


REQUEST FOR RESOLUTION FOR A TIER III ENCROACHMENT PERMIT

TO: Katie Ehlers, City Attorney's Office

FROM: Glen Blackburn, PE, Director, Right of Way Services 

PROJECT NO.: 2024-ENCROACHMENT-0000130

DATE: June 17, 2025

SUBJECT: Request for a Resolution granting a revocable permit, subject to certain terms and conditions, to SNJK Inc, their successors and assigns, to encroach into the right-of-way with an elevated patio deck with railings between the sidewalk and the bike lane at 211 East 7th Avenue.

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

This office has investigated the request from Kevin Koernig of Studio K2 Architecture dated March 21, 2024, on behalf of SNJK Inc for the granting of the above subject permit.

This matter has been checked by this office and has been coordinated with DOTI ROWS DES Transportation; CPD DS Project Review Coordinator; DOTI ROWS Survey; DOTI ROWS DES Wastewater; City Council District # 7; DOTI ROWS ER Transportation & Wastewater; CenturyLink/Lumen; Xcel Energy; Regional Transportation District; Comcast; Metro Water Recovery; DOTI Street Maintenance; Office of Emergency Management; CPD Building Department; DOF Real Estate; Denver Fire Department; Denver Water; Parks & Recreation; DOTI Policy & Planning; Office of Disability Rights; DOTI ROWS Construction Engineering; DOTI TES Sign & Stripe; City Forester; Historic Preservation/Landmark; Colorado Department of Transportation, all of whom have indicated no objection for the proposed encroachment.

As a result of the investigations, it has been determined that there is no objection to the granting of the revocable permit.

Therefore, you are requested to initiate Council action for the granting of a revocable permit, subject to certain terms and conditions, to SNJK Inc, their successors and assigns, to encroach into the right-of-way with an elevated patio deck with railings between the sidewalk and the bike lane at 211 East 7th Avenue.

**INSERT ENCROACHMENT AREA LEGAL DESCRIPTION ROW 2024-ENCROACHMENT-0000130-002
HERE**

And benefitting the following described parcel of property:

INSERT PARCEL LEGAL DESCRIPTION ROW 2024-ENCROACHMENT-0000130-001 HERE

STANDARD PROVISIONS

The revocable permit ("Permit") granted by this Resolution is expressly granted upon and subject to each and all of the following terms and conditions (terms not defined herein are defined in the Rules and Regulations Governing Encroachments & Encumbrances in the Public Right of Way):

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

(a) Permittee shall obtain a street occupancy permit, street cut permit, and/or ROW construction permit from the City's Department of Transportation and Infrastructure ("DOTI") Permit Operations through www.denvergov.org/dotipermits prior to commencing construction.

(b) Permittee shall be responsible for obtaining all necessary permits and shall pay all costs for installation and construction of items permitted herein.

(c) If the Permittee intends to install any underground facilities in or near a Public road, street, alley, ROW or utility easement, the Permittee shall join the Statewide Notification Association of Owners and Operators of Underground Facilities by contacting the Utility Notification Center of Colorado (Colorado 811) through <https://colorado811.org/> or at 303-232-1991, 16361 Table Mountain Pkwy, Golden, Colorado, 80403. Further, Permittee shall contact the Utility Notification Center (Colorado 811) at <https://colorado811.org/> or 303-232-1991 to request locates for existing underground facilities prior to commencing excavation.

(d) Permittee is fully responsible for any and all damages incurred to facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver due to activities authorized by the Permits. Should the relocation or replacement of any drainage facilities for water and sewage of the City and County of Denver become necessary as determined by the City's Executive Director of DOTI ("Executive Director"), in the Executive Director's sole and absolute discretion, Permittee shall pay all cost and expense of the portion of the water and/or sewer facilities affected by the Encroachment(s). The extent of the affected portion to be replaced and relocated by Permittee shall be determined by the Executive Director. Any and all replacement or repair of facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be made by Denver Water, Utility Company, and/or the City and County of Denver at the sole expense of the Permittee. In the event the Permittee's facilities are damaged or destroyed due to Denver Water's, Utility Company's, or the City and County of Denver's repair, replacement and/or operation of its facilities, repairs will be made by Permittee at its sole expense. Permittee agrees to defend, indemnify and hold the City harmless and to repair or pay for the repair of any and all damages to said water, storm, sanitary sewer facilities or other Utility Company facilities, or those damages resulting from the failure of the water, storm, sanitary sewer facilities or other Utility Company facilities to properly function because of the Encroachment(s).

