



# APPLICATION

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

An Encroachment Permit is required prior to placing privately-owned improvements (“Encroachment” or “Encumbrance”) in the public Right-of-Way (ROW). Only Encroachment Permit Applications in accordance with [Rules and Regulations](#) and [Permit Entrance Requirements](#) for Encroachments in the Public Right-of-Way will be considered by the Department of Transportation & Infrastructure (DOTI). **It is the City’s sole discretion whether to grant an Encroachment Permit based on any facts the City feels are relevant. Approval is not guaranteed.**

To apply, complete this application and submit together with required application materials in accordance with the [Permit Entrance Requirements](#) to [DOTI.ER@denvergov.org](mailto:DOTI.ER@denvergov.org). Please type or print clearly. If necessary, attach additional sheets to fully answer any of the following sections. Incomplete applications packages will not be accepted. Questions on this application or the process can be sent to [DOTI.ER@denvergov.org](mailto:DOTI.ER@denvergov.org).

### 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: \_\_\_\_\_

Property Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

### OWNER REPRESENTATIVE:

*Check if the same as Adjacent Property Owner*

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

### ENCROACHMENT INFORMATION:

Project Name: \_\_\_\_\_

Adjacent Property Address: \_\_\_\_\_

Coordinates (Lat/Long): \_\_\_\_\_

Encroachment Area, in 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](http://www.denvergov.org/doti)  
 Phone: 720-865-3003

**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.)

Is this project associated with a LAND DEVELOPMENT REVIEW?

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

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**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 separate document. Additionally, provide required application materials in accordance with the Permit Entrance Requirements. It is not acceptable to simply state "please see attached plans" or other vague descriptors.*

**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 simply state "you want/need it" or other vague reasons.*

Department of Transportation & Infrastructure: Tier 3 Encroachment Permit Application  
Additional sheet for Justification for Private Improvements in the Public ROW.  
200 Dahlia Street, Denver, CO 80220

Full Response: The owner purchased and moved into the house during the 4th quarter of the year 2020, believing that the enclosed yard with the existing wood fence would be a safe backyard for their children, ages 4 and 2, not knowing that the fence had been built beyond the property line on the 2nd Avenue. The owner would like to request that the existing wood fence to stay as is, remain unchanged. However, the owner is willing to remove the existing bushes next to the current 3-foot wide sidewalk outside of the wood fence, and to widen the sidewalk by 2 feet to achieve the total width of 5 feet. This will be the situation shown on the Transportation Standards and Details for the Engineering Division Std. Dwg. 5.3. Please refer to the Landscape Site Plan L1, (2) photos of the site condition, and the Architectural Site Plan A-0.2a.

Additionally, the front yard fence is proposed by the landscape architect to create a safe environment for the owner's young children. The proportionally-balanced metal baluster fence will be transparent; however, it provides a security for their children to stay inside of the enclosed front yard at their corner lot. The owner is again willing to widen the currently 3-foot-wide sidewalk by 2 feet to achieve the total of 5-foot-wide sidewalk. This will create the condition similar to the Transportation Standards and Details Std. Dwg. 5.1. Please refer to the Landscape Site Plan L1 and the Architectural Site Plan A-0.2a.

## 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.

**SIGNATURE:** \_\_\_\_\_



**DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**FOR ER INTERNAL USE ONLY**

Tier Determination: \_\_\_\_\_ Project Number: \_\_\_\_\_ Initials: \_\_\_\_\_