaud Ave. It is my firm belief that this wall should not be situated on public property.

Status Date: 05/03/2024

Status: Denied

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_2nd - Tier III 50-80 S Bellaire Retaining Wall
Reviewing Agency/Company: Denver City Council, District 5
Reviewers Name: Amanda Sawyer
Reviewers Phone: 7203375555
Reviewers Email: DenverCouncil5@denvergov.org
Approval Status: Denied

Comments:

This retaining wall was built without approval, it encroaches significantly into the Right of Way, and it blocks the line of sight at Bellaire and Bayaud, which poses a serious danger to pedestrians, bikers, and vehicles.

Status Date: 10/04/2023

Status: Denied

Comments: Our office is strongly opposed to the approval of 2023-ENCROACHMENT-0000158. This is an attempt to circumvent the proper zoning and permitting channels. The retaining wall and railing in question were constructed without prior permits or approvals from any city entity and extend over four feet into the public right-of-way, potentially causing traffic disruptions, particularly along Bayaud Ave.
Our discussions with DOTI staff have raised concerns about the intent behind this construction and the subsequent encroachment request. It is our firm belief that this wall should not be situated on public property.
We appreciate your attention to this matter and urge you to reconsider the approval of 2023-ENCROACHMENT-0000158.

Status Date: 10/04/2023

Status: Approved - No Response

Comments:

Reviewing Agency: ERA Transportation Review

Review Status: Approved

Reviewers Name:

Reviewers Email:

Status Date: 07/30/2025

Status: Approved

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_3rd - Tier III - 50 S Bellaire Retaining Wall
Reviewing Agency/Company: DOTI Strategic
Reviewers Name: Brent McMurtrie
Reviewers Phone: 7209134502
Reviewers Email: brent.mcmurtrie@denvergov.org
Approval Status: Approved

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Comments:

Existing / proposed wall has been modified to provide corner ped sight triangle.

Status Date: 04/03/2025

Status: Denied

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_2nd - Tier III 50-80 S Bellaire Retaining Wall
Reviewing Agency/Company: DOTI ROWS ER Transportation
Reviewers Name: Paul Weller
Reviewers Phone: 720-913-0514
Reviewers Email: Paul.Weller@Denvergov.org
Approval Status: Denied

Comments:

The draft traffic memo and our comments are attached.

Attachment: 250217_S Bellaire St at E Bayaud Traffic Engineering Memo report draft.pdf

Attachment: 23-Encroachment 158 Traffic Analysis Comments.pdf

Status Date: 12/23/2024

Status: Approved

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_3rd - Tier III - 50 S Bellaire Retaining Wall
Reviewing Agency/Company: DOTI ROWS ER Transportation
Reviewers Name: Paul Weller
Reviewers Phone: 720-913-0514
Reviewers Email: Paul.Weller@Denvergov.org
Approval Status: Approved

Comments:

The attached plans have been revised to address our comments.

This approval is ONLY for 50 S Bellaire St.

Attachment: 50 S Bellaire_Structural Detail_12-17-2024.pdf

Attachment: Architectural Site Plan_50 S BELLAIRE_11-04-2024.pdf

Attachment: Comment Response Letter_50 S Bellaire_11-04-2024.pdf

Status Date: 10/08/2024

Status: Denied

Comments: The following comments were provided to for the plans that were revised per our comments from the 2nd submittal (response letter dated 6/18/24). They were provided to the applicant on 6/27/24. They are not addressed with this submittal and are repeated here;

1. The detail in the structural design provided is not consistent with the wall shown on the site plan. The wall shown on the site plan is 12" wide with 2~4" brick ledges separated by 4". A detail should also be provided for the footing for the columns.

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

2. The 10 ft x 10 ft sight triangles at the driveway are shown correctly. The roadway sight triangle, or departure sight triangle is not shown correctly. This triangle is measured per section 9.5 of AASHTO's Geometric Design of Highways and Streets (Green Book) and not 30 ft. While the widths of the columns are less than 18" within these triangles, there is concern that the columns together with the wrought iron fencing on top of the wall will block the view of any pedestrian on the sidewalk. A detail of the fencing has not been provided.