(e) Permittee shall comply with all requirements of affected Utility Companies and pay for all costs of removal, relocation, replacement or rearrangement of Utility Company facilities. Existing utility facilities shall not be utilized, obstructed or disturbed.

(f) All construction in, under, on or over the Encroachment Area shall be accomplished in accordance with the Building Code and [City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division](#).

(g) Permittee shall observe and comply with all Federal, State and local laws, regulations, ordinances, and public safety requests regarding the use of the Encroachment Area.

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(h) Plans and Specifications governing the construction of the Encroachment(s) shall be approved by DOTI prior to construction.

(i) Permittee shall pay all costs of construction and maintenance of the Encroachment(s). Upon revocation of the Permit or upon abandonment, Permittee shall pay all costs of removing the Encroachment(s) from the Encroachment Area and restore the Encroachment Area to a condition in accordance with [City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division](#) under the supervision of DOTI.

(j) Permittee shall remove and replace any and all street/alley paving, Sidewalks, Streetscapes, Amenity Zones, and curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that become broken, damaged or unsightly during, in the opinion of DOTI, the course of construction or maintenance of the Encroachment(s). In the future, Permittee shall also remove, replace or repair any street/alley paving, Sidewalks, and curb and gutter that become broken or damaged when, in the opinion of DOTI, the damage has been caused by the Encroachment(s) or the activity of the Permittee within the Encroachment Area. All repair work shall be accomplished without cost to the City and under the supervision of DOTI.

(k) The City reserves the right to make an inspection of the Encroachment(s) and the Encroachment Area.

(l) During the existence of the Encroachment(s) and the Permit, Permittee, its successors and assigns, at its expense, and without cost to the City, shall procure and maintain Commercial General Liability insurance policy with a limit of not less than \$1,000,000 per occurrence. All coverages are to be arranged on an occurrence basis and include coverage for those hazards normally identified as X.C.U. during construction. The insurance coverage required herein constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All insurance coverage required herein shall be written in a form and by a company or companies approved by the Risk Manager of the City and authorized to do business in the State of Colorado. A certified copy of all such insurance policies shall be filed with the Executive Director, and each such policy shall contain a statement therein or endorsement thereon that it will not be canceled or materially changed without written notice, by registered mail, to the Executive Director at least thirty (30) days prior to the effective date of the cancellation or material change. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.

(m) In addition to the requirement herein to comply with all laws, Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and Commercial Space, Public Accommodations, Educational Institutions and Health and Welfare Services) of Chapter 28 (Human Rights) of the DRMC. The failure to comply with any such provision shall be a proper basis for revocation of the Encroachment(s).

(n) The right to revoke the Permit at any time for any reason and require the removal of the Encroachment(s) is expressly reserved to the City.

(o) By Permittee's use of this Permit and the Encroachment Area, Permittee agrees to the following:

i. Permittee agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Permit and the Encroachment(s) ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Permittee or its subcontractors either passive or active, irrespective of fault, including City's negligence whether active or passive.

ii. Permittee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Permittee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

iii. Permittee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

iv. Insurance coverage requirements specified in this Encroachment Permit shall in no way lessen or limit the liability of Permittee under the terms of this indemnification obligation. Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

v. This defense and indemnification obligation shall survive the expiration or termination of this Permit.

(p) Pursuant to Chapter 49 of the DRMC, DOTI is authorized to remove or to order the removal of any article, vehicle, object or thing whatsoever encroaching into any street, alley, Sidewalk, or other public way or place.

(q) No third party, person or agency, except for an authorized Special District, may place the Encroachment(s) in front of a property without written permission of the adjacent property owner.

(r) Permittee's use of the ROW for placement of the Encroachment(s) does not create a property right or ownership interest of any kind in the Encroachment Area to the Permittee.

(s) All Encroachment(s) in Amenity Zones containing existing Public Trees and/or with the potential to impact tree roots or tree canopy must be pre-approved by the Office of the City Forester (OCF), by contacting them at forestry@denvergov.org or 720-913-0651. Encroachment(s) cannot be attached to or damage any Public Tree, and any damage shall be reported to the OCF immediately for mitigation. All trenching, excavation and grading activities within the Dripline of any Public Tree must be pre-approved by the OCF. City permits are

required for the planting or removal of any Public Trees and can be obtained by emailing forestry@denvergov.org.

