



# 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).

**Check if this application is for Tier Determination only. If checked, the project will not be submitted for full review until confirmation, and remaining submittal requirements, are received by owner.**

### ADJACENT PROPERTY OWNER:

**The adjacent property owner or Authorized Special District 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: SNJK Inc.  
Contact Name: Mr. Steve Kim  
Property Address: 211 E. 7th Ave, Denver, CO. 80203  
Billing Address: 14923 Crestridge Dr. Aurora, CO. 80015-4207  
Phone: 303-534-4480 Email: kim10357@yahoo.com

### PRIMARY CONTACT: Check if the same as Adjacent Property Owner

Company Name: Studio K2 Architecture  
Contact Name: Kevin Koernig  
Address: 1525 Market St, Denver, CO. 80202. Suite 200  
Phone: 303-534-4480 Email: Kevin.Koernig@SK2arch.com

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)  
Email: [DOTI.ER@denvergov.org](mailto:DOTI.ER@denvergov.org)  
Phone: 720-865-3003



## ENCROACHMENT INFORMATION:

Project Name:	Outdoor Places for 211 E. 7th Ave
Adjacent Property Address:	211 E. 7th Ave, Denver, CO. 80203
Coordinates (Lat/Long):	39°72'73" N 104°98'45" W
Encroachment Area, in SF:	323 SF

Is this project associated with a LAND DEVELOPMENT REVIEW?

Yes  No  If 'Yes', provide Project Master, Site Plan and/or Concept Development Project Numbers:  
2015-PROJMSTR-0000672, 2015-CONCEPT-0000221, 2016-SDP-0000037

Is the proposed encroachment located in Future Right-of-Way?

*Finalizing permit and/or processing resolution for the Encroachment will not occur until the ROW dedication is finalized.*

Yes  No  If 'Yes', provide ROW Dedication Project Number:  
2016-DEDICATION-0000096

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.)

Located on the South side of 211 E. 7th Ave, situated 6' - 5" from the edge of the building (edge of R.O.W.) and 17' - 9" from 7th Ave centerline, and 59' - 8" from Sherman St.

Description of Encroachment:

*Describe the proposed encroachment, including the type and quantity of objects.*

The encroachment will be a type 3 parklet that's used for additional seating for the restaurant. This will sit between the sidewalk and the bike lane and consist of a deck structure protected on all sides by a railing as well as flower boxes along the bike lane.

Reason 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.*

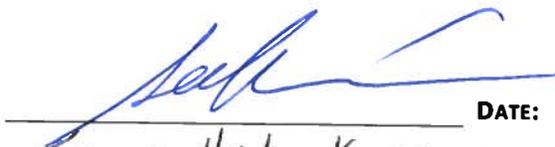
Joining in with the Denver Outdoor Places Program the goal of this improvement in the ROW is to expand the serving capacity of this business. The area in the ROW is the only available space for this expansion.

**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:**



**DATE:**

3/21/24

**PRINT NAME:**

Sang Hak Kim

**TITLE:**

Owner

**COMPANY:**

SNJK LLC

# PERMIT 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:*

- [Denver Revised Municipal Code \(DRMC\) Chapter 49, Streets, Sidewalks and Other Public Ways](#)
- [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 1<sup>st</sup> 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
- Construction Materials
- Projection from building
- Distance from Encroachment to the nearest flowline

City and County of Denver Department of Transportation & Infrastructure

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

[www.denvergov.org/doti](http://www.denvergov.org/doti)

Phone: 720-913-3003



- 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 1<sup>st</sup> 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	\$500.00	\$500.00
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: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPANY: \_\_\_\_\_ PHONE: \_\_\_\_\_

City and County of Denver Department of Transportation & Infrastructure  
 Right-of-Way Services | Engineering & Regulatory  
 201 W Colfax Ave, Dept 507 | Denver, CO 80202  
[www.denvergov.org/doti](http://www.denvergov.org/doti)  
 Phone: 720-913-3003



211 E. 7TH AVE.  
DENVER, CO 80203  
TYPE 3 PARKLET

ALOY THAI  
OUTDOOR PLACES PROGRAM

T Y P E 3 P A R K L E T  
DENVER, CO. 80203

GRAPHIC SYMBOLS		GENERAL NOTES: (THESE NOTES APPLY TO ALL DRAWINGS)	PROJECT DESCRIPTION	PROJECT TEAM	SHEET INDEX															
<p><b>SYM</b></p> <p><b>DESCRIPTION</b></p> <p>1 — COLUMN GRID LINE</p> <p>A1 / A501 — SECTION REFERENCE SECTION NUMBER DRAWING ON WHICH SECTION IS SHOWN</p> <p>A1 / A301 — EXTERIOR ELEVATION REFERENCE ELEVATION NUMBER DRAWING ON WHICH ELEV IS SHOWN</p> <p>A1 / A801 — DETAIL SECTION REFERENCE DETAIL NUMBER DRAWING ON WHICH DETAIL IS SHOWN</p> <p>A1 / A100 — DETAIL PLAN REFERENCE DETAIL NUMBER DRAWING ON WHICH DETAIL IS SHOWN</p> <p>A201 1 — INTERIOR ELEVATION REFERENCE ELEVATION NUMBER DRAWING ON WHICH ELEV. IS SHOWN</p> <p>◇ — WALL TYPE</p> <p>101 — DOOR NUMBER</p> <p>RNAME1 ROOM NAME ### SF — ROOM NAME ROOM NUMBER SQUARE FOOTAGE</p> <p>0'-0" A.F.F. — ELEVATION MARK</p> <p>⊕ — NORTH ARROW</p> <p>◻ — WINDOW TAG</p> <p>☁ — REVISION MARK</p>	<p>1. GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOBSITE, PARTICULARLY DIMENSIONS AND CONDITIONS AFFECTING SHOP DRAWING SUBMITTALS IF REQUIRED.</p> <p>2. BEFORE ANY WORK IS BEGUN IN THE EXISTING BUILDINGS, CONTRACTOR WILL CONDUCT A WALK THRU OF THE ENTIRE COMPLEX WITH THE OWNER AND ARCHITECT TO DETERMINE THE CONDITION OF THE EXISTING SPACES REQUIRING WORK UNDER THIS CONTRACT. EXISTING CONDITIONS OF EACH SPACE PRIOR TO COMMENCEMENT OF WORK WILL BE NOTED.</p> <p>3. DIMENSIONS ARE TO FACE OF MASONRY, FACE OF DEMISING WALLS AND C.L. OF COLUMNS, UNLESS OTHERWISE NOTED.</p> <p>4. WHERE EXISTING MATERIALS OR OBJECTS ARE REMOVED, RELOCATED OR MODIFIED, THE GENERAL CONTRACTOR SHALL PATCH DAMAGED SURFACE FROM WHICH THE MATERIAL WAS REMOVED, RELOCATED OR MODIFIED TO MATCH ADJACENT MATERIAL OR FINISH.</p> <p>5. IN AREAS TO BE RENOVATED, CONTRACTOR SHALL REMOVE ALL FURNISHINGS &amp; EQUIPMENT NECESSARY TO BE MOVED TO CARRY OUT THE WORK. CONTRACTOR SHALL PLACE OR STORE FURNISHINGS &amp; EQUIPMENT ON SITE, IN SPACES AS DIRECTED BY THE OWNER. UPON COMPLETION OF RENOVATION WORK FURNISHINGS OR EQUIPMENT REMOVED BY THE CONTRACTOR SHALL BE REINSTALLED IN THE RENOVATED SPACES. THIS INCLUDES DISCONNECTION AND RECONNECTION OF ITEMS REQUIRING MECHANICAL, ELECTRICAL OR PLUMBING SERVICES.</p> <p>6. GENERAL CONTRACTOR SHALL PROVIDE ALL CONC. EQUIPMENT PADS &amp; CURBS. COORDINATE WITH PLUMBING, MECHANICAL AND ELECTRICAL. ALL WATER HEATERS SHALL BE SET ON 5" CONC. HOUSEKEEPING PAD. ALL CONDUIT PENETRATING SLABS AND NOT CONCEALED IN WALL SHALL HAVE HOUSEKEEPING CURB (CONTINUOUS ON AFFECTED WALL). PADS &amp; CURBS SHALL BE HIGH ENOUGH TO CLEAR BASE BY 1/2" WITH CHAMFERED EDGE. CLEAN, RUB &amp; PAINT EXPOSED PORTIONS OF PADS OR CURBS.</p> <p>7. PLUMBING, MECHANICAL AND ELECTRICAL WORK TO BE SUPPORTED FROM ABOVE SHALL BE SUPPORTED FROM THE BUILDING STRUCTURE. DO NOT HANG EQUIPMENT, DUCTS, SPRINKLERS, PIPING, ETC., FROM JOIST BRIDGING, METAL DECK OR METAL STUDS. CONTRACTOR SHALL PROVIDE STEEL ANGLE OR CHANNEL CROSS MEMBERS OF APPROPRIATE SIZE AS NECESSARY FOR EQUIPMENT HANGERS. NEW MECHANICAL EQUIPMENT &amp; DUCT WORK IS TO BEAR ON NEW UTILITY PLATFORM (SEE MECH).</p> <p>8. WHERE NEW WORK OCCURS ABOVE EXISTING CEILINGS TO REMAIN, PROTECT EXISTING CEILING GRID AND TILES, AND ANY OTHER ITEMS IN THE VICINITY OF THE WORK PERFORMED. CONTRACTOR SHALL REPLACE ITEMS DAMAGED IN THE PROCESS. SEE MECHANICAL PLUMBING AND ELECTRICAL DRAWINGS FOR FURTHER INFORMATION.</p> <p>9. FIRE SUPPRESSION IS NOT INCLUDED IN THIS PROJECT.</p> <p>10. CONTRACTOR SHALL PERMANENTLY STENCIL-LABEL ON ALL SMOKE PARTITIONS AND RATED WALLS IN CONCEALED AREAS WITH THE FOLLOWING: ( ) HOUR FIRE AND SMOKE BARRIER - PROTECT ALL OPENINGS. APPLY NOTE AT NOT MORE THAN 12'-0" INTERVALS WITH MINIMUM 2" HIGH LETTERS ON A CONTRASTING BACKGROUND. CONTRACTOR SHALL DO THE SAME FOR ALL LOAD BEARING WALLS WITH THE FOLLOWING: LOAD BEARING WALL - DO NOT DEMOLISH.</p>	<p>11. EACH EXTERIOR WINDOW AND DOOR SHALL BE LABELED BY THE MANUFACTURER TO CERTIFY COMPLIANCE WITH THE REQUIREMENTS OF NATIONAL FENESTRATION RATING COUNCIL PER NFRC 100 AND 200 FOR FIELD VERIFICATION BY THE INSPECTOR.</p> <p>12. FIRE EXTINGUISHERS SHALL BE LOCATED PER THE REQUIREMENTS OF NFPA 10. THE SIZE SHALL BE A MINIMUM OF 2A-10BC AND SHALL BE INSTALLED AT A MAXIMUM OF 48" ABOVE THE FINISH FLOOR TO THE TOP OF THE HANDLE. EXTINGUISHERS ARE PROVIDED BY THE OWNER FOR ALL CABINETS AND BRACKETS.</p> <p>13. FIRE EXTINGUISHERS TO BE 2-A, 40-B WITH WALL BRACKET. PROVIDE BLOCKING TO SUPPORT UNIT.</p> <p>14. CONTRACTOR SHALL COORDINATE ALL PLUMBING FIXTURE LOCATIONS WITH ARCHITECTURAL AND PLUMBING DRAWINGS. DO NOT SCALE PLUMBING DRAWINGS. CONTRACTOR SHALL COORDINATE LOCATION OF ALL ELECTRICAL EQUIPMENT TO AVOID CONFLICTS WITH DOORS, WALL INTERSECTIONS, AND CASEWORK.</p> <p>15. ALL INTERIOR GLAZING SHALL BE 1/4" TEMPERED GLASS (UNLESS OTHERWISE NOTED OR REQUIRED BY WALL RATING)</p> <p>16. PROVIDE SOUND BATT INSULATION ABOVE CEILINGS WHERE SHOWN ON PLANS/SECTIONS AND/OR OTHERWISE NOTED IN FINISH SCHEDULE NOTES.</p> <p>17. WHERE GYPSUM BOARD/ PLASTER CEILINGS OCCUR CONTRACTOR SHALL COORDINATE EXACT LOCATION OF ACCESS DOORS WITH ARCHITECT. ALL NEW PLASTER CEILINGS SHALL RECEIVE AN ACCESS DOOR. ALL PLUMBING VALVES ABOVE PLASTER CEILINGS SHALL RECEIVE AN ACCESS DOOR.</p>	<p>THIS PROJECT IS FOR THE ADDITION OF OUTDOOR PATIO SPACES FOR 211 EAST 7TH ST. DENVER, CO. 80203. THIS PATIO WILL BE DESIGNED IN ACCORDANCE WITH DENVER'S OUTDOOR PLACES PROGRAM. THERE WILL BE AN ADDITION OF ONE PATIO FOR ALOY THAI. ALOY THAI WILL HAVE A PATIO THAT IS 254 SQUARE FEET.</p>	<p><b>BUILDING OWNER:</b></p> <p>SNJK INC 14923 E. CRESTRIDGE DR. AURORA, CO 80015 P. 720.496.7174 CONTACT: MR. STEVE KIM</p> <p><b>TENANT:</b></p> <p>ALOY THAI 211 E. 7TH AVE DENVER, CO 80203 P. 720.912.3453 CONTACT: MUI FISHER</p> <p><b>ARCHITECT:</b></p> <p>STUDIO K2 ARCHITECTURE 1525 MARKET STREET, SUITE 200 DENVER, CO 80202 P. 303.534.4490 CONTACT: KEVIN KOERNIG, AIA</p>	<p><b>ARCHITECTURAL COVER SPECIFICATIONS</b></p> <p>G010 SPECIFICATIONS</p> <p>G020 SPECIFICATIONS</p> <p>G030 SPECIFICATIONS</p> <p>G040 SPECIFICATIONS</p> <p>G050 SPECIFICATIONS</p> <p>G060 SPECIFICATIONS</p> <p>G070 SPECIFICATIONS</p> <p>G080 SPECIFICATIONS</p> <p>G090 SPECIFICATIONS</p> <p>A5001 OVERALL SITE PLAN</p> <p>A100 PATIO PLAN</p> <p>A300 EXTERIOR ELEVATIONS</p> <p>A301 EXTERIOR ELEVATIONS</p> <p>A400 PATIO SECTIONS</p> <p>A800 DETAILS</p>															
		<p><b>ACCESSIBLE DETAILS &amp; MOUNTING HEIGHTS (ICC A117.1)</b></p> <p>NOTE: COORDINATE NEW FIXTURE LOCATIONS WITH EXISTING TO BE REMOVED FIXTURE LOCATIONS IF POSSIBLE.</p>	<p><b>BUILDING GROSS SF</b></p> <p>TOTAL GROSS BUILDING SQFT: 4,980 SF</p> <p>SCOPE OF WORK TOTAL GROSS SQFT: 252 SF</p>	<p><b>VICINITY MAP: NOT TO SCALE</b></p>	<p>The Professional Architect's seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.</p> <p>ISSUE DATE: 01.30.2025</p> <p>PROJECT NUMBER: 2024.004</p> <p>REVISIONS:</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>TITLE</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>TIER DETERMINATION</td> <td>04.10.24</td> </tr> <tr> <td>2</td> <td>PERMIT SET</td> <td>08.08.24</td> </tr> <tr> <td>3</td> <td>COMMENT RESPONSE</td> <td>11.04.24</td> </tr> <tr> <td>4</td> <td>COMMENT RESPONSE</td> <td>01.30.25</td> </tr> </tbody> </table>	NO.	TITLE	DATE	1	TIER DETERMINATION	04.10.24	2	PERMIT SET	08.08.24	3	COMMENT RESPONSE	11.04.24	4	COMMENT RESPONSE	01.30.25
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Summary of Work:

1. Project Identification:
  - a) Location: 4655 N. Yampa St., Denver CO 80249
  - b) Owner: Rocky Mountain Internal Medicine  
1360 S. Potomac St.  
Aurora, CO 80012
2. Contract Documents, dated 06/25/2024 prepared by Studio K2 Architecture, 1525 Market Street, Suite 200, Denver CO 80202. 303.534.4480 contact Kevin Koernig, AIA
3. This Project includes the interior finish out of Unit 6 of the Yampa Street Tech Center located at 4655 N. Yampa St. in Denver, CO. This 1,994 Sq. Ft. Finish out will include Mechanical, Electrical, and Plumbing work done.