The following comments are specific to the 3rd submittal;

1. Add a note to the site plan that the work shown for 80 S Bellaire St is not a part of this application.
2. Provide a detail of the fencing on the top of the wall.

Status Date: 05/03/2024
Status: Denied
Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_2nd - Tier III 50-80 S Bellaire Retaining Wall
Reviewing Agency/Company: DOTI ROWS ER Transportation
Reviewers Name: Paul Weller
Reviewers Phone: 720-913-0514
Reviewers Email: Paul.Weller@Denvergov.org
Approval Status: Denied

Comments:
ER Transportation comments are attached.

Attachment: 2023-E-158 2nd Submittal ER Transportation Comments 5-2-2024.pdf

Status Date: 01/23/2024
Status: Approved
Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall
Reviewing Agency/Company: ER Transportation
Reviewers Name: Kelsey Kijowski
Reviewers Phone: 720-913-8834
Reviewers Email: kelsey.kijowski@denvergov.org
Approval Status: Approved

Comments:
I have reviewed the revised plans and it appears that a couple of items are not in compliance with the Encroachment Rules & Regulations:

- 1) The plans and comment response indicate that the structure(s) encroach 5'4" into the ROW. Walls, including their footings, shall not encroach more than 5-feet into the ROW.
- 2) The wall shall not be greater than 30" in height when within 14-feet of the flowline. The plans and comment response indicate that the wall goes as tall as 34" in height.
- 3) We require 5.5' of horizontal clearance from the face of the sidewalk (i.e. back of curb) to the encroachment. Even though there is 6.1' to the most projecting above-ground element, there is still only 4.9' to the footer. This is 0.6' less than what we require between the full sidewalk width and any other above or below ground encroachments. This buffer provides space for any sidewalk construction and/or maintenance.

Since this encroachment is already constructed and we have determined that these non-conformities are not

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

negatively impacting the ROW, we will allow this encroachment to proceed. However, you understand and agree that the City is not responsible for any damage that may occur to the wall from maintaining, replacing, repairing the sidewalk or from any other work in the public right of way. This is consistent with terms and conditions that apply to all encroachments placed in the public right of way, but want to highlight these conditions since the placement and design does not meet the setback and height criteria for walls.

Attachment: RevisedSitePlan_50 S BELLAIRE_01-19-2024.pdf

Status Date: 10/03/2023

Status: Denied

Comments:

1. Show and label the curb/gutter and sidewalk on the Site Plan. Include dimensions for sidewalk width and distance from curb to retaining wall. See the Encroachment Submittal Checklist for all Site Plan requirements here: https://www.denvergov.org/files/assets/public/v/2/doti/documents/permits/dotipt-105.3.2-encroachment_checklist.pdf. Complete this checklist and submit.
2. Walls, including their footings, may not encroach more than 5 feet into the ROW. Show and label the footings on the Site Plan and provide dimension from the property line to the outermost projection of the encroachment.
3. If the sidewalk is less than 5 feet wide, the wall shall be located a minimum of 5.5 feet horizontal clearance from the front (street side) edge of sidewalk to allow for the future expansion of the sidewalk.
4. The retaining wall shall not exceed the General Height Criteria above the right-of-way grade. If the wall is within 14 feet of the flowline, this maximum is 30 inches. If the wall is greater than 14 feet from the flowline, the maximum is 48 inches.
5. Additional comments may be forthcoming once the requested information has been provided.

Reviewing Agency: ERA Wastewater Review

Review Status: Approved

Reviewers Name: Mike Sasarak

Reviewers Email: Mike.Sasarak@denvergov.org

Status Date: 10/02/2024

Status: Approved

Comments:

Status Date: 10/03/2023

Status: Approved

Comments:

Reviewing Agency: CenturyLink Referral

Review Status: Approved - No Response

Status Date: 10/09/2024

Status: Approved - No Response

Comments:

Status Date: 10/04/2023

Status: Approved - No Response

Comments:

Reviewing Agency: Xcel Referral

Review Status: Approved w/Conditions

Status Date: 10/09/2024

Status: Approved w/Conditions

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_3rd - Tier III - 50 S Bellaire Retaining Wall
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 with conditions

Comments:
PSCo/Xcel Energy has existing natural gas distribution facilities within the South Bellaire Street and East Bayaud Avenue rights-of-way. Please contact Colorado 811 before excavating. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Please be aware that all risk and responsibility for this request are unilaterally that of the Applicant/Requestor.