(t) All disturbances associated with construction of the Encroachment(s) shall be managed as required by City standards for erosion control which may require standard notes or CASDP permitting depending on location and scope of project.

(u) Encroachment(s) proposed adjacent to a designated park or within a dedicated parkway shall require the City's Department of Parks and Recreation approval prior to installation.

(v) Encroachment(s) attached to a building may require building and/or zoning permits from the City's Department of Community Planning and Development.

(w) Encroachment(s) in the regulatory floodplain shall require a SUDP and comply with Chapter 4 Floodplain Regulations of the "Storm Drainage Design and Technical Criteria", Chapter 12 Floodplain Management of the "DOTI Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater" and the City Floodplain Ordinance in DRMC Section 56-200 through 56-206. Above ground Encroachment(s) in a Floodway require a No-Rise Certification sealed and signed by a Professional Engineer licensed in the State of Colorado. If there is any rise in Base Flood Elevations, a Conditional Letter of Map Revision (CLOMR) and LOMR will be required.

(x) Only clean soil may be brought onto an Encroachment Area. Verification of soil quality must be provided if requested. Material removed from an Encroachment Area must be properly disposed and is the responsibility of the Permittee.

SPECIAL CONDITIONS FOR THIS PERMIT

(a) None

A map of the area is attached hereto.

GB: sb

cc: Asset Management,
City Council Office, Luke Palmisano
Councilperson and Aides
Department of Law, Bradley Beck
Department of Law, Martin Plate
Department of Law, Katie Ehlers
DOTI, Alba Castro
DOTI, Alaina McWhorter
Project File

Property Owner:
Steve Kim
SNJK Inc
14923 Crestridge Dr
Aurora, CO 80015

Agent:
Devin Koernig
Studio K2 Architecture
Suite 200
1525 Market St
Denver, CO 80202

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ORDINANCE/RESOLUTION REQUEST

Please email requests to the Mayor's Legislative Team
at MailHighOrdinance@DenverGov.org by 9 a.m. Friday. Contact the Mayor's Legislative team with questions

Date of Request: June 17, 2025

Please mark one: ☐ Bill Request or ☒ Resolution Request

Please mark one: The request directly impacts developments, projects, contracts, resolutions, or bills that involve property and impact within .5 miles of the South Platte River from Denver's northern to southern boundary? (Check map [HERE](#))

☐ Yes ☒ No

1. Type of Request:

- ☐ Contract/Grant Agreement ☐ Intergovernmental Agreement (IGA) ☐ Rezoning/Text Amendment
☐ Dedication/Vacation ☐ Appropriation/Supplemental ☐ DRMC Change
☒ Other: Tier III Encroachment Resolution

2. Title: (Start with *approves*, *amends*, *dedicates*, etc., include name of company or contractor and indicate the type of request: grant acceptance, contract execution, contract amendment, municipal code change, supplemental request, etc.)

Approves a request for a Resolution granting a revocable permit, subject to certain terms and conditions, to SNJK Inc, their successors and assigns, to encroach into the right-of-way with an elevated patio deck with railings between the sidewalk and the bike lane at 211 East 7th Avenue.

3. Requesting Agency: DOTI, Right-of-Way Services, Engineering and Regulatory

4. Contact Person:

Contact person with knowledge of proposed ordinance/resolution (e.g., subject matter expert)	Contact person for council members or mayor-council
Name: Shari Bills	Name: Alaina McWhorter
Email: shari.bills@denvergov.org	Email: Alaina.mcwhorter@denvergov.org

5. General description or background of proposed request. Attach executive summary if more space needed: (who, what, why)

A request for a Resolution granting a revocable permit, subject to certain terms and conditions, to SNJK Inc, their successors and assigns, to encroach into the right-of-way with an elevated patio deck with railings between the sidewalk and the bike lane at 211 East 7th Avenue.