Contractor's Distribution of Drawings: The Contractor will distribute all contract drawings to all subcontractors for bidding, use and coordination with other disciplines during construction.

Building Standard Materials and Products: Provide building standard material and products as indicated in the technical specifications and on the Drawings, unless otherwise noted.

Contractor's Use of Premises: During construction, Contractor shall have limited use of building area as indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project.

Contract Modification Procedures: Upon the Owner's approval of a proposal from the Contractor, submitted either in response to a Proposal Request issued by the Architect or as a request for change from the Contractor, the Architect will issue a Change Order on AIA Document G701, for all changes to the Contract Sum or Contract Time.

Payment Procedures:

1. Submit a Schedule of Values which breaks down the Contract Sum into at least one line item for each technical Specification Heading. Correlate the Schedule of Values with the Contractor's Construction Schedule.
2. Submit 3 copies of each Application for Payment on AIA Document G702/703, in accordance with the schedule established in the Agreement.
3. For the second Application through the Application submitted at Substantial Completion, submit partial releases of liens from each subcontractor or supplier for whom amounts were requisitioned on the previous payment.

Cutting and Patching: Do not cut structural members without prior written approval of Architect and Structural Engineer. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

Final Cleaning: Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:

1. Remove labels that are not permanent.
2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
4. Vacuum carpeted surfaces and wax resilient flooring.

Closeout Submittals:

1. Record Drawings: Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.
2. Operation and Maintenance Data: Organize data into 3-ring binders, with pocket folders for folded sheet information.
3. Submit one (1) copy of each of the above to the Architect for review.

Closeout Procedures:

1. Request Substantial Completion inspection once the following are complete:
  - a) Advise Owner of pending insurance changeover requirements.
  - b) Submit Record Drawings, maintenance manuals, warranties, and similar record information.
  - c) Deliver spare parts, extra stock, and similar items.
  - d) Complete startup testing of systems and instruction of operation and maintenance personnel.
  - e) Remove temporary facilities and controls.
  - f) Complete final cleanup.
  - g) Touch up, repair, and restore marred, exposed finishes.
  - h) Obtain final inspections from authorities having jurisdiction.
  - i) Obtain certificate of occupancy.
2. Upon receipt of a request for inspection, Architect will proceed with inspection or advise Contractor of unfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
3. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel.
4. Warranties:
  - a) Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - b) When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
  - c) At Final Completion compile two (2) copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on each technical Specification Heading.
5. Request inspection for certification of final acceptance and final payment, once the following are complete:
  - a) Submit final payment request with releases of liens and supporting documentation. Include insurance certificates.
  - b) Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
  - c) Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
  - d) Submit consent of surety to final payment.
6. Architect will reinspect the Work on receipt of notice that the Work has been completed.
7. On completion of reinspection, Architect will prepare a certificate of final acceptance. If the Work is incomplete, Architect will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

Cutting and Patching: Do not cut structural members without prior written approval of Architect and Structural Engineer. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

Submittal Procedures:

1. Construction Schedule: Submit copies of Construction Schedule to the Architect / Owner for review, in pdf format. Construction Schedule shall be critical path or bar-chart format.
2. Coordinate submittal preparation with Construction Schedule, fabrication lead-times, other submittals and activities that require sequential operations.
3. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
4. Prepare submittals by placing a permanent label on each for identification. Provide a label to record review and approval markings and action taken. Include the following information on the label:
  - a) Project name.
  - b) Date.
  - c) Name and address of Contractor.
  - d) Name and address of subcontractor and supplier.
  - e) Title of appropriate technical Specification Heading.
5. Product Data: Submit pdf copies and mark each copy to show applicable choices and options.
6. Shop Drawings: Submit newly prepared information drawn to scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information. Submit 1 reproducible print and 1 blue- or black-line print on sheets at least 8 1/2 by 11 inches but no larger than 30 by 42 inches. Architect will return the reproducible print.
7. Samples: Submit three (3) sample finishes as specified and identical with the material proposed. Where variations are inherent in the material, submit at least three (3) units that show limits of the variations. Include product name or name of the manufacturer.
8. Architect will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained.

Product Requirements: The Owner and Architect may consider substitutions of specified materials which provide a savings in Contract Sum and/or Time. The Contract Sum and Time savings shall be identified at time of submittal. The request for substitution shall be submitted in reasonable and timely manner for review, as not to delay construction. Substitution submittals shall include product information, test data, samples (if applicable), delivery time, and cost information. If deemed acceptable by the Owner and Architect, the substitution submitted may be used by the Contractor. Acceptance of the substitution by the Owner and Architect does not relieve the Contractor of responsibility in performance or workmanship in relation to the substitution. The required warranties of any item of construction shall not be modified by substitutions.

Examination and Preparation: Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Do not proceed with installation until unsatisfactory conditions have been corrected. Prepare substrates and adjoining surfaces according to manufacturer's written instructions.

Installation: Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.



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NOT FOR CONSTRUCTION

ALOY THAI  
**OUTDOOR PLACES PROGRAM**  
T Y P E 3 P A R K L E T  
DENVER, CO. 80203  
211 E. 7TH AVE

NO. REVISION / SUBMISSIONS	DATE
TIER DETERMINATION	04.10.2024
PERMIT	08.08.2024
△RESPONSE TO COMMENTS	11.04.2024
△RESPONSE TO COMMENTS	01.30.2025

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DRAWING NUMBER

G010

Final Cleaning: Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:

1. Remove labels that are not permanent.
2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
4. Vacuum carpeted surfaces and wax resilient flooring.

Closeout Submittals:

1. Record Drawings: Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.
2. Operation and Maintenance Data: Organize data into 3-ring binders, with pocket folders for folded sheet information.
3. Submit one (1) copy of each of the above to the Architect for review.

Closeout Procedures:

1. Request Substantial Completion inspection once the following are complete:
  - a) Advise Owner of pending insurance changeover requirements.
  - b) Submit Record Drawings, maintenance manuals, warranties, and similar record information.
  - c) Deliver spare parts, extra stock, and similar items.
  - d) Complete startup testing of systems and instruction of operation and maintenance personnel.
  - e) Remove temporary facilities and controls.
  - f) Complete final cleanup.
  - g) Touch up, repair, and restore marred, exposed finishes.
  - h) Obtain final inspections from authorities having jurisdiction.
  - i) Obtain certificate of occupancy.
2. Upon receipt of a request for inspection, Architect will proceed with inspection or advise Contractor of unfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
3. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel.
4. Warranties:
  - a) Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - b) When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
  - c) At Final Completion compile two (2) copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on each technical Specification Heading.
5. Request inspection for certification of final acceptance and final payment, once the following are complete:
  - a) Submit final payment request with releases of liens and supporting documentation. Include insurance certificates.
  - b) Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
  - c) Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
  - d) Submit consent of surety to final payment.
6. Architect will reinspect the Work on receipt of notice that the Work has been completed.
7. On completion of reinspection, Architect will prepare a certificate of final acceptance. If the Work is incomplete, Architect will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

TREES, PLANTS, AND GROUNDCOVERS

32 93 00 - 2

13 March 2015

TREES, PLANTS, AND GROUNDCOVERS

32 93 00 - 1

January 2024

SECTION 32 93 00 TREES, PLANTS, AND GROUNDCOVERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Report Documentation
  1. City and County of Denver - Regulated Asbestos Contaminated Soil Standard Operating Procedure (RACS SOP), Denver Department of Public Health and Environment (DDPHE) - Environmental Quality Division, May 2, 2019 (see Appendix).
  2. City and County of Denver - Guidance for Reuse of Soil on City Projects, Denver Department of Environmental Health - Environmental Quality Division, October 5, 2017 (see Appendix).
  3. [City and County of Denver - Standard Materials Management Plan (MMP), Denver Department of Public Health and Environment (DDPHE) - Environmental Quality Division, November 13, 2019 (see Appendix).]
  4. [List geotechnical, investigative trenching, MMP, PSRMP or related documentation including dates, authorship, etc. (see Appendix).]

1.2 SUMMARY

- A. This Section includes requirements for furnishing, installing, and maintaining live woody plant material.
- B. Related Sections: **[REMOVE ANY OF THE SECTIONS BELOW THAT DO NOT APPLY]**
  1. Division 01 Section "Tree Retention and Protection".
  2. Division 31 Section "Clearing and Grubbing".
  3. Division 31 Section "Earth Moving".
  4. Division 32 Section "Watering".
  5. Division 32 Section "Irrigation System".
  6. Division 32 Section "Automatic Irrigation Controllers".
  7. Division 32 Section "Soil Preparation".
  8. Division 32 Section "Topsoil".
  9. Division 32 Section "Landscape Management and Maintenance".

1.3 DEFINITIONS

- A. ANSI: American National Standards Institute. Z60.1 is the national standard for nursery stock.
- B. Backfill: The soil used from original excavation site or the act of placing soil in an excavation.
- C. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- D. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than the minimum root spread according to ANSI Z60.1 for type and size of plant required.
- E. Caliper: Caliper of a trunk as measured by a diameter tape at a height six-inches (6") above the root flare for trees up to, and including, four-inch (4") size at this height; and as measured at a height of twelve-inches (12") above the root flare for trees larger than four-inch (4") size.

- F. Cane: A cane shall be considered a primary stem which starts from the ground or at a point close to the ground at a point not higher than one-fourth (1/4) the height of the plant, and which reaches the minimum height stated in the plant size specification.
- G. Central leader: Also referred to as leader or the dominant leader. A continuation of the main trunk located in the center of the crown, beginning at the lowest main scaffold branch and extending to the top of the tree. Central leaders should be straight without defects.
- H. Circling root(s): One or more roots whose diameter is greater than ten percent (10%) of the trunk caliper circling more than one-third of the trunk. Circling roots are unacceptable.
- I. Clear Trunk: The portion of the trunk below the main crown which may include shortened temporary branches.
- J. Co-dominant: Two or more vigorous, upright branches or stems of relatively equal diameter that originate from a common point, usually where the leader was lost or removed. Co-dominant stems are unacceptable.
- K. Container-Grown: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- L. Crown: The portion of a tree beginning at the lowest main scaffold branch extending to the top of the tree. On younger trees, the crown may be comprised of temporary branches.
- M. Cultivar: A named plant selection from which identical or nearly identical plant characteristics can be produced, usually by vegetative propagation or cloning.
- N. Diameter Breast Height (DBH): Diameter of a trunk as measured by a diameter tape at a height 54-inches (54") above the ground line for trees with caliper of six-inches (6") or greater as measured at a height of twelve-inches (12") above the root flare. Per ANSI Z60 American Standard for Nursery Stock.
- O. Drip Zone: The outermost edge of the tree's canopy or branch spread. The area within a tree's drip line is all the ground under the total branch spread.
- P. Finish Grade: Elevation of finished surface of planting soil.
- Q. Genus: Biological classification name for a group of related plants that share similar characteristics or features.
- R. Included Bark: Bark embedded in the union between a branch and the trunk or between two or more stems that prevents the formation of a normal branch bark ridge. Included bark is unacceptable.
- S. Kinked Root: A main root that is sharply bent. Kinked roots are unacceptable.
- T. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- U. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- V. Root Ball: Root mass of a tree or shrub after digging or removal of the container. Depth is measured from the base of the root flare to the bottom of the root ball. Width is measured horizontally across the root ball with an approximately circular form or the least dimension for non-round root balls, centered around the trunk within a 10% Root tolerance according to ANSI Z60.1
- W. Root Collar: Also referred to as the root flare. The transition zone where the trunk and root zone meet.
- X. Root Flare: Also called "trunk flare". The area at the base of the tree's stem or trunk where the stem or trunk broadens to form first order roots; the area of transition between the root system and the stem or trunk.



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- Y. Scaffold Branches: Large main branches originating from the trunk that form the main structure of the crown.
- Z. Species: Biological classification name for a subgroup of plants within a genus.
- AA. Stem-girdling Root: A circling, bent, or straight root that touches or rests on the trunk or root flare that can become a permanent root. Stem-girdling roots are unacceptable.
- BB. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- CC. Taper: The thickening of a trunk to the root flare or branch toward its parent base.
- DD. Temporary Branch: A small branch that is temporarily retained along the lower trunk of young trees to promote general health and trunk taper.
- EE. Tree Protection Zone: The zone equal to eighteen inches (18”) radially from the tree for every one inch (1”) of trunk diameter at breast height.
- FF. Trunk: The main stem of a tree, beginning at the root collar and ending at the lowest main scaffold branch.
- GG. **[Turf Conversion: Areas of existing turfgrass to be converted to a different vegetation type]**
- HH. Variety: A naturally occurring named plant selection subtype of a species.

1.4 SUBMITTALS

- A. See Division 01 Section “Submittals” for submittal requirements.
- B. Product Data: For each type of product.
  - 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
- C. Product Samples: At a minimum provide the following samples for approval by the Project Manager, additional product samples may be required at the direction of the Project Manager.
  - 1. Mulch: one (1) gallon bag minimum of each type of mulch.
  - 2. **[Rock Groundcover: one (1) gallon bag minimum of each type.]**
  - 3. Tree Stakes: one (1) of each type.
  - 4. Tree Straps: one (1) each.
  - 5. Guy Material: one (1) linear foot.
  - 6. Guy Signal: one (1) linear foot.
  - 7. Tree Wrap: one (1) linear foot.
- D. Pesticides: Product label, Safety Data Sheet (SDS) labels and manufacturer's application instructions specific to Project.
- E. Proper Identification: All plants shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by species and cultivar (as appropriate).
- F. Contractor shall provide a complete list of all plant material for approval by the Project Manager a minimum of ten (10) days prior to delivery. Any substitutions of plant material, including but not limited to size, type, species and variety shall be listed and submitted to the Project Manager for approval.
- G. Tree Planting Permit: The contractor shall obtain a planting permit request form available at [denvergov.org/Forestry](http://denvergov.org/Forestry) and submit the completed form to the Office of the City Forester and the Project Manager.
- H. Contractor shall provide the following certificates:
  - 1. State Inspection Certificate from the origin nursery.
  - 2. Certificate from origin state.
  - 3. Quarantine Certificate from origin state.
  - 4. Any Certificates required by the USDA Animal and Plant Health Inspection Service (APHIS) and ANSI-Z-60 and accompanying Rules and Regulations.
- I. Analysis of existing soil shall be per Division 32 Sections “Topsoil” and “Soil Preparation”.
- J. Contract Close Out Submittals:
  - 1. Warranty for Trees, Plants, and Groundcovers: At completion of work, furnish written warranty to the Project Manager based upon specified requirements.

1.5 QUALITY CONTROL

- A. All plant material shall comply with federal and state laws and regulations requiring inspection for plant diseases, pests, and weeds. Inspection certificates

required by law shall accompany each shipment of plants. Clearance from the local county agricultural commissioner, if required, shall be obtained before planting trees originating outside the county in which they are to be planted. Even though trees may conform to county, state, and federal laws, the City may impose additional requirements that pertain to local issues.

B. The Contractor shall arrange for the inspection of plant material upon delivery to the site for compliance with the Specifications and Contract Drawings. The Office of the City Forester and the Project Manager have the right to reject plant material that does not meet Specifications until Final Acceptance. Inspection of materials is primarily for quality, size, form, variety, damage, and proper rooting but other requirements are not waived even though initial visual inspection results in approval. Rejected material shall be removed from the site within twenty-four (24) hours.

C. The Project Manager and the Office of the City Forester have the right to cull a pre-determined quantity of plant material representative of the genus to invasively inspect for root defects. Upon discovery of defects that will impact future health and growth, other plant material may be inspected as well to determine quality of overall plant material and possible rejection.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Materials: Deliver materials in original containers with tags showing genus, species and size. Protect materials from damage during delivery and while stored at site. The Project Manager reserves the right to inspect containers before or after installation to verify compliance with Specifications.

- B. Bulk Materials:
1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants or in tree protection zones.
  2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  3. Accompany each delivery of bulk materials with appropriate certificates.

C. Trees: Nursery stock shall be harvested and planted during the same growing season. Do not prune, except as approved by the Office of the City Forester and the Project Manager. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling, and transportation damage. Do not bend, tie, or deliver trees in such a manner as to destroy natural shape. Root balls should be moist and provide protective covering during delivery. Plant materials delivered without protective covering may be rejected. Protect root balls from damage during digging, transferring, loading, unloading, and planting. All trees shall be labeled with a securely attached waterproof tag bearing a legible plant name. Remove all tags and flagging as directed by the Project Manager.

D. Deliver bare-root stock plants within twenty-four (24) hours of digging. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.