Status Date: 05/03/2024

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_2nd - Tier III 50-80 S Bellaire Retaining Wall
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 with conditions

Comments:
PSCo/Xcel Energy has existing natural gas distribution facilities within the South Bellaire Street and East Bayaud Avenue rights-of-way. Please contact Colorado 811 before excavating. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Please be aware that all risk and responsibility for this request are unilaterally that of the Applicant/Requestor.

Status Date: 10/04/2023

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy
Reviewers Name: Donna Lee George
Reviewers Phone: 3035713306
Reviewers Email: donna.l.george@xcelenergy.com
Approval Status: Approved with conditions

Comments:
PSCo/Xcel Energy has existing natural gas distribution facilities within the South Bellaire Street and East Bayaud Avenue rights-of-way. Please contact Colorado 811 before excavating. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Please be aware that all risk and responsibility for this request are unilaterally that of the Applicant/Requestor.

Status Date: 10/04/2023

Status: Approved - No Response

Comments:

Reviewing Agency: RTD Referral

Review Status: Approved

Status Date: 10/09/2024

2023-ENCROACHMENT-0000158

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Status: Approved
Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall
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
Utilities No exceptions
Light Rail No exceptions
Real Property No exceptions
Service Development No exceptions
TOD 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.

Status Date: 05/03/2024
Status: Approved
Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_2nd - Tier III 50-80 S Bellaire Retaining Wall
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:
The RTD engineering review has no exceptions to this project at this time.
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.

Status Date: 10/04/2023
Status: Approved
Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall
Reviewing Agency/Company: RTD
Reviewers Name: clayton s woodruff
Reviewers Phone: 303-299-2943
Reviewers Email: Clayton.woodruff@rtd-denver.com
Approval Status: Approved

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Comments:

The RTD engineering review has no exceptions to this project at this time.

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.

Status Date: 10/04/2023
Status: Approved - No Response
Comments:

Reviewing Agency: Comcast Referral **Review Status:** Approved - No Response

Status Date: 10/09/2024
Status: Approved - No Response
Comments:

Status Date: 10/04/2023
Status: Approved - No Response
Comments:

Reviewing Agency: Metro Wastewater Referral **Review Status:** Approved - No Response

Status Date: 10/09/2024
Status: Approved - No Response
Comments:

Status Date: 10/04/2023
Status: Approved - No Response
Comments:

Reviewing Agency: Street Maintenance Referral **Review Status:** Approved - No Response

Status Date: 10/09/2024
Status: Approved - No Response
Comments:

Status Date: 10/04/2023
Status: Approved - No Response
Comments:

Reviewing Agency: Office of Emergency Management Referral **Review Status:** Approved - No Response

Status Date: 10/09/2024
Status: Approved - No Response
Comments:

Status Date: 10/04/2023
Status: Approved - No Response
Comments:

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Reviewing Agency: Building Department Review

Review Status: Approved

Reviewers Name: Keith Peetz

Reviewers Email: Keith.Peetz@denvergov.org

Status Date: 10/04/2024

Status: Approved

Comments: For the record the subject retaining wall is not within the scope of work approved by issued permit 2021-Rescon-0004442. The status of CPD project log 2023-Log-0000158 is marked as closed-withdrawn.

Status Date: 10/02/2023

Status: Approved

Comments: The CPD/DS Building review and permitting of the retaining wall and fence are contained within the scope of work associated with 2023-ResCon-0003907.