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

7. City Council District: Councilperson Alvidrez, District 7

8. ****For all contracts, fill out and submit accompanying Key Contract Terms worksheet****

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____

Key Contract Terms

Type of Contract: (e.g. Professional Services > \$500K; IGA/Grant Agreement, Sale or Lease of Real Property):

Vendor/Contractor Name (including any dba's):

Contract control number (legacy and new):

Location:

Is this a new contract? ☐ Yes ☐ No Is this an Amendment? ☐ Yes ☐ No If yes, how many? _____

Contract Term/Duration (for amended contracts, include existing term dates and amended dates):

Contract Amount (indicate existing amount, amended amount and new contract total):

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

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

Scope of work:

Was this contractor selected by competitive process?

If not, why not?

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

Source of funds:

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

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

Who are the subcontractors to this contract?

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____



RESOLUTION FOR A TIER III ENCROACHMENT EXECUTIVE SUMMARY

An Encroachment is a privately-owned improvement located in or projecting over or under the public right-of-way.

Application Title: 2024-ENCROACHMENT-0000130 Tier III 211 E 7th Ave Parklet Aloy Thai

Encroachment Owner: SNJK Inc

Description of Proposed Encroachment: An elevated patio deck with railings, used for additional seating between the sidewalk and the bike lane.

Applicant's explanation of why the Public Right-of-Way must be utilized for their private improvement: The applicant is requesting to expand the serving capacity and comply with the Outdoor Places program.

Annual Fees: \$200.00 per year

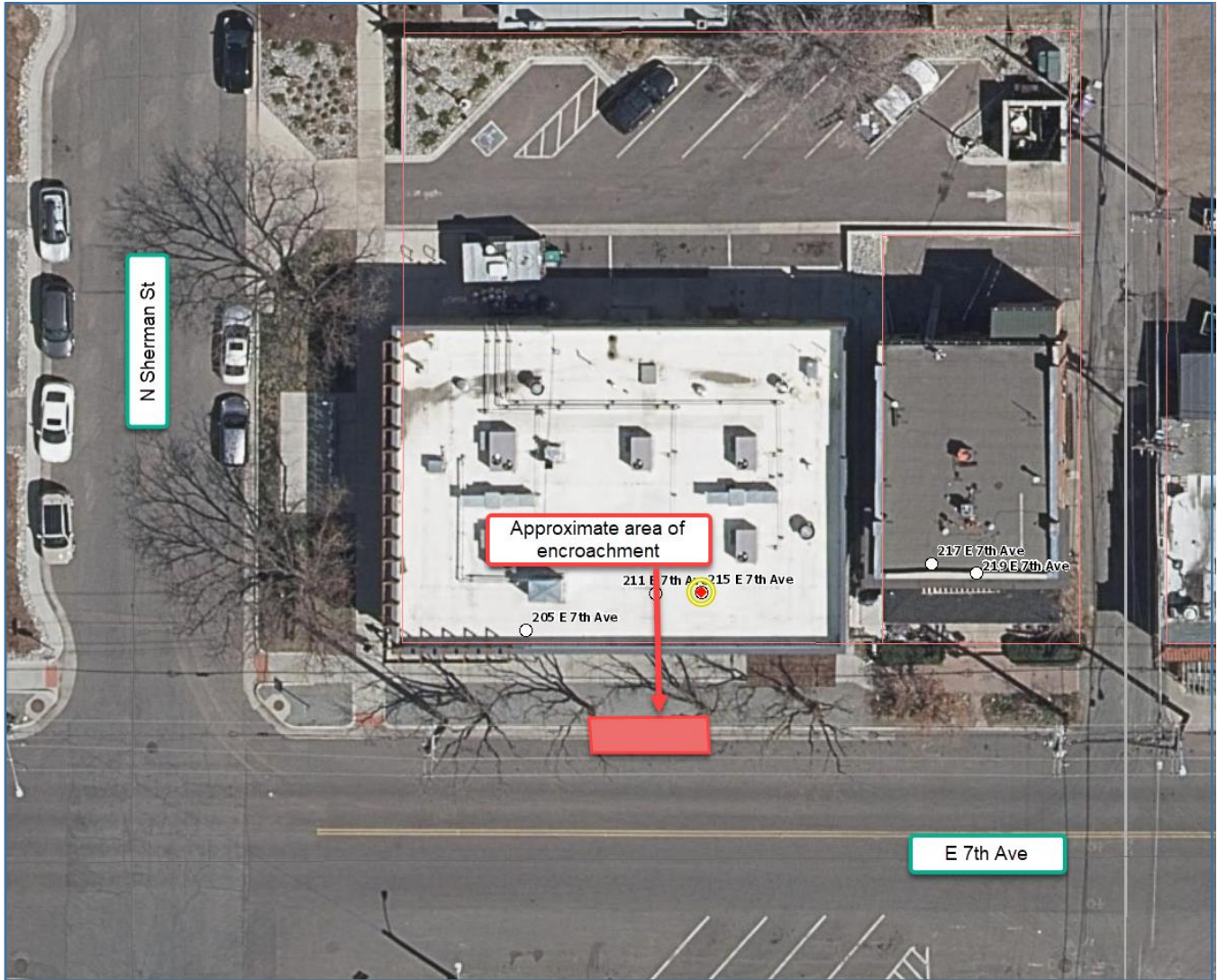
Location Map: Please see next page.