E. Store bulbs, corms, and tubers in a dry place at sixty degrees to sixty-five degrees (60° to 65°) F until planting.

F. Handle planting stock by the root ball only, providing support to top.

G. Deliver trees after preparations for planting have been completed and install immediately. If planting is delayed more than six (6) hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.

1. Set balled stock on ground and cover ball with wood chips, or other acceptable material.
2. Do not remove container-grown stock from containers before planting.
3. Water root systems of trees stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.
4. Root balls should be stored in shade and be covered with moist mulch if stored on site for longer than twelve (12) hours.

1.7 PROJECT/SITE CONDITIONS

A. Vehicular accessibility on site shall be as directed as shown on approved plans or by the Project Manager. Repair damage to prepared topsoil and existing surfaces, caused by vehicular access and movement during work under this section, to original condition at no additional cost to the City.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.8 COORDINATION AND SCHEDULING

A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required, avoiding temperature extremes. Planting materials should be generally planted between April 15 and October 1, or at the direction of the Office of the City Forester or Project Manager. If irrigation is not available at the time of planting, then the Contractor is responsible for watering of all plant material at no additional cost to the City, refer to Division 31 Section “Watering”.

B. Plant trees after final grades have been accepted and prior to seeding or sodding, unless otherwise authorized by the Project Manager.

1.9 WARRANTY

A. Warranty: The warranty specified in this Article shall not deprive the City of other rights the City may have under other provisions of the Contract Documents and shall be in addition to, and run concurrently with, other warranties made by the Contractor under requirements of the Contract Documents.

B. Trees, Plants, and Groundcovers shall be warranted for a period of one (1) year after date of Substantial Completion, against defects including death, structural failures, dieback as determined by the Office of the City Forester and the Project Manager. Through the Warranty period, the Contractor shall ensure survival of the newly planted material which may include winter watering when there is not adequate precipitation to promote plant health. The Warranty shall not cover defects resulting from lack of adequate maintenance, neglect or abuse by City staff, hail, or incidents that are beyond Contractor's control.

C. The Warranty shall not be enforced should any plant die due to vandalism after Substantial Completion.

D. Remedial Actions:

1. Replace any plant materials that have been excessively pruned, more than twenty percent (20%) percent die back in the central leader, or in an unhealthy or declining condition immediately upon notice from the Project Manager during warranty period.
2. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.

E. All plants shall be true to name and meet all conditions of these specifications. Any plant that is not true to name as indicated by form, leaf, flower, or fruiting characteristics shall be replaced at the Contractor's expense.

F. All tree stabilization materials shall be removed by the end of the Warranty period, if not done prior, unless otherwise directed by the Office of the City Forester and the Project Manager.



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PART 2 - PRODUCTS

2.1 PLANT MATERIALS

- A. General: Furnish and install nursery-grown trees and shrubs conforming to the requirements of ANSI-Z-60 and ANSI A300, Part 6, with healthy root systems developed by transplanting or root pruning. Provide well shaped, symmetrical, fully branched, healthy, and vigorous stock free of disease, insects, eggs, larvae, girdling, and defects such as sun scald, injuries, abrasions, and disfigurement.
- B. Label all plants of each size, caliper genus, species cultivar or variety with a securely attached waterproof tag bearing legible designation of botanical and common name.
- C. All plants shall be the genus, species, variety or cultivar designated on the Contract Drawings. No substitutions will be accepted without the prior written approval of the Office of the City Forester and the Project Manager. Contractor must provide proof of non-availability.

2.2 TREES

- A. These specifications shall apply to deciduous, broadleaf evergreen and coniferous species. Note that leaf characteristics will not be evident on deciduous trees during the dormant season.
- B. Crown: The form and density of the crown shall be typical for a young specimen of the species/cultivar. Changes in form caused by wind, pruning practices, pests, or other factors shall not substantially alter the form for the species/cultivar. These crown specifications do not apply to plants that have been specifically trained in the nursery to be topiary, espalier, multi-stem, or clump; or unique selections such as contorted or weeping cultivars.
  - 1. Trees shall have a single, relatively straight trunk, and central leader, unless noted on plans to be "Multi-trunk" or "Clump". They shall be free of co-dominant stems and vigorous, upright branches that compete with the central leader. If the original leader has been headed, a new leader at least one-half of the diameter of the original leader shall be present.
  - 2. Main branches shall be evenly distributed along the central leader, not clustered together. They shall form a balanced crown appropriate for the age of the species/cultivar.
  - 3. Branch diameter shall be no larger than one-half the diameter of the central leader measured one-inch (1") above where the branch is attached.
  - 4. The attachment of the largest scaffold branches shall be free of included bark.
  - 5. Temporary branches, unless otherwise specified, should be present along the lower trunk below the lowest scaffold branch. These branches should be no greater than three-eighths-inch (3/8") diameter. Clear trunk shall be no more than thirty percent (30%) of the total height of the tree, unless otherwise noted.
- C. Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds, except properly made pruning cuts, which shall be closed over or less than three-quarters inch (3/4") diameter open, sunburned areas, conks (fungal fruiting bodies), wood cracks, bleeding areas, signs of boring insects, galls, cankers, stem-girdling ties, or lesions (mechanical injury).
  - 1. Trunk caliper and taper shall be sufficient so that the tree will remain vertical without a stake. Trunk caliper at six-inches (6") above the soil media (substrate) surface shall be a minimum of two inches (2") and a maximum of three inches (3"). Any caliper sizes outside of that range will only be allowed with approval from the Office of the City Forester and the Project Manager.
  - 2. The cut made when re-growing the top should be just above the major structural roots. The "shank" that results from this procedure should be at a consistent height above the structural roots and no longer than five-inches (5"), to ensure that the trees are consistently planted at the correct depth. The base of the trunk should not have a large pruning cut from re-growing the top.
- D. Roots: The root system shall be substantially free of injury from biotic (e. g., insects and pathogens) and abiotic (e. g., pesticide toxicity and salt injury) agents.
  - 1. The uppermost roots or root collar shall be within the upper two-inches (2")

- of the soil media (substrate). Depth of the root-ball shall be measured from the top of the ball, which in all cases shall begin at the root flare. Soil above the root flare shall not be included in the root-ball depth measurement, and shall be removed.
- 2. The tree shall be well rooted in the soil media (substrate). Root distribution shall be uniform throughout the soil or media and radial from the trunk. Structure and growth shall be appropriate for the genus, species and cultivar or variety. When the burlap or container is removed, the root-ball shall remain intact. Trees should have several lateral roots or many fibrous roots spaced evenly around the trunk to provide support so the trees are stable when planted. Trees should have as many small roots as possible. Fibrous roots can be achieved by root-pruning, using air-pruning containers, or under-cutting or root pruning and transplanting at any stage of production.
- 3. The root collar and the inside portion of the root-ball shall be free of defects, including circling, kinked, and stem-girdling roots. Soil removal or root washing near the root collar may be necessary to inspect for the aforementioned root defects.
- 4. Roots on the periphery and bottom of the root-ball shall be less than one-eighth-inch (1/8") diameter.
- 5. As a general rule for young nursery-grown trees, there should be two or more structural roots within one- to three-inches (1" - 3") of the soil surface. "First order lateral roots" is another term that has been used for these roots. If the roots are deeper than three-inches (3") , the stock shall be rejected.
- 6. Root-balls that are undersized as specified in current edition of ANSI Z60.1 shall be rejected. Field grown trees for balled and burlap delivery shall have the roots pruned at least six-inches (6") inside the final root-ball size performed within adequate time for the tree to develop fibrous roots at the outer edge of the root-ball prior to harvest and delivery.
- 7. Ball and burlap trees are acceptable per the specifications. If ball and burlap trees are not able to be procured, container trees may be substituted with the approval from the Office of the City Forester and the Project Manager.
- E. Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged stress or extended drought as indicated by under or oversized leaves, wilted, shriveled or dead leaves.
- F. Branches: Shoot growth (length and diameter) throughout the crown shall be appropriate for the age and size of the species/cultivar. Trees shall not have dead, diseased, broken, crossing, distorted, or otherwise injured branches.
- G. All deciduous trees of one species used in formal rows or groupings shall exhibit cultural uniformity, i.e. "matched" in height, crown width and shape, height to first branch, and trunk taper. For this reason, it is desired that these trees be produced by a single grower.
- H. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated, and only if approved by the Office of the City Forester and the Project Manager.

2.3 TREE-STABILIZATION MATERIALS

- I. Trunk-Stabilization Materials:
  - 1. Deciduous and Evergreen Tree Stakes: Rough-sawn, sound, new softwood with specified wood preservative treatment by pressure process, free of knots, holes, cross grain, and other defects, two-inch (2") diameter by six feet (6'), pointed at one end.
  - 2. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, #14 galvanized-steel wire, two-strand, twisted. Guying must be approved by the Office of the City Forester.
  - 3. Tree-Tie Webbing: UV-resistant nylon webbing with brass grommets, size as indicated.
  - 4. Safety Signals for Guy and Staking Wire: One-half inch (1/2") diameter PVC pipe, length as indicated.
- B. Tree-Wrap:
  - 1. Two layers of crinkled paper cemented together with bituminous material, four-inches (4") wide minimum, with stretch factor of thirty-three percent (33%).

- 2. Tree wrap tape: Tape as approved by the Office of the City Forester and the Project Manager.
- 2.4 PLANTING BACKFILL MATERIAL
  - A. Unless otherwise directed by the Project Manager, the plant pit backfill material shall consist of the following, thoroughly mixed:
    - 1. Soil originally excavated from the pit: two thirds (2/3) proportion of total mix.
    - 2. Soil Amendment as specified in Division 32 Section "Soil Preparation"; one-third (1/3) proportion of total mix.
  - B. If imported topsoil is required, it shall meet the requirements specified in Division 32 Section "Topsoil", Article 2.2.
- 2.5 MULCH
  - A. **[Rock Groundcover: Semi-round, one quarter inch minus (1/4")- squeegee stone. Clean, dry, and free of organic and deleterious materials, locally sourced.]**
    - 1. **[Color:]**
      - a. **[Beige.]**
      - b. **[As specified by the Consultant.]**
- 2.6 MISCELLANEOUS MATERIALS
  - A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees, as approved by the Office of the City Forester and the Project Manager. Deliver in original, sealed, and fully labeled containers. Mix and apply according to manufacturer's instructions.
  - B. Pre-Emergent Pesticide: As approved by the Office of the City Forester and the Project Manager.
  - C. Pesticides: EPA registered and approved, and as approved by the Office of the City Forester and the Project Manager.
  - D. Subdrainage: See Division 33 Section "Subdrainage Systems".

PART 3 - EXECUTION

- 3.1 EXAMINATION
  - A. Verify actual grade elevations and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
  - B. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.
    - 1. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, obstructions, or utilities, notify the Project Manager before planting.
    - 2. Verify that adequate overhead clearance exists to planting locations.
    - 3. Suspend planting operations during periods of excessive heat, cold, and/or moisture until acceptable planting conditions exist. The contractor shall obtain approval from the Office of the City Forester and the Project Manager when planting in temperatures above ninety degrees (90°) Fahrenheit.
    - 4. Uniformly moisten excessively dry soil that is not workable.
  - C. Verify that no foreign or deleterious material or liquid such as, but not limited to, paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within the work area. If contamination is present in the soil within a planting area, notify the Project Manager immediately.
    - 1. If contamination is discovered during Construction the Project Manager will determine the best course of action to remediate the contamination, which may include requesting the Contractor perform the removal of contamination and replacement of clean material.



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2. If contamination is determined to be the result of construction operations, Contractor is to remove contaminated material and replace with clean material at the direction of the Project Manager.

- D. Verify final grades are completed in accordance with the drawings. Proceed with installation only after unsatisfactory conditions have been corrected and approved by the Project Manager.
- E. Cooperate with any other contractors and trades, who may be working in and adjacent to the landscape work areas. Examine the Contract Drawings which show the development of the entire site and become familiar with the scope of all work required.

### 3.2 FINISH GRADING

- A. See Division 31, Sections "Earth Moving and 32 Sections "Soil Preparation" and "Topsoil".

### 3.3 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, turf areas and existing plants from damage caused by planting operations. Repair damage to surrounding areas and site elements noted above resulting from planting operations at no additional cost to the City.
- B. Utilities: Contractor shall be responsible locating utilities and, repair of utilities damaged during the Work. Determine location of overhead and underground utilities and perform work in a manner that will avoid damage. Hand excavate, as required. Maintain markings until their removal is mutually agreed upon by the Contractor and the Project Manager.
- C. Layout, stake and label all individual tree locations for approval by the Project Manager prior to installing trees.
- D. Outline planting beds and mark plant locations within the bed(s) for approval by the Project Manager prior to installing any plant material or mow bands. Make adjustments as directed by the Project Manager at no additional cost to the City.

1. If formal arrangements or consecutive order of plants is indicated on the Contract Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

- E. Prepare planting area for soil placement and mix planting soil according to Division 32 Section "Soil Preparation".

### 3.4 FIELD QUALITY CONTROL

- A. Provide quantity, size, genus, species, and variety of trees indicated, complying with current applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock", and all applicable state and local rules and regulations.
- B. Inspection: The Contractor shall arrange for the inspection of plant material upon delivery to the site for compliance with the Specifications and Contract Drawings. The Office of the City Forester and Project Manager have the right to reject plant material that does not meet Specifications until Final Acceptance.
- C. Measurements: Measure trees according to the requirements of the ANSI Z-160, with branches and trunks in their normal position. Do not prune to obtain required sizes. Measure main body of tree for height and spread; do not measure branches or roots tip-to-tip.

### 3.5 WEED CONTROL

- A. Do not proceed with landscape work until weed growth has been controlled and eliminated, per Division 32 Section "Soil Preparation".
- B. See Division 32 Section "Soil Preparation" for detailed weed control measures.
- C. Use pesticides only with the written approval of the Project Manager, and in strict accordance with manufacturer's recommendations.

### 3.6 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Areas: Excavate by hand, auger or with a mini excavator. Scarify or

roughen sides of tree pit by hand to eliminate any glazing. Tree spades may not be used to dig tree pits.

#### 1. Balled and Burlapped Trees:

- a. Open top of root ball burlap and carefully remove soil to expose trunk flare to first order roots. Set hole depth based on bottom of root ball and base of root flare. The base of the root collar shall be one to two inches (1" - 2") higher than finished grade.
- b. Do not excavate deeper than depth of the root ball. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly compact the soil directly under the root ball to prevent settling.
- c. Excavate a minimum two times (2X) as wide as ball diameter at base of pit. Excavate a minimum of three to four times (3X - 4X) as wide as ball diameter at top of pit. Slope sides of the pit as shown on the detail.

#### 2. Container-Grown Trees and Shrubs:

- a. Gently remove excess soil from top of root ball to expose root flare or top of first order root. Set plumb and in center of pit with base of root flare one to two-inches (1" - 2") above adjacent finish grades as indicated.
- b. Excavate approximately two times (2X) times as wide as container diameter at base of pit. Excavate a minimum of three to four times (3X - 4X) as wide as container diameter at top of pit.

#### B. Obstructions:

- 1. Utilities: Notify the Project Manager immediately of utilities that conflict or may potentially conflict with proposed plant locations. In such cases, alternative plant locations will be determined by the Project Manager.
- 2. Notify the Project Manager prior to planting if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavation.

#### C. Drainage: Notify the Project Manager if subsoil conditions show evidence of water seepage or retention in tree or shrub pits.

### 3.7 PLANTING TREES AND SHRUBS

- 1. Balled and Burlapped Stock:
- 2. Prior to hole depth determination, open top of root ball burlap. Gently remove excess soil from top of root ball to expose root flare or top of first order root.
- 3. Set balled and burlapped stock plumb and in center of pit with base of root flare one to two-inches (1" to 2") above adjacent finish grades as indicated.
- 4. Gently remove, without damaging the root ball, all the wire basket and twine. Cut away burlap from minimum top two-thirds (2/3) of the root ball, but do not remove from under ball. Remove pallets, if any, before setting. Do not use planting stock if ball is cracked, loose, or broken before or during planting operation.
- 5. Place backfill around ball in layers. When pit is approximately one-half backfilled, water thoroughly and allow to absorb into soil to eliminate voids and air pockets prior to placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.

#### B. Container Grown Stock:

- 1. Carefully remove containers so as not to damage root balls.
- 2. Shave exterior 1" of soil and roots from root ball or until all circling roots have been removed and to promote radial fibrous roots. Use sharp spade or handsaw designed specifically for tree work to make clean, non-tearing cuts on roots.
- 3. Prior to hole depth determination, gently remove excess soil from top of root ball to expose root flare or top of first order root.
- 4. Set plants plumb and in center of pit with base of root flare and/or first order lateral root one to two inches (1" to 2") above adjacent finish grades as indicated.
- 5. Place backfill around ball in layers. When pit is approximately one-half backfilled, water thoroughly and allow to absorb into soil to eliminate voids and air pockets prior to placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.