Reviewing Agency: Division of Real Estate Referral

Review Status: Approved

Status Date: 10/02/2024

Status: Approved

Comments:

Status Date: 09/20/2023

Status: Approved

Comments:

Reviewing Agency: Denver Fire Department Review

Review Status: Approved

Reviewers Name: Brian Dimock

Reviewers Email: Brian.Dimock@denvergov.org

Status Date: 09/26/2024

Status: Approved

Comments:

Status Date: 09/21/2023

Status: Approved

Comments:

Reviewing Agency: Denver Water Referral

Review Status: Approved

Status Date: 10/09/2024

Status: Approved

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_3rd - Tier III - 50 S Bellaire Retaining Wall

Reviewing Agency/Company: Denver Water

Reviewers Name: Kela Naso

Reviewers Phone: 0000000000

Reviewers Email: kela.naso@denverwater.org

Approval Status: Approved

Comments:

Status Date: 05/03/2024

2023-ENCROACHMENT-0000158

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Status: Approved
Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_2nd - Tier III 50-80 S Bellaire Retaining Wall
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:

Status Date: 10/04/2023
Status: Approved
Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 13036286302
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:

Status Date: 10/04/2023
Status: Approved - No Response
Comments:

Reviewing Agency: Parks and Recreation Review Review Status: Approved - No Response

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

Status Date: 10/09/2024
Status: Approved - No Response
Comments:

Status Date: 10/03/2023
Status: Approved
Comments:

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

Status Date: 10/09/2024
Status: Approved - No Response
Comments:

Status Date: 10/04/2023
Status: Approved - No Response
Comments:

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

Status Date: 10/09/2024
Status: Approved
2023-ENCROACHMENT-0000158

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_3rd - Tier III - 50 S Bellaire Retaining Wall
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.

Status Date: 05/06/2024
Status: Approved

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_2nd - Tier III 50-80 S Bellaire Retaining Wall
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.

Status Date: 10/04/2023
Status: Approved

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall
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.

Status Date: 10/04/2023
Status: Approved - No Response

Comments:

Reviewing Agency: Construction Engineering Review

Review Status: Approved

Reviewers Name: Kim Blair
Reviewers Email: Kim.Blair@denvergov.org

Status Date: 10/08/2024

2023-ENCROACHMENT-0000158

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Status: Approved

Comments:

Status Date: 05/06/2024

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_2nd - Tier III 50-80 S Bellaire Retaining Wall

Reviewing Agency/Company: Denver Department of Transportation and Infrastructure

Reviewers Name: Kim D. Blair, P.E.

Reviewers Phone: 7857602244

Reviewers Email: kim.blair@denvergov.org

Approval Status: Approved with conditions

Comments:

Transportation and Survey comments need to be addressed.

Status Date: 10/04/2023

Status: Approved

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall

Reviewing Agency/Company: Denver Department of Transportation and Infrastructure

Reviewers Name: Kim D. Blair, P.E.

Reviewers Phone: 7857602244

Reviewers Email: kim.blair@denvergov.org

Approval Status: Approved

Comments:

Since the Office of Disability Rights doesn't have an objection. I change my review to "Approved."

Status Date: 10/03/2023

Status: Approved w/Conditions

Comments: It appears that there will be less than 5ft left for a future sidewalk. I will defer to CCD's office of Office of Disability Rights.

Reviewing Agency: TES Sign and Stripe Review

Review Status: Approved

Reviewers Name: Brittany Price

Reviewers Email: Brittany.Price@denvergov.org

Status Date: 01/21/2025

Status: Approved

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_3rd - Tier III - 50 S Bellaire Retaining Wall

Reviewing Agency/Company: DOTI TI

Reviewers Name: Brittany Price

Reviewers Phone: 7208653154

Reviewers Email: brittany.price@denvergov.org

Approval Status: Approved

Comments:

Approved per plans received from applicant on 1/17/2025

Status Date: 12/10/2024

Status: Denied

2023-ENCROACHMENT-0000158

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Comments: Prior denial still stands.

Status Date: 10/09/2024

Status: Approved - No Response

Comments:

Status Date: 10/04/2023

Status: Denied

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall

Reviewing Agency/Company: DOTI Implementation

Reviewers Name: Brittany Price

Reviewers Phone: 7208653154

Reviewers Email: brittany.price@denvergov.org

Approval Status: Denied

Comments:

Further coordination needed. Location of wall does not allow for sidewalk to be constructed per DOTI standards.