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EXHIBIT A LEGAL DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF EAST 7TH AVENUE RIGHT OF WAY ADJOINING BLOCK 21, ARLINGTON HEIGHTS ADDITION TO DENVER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 21, ALSO BEING THE INTERSECTION OF SAID EAST 7TH AVENUE AND SHERMAN STREET; THENCE ON THE SOUTH LINE OF SAID BLOCK 21, SOUTH 90°00'00" EAST, BEING THE ASSUMED BASIS OF BEARING HERETO MONUMENTED ON THE SOUTHWEST CORNER OF SAID BLOCK 21 BY AN 1.5" ALUMINUM CAP, ILLEGIBLE AND THE SOUTHEAST CORNER OF THE WEST 88.8 FEET OF LOT 23 WITH A #4 REBAR YELLOW CAP ILLEGIBLE, A DISTANCE OF 39.12 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 90°00'00" EAST PARALLEL WITH SAID SOUTH LINE OF BLOCK 21, A DISTANCE OF 12.65 FEET;
THENCE SOUTH 00°16'05" EAST, A DISTANCE OF 8.89 FEET;
THENCE SOUTH 90°00'00" EAST PARALLEL WITH THE SAID SOUTH LINE OF BLOCK 21, A DISTANCE OF 2.38 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 7.10 FEET;
THENCE NORTH 88°50'18" WEST, A DISTANCE OF 3.49 FEET;
THENCE NORTH 86°04'17" WEST, A DISTANCE OF 17.93 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 5.80 FEET;
THENCE NORTH 90°00'00" EAST PARALLEL WITH THE SOUTH LINE OF BLOCK 21, A DISTANCE OF 4.98 FEET;
THENCE ON A NON-TANGENT CURVE TO THE LEFT WITH A CHORD BEARING NORTH 22°18'42" EAST A DISTANCE OF 3.46 FEET, A CENTRAL ANGLE OF 41°01'31", WITH A RADIUS OF 4.93 FEET, FOR AN ARC LENGTH OF 3.53 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 5.70 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 253 SQUARE FEET OR 0.0058 ACRES MORE OR LESS.

PREPARED BY ROBERT A. HALL FOR AND ON THE BEHALF OF GILLIANS LAND CONSULTANTS. PLS 30098, P.O. BOX 375, BENNETT, CO. 80102, 303-973-9404.

THIS IS NOT A MONUMENTED LAND SURVEY, IMPROVEMENT SURVEY PLAT OR IMPROVEMENT LOCATION CERTIFICATE. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