#### C. Bare-Root Stock: Set and support each plant in center of planting pit or trench with root flare two-inches (2") above adjacent finished grade.

- 1. Backfill: As specified in Part 2 - Products.
- 2. Remove girdled or kinked roots and/or root growth that is encircling without tangling or turning toward surface, spread roots laterally. Plumb before backfilling, and maintain plumb while working.
- 3. Carefully work backfill in layers around roots by hand eliminating air pockets. Bring roots into close contact with the soil.
- 4. When planting pit is approximately one-half filled, water thoroughly and allow to absorb into soil before placing remainder of backfill. Repeat watering until no more water is absorbed.
- 5. Continue backfilling process. Water again after placing final layer of soil.

#### D. Shrubs and perennials shall be planted outside of the root ball of trees.

### 3.8 TREE WRAP

- A. Inspect tree trunks for injury, improper pruning, and insect infestation and take corrective measures required before wrapping. Inform the Office of the City Forester of conditions prior to wrapping. Wrap trees starting at the base of the trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling. Use black electrical tape to secure. Do not use staples.

- 1. All smooth barked trees shall be wrapped with the exception of any Populus species by November 1st and removed by May 15 or per the direction of the Office of the City Forester and the Project Manager.
- 2. Contractor shall be responsible for wrapping, re-wrapping if needed, and unwrapping trees during the warranty period.

### 3.9 PRUNING OF PLANTS

- A. Prune only damaged or dead branches as directed by the Office of the City Forester and the Project Manager.

### 3.10 TREE STABILIZATION

- A. Install site-fabricated trunk stabilization as follows, unless otherwise indicated on Contract Drawings.
  - 1. Drive wood stakes into undisturbed grade within the mulched area. Avoid penetrating root balls or root masses.
  - 2. Align tree stakes with the prevailing wind or parallel to hard surfaces.
  - 3. Securely attach specified wire to stakes.
  - 4. Support trees with specified wire and tree tie webbing from the tree trunk to each stake. Allow one to two inches (1" to 2") of slack to avoid rigid restraint of the tree.
  - 5. For staked trees: Attach twenty-four inch (24") long by one-half inch (1/2") diameter PVC pipe flagging to each wire.
  - 6. For guyed trees: Must have prior approval from Office of the City Forester.

### 3.11 MULCHING

- A. Trees in Turfgrass and Beds: Create a forty-eight-inch (48") radius from the outside of the trunk, by three inch (3") high formed soil berm around tree and fill with three-inch (3") deep specified wood mulch. Mulch shall be kept four to six-inches (4"-6") away from tree trunk.
- B. **[Trees in Native Seeding Areas or Turfgrass Conversion Areas: Create a seventy-two-inch (72") radius from the outside of the trunk and fill with three-inch (3") deep specified wood mulch. Mulch shall be kept four to six-inches (4"-6") away from tree trunk.]**

### 3.12 ANTIDESICCANT

- A. Apply antidesiccant using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage. Apply only when directed and approved by the Office of the City Forester.

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- B. When deciduous plants are moved in full leaf, the Office of the City Forester and the Project Manager may direct the use of an antidesiccant at nursery before moving and again two (2) weeks after planting. Antidesiccant to be supplied and applied by Contractor at no additional cost to the City.
- 3.13 CLEANING
- A. Perform cleaning during installation of the work and upon completion of the Work, to the satisfaction of the Project Manager. Remove all excess materials, debris, and equipment from site. Repair any damage resulting from planting operations.
- B. Remove surplus soil, excess subsoil, unsuitable soil, and waste material including trash and debris generated during installation at no additional cost to the City.
- 3.14 PROTECTION
- A. Protect existing utilities, paving and other facilities from damage caused by planting operations. The Contractor shall repair any damage at no additional cost to the City.
- B. Restrict vehicular and pedestrian traffic from planted areas. Erect temporary protection zones with signs and/or barriers as required or directed by the Project Manager at no additional cost to the City.
- C. Erosion Control: Take measures and furnish equipment and labor necessary to control and prevent soil erosion, blowing soil and accumulation of wind-deposited materials on the site throughout the duration of work.
- 3.15 MAINTENANCE
- A. The Contractor shall be responsible for maintaining all trees, plants, and groundcovers until Substantial Completion is issued. The Contractor shall also ensure survival of the newly planted trees, plants, and groundcovers through the Warranty period, which may include winter watering when there is not adequate precipitation to promote plant health.
- B. Maintain trees by pruning as directed by the Office of the City Forester or the Project Manager, cultivating, season appropriate watering, mulching, weeding, wrapping, unwrapping, restoring planting saucers, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Monitor and control as required to keep trees free of insects and disease. Restore or replace damaged tree wrappings, stakes, guying.
- A. During the irrigation season (generally May through September), water may be available from on-site quick couplers. When the system is not charged, it shall be the Contractor's responsibility to supply adequate amounts of water from a water truck or other approved source. Hoses and other watering equipment shall be supplied by Contractor.
1. Watering Amount:
- a. Minimum watering requirements shall be twenty-five (25) gallons of water per caliper inch of every tree when temperatures are at or above forty degrees (40°) F.
- b. Watering frequency shall be based on the average soil moisture level throughout the planting area.
- 1) An average of six (6) "Average" on a soil moisture meter shall be maintained during establishment.
- 2) Readings shall be taken every two (2) weeks at a minimum during the Construction period and at a minimum of four (4) locations throughout the planting area.
2. Readings shall be taken at a depth of eight inches (8"). At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.
- B. If Landscape Management and Maintenance is included in the Contract then the Contractor shall continue maintenance of all trees, shrubs, and groundcovers after Substantial Completion as specified in Division 32 Section "Landscape Management and Maintenance".

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT [Consultant to select A or B]

- A. Measurement will be based on the percentage complete for the lump sum contract amount for Trees, Plants, and Groundcovers.
- B. Measurement will be made by the contract unit specified for Trees, Plants, and Groundcovers. Measurement shall include the actual number of units of specified material(s) placed and accepted at the locations shown on the Contract Drawings, or as directed by the Project Manager, and in accordance with the Specifications.

4.2 PAYMENT

- A. Payment will be made at the [contract unit] [lump sum contract] price, and shall include required materials, transportation, equipment, labor, earthwork, loading, transporting, stockpiling, disposing, hauling off, watering, dust control, erosion and sediment control, fine grading, maintenance of temporary protection by fencing or other means, watering and all maintenance required until Final Acceptance of the work as required in accordance with the Contract Drawings and Specifications.

END OF SECTION 32 93 00

SOIL PREPARATION

32 91 13 - 10

13 March 2015

SOIL PREPARATION

32 91 13 - 8

January 2024

SECTION 32 91 13

SOIL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Report Documentation
3. City and County of Denver - Regulated Asbestos Contaminated Soil Standard Operating Procedure (RACS SOP), Denver Department of Public Health and Environment (DDPHE) - Environmental Quality Division, May 2, 2019 (see Appendix).
4. City and County of Denver - Guidance for Reuse of Soil on City Projects, Denver Department of Environmental Health - Environmental Quality Division, October 5, 2017 (see Appendix).
5. [City and County of Denver - Standard Materials Management Plan (MMP), Denver Department of Public Health and Environment (DDPHE) - Environmental Quality Division, November 13, 2019 (see Appendix).]
6. [List geotechnical, investigative trenching, MMP, PSRMP or related documentation including dates, authorship, etc. (see Appendix).]

1.2 SUMMARY

- A. This Section includes requirements for the preparation of soil for seeding, sodding, or planting operations. Soil preparation may include by not be limited to: ripping, fertilizing, soil conditioning, aeration, topdressing, and fine grading the topsoil. Soil preparation as specified herein must precede all seeding, sodding, and planting.

B. Related Sections: [REMOVE ANY OF THE SECTIONS BELOW THAT DO NOT APPLY]

- Division 01 Section "Tree Retention and Protection".
- Division 01 Section "Erosion and Sedimentation Control".
- Division 31 Section "Clearing and Grubbing".
- Division 31 Section "Earth Moving".
- Division 32 Section "Topsoil".
- Division 32 Section "Trees, Plants, and Groundcovers".
- Division 32 Section "Landscape Management and Maintenance."

1.3 DEFINITIONS

- A. **[Aeration: The process of decompacting the soil using perforations with small holes or deep tines to shatter the earth.]**
- B. **Fertilizer:** A substance that is added to soil to help the growth of plants.
- C. **[Decompaction Area: Areas within the work limits, or as defined on Contract Drawings or by the Project Manager, that have vegetation that is sparse, stunted, anemic, weedy or was used as construction staging, a parking area, and/or subjected to heavy use.]**
- D. **[Other Areas of Disturbed Topsoil: Areas disturbed, which may include clear and grub but not grading or other minor compaction, as determined by the Project Manager.]**
- E. **Pesticide:** A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, herbicide, defoliant, or desiccant.
- F. **Soil Amendment:** Any substance which is intended to improve the physical, chemical, or other characteristics of the soil.
- G. **Soil Conditioner:** A combination of slow-release fertilizer, humate, and Mycorrhiza.
- H. **[Top Dressing: Adding a combination of soil and soil amendments on top of existing grade.]**
- I. **[Turf Conversion: Areas of existing turfgrass to be converted to a different vegetation type.]**
- J. **[Undisturbed Native Area: As designated on the Contract Drawings, Undisturbed Native Areas that are or were supporting healthy plant growth.]**
- 1.4 SUBMITTALS
- A. See Division 01 Section "Submittals" for submittal requirements.
- B. Testing Agency Qualifications: The Project Manager to approve prior to construction.
- C. Soils Test Data: See Quality Control.
- Material Test Reports
    - Soil analysis for native soils at the project site.
- D. Pesticides: Include product label and manufacturer's application instructions specific to each product. Pesticide application records, per State requirements.
- E. Product Data (for each type of product):
- Include recommendations for application and use.
  - Include test data substantiating that products comply with requirements.
  - Material Certificates: For each type of soil conditioner, soil amendment, and fertilizer before delivery to the site, according to the following:
    - Manufacturer's qualified testing agency's certified analysis of standard products.
    - State, Federal, and other inspection certificates shall accompany invoice for materials showing source or origin.



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- F. Samples: For each bulk-supplied material, one (1) quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.5 QUALITY CONTROL

- A. Testing Agency: Retain an independent, state-operated, or university operated laboratory experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated and that specializes in the types of tests to be performed.
  - 1. Laboratories: Subject to compliance with requirements, provide testing of materials in the Section by a qualified testing laboratory approved by the Project Manager.
  - 2. Multiple Laboratories: Work may be divided among qualified testing laboratories specializing in physical testing, chemical testing, and fertility testing.
- B. Preconstruction Testing
  - 1. Engage the approved testing agency to perform preconstruction soil analyses on existing on-site soil, imported topsoil, and pre-amended imported soil.
  - 2. Notify Project Manager seventy-two (72) hours in advance of the dates and times when laboratory samples will be taken.
- C. Pesticide Applicator: Applicators shall be a Colorado State licensed, Commercial Applicator.
- D. Soil Sampling Requirements
  - 1. Sample Collection and Labeling: Have samples taken and labeled by the Contractor in the presence of the Project Manager and under the direction of the testing agency.
  - 2. Number and Location of Samples: Minimum of five (5) samples for projects up to one (1) acre in size and two (2) additional samples for each additional acre of project size. Samples shall be collected randomly throughout the areas that will receive similar soil preparation, including seed/sod, native seeding, planting beds, and gardens. Provide a site plan of the sampling locations to the Project Manager for approval, prior to sampling.
  - 3. Procedures and Depth of Samples: Collect composite samples to a depth of six inches (6”) and combine in a clean plastic container.
  - 4. Mixing of Samples: The samples shall be composite samples representative of each site typology to capture specific planting requirements. All plant debris shall be removed, and clods broken up.
  - 5. Labeling: Label each sample with the date, location keyed to a site plan or other location system, visible soil condition, and sampling depth.
- E. Testing Requirements
  - 1. Soil Texture: Soil-particle, size-distribution analysis by the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
    - a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
    - b. Hydrometer Method: Report percentages of sand, silt, and clay.
  - 2. Fertility Testing: Soil-fertility analysis shall, include the following:
    - c. Percentage of organic matter.
    - d. CEC, calcium percent of CEC, and magnesium percent of CEC.
    - e. Soil reaction (acidity/alkalinity pH value).
    - f. Buffered acidity or alkalinity.
    - g. Lime estimate.
    - h. Soil texture estimate.
    - i. Nitrogen ppm.

- j. Phosphorous ppm.
- k. Potassium ppm.
- l. Manganese ppm.
- m. Zinc ppm.
- n. Iron ppm.
- o. Boron ppm.
- p. Copper ppm.
- q. Sodium ppm
- r. Sodium absorption ratio (SAR).
- s. Soluble-salts ppm.
- t. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
- u. Other deleterious materials, including their characteristics and content of each.

- F. Recommendations: Based on the test results, provide recommendations for soil treatments, amendments, and conditioners to be incorporated to produce a soil suitable for healthy viable plant growth for the species indicated in the Contract Documents. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.
  - 1. Fertilizers and Soil Amendment Rates: State recommendations in weight per one thousand (1,000) sq. ft. for six inch (6”) depth of soil.
  - 2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per one thousand (1,000) sq. ft. for six inch (6”) depth of soil.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with State and Federal laws if applicable.
- B. Bulk Materials:
  - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  - 3. Do not move or handle materials when they are wet or frozen.
  - 4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.
- C. Notify the Project Manager of delivery schedule in advance so material can be inspected upon arrival at the project site. Immediately remove unacceptable material from the project site.

1.7 PROJECT/SITE CONDITIONS

- A. General: Do not perform work when climate and existing site conditions will not provide satisfactory results.
- B. Vehicular site access shall be limited to the area(s) indicated on the Contract Drawings or as defined by the Project Manager.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. PESTICIDES
  - 1. General: Pesticide , registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use 'Restricted Use' pesticides unless authorized in writing by Project Manager and authorities having jurisdiction.

- a. Ensure that applications adhere to the product label for restrictions and landscape sites.
- b. Selective for either of the following types:
  - 1) Broadleaf:
  - 2) 2,4-D Amine,
  - 3) Clopyralid,
  - 4) Aminopyralid,
  - 5) Triclopyr ,
  - 6) Or approved equal.
- c. Tree Protection Zones
  - 1) Glyphosate.
  - 2) Or approved equal

- B. Topsoil: Shall be as specified under Division 32 Section “Topsoil”.

C. [Soil Amendments:]

- 1.
- 2. **[Class I compost material shall consist of aged organic matter, free of weed or other noxious plant seeds, lumps, stones, or other foreign contaminants harmful to plant life, and having the following characteristics based on a nutrient test performed no longer than three (3) months prior to its incorporation into the project:]**
  - a. **[Organic matter: twenty-five (25%) percent maximum.]**
  - b. **[Salt content: Five (5.0) mmhos/cm maximum.]**
  - c. **[pH Range: 7.5 pH preferred with 8.5 pH, maximum.]**
  - d. **[Carbon to nitrogen ratio shall be less than 20:1.]**
- 3. **[Peat, Mountain peat, aspen humus, gypsum, and sand will not be accepted.]**
- 4.

D. [Soil Conditioners:]

- 1. **[Once soils tests have been received and a determination is made on the proper amount to be added to the site-specific soils, the rate to be applied may be adjusted per the price based on the Schedule of Values for Soil Conditioner.]**
  - a. **[Organic slow-release fertilizer (7-2-1), acceptable product: “Biosol” or “Biosol Forte” or approved equal.]**
  - b. **[Granular Humic Acid soil conditioner, acceptable product: “Menefee Humate Soil Conditioner”.]**
  - c. **[Mycorrhizal Fungi:]**
    - 1) **[Woody Plantings: Dry, granular inoculant containing at least ninety-five (95) million spores per lb (0.45 kg) of ectomycorrhizal fungi, thirty-three percent (33%) hydrogel, and a maximum of five and one-half percent (5.5%) inert material.]**

E. [Pea Gravel for Soil Preparation in Medians:]

- 1. **[Semi-round, three eighths inch (3/8”) stone. Clean, dry, and free of organic and deleterious material.]**

PART 3 - EXECUTION

3.1 SITE EXAMINATION

- A. Examine the site for compliance with requirements and other conditions affecting performance.
  - 1. General: Verify that existing site conditions are as specified and indicated on the Contract Drawings before beginning work under this Section.
  - 2. Grades: Inspect to verify rough grading is within +/- one tenth of one foot (0.1') of grades indicated and specified.
  - 3. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within the work area.