Status Date: 10/04/2023

Status: Approved - No Response

Comments:

Reviewing Agency: City Forester Review

Review Status: Approved

Reviewers Name: Eric Huetig

Reviewers Email: Eric.Huetig@denvergov.org

Status Date: 10/07/2024

Status: Approved

Comments: Plan is approved as wall appears to have been already built.

Status Date: 10/03/2023

Status: Approved

Comments: 2023-ENCROACHMENT-0000158 - 50 S Bellaire Retaining Wall

OCF Comments 10-3-23

1. Plan is approved as there are no existing trees affected by wall.

Reviewing Agency: Landmark Review

Review Status: Approved - No Response

Reviewers Name:

Reviewers Email:

Status Date: 09/25/2024

Status: Approved - No Response

Comments:

Status Date: 09/12/2023

Status: Approved

Comments:

Reviewing Agency: CDOT Referral

Review Status: Approved

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Status Date: 10/09/2024
Status: Approved
Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158_3rd - Tier III - 50 S Bellaire Retaining Wall
Reviewing Agency/Company: CDOT
Reviewers Name: Michelle White
Reviewers Phone: 3035124218
Reviewers Email: michelle.m.white@state.co.us
Approval Status: Approved

Comments:
This is not on CDOT's system. We have no comments.

Status Date: 10/04/2023
Status: Approved
Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall
Reviewing Agency/Company: CDOT Region 1 ROW/survey
Reviewers Name: dane courville
Reviewers Phone: 7206720231
Reviewers Email: dane.courville@state.co.us
Approval Status: Approved

Comments:
Does not affect CDOT on-system ROW. Proposed effort is approved as the location does not affect CDOT ROW.

Status Date: 10/04/2023
Status: Approved - No Response
Comments:

Reviewing Agency: Environmental Health Referral Review Status: Approved

Status Date: 10/08/2024
Status: Approved
Comments:

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

Reviewers Name: Shari Bills
Reviewers Email: Shari.Bills@denvergov.org

Status Date: 10/09/2024
Status: Approved - No Response
Comments:

Status Date: 10/03/2023
Status: Denied
Comments: Better dimensioned plans are needed showing height of wall and fence, property line, right-of-way line, sidewalk dimensions and how far into the right-of-way the wall is.
Call outs must be on plans including flowline, face of curb, curb cuts fully dimensioned to the property line.
All critical reviewers must be approved prior to ER approval.

Comment Report

Tier III 50 S Bellaire Retaining Wall

05/04/2026

Master ID: 2021-ZLMASTER-0001325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2023-ENCROACHMENT-0000158 **Review Phase:**
Location: **Review End Date:** 10/08/2024

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

Reviewing Agency: ROW - Supplemental Review

Review Status: Approved

Reviewers Name:

Reviewers Email:

Status Date: 12/29/2025

Status: Approved

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall
Reviewing Agency/Company: Hilltop Neighborhood Association
Reviewers Name: Tom Hart
Reviewers Phone: 303-388-9498
Reviewers Email: tomh@hartstudio.net
Approval Status: Approved

Comments:

The revised design would address our concerns.

Attachment: 251217_80 S BELLAIRE_SITE WALL ENCROACHMENT.pdf

Status Date: 10/04/2023

Status: Denied

Comments: PWPRS Project Number: 2023-ENCROACHMENT-0000158 - Tier III - 50 S Bellaire - Retaining Wall
Reviewing Agency/Company: Hilltop Neighborhood Association
Reviewers Name: Thomas Hart AIA - Zoning Committee Chair - Hilltop Neighborhood Association
Reviewers Phone: 303-388-9498
Reviewers Email: tomh@hartstudio.net
Approval Status: Denied

Comments:

Please see attached letter from the Hilltop Neighborhood Association

Attachment: 2023-50 S Bellaire Street-Encroachment-DOTI 0000158-Tier III-Hilltop Neighborhood Association-Letter in Opposition.pdf