Gillians

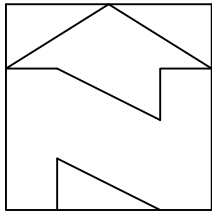
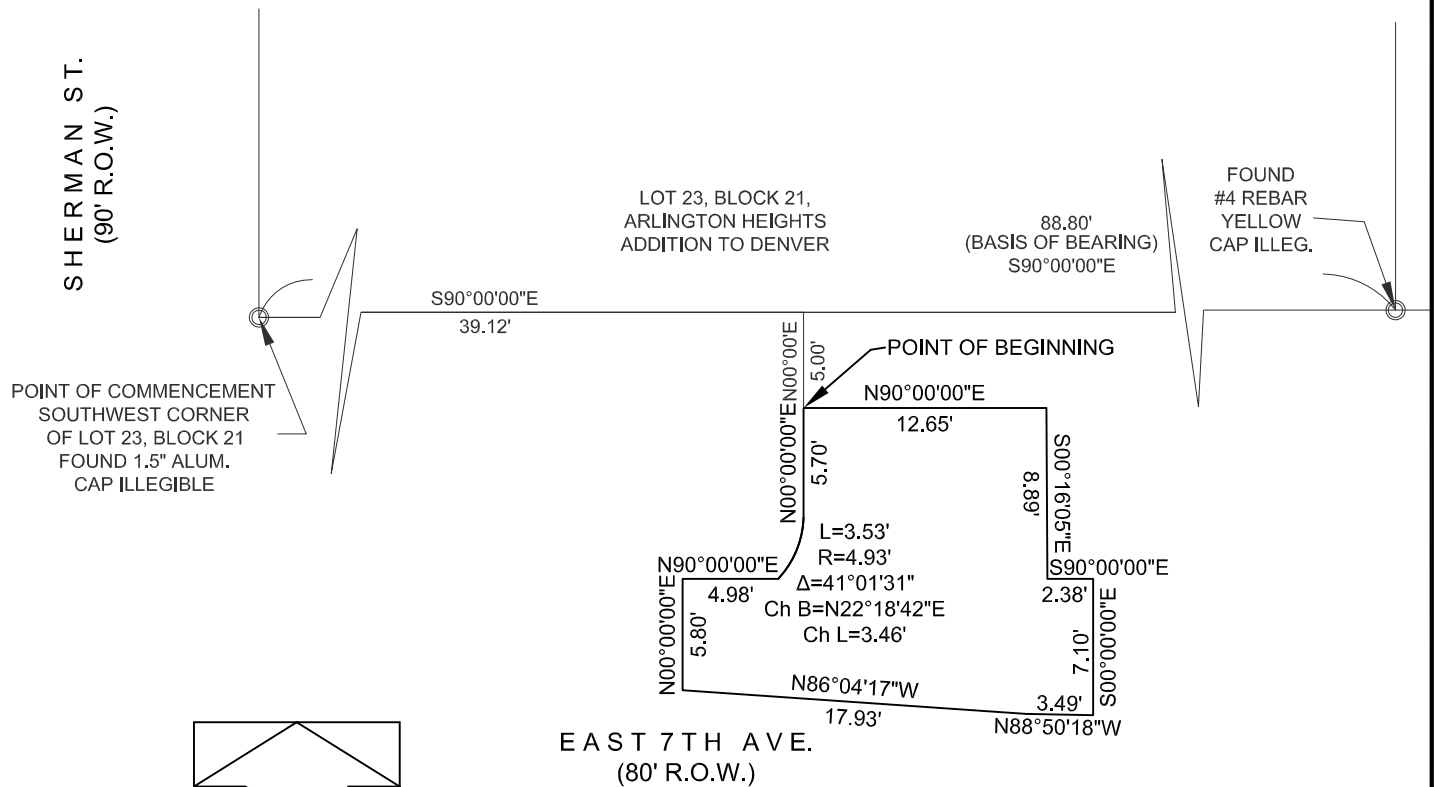
GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640 www.gillianslc.com

JOB NO.: 25077
DRAWN: RAH
ISSUE DATE: 04.24.25
FILE: 25077ALOY

ROBERT A. HALL
COLORADO P.L.S. 30098
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS



EXHIBIT A ILLUSTRATION SHEET 2 OF 2



SCALE: 1" = 10 US SURVEY FEET



10' 0 5' 10'

THIS IS NOT A MONUMENTED LAND SURVEY, IMPROVEMENT SURVEY PLAT
OR IMPROVEMENT LOCATION CERTIFICATE. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED PROPERTY DESCRIPTION.

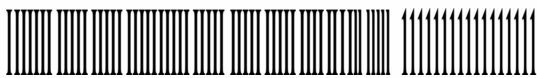
Gillians

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BENNETT, CO 80102
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JOB NO.: 25077
DRAWN: RAH
ISSUE DATE: 04.24.25
FILE: 25077ALOY

ROBERT A. HALL
COLORADO P.L.S. 30098
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS





2022114642

Page: 1 of 5

08/29/2022 04:13 PM
City & County of Denver
Electronically Recorded

R \$33.00

WD

D \$360.00

AFTER RECORDING RETURN TO:

2024-ENCROACHMENT-0000130-001

SNJKINC.
14923 E. CRESTRIDGE DR.
AURORA, CO 80015

SPECIAL WARRANTY DEED

THIS DEED, made this day of ~~Aug~~ 4th, 2022 (the "**Closing Date**"), is between **7th and Sherman Development LLC**, a Colorado limited liability company ("**Grantor**"), and **SNJK Inc.**, a Colorado corporation ("**Grantee**"), whose street address is 14923 E. Crestridge Dr., Aurora, CO 80015.