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**OUTDOOR PLACES PROGRAM**  
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 211 E. 7TH AVE DENVER, CO. 80203

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TIER DETERMINATION	04.10.2024
PERMIT	08.09.2024
△RESPONSE TO COMMENTS	11.04.2024
△RESPONSE TO COMMENTS	01.30.2025

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2024.004	01.30.2025

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4. Unsatisfactory Conditions: The General Contractor shall notify the Project Manager in writing of any known unsatisfactory site conditions. If the soil is found to be unfit to support planting as described above, it is to be removed and replaced with clean soil from a source approved by the Project Manager.

- B. Locate all utilities (sewer, water, irrigation, gas, electric, phone, and other conduits and subsurface equipment) prior to commencing work. The Contractor shall be responsible for the protection of all new and existing infrastructure and repair any damages caused by work under this Section at no additional cost to the City.
- C. Protect grade stakes set by others until removal is directed by the Project Manager.

3.2 PREPARATION

- A. Weed Seed Eradication: Perform pesticide treatment over the entire area to be planted during the growing season. Allow enough time to successfully complete the entire pesticide treatment process (germinate / terminate) before proceeding with planting.
- 6. Water surface one half (1/2") inch per week for two (2) weeks prior to application if natural precipitation does not supply this amount to encourage weed seed germination.
- 7. Notify Project Manager forty-eight (48) hours in advance of each pesticide treatment.
- 8. Apply pesticide in accordance with manufacturer's recommendations.
- 9. Two (2) weeks after the first pesticide application, review surface for evidence of plant growth.
- 10. If there is no evidence of plant growth, obtain the Project Manager's approval of surface conditions to proceed with Soil Preparation.
- 11. If more than ten (10%) of the area to be planted contains new plant growth, the pesticide and watering application shall be repeated until new plant growth is satisfactorily eradicated.
- 12. Remove plant debris from treated area.

B. [Turf Conversion Outside of Tree Protection Zones]

- 1. [Perform pesticide treatment over the entire area to be planted during the growing season. Allow enough time to successfully complete the entire pesticide treatment process (germinate / terminate) before proceeding with planting.
- 2. [Water surface one half (1/2") inch per week for two (2) weeks prior to application if natural precipitation does not supply this amount to encourage turf growth and weed seed germination.]
- 3. [Notify Project Manager forty-eight (48) hours in advance of each pesticide treatment.]
- 4. [Apply pesticide in accordance with manufacturer's recommendations.]
- 5. [Two (2) weeks after the first pesticide application, review surface for evidence of plant growth.]
- 6. [If more than ten percent (10%) of the area to be planted contains new plant growth, the pesticide and watering application shall be repeated until new plant growth is satisfactorily eradicated.]
- 7. [If there is no evidence of plant growth, obtain the Project Manager's approval of surface conditions to proceed with Soil Preparation.]
- 8. Mowing of turf grass may be considered should site conditions show excessive growth, thus requiring mechanical control to maximize herbicide uptake.

C. [Turf Conversion Inside of Tree Protection Zones]

- 1. [Perform pesticide treatment per Project Manager and Forestry approval over the entire area to be planted during the growing season. Allow enough time to successfully complete the entire pesticide treatment process (germinate / terminate) before proceeding with planting.
- 2. [Water surface one half (1/2") inch per week for two (2) weeks prior to application if natural precipitation does not supply this amount to encourage turf

growth and weed seed germination.]

- 3. [Notify Project Manager forty-eight (48) hours in advance of each pesticide treatment.]
- 4. [Apply pesticide in accordance with manufacturer's recommendations.]
- 5. [Two (2) weeks after the first pesticide application, review surface for evidence of plant growth.]
- 6. [If more than ten percent (10%) of the area to be planted contains new plant growth, the pesticide and watering application shall be repeated until new plant growth is satisfactorily eradicated.]
- 7. [If there is no evidence of plant growth, obtain the Project Manager's approval of surface conditions to proceed with Soil Preparation.]

Mowing of turf grass may be considered should site conditions show excessive growth, thus requiring mechanical control to maximize herbicide uptake.

- D. Areas of Compacted Topsoil: Areas within the work limits, or as defined on the Contract Drawings or by the Project Manager, that have vegetation that is sparse, stunted, anemic, weedy or was used as construction staging, a parking area, and/or subjected to heavy use will require ripping to prepare the soil for planting. Scarify compacted soil to an eight-inch (8") minimum depth to loosen topsoil.
- E. Areas of Disturbance from Additional Construction Activities: Areas that have been disturbed for construction implementation activities shall have the vegetation removed, soil prepared per the specifications, and soil recompacted to meet the compaction requirements for the specified area.
- F. Areas of Disturbed Topsoil: Areas disturbed but not severely compacted, as determined by the Project Manager, shall be deep tine aerated or shattered to prepare the soil for revegetation.
- G. Areas of Undisturbed Natural Topsoil: Undisturbed sites that are or were supporting healthy plant growth need only surface seedbed preparation prior to sowing seed.

3.3 INSTALLATION OF SOIL AND SOIL AMENDMENTS

- A. Proceed with installation only after unsatisfactory conditions have been corrected and approved by the Project Manager.
- B. Beginning of installation means Acceptance of existing conditions by the Contractor.
- C. Install topsoil as required in Division 31 section "Earth Moving" and Division 32 Section "Topsoil".
- D. Timing: Perform soil preparation just prior to planting operations and in accordance with final planting schedule.

1. Coordinate with irrigation system installation to avoid damage.

E. Soil Preparation in Turf Grass and Planting Bed Areas:

- 1. [Apply Soil Amendments at the following rates:]
  - a. [Soil Amendments: Bid quantity to be four (4) cubic yards per one thousand (1,000) square feet, or per soil test recommendations.]
    - 1) [Fertilizer: Refer to Part 2 - Products.]
    - 2) [Mycorrhizal Inoculants: Apply per manufacturer's recommendations and quantities appropriate to the planting type.]
- 2. After applying Soil Amendments, thoroughly till area to depth of six inches (6") minimum by plowing, rototilling, harrowing, or disking until soil is well pulverized and thoroughly mixed. Soil Conditioners and Fertilizer shall be applied topically once final grade has been established and just prior to sodding or seeding.
- 3. Take soil samples, in similar locations to pre-construction testing, and test amended soil to ensure the final product meets the laboratory recommendations prior to planting.

F. [Soil Preparation in Native Seed Areas:]

- 1. [Apply Soil Amendments at the following rates:]
  - a. [Soil Amendments: Bid quantity to be four (4) cubic yards per one

thousand (1,000) square feet, or per soil test recommendations.]

- 1) [Fertilizer: Refer to Part 2 - Products.]
- 2) [Mycorrhizal Inoculants: Apply per manufacturer's recommendations and quantities appropriate to the planting type.]

2. [Apply Soil Conditioners per manufacturer's recommendations, at the quantities indicated in soil test results. ]

3. Areas outside of Tree Protection Zones shall be thoroughly tilled to a depth of six inches (6") to incorporate turf thatch by plowing, rototilling, harrowing, or disking followed by incorporation of soil conditioners and/or soil amendments prior to sodding or seeding.

G. [Soil Preparation in Medians:]

1. [Apply Soil Amendments or Soil Conditioners per manufacturer's recommendations, and at the quantities indicated in soils test results.]

2. [Thoroughly mix in pea gravel throughout the soil within the median to reach a rate of thirty percent (30%) pea gravel and seventy percent (70%) soil for desired pore space.]

H. Fine Grading in all Landscape Areas:

- 1. Complete fine grading for all areas prior to seeding or planting. Allow for natural settlement.
  - 2. For ground surface areas surrounding buildings to be landscaped, maintain required positive drainage away from buildings.
  - 3. Establish finish grades as follows:
    - a. Lawn, Seeded, and Unpaved Areas: Finish areas to within not more than +/- five one-hundredths (.05') of a foot above or below required elevations.
    - b. Athletic Fields: Finish areas to within not more than +/- two one-hundredths (0.02') of a foot from required elevation.
  - 4. Finish grade shall be below edge of pavement prior to sodding, seeding or planting.
    - a. Sodded Areas: Allow one and one-half inches (1-1/2") for sod.
    - b. Seeding Areas: Allow one inch (1") for seed.
    - c. Planting Beds: Allow four inches (4") for mulch.
  - 5. Compaction of Surface Grade Prior to Landscape Installation: Firm, but not hard, eighty five percent (85%) standard Proctor density within two percent (2%) optimum moisture.
  - 6. Turfgrass Lawn Areas: Prior to acceptance of grades, hand rake to smooth, even surface, free of debris, clods, rocks and organic matter greater than one inch (1").
  - 7. Native Seed Areas: Area shall not be graded smooth but left in a rough condition after tilling. Tilling shall occur parallel to the contours only.
  - 8. Restore planting areas to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.
  - 9. [No grading within wetland setback as shown on Contract Drawings]
  - 10. [No grading within Tree Protection Zones as shown on Contract Drawings]
- 3.4 INSPECTION
- A. Provide notice to the Project Manager requesting inspection at least seventy-two (72) hours prior to anticipated date of the Work.
  - B. Deficiencies: The Project Manager will specify deficiencies to the Contractor who shall make satisfactory adjustments and shall again notify the Project Manager for an additional inspection.
  - C. The Contractor shall ensure that the grade adjacent to site features, including walks follows the requirements of this Specification section prior to requesting Substantial Completion.



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**OUTDOOR PLACES PROGRAM**  
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 211 E. 7TH AVE

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SPECIFICATIONS

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3.5 CLEANING

- D. Protect areas adjacent to soil preparation and planting areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.
- E. Remove debris and excess materials from site. Clean out drainage inlet structures. Clean all paved and finished surfaces that are soiled as a result of Work under this Section.

3.6 PROTECTION AND REPAIR

- A. Provide and install barriers as required and as directed by the Project Manager to protect completed areas against damage from pedestrian and vehicular traffic until Acceptance by the City.
- B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Vehicle traffic.
  - 4. Foot traffic.
  - 5. Erection of sheds or structures.
  - 6. Impoundment of water.
  - 7. Excavation or other digging unless otherwise indicated.
- C. If the prepared soil or subgrade is disturbed or contaminated prior to planting or installation of sod/seed, the Contractor shall restore or replace the prepared soil or subgrade as directed by the Project Manager at no cost to the City.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT [Consultant to select A or B]

- A. Measurement will be based on the percentage complete for the lump sum contract amount for Soil Preparation.
- B. Measurement will be made by the contract unit specified for Soil Preparation. Measurement shall include the actual number of units of specified material(s) placed and accepted at the locations shown on the Contract Drawings, or as directed by the Project Manager, and in accordance with the Specifications.

4.2 PAYMENT

- A. Payment will be made at the [contract unit] [lump sum contract] price, and shall include required materials, transportation, equipment, labor, earthwork, stockpiling, disposing, hauling off, watering, dust control, erosion and sediment control, fine grading, as required in accordance with the Contract Drawings and Specifications.

END OF SECTION 32 91 13

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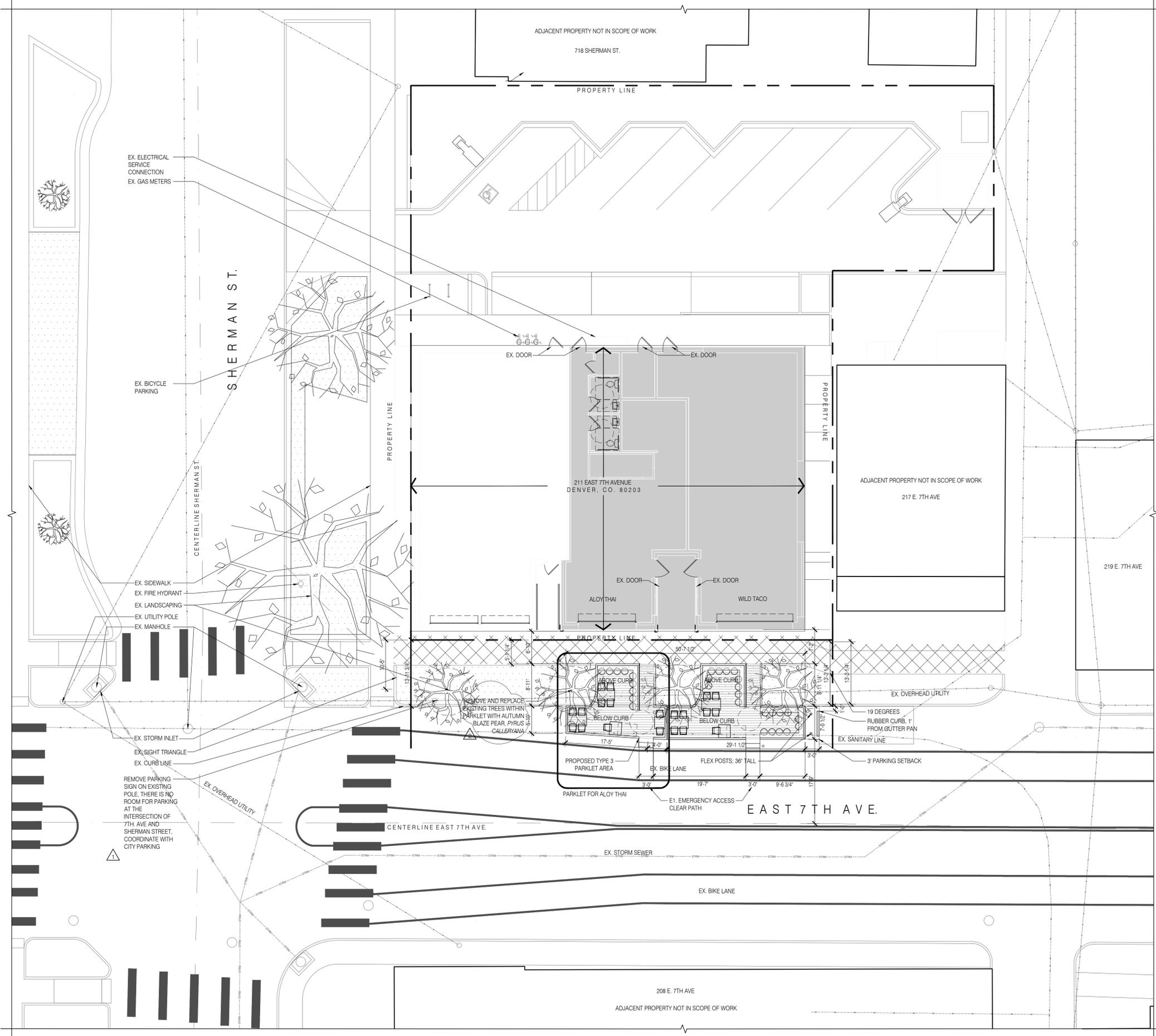
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**ZONING INFORMATION:**

**LEGAL DESCRIPTION**  
 THE WEST 88.8 FEET OF LOTS 21, 22, AND 23, INCLUSIVE, LOT 20 AND THE SOUTH 1/2 OF LOT 19 (LESS AND EXCEPT THE EAST 2 FEET OF LOT 20 AND LESS AND EXCEPT EAST 2 FEET OF THE SOUTH 1/2 OF LOT 19) BLOCK 21 ARLINGTON HEIGHTS ADDITION TO DENVER, COITY AND COUNTY OF DENVER, STATE OF COLORADO.

**ZONE DISTRICT**  
 C-MX-8

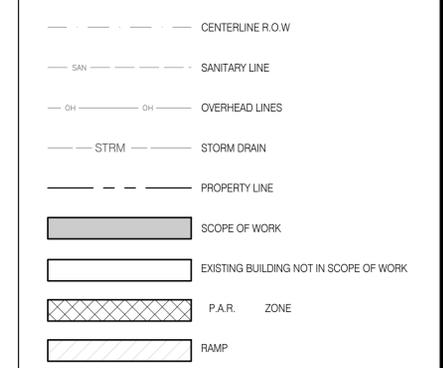
**ZONE LOT SIZE**  
 SAID PARCEL CONTAINS AN AREA OF 11,276 SQUARE FEET OR 0.259 ACRES MORE OR LESS

**AREA OF ENCROACHMENT**  
 254 SQUARE FEET

**SITE PLAN GENERAL NOTES:**

1. VERIFY EXACT LOCATION OF ALL UTILITIES IN THE FIELD. THIS DRAWING IS TO BE USED AS A UTILITY REFERENCE ONLY.
2. VERIFY ALL DIMENSIONS SHOWN FOR EXISTING CONDITIONS.
3. NOTIFICATION OF DISCREPANCIES SHOULD BE ISSUED TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.
4. COMPLY WITH ALL LOCAL, STATE, NATIONAL, AND FEDERAL SAFETY REQUIREMENTS. COMPLY WITH GOVERNING EPA NOTIFICATION REGULATIONS BEFORE STARTING DEMOLITION. COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION.

**SITE PLAN LEGEND:**



**PARKLET CONSTRUCTION MATERIALS:**

STRUCTURAL FRAMING TO BE MADE FROM DENOMINAL PRESSURE TREATED LUMBER. DECKING TO USE 3/4" COMPOSITE DECKING MATERIAL SUCH AS "TIMBER TECH". DECKING PEDESTALS TO BE USED FOR SUPPORTS. USE HIGH CORROSION RESISTANT FASTENERS.



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 DENVER, CO. 80203  
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OVERALL SITE PLAN

DRAWING NUMBER

**AS001**

**1 ARCHITECTURAL SITE PLAN**  
 SCALE: 1" = 10'

**ZONING INFORMATION:**

**LEGAL DESCRIPTION**  
THE WEST 88.8 FEET OF LOTS 21, 22, AND 23, INCLUSIVE, LOT 20 AND THE SOUTH 1/2 OF LOT 19 9/16 LESS AND EXCEPT THE EAST 2 FEET OF LOT 20 AND LESS AND EXCEPT EAST 2 FEET OF THE SOUTH 1/2 OF LOT 19) BLOCK 21 ARLINGTON HEIGHTS ADDITION TO DENVER, COITY AND COUNTY OF DENVER, STATE OF COLORADO.

**ZONE DISTRICT**  
C-MX-8

**ZONE LOT SIZE**  
SAID PACEL CONTAINS AN AREA OF 11,276 SQUARE FEET OR 0.259 ACRES MORE OR LESS

**AREA OF ENCROACHMENT**  
254 SQUARE FEET

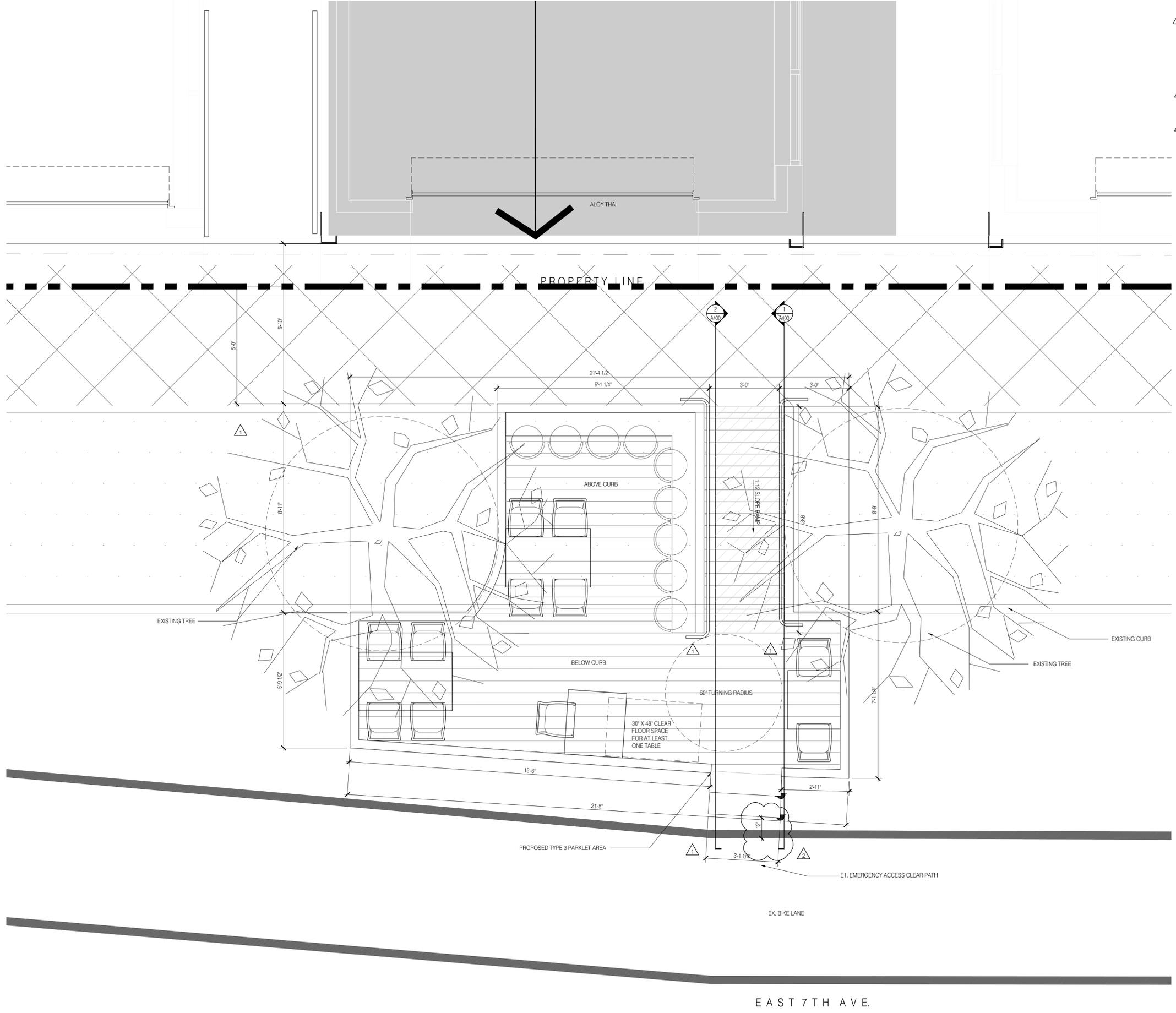
**SITE PLAN GENERAL NOTES:**

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4. COMPLY WITH ALL LOCAL, STATE, NATIONAL, AND FEDERAL SAFETY REQUIREMENTS. COMPLY WITH GOVERNING EPA NOTIFICATION REGULATIONS BEFORE STARTING DEMOLITION. COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION.

**SITE PLAN LEGEND:**

- CENTERLINE R.O.W
- SAN --- SANITARY LINE
- OH --- OVERHEAD LINES
- STRM --- STORM DRAIN
- PROPERTY LINE
- █ SCOPE OF WORK
- █ EXISTING BUILDING NOT IN SCOPE OF WORK
- ▨ P.A.R. ZONE
- ▨ RAMP

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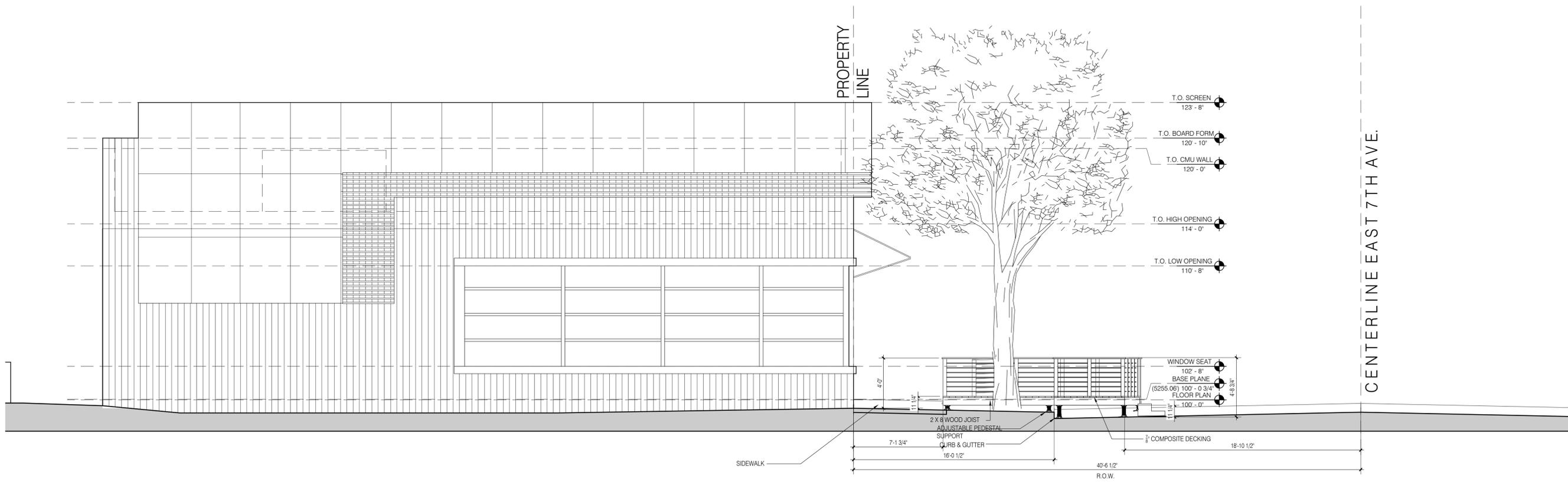
ALOY THAI PATIO PLAN

DRAWING NUMBER

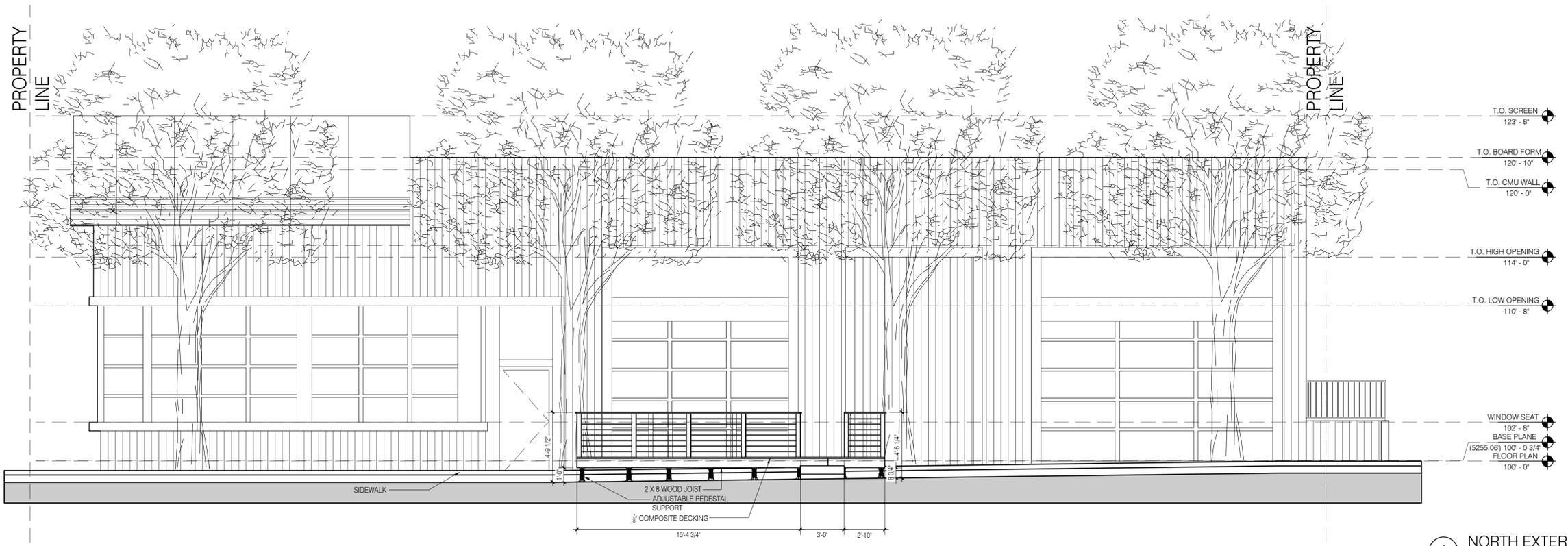
**A100**



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**2 WEST EXTERIOR ELEVATION**  
SCALE: 1/4" = 1'-0"



**1 NORTH EXTERIOR ELEVATION**  
SCALE: 1/4" = 1'-0"

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ALOY THAI ELEVATIONS

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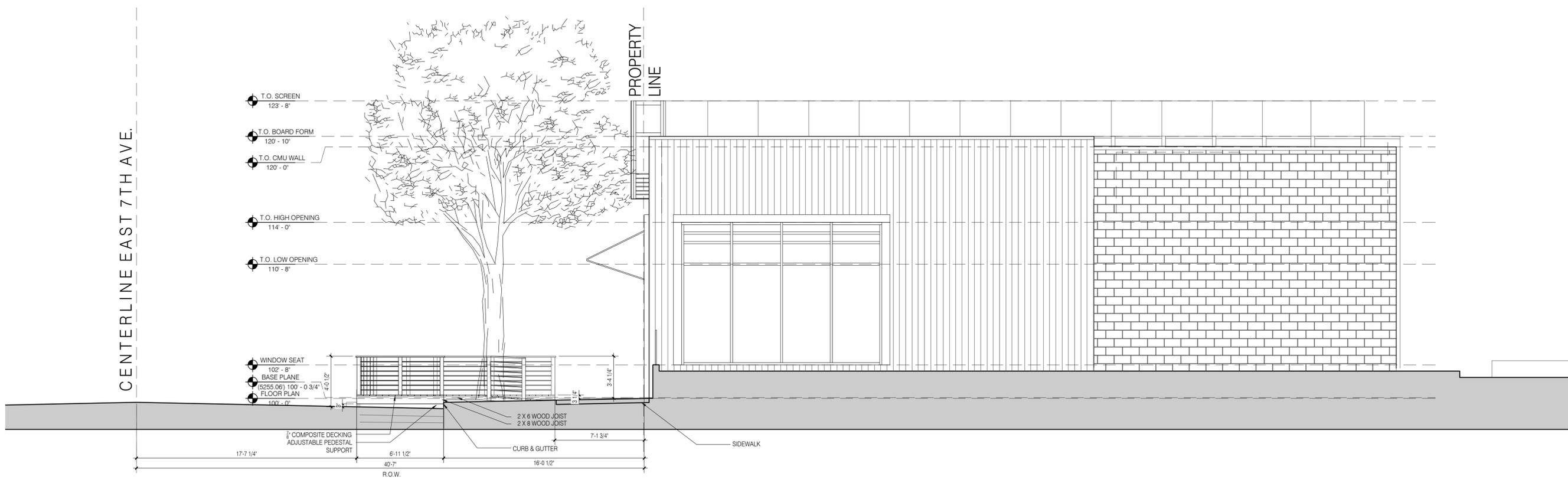
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ALOY THAI ELEVATION