WITNESSETH, that the Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its successors, transferees and assigns forever, the real property (the "**Property**"), together with improvements, if any, situate, lying and being in the City and County of Denver, State of Colorado, described as follows:

See **Exhibit "A"** attached hereto and incorporated herein.

STATE DOC FEE
\$ 1,000.00

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and any and all easements or right to use easements relating to the Property, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors, transferees and assigns forever. The Grantor, for itself, and its successors, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors, transferees and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, except and subject to the matters set forth on **Exhibit "B"** attached hereto and incorporated herein by this reference.

[signature page follows]

Recording Requested by:
FNTGNCS Colorado
U0038S8b

Grantor has executed this Deed on the Closing Date.

GRANTOR:

7th and Sherman Development LLC,
a Colorado limited liability company

By: -

Name: Brent M. Farber

Title: Manager

STATE OF COLORADO)

)

) ss.

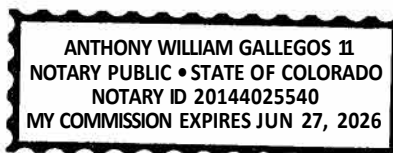
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of August, 2022, by Brent M. Farber, as the Manager of 7th and Sherman Development LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires 5. 'JY', 2025, at _____


Notary Public



Signature Page

Special Warranty Deed
7th & Sherman

24597343

Exhibit "A"***Legal Description of the Property***

THE WEST 88.8 FEET OF LOTS 21, 22, AND 23, INCLUSIVE, ALL OF LOT 20, AND THE SOUTH ½ OF LOT 19, BLOCK 21, ARLINGTON HEIGHTS ADDITION TO DENVER, EXCEPTING THEREFROM THAT PORTION AS DEEDED TO THE CITY AND COUNTY OF DENVER IN DEED RECORDED JANUARY 4, 2017 AT RECEPTION NO. 2017000990, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

[The remainder of this page intentionally left blank]

Exhibit "A" - Page 1

24597343

Exhibit "B" to the Deed***Permitted Exceptions***

1. Taxes and assessments for calendar year 2022 and subsequent years, a lien not yet due and payable.
2. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
3. Reservation of easement contained in Deed recorded March 31, 1948 in Book 63 67, Page 441.
4. Mountain View Preservation Building Height Restrictions, as imposed by Ordinance Nos. 60,260, 357 and 436, as set forth below:

Recording Date: March 14, 1968; August 19, 1968; December 4, 1968 and January 6, 1969

Recording No.: Book 9854, Page 231; Book 9916, Page 618; Book 9963, Page 506 and Book 9975, Page 351

5. Terms, conditions, provisions, easements, agreements and obligations contained in the Encroachment Easement Agreement as set forth below:

Recording Date: January 4, 2017

Recording No.: 2017000989

6. Terms, conditions, provisions, agreements and obligations contained in the Site Plan as set forth below:

Recording Date: January 24, 2017

Recording No.: Reception No. 2017009984

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Service Company of Colorado

Purpose: public utilities and incidental purposes

Recording Date: March 9, 2017

Recording No.: Reception No. 20170032459

8. Terms, conditions, provisions, agreements and obligations contained in an unrecorded lease to Tacos Tequila Whiskey CO, LLC, as evidenced by recorded UCC Financing Statement's as set forth below:

Exhibit "B" - Page 1

24597343

Recording Dates: November 30, 2017 and December 6, 2017

Recording No.: Reception Nos. 2017156308, 2017156309, and 2017158917

Disburser Notice recorded November 30, 2017 at Reception No. 2017156283.

9. The following matters as shown on ILC prepared by CMB Surveying, Inc., Job No. 17001, dated June 12, 2017:
 - (a) Possible improvements lying on or over property line as shown thereon. Being an ILC specific location is not shown.
 - (b) Neighboring property appears to also be lying on or over the property lines as shown thereon.
 - (c) Transformer and related electric within the northeast corner, as evidenced on ILC, no recorded easement was found of record in connection with same.

[The remainder of this page intentionally left blank]

Exhibit "B" - Page 2

24597343