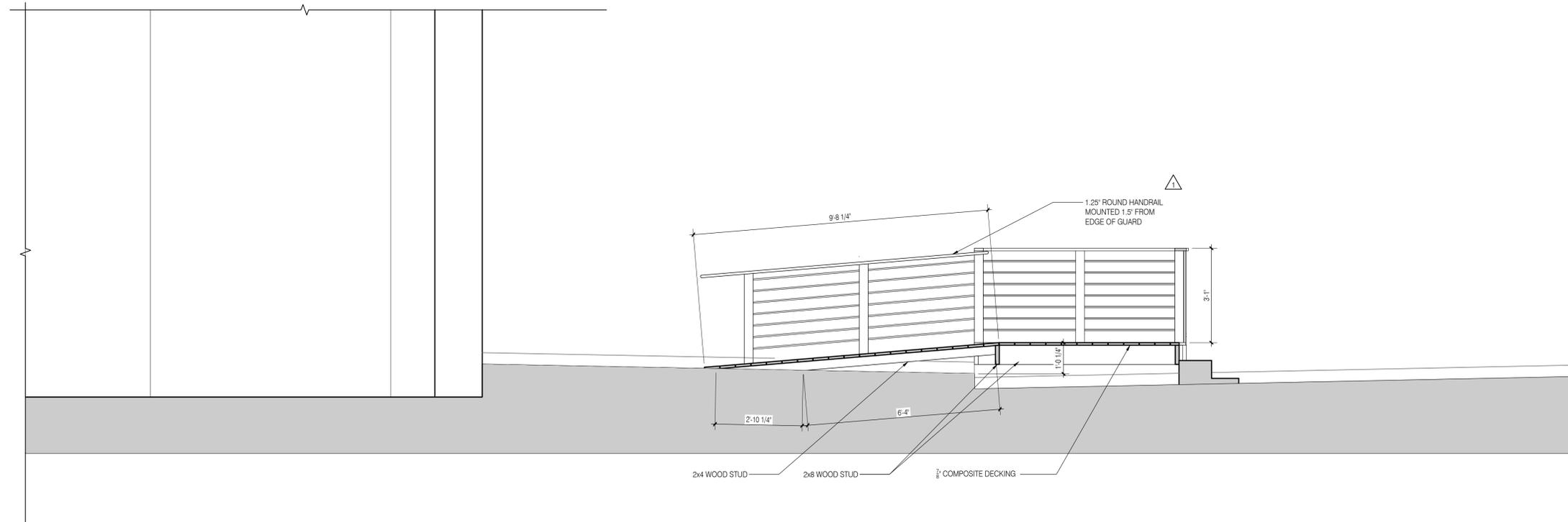
DRAWING NUMBER

**A301**

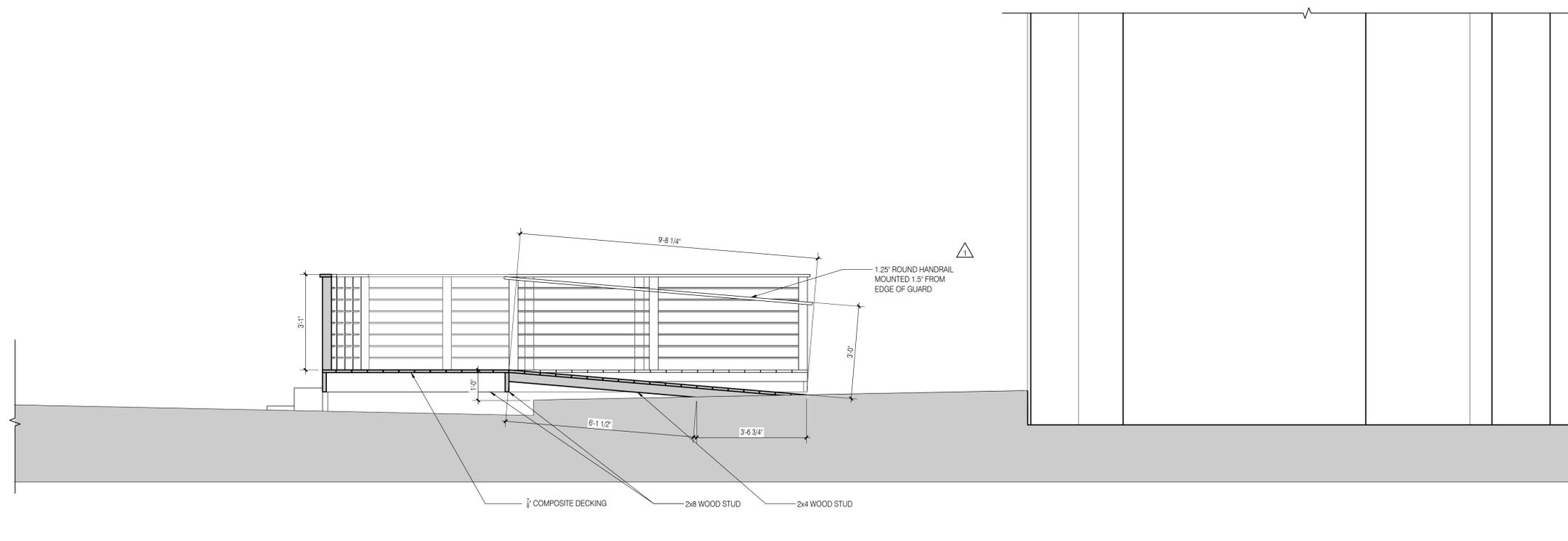


① EAST EXTERIOR ELEVATION  
SCALE: 1/4" = 1'-0"

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② EAST RAMP SECTION  
SCALE: 1/2" = 1'-0"



① WEST RAMP SECTION  
SCALE: 1/2" = 1'-0"

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PATIO SECTIONS

DRAWING NUMBER

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NOT FOR CONSTRUCTION

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**OUTDOOR PLACES PROGRAM**  
TYPE 3 PARKLET  
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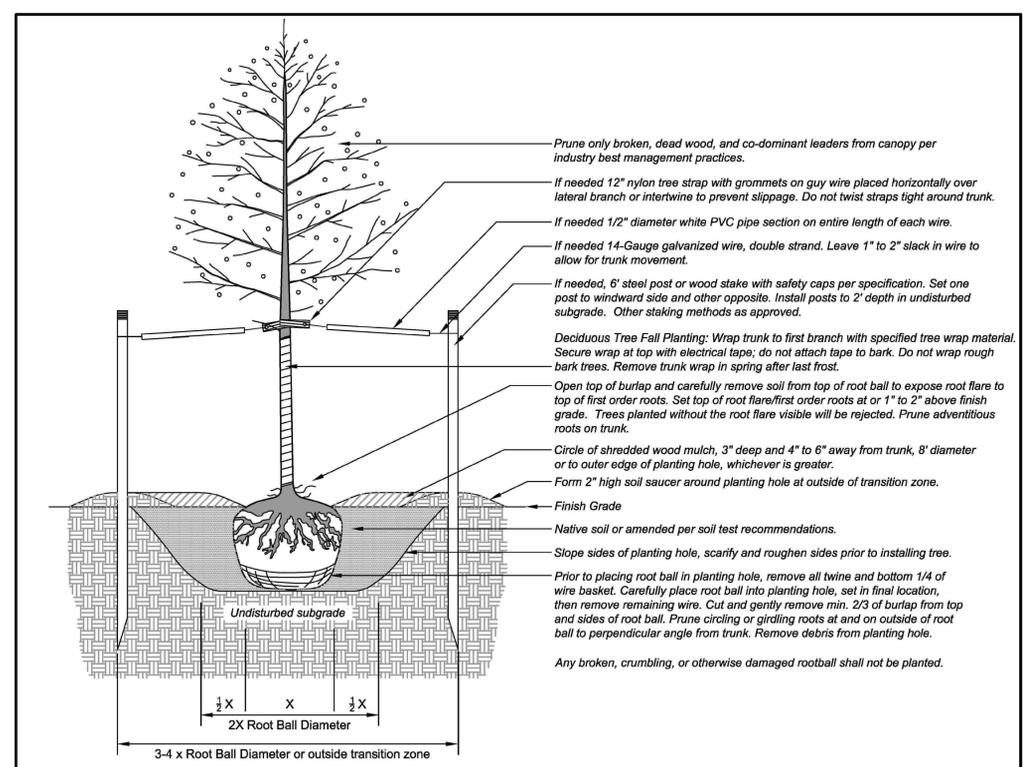
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DETAILS

DRAWING NUMBER

**A800**



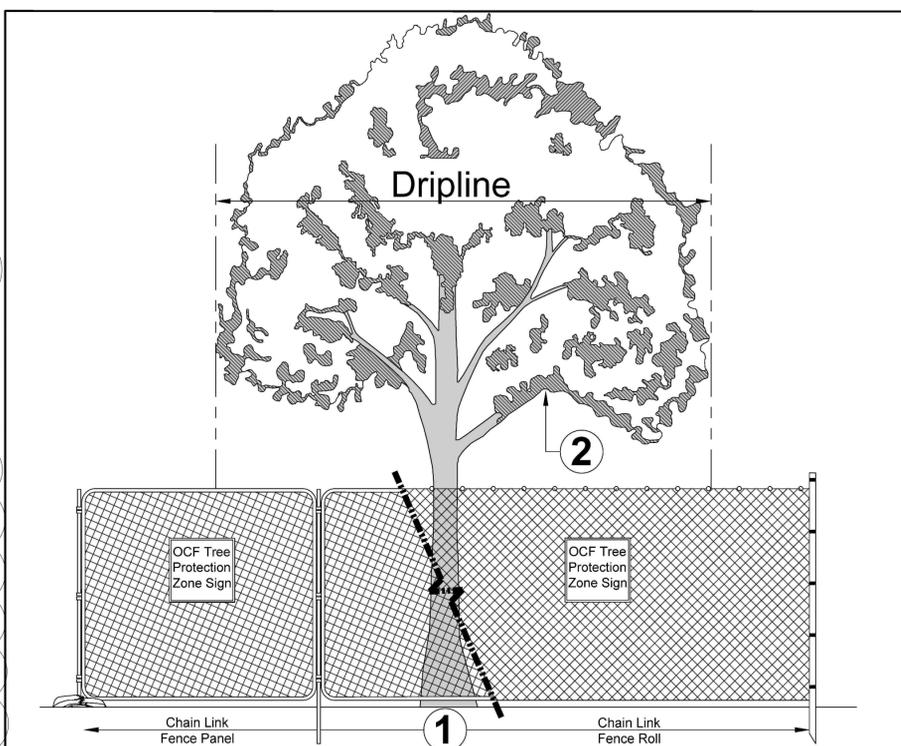
Trees planted upon park land, public property, or within the Public Right of Way (PRW) are subject to the following restrictions:

- Prior to digging, the Utility Notification Center of Colorado shall be contacted at 811 to locate underground utilities.
- A planting permit from the Office of the City Forester (OCF) is required at all times, regardless of approved plans. Penalties shall be issued for trees planted without an OCF issued permit.
  - Tree planting shall not occur when daytime temperatures reach or exceed 90-degrees Fahrenheit, unless approved by OCF.
  - In general, all tree planting should be performed avoiding the hottest part of the day.
- Only tree species approved by the OCF shall be planted. For a list of prohibited or suspended trees, visit the OCF website.
- Trees shall not be planted in tree lawns less than five feet wide unless authorized by the OCF.
- Trees shall be centered in tree lawns and/or planting areas. Where sidewalks are not present, trees shall be located as designated by the OCF.
- Unless authorized by the OCF, trees shall be located:
  - Outside street intersection sight distance triangle, measured 30 (thirty) feet along the PRW in each direction from the corner.
  - Min. 10 (Ten) feet from alleys and driveways
  - Min. 20 (Twenty) feet from stop signs and curb ramps
  - Min. 25 (Twenty-five) feet from street lights
  - Min. 10 (Ten) feet from electric/gas/water lines, water meters/pits, and fire hydrants
  - Min. 15 (Fifteen) feet from small cell towers
  - Min. 10 (Ten) feet from RTD light rail lines
- If overhead utility wires exist, only trees with an expected mature size that meet current clearance regulations may be planted.
- Tree spacing shall be based on projected mature canopy size and above restrictions, or as approved by the OCF.
- No vegetation to be planted over top of or within root ball area (denoted as X above).
- Omit weed barrier fabric from tree planting areas, including landscaped areas.
- All electric fixtures and utilities, including but not limited to outlets and lights, shall be located at outside perimeter of tree planting areas within hardscape. In tree lawns, fixtures shall be placed minimum 3 (three) feet radially from base of trunk.

When planting is completed, contact forestry@denvergov.org for final inspection.

	City and County of Denver Office of the City Forester 101 W. Colfax Ave, Denver, CO 80202	Tree Planting Detail - Public Space	Detail: OCF-PLNT 1 Effective: 4-01-2022
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3 OCF TREE PLANTING DETAIL



Any work in these areas must have written approval of OCF prior to commencement of activity. Contact OCF for instruction.

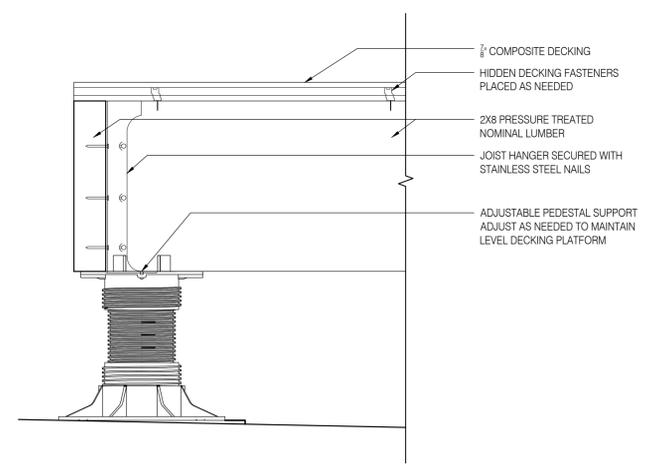
- Area 1: Tree Protection Zone and Critical Root Zone Protection**  
The Tree Protection Zone (TPZ) shall be equal to dripline or 1.5 feet radially from the tree for every one inch of trunk diameter at breast height (DBH = 4.5' above soil line), whichever is greater.
- A. Min 6' in height steel chain link fence is required unless otherwise approved by the Office of the City Forester (OCF). Steel chain link fence panels or rolls are acceptable.
1. When chain link panels are installed, anchor to ground or weight with sandbags to hold panels in place.
  2. When chain link rolls are installed, it shall be fastened to heavy duty steel posts with safety caps at minimum five (5) attachment points with 12-gauge wire, including points at top and bottom. Weave wire through top of roll to eliminate sag.
  3. Posts shall be driven 2' to 3' below grade and spaced at max. five to ten foot (5' - 10') o.c. intervals. Fencing must be kept taut at all times.
  4. "Tree Protection Zone" signs shall be placed one (1) per each tree protection zone minimum or more per direction of the OCF; maintain in the location and condition in which approved.
  5. TPZ, including signage, shall be maintained in the location and condition in which approved.
  6. Trunk protection may be required and shall be installed at the direction of the OCF.

**Area 2: Canopy Protection**  
Contact OCF if potential for damage exists and/or if pruning is needed for any clearance issues prior to performing work.

- Notes**
1. OCF Tree Retention and Protection Specifications shall be followed throughout duration of work.
  2. After TPZ is approved:
    - A. TPZ shall not be resized, modified, removed, or altered in any manner without prior written approval. TPZ shall be maintained in place as approved until removal is authorized by OCF.
    - B. Entrance/access to the TPZ is not permitted without prior written approval from the OCF.
    - C. No materials, debris, equipment, or site amenities shall be stored within the TPZ without prior written approval from the OCF.
  3. While TPZ fencing is in place, trees shall be deep-root watered at an interval of once every two weeks when temperatures are at or above 40 degrees F. Trees shall be watered at the rate of twenty-five (25) gallons per inch DBH. OCF may ask for proof of watering.
  4. Violation of TPZ or damage to protected trees is subject to penalty per City Ordinance.

	City and County of Denver Office of the City Forester 101 W. Colfax Ave, Denver, CO 80202	Tree Protection Zone - Public Space Fencing Detail	Detail: OCF-TPZ 1 Effective: 4-01-2022
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2 OCF TREE PROTECTION DETAIL



1 DECK & PEDASTAL DETAIL  
SCALE: 3" = 1'-0"



**LETTER**

March 31, 2025

RE:

**Project:** Aloy Thai  
211 E. 7<sup>th</sup> Ave  
Denver, CO. 80203

**Project No:** 2024.004

**Reviewer:** Paul Weller / Nick Evers

**Architect:** Studio K2 Architecture  
1525 Market Street, Suite 200  
Denver, CO 80202  
Tel: 303-534-4480

**Review#:** 2024-ENCROACHMENT-0000130  
Response to Comments – Aloy Thai

**Issued By:** Name Kevin Koernig, AIA  
Studio K2 Architecture, Inc

<b>ERA Transportation</b>	
1.	Provide the 1 ft dimension between the bike lane marking and the step.
<b>RESPONSE</b>	See Sheet A100 for each Parklet
2.	Please coordinate with parking and/or traffic sign group. With placement of parklet, there would be no room for a parking spot next to parklet near intersection. Any parked car would encroach into bike lane and block travel. Existing 2 hr parking sign should be removed / relocated.
<b>RESPONSE</b>	See sheet AS001, sign has been removed.
<b>City Forestry Review</b>	
3.	Please coordinate with OCF: 1) Will existing patio be removed? 2) Maintain min distance of 5' from trunk of ROW trees 3) Ensure irrigation will be maintained 4) Revitalize soil before construction 5) Trees may require remove and replace after inspection 6) Ensure patio does not prevent future ROW tree planting
<b>RESPONSE</b>	1) Will existing patio be removed? <b>YES</b> 2) Maintain min distance of 5' from trunk of ROW trees. <b>INDICATED ON A100</b> 3) Ensure irrigation will be maintained <b>EXISTING IRRIGATIN IN PLACE</b> 4) Revitalize soil before construction <b>ACKNOWLEDGED SEE A800</b> 5) Trees may require remove and replace after inspection <b>ACKNOWLEDGED</b> 6) Ensure patio does not prevent future ROW tree planting <b>ACKNOWLEDGED</b>





**TITLE DEPARTMENT – DELIVERY TRANSMITTAL**

**Closing Location:**  
8480 E Orchard Rd, Suite 4000  
Greenwood Village, CO 80111  
Phone: (720) 734-2767 Fax: (720)734-2737

**Order No.: Pre-25-1193**

**Property Address: 211 East 7th Avenue, Denver, CO 80203**  
**Buyer(s)/Borrower(s): To Be Determined**  
**Seller(s): SNJK Inc**

**Delivered Via Email**

**SELLING**

**AGENT/BROKER:**

\_\_\_\_\_

**Delivered VIA Email**

**LISTING AGENT/BROKER**

\_\_\_\_\_

**ELEVATED TITLE**  
8480 E Orchard Rd Suite 4000  
Greenwood Village CO 80111  
Phone: 720.734.2767  
Fax: 720.734.2937  
Email: [TheATeam@elevatedtitleco.com](mailto:TheATeam@elevatedtitleco.com)

Above is a list of clients to whom the attached materials have been delivered. First Integrity Title Company has several office locations in which to serve you. The location noted on the commitment may not be your closing location. Please contact the closer below to confirm the closing destination as well as any inquiries or questions you may have. We sincerely thank you for your business and look forward to serving you.

**FOR QUESTIONS OR COMMENTS:**

**MUST CALL FOR WIRE INSTRUCTIONS:**  
**\*\*DO NOT SEND ACH PAYMENTS\*\***

**Escrow Officer: Jamie Quillen**  
E-Mail Address: [jamie@elevatedtitleco.com](mailto:jamie@elevatedtitleco.com)  
Phone: 720.734.2767  
8480 E Orchard Rd #4000  
Greenwood Village, CO 80111

**\*\*All Cashier's Checks must be payable to Elevated Title\*\***

**Escrow Assistant:**  
E-Mail Address:  
Phone: 720.734.2767  
8480 E orchard Rd #4000  
Greenwood Village, CO 80111



## Privacy Policy Notice

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Elevated Title.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates, or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities, and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**A Step Above the Rest**

## **FRAUD ALERT**

### **Be Vigilant- Confirm Wire Instruction Before You Send a Wire**

#### **Call don't email:**

Confirm your wiring instructions by phone using a known number before transferring funds. Don't use phone numbers or links from an email.

If you or your client receive a suspicious looking email involving wire instructions, do not reply and call our office at 720-734-2767 to verify.

#### **Be suspicious:**

We will NOT change our wiring instructions. If you receive an email stating that we have changed our wire instructions call our office at 720-734-2767. Do NOT call the number in the email.

Never open a link in an email that you are suspicious of or uncertain of its origin.

#### **Forward, don't reply:**

When responding to an email, hit forward instead of reply and then start typing in the person's email address. Criminals use email address that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.

#### **Protect Your Money Confirm everything:**

Ask your bank to confirm the name on the account before sending a wire. The name will always be DTT Title LLC dba Elevated Title.

#### **Verify immediately:**

Call our office at 720-734-2767 to validate that the funds were received.

**If you are a real estate or lending professional, advise and warn your clients at the outset of the transaction of this potential threat and establish protocols for verifying anything pertaining to the delivery of funds. When the time arrives for your client to wire funds to the title company, strongly advise your client to call the Escrow Officer to confirm the wire instructions over the phone.**

**Consider having your clients deliver their own wiring instructions concerning their funds through hard copy only.**

For more information and tools about protecting yourself and your client from wire fraud you can find the American Land Title Association's Outgoing Wire Preparation Checklist at (type of copy and paste the link into your browser):

<https://www.alta.org/business-tools/information-security.cfm>



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a(n) 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**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

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- 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.
    - 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.

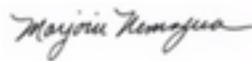
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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability 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 \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
P.O. Box 45023, Jacksonville, FL 32232-5023



By: \_\_\_\_\_  
President



By: \_\_\_\_\_  
Secretary

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

Issuing Agent: ELEVATED TITLE  
Issuing Office: 8480 East Orchard Rd, Suite 4000  
Greenwood Village, CO 80111  
Issuing Office's ALTA® Registry ID: 1213617  
Loan ID Number:  
Commitment Number: Pre-25-1193  
Issuing Office File Number: Pre-25-1193  
Property Address: 211 East 7th Avenue, Denver, CO 80203  
Revision Number: C2 dishwasher lease

**SCHEDULE A**

- 1. Commitment Date: April 24, 2025 at 8:00 AM
- 2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy
  - Proposed Insured: **To Be Determined**
  - Proposed Amount of Insurance: **\$10,000.00**
  - Policy Premium: **\$496.00**
  - The estate or interest to be insured: **fee simple**
- 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:  
[SNJK Inc, a Colorado Corporation](#)
- 5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**ELEVATED TITLE**  
8480 East Orchard Rd, Suite 4000, Greenwood  
Village, CO 80111  
Telephone: (720) 734-2767

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned by:

\_\_\_\_\_  
Jamie Quillen, License #153061  
ELEVATED TITLE, License #Title License- 684887

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

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**SCHEDULE B, PART I – Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Payment of all taxes, charges, and assessments, levied and assessed against the subject premises which are due and payable.
5. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County treasurer or an Authorized Agent (pursuant to Senate Bill 91-143, C.R.S. 10-11-122).
6. Receipt by the Company of the appropriate affidavits as to new construction and indemnifying against unfiled mechanic's and materialman's liens.
7. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from SNJK Inc, a Colorado Corporation to To Be Determined, to be executed and recorded at closing.

8. Release of Deed of Trust from SNJK Inc to the Public Trustee of Denver County for the benefit of Firstbank to secure an indebtedness in the principal sum of \$2,137,000.00, and any other amounts and/or obligations secured thereby, dated August 29, 2022 and recorded August 29, 2022 at Reception No. [2022114643](#)
9. The following documents will be required for review and/or recordation for SNJK Inc, a Colorado Corporation:
  - (A) Recordation of Duly executed and acknowledged Statement of Authority for SNJK Inc, a Colorado Corporation, pursuant to C.R.S. 38-30-172.
  - (B) Prior to closing, a copy of the Resolution of Board of Directors and copy of the By-Laws authorizing this transaction and naming officers authorized to execute the necessary instruments for SNJK Inc, a Colorado Corporation must be furnished to the Company.  
NOTE: If the said Resolution and By Laws disclose the members/managers as other entities the proper authority documents for those entities will also be required.
10. NOTICE: 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.
11. NOTE:  
A 24 month Chain of Title has been completed and we find the following recorded documents:  
NONE

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- 
12. This Commitment is subject to such further Exceptions and/or Requirements as may appear necessary when the name of the Proposed Insured has been disclosed.

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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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Record or is created, attaches, or is disclosed between the Commitment Date and the date in which all of the Schedule B, Part I Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage of area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the Public Records.
5. Any lien and right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Unpatented mining claims, reservations or exceptions in Patents or in Acts authorizing the issuance thereof, water rights, claim or title to water, whether or not shown by the Public Records.
7. Any and all unpaid taxes, assessments, and unredeemed tax sales. NOTE: This exception will be modified in the final policy to reflect only those taxes and assessments that are a lien, but not yet due and payable.
8. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Arlington Heights Addition to Denver recorded July 15, 1881 in [Book 2 at Page 84A](#) .
9. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees. Reservation of easement contained in Deed recorded March 31, 1948 in Book 6367, Page 441.
10. Mountain View Preservation Building Pleight 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](#)
11. 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](#)
12. 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](#)
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document to Public Service Company of Colorado for public utilities and incidental purposes recorded March 9, 2017 at Reception No. [20170032459](#)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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14. 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: 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](#) .
15. 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 comer, as evidenced on ILC, no recorded easement was found of record in connection with same.
16. This Commitment is subject to such further Exceptions and/or Requirements as may appear necessary when the name of the Proposed Insured has been disclosed.
17. Dishwashing Machine Agreement recorded January 11, 2023 at Reception No. [2023002300](#)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**EXHIBIT "A"**

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

The West 88.8 feet of Lots 21, 22, and 23, inclusive, all of Lot 20, and the South 1/2 of Lot 19, Block 21, Arlington Heights Addition to Denver, excepting therefrom that portion 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

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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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

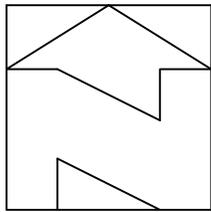
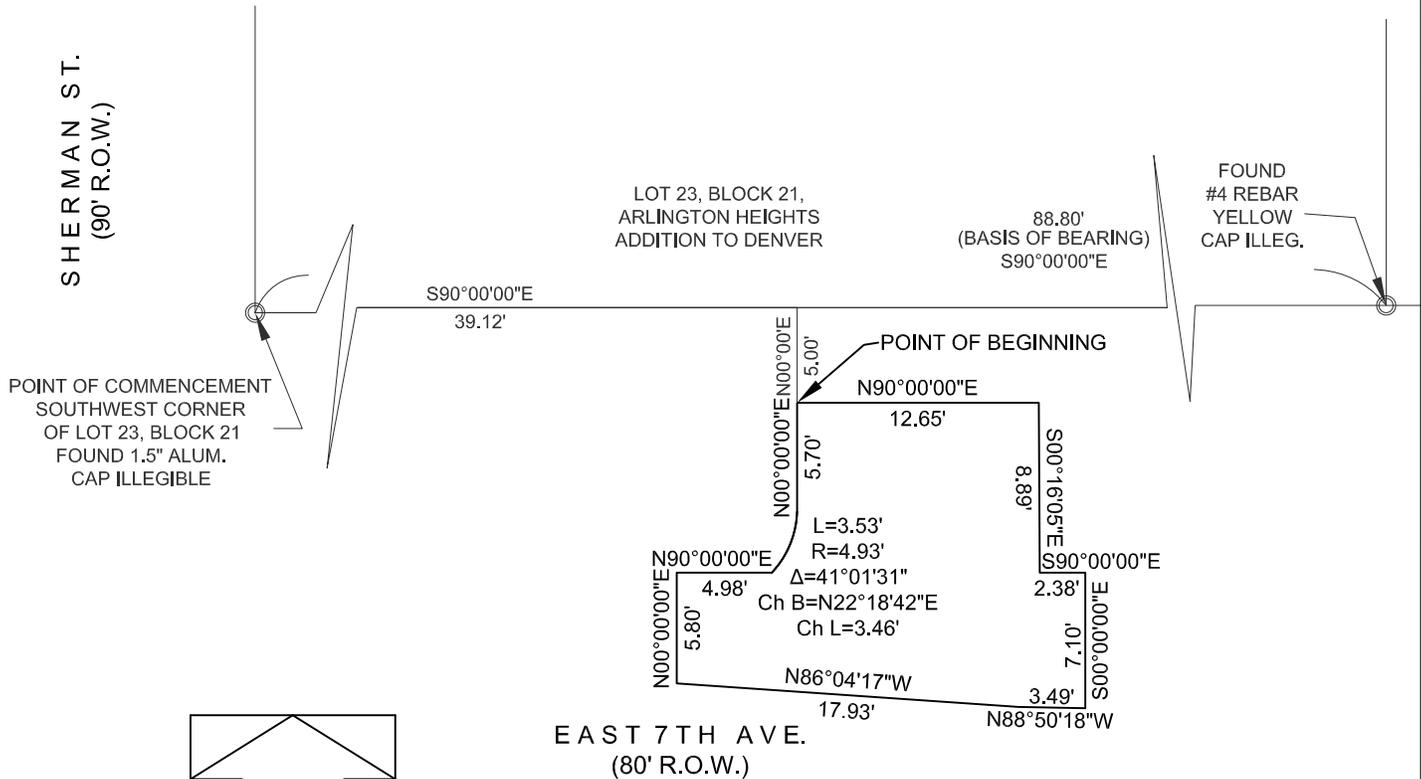
GILLIANS LAND CONSULTANTS  
P.O. BOX 375  
BENNETT, CO 80102  
303-972-6640 [www.gillianslc.com](http://www.gillianslc.com)

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

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



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 August 4<sup>th</sup>, 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**  
\$ 1,100.00

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**



***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

## Tier III 211 E 7th Ave Parklet Aloy Thai

06/06/2025

**Master ID:** 2015-PROJMSTR-0000672      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2024-ENCROACHMENT-0000130      **Review Phase:**  
**Location:**      **Review End Date:** 10/23/2024

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: Matt Steder  
Reviewers Email: [Matt.Steder@denvergov.org](mailto:Matt.Steder@denvergov.org)

Status Date: 10/22/2024  
Status: Approved  
Comments:

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved - No Response

Reviewers Name: Bridget Rassbach  
Reviewers Email: [Bridget.Rassbach@denvergov.org](mailto:Bridget.Rassbach@denvergov.org)

Status Date: 10/07/2024  
Status: Approved - No Response  
Comments:

Reviewing Agency: Survey Review

Review Status: Approved

Reviewers Name: Thomas Breitnauer  
Reviewers Email: [Thomas.Breitnauer@denvergov.org](mailto:Thomas.Breitnauer@denvergov.org)

Status Date: 05/07/2025  
Status: Approved  
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000130 Tier III 211 E 7th Ave Parklet Aloy Thai  
Reviewing Agency/Company: DOTI - Survey  
Reviewers Name: Thomas Breitnauer  
Reviewers Phone: 3038959614  
Reviewers Email: [thomas.breitnauer@denvergov.org](mailto:thomas.breitnauer@denvergov.org)  
Approval Status: Approved

Comments:

Status Date: 10/03/2024  
Status: Denied  
Comments: Re-submittal required. Survey comments were uploaded in E-Review.

Reviewing Agency: DES Wastewater Review

Review Status: Approved

Reviewers Name: Chris Brinker  
Reviewers Email: [Christopher.Brinker@denvergov.org](mailto:Christopher.Brinker@denvergov.org)

Status Date: 10/23/2024  
Status: Approved

# Comment Report

## Tier III 211 E 7th Ave Parklet Aloy Thai

06/06/2025

**Master ID:** 2015-PROJMSTR-0000672      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2024-ENCROACHMENT-0000130      **Review Phase:**  
**Location:**      **Review End Date:** 10/23/2024

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

Comments:

Reviewing Agency: City Council Referral      Review Status: Approved - No Response

Status Date: 10/24/2024  
Status: Approved - No Response

Comments:

Reviewing Agency: ERA Transportation Review      Review Status: Approved

Reviewers Name: Brent McMurtrie  
Reviewers Email: Brent.McMurtrie@denvergov.org

Status Date: 05/15/2025  
Status: Approved  
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000130 Tier III 211 E 7th Ave Parklet Aloy Thai  
Reviewing Agency/Company: DOTI Strategic  
Reviewers Name: Brent McMurtrie  
Reviewers Phone: 7209134502  
Reviewers Email: brent.mcmurtrie@denvergov.org  
Approval Status: Approved

Comments:  
Revised drawings showing min 6 ft clear sidewalk in ROW. Other comments addressed with revised drawings as well.

Status Date: 10/23/2024  
Status: Denied  
Comments: 1. Please provide min 5 ft pedestrian access route (PAR) plus 1 foot (6 ft total) within public right-of-way, along sidewalk. Current plans show sidewalk / PAR as 6 ft 10 in, but includes space beyond property line. Total measured space needs to be within public right-of-way. Please show dimension from parklet to property line.  
2. Please provide min 1 ft buffer between bike lane and steps going up into parklet. Suggest raised flex post or similar next to steps for bicycles to see / identify, especially at night.  
3. Please coordinate with parking and/or traffic sign group. With placement of parklet, there would be no room for a parking spot next to parklet near intersection. Any parked car would encroach into bike lane and block travel. Existing 2 hr parking sign should be removed / relocated.

Reviewing Agency: ERA Wastewater Review      Review Status: Approved

Reviewers Name: Mike Sasarak  
Reviewers Email: Mike.Sasarak@denvergov.org

Status Date: 10/23/2024  
Status: Approved

Comments:

Reviewing Agency: CenturyLink Referral      Review Status: Approved

Status Date: 11/06/2024  
Status: Approved  
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000130 Tier III 211 E 7th Ave Parklet Aloy Thai  
Reviewing Agency/Company: CenturyLink/Lumen

# Comment Report

## Tier III 211 E 7th Ave Parklet Aloy Thai

06/06/2025

**Master ID:** 2015-PROJMSTR-0000672      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2024-ENCROACHMENT-0000130      **Review Phase:**  
**Location:**      **Review End Date:** 10/23/2024

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

Reviewers Name: Varina Hoopes  
Reviewers Phone: 4075926104  
Reviewers Email: Varina.Hoopes@lumen.com  
Approval Status: Approved

**Comments:**

Engineer Notes: After review, Lumen has Facilities on the south side of 7th St and are not affected by the given site plans. I have no reservations with this request.

Status Date: 10/07/2024

Status: Denied

Comments: Denied on behalf of this critical reviewer. We received the following email with contact information for the reviewer assigned to this project. Please contact the reviewer to work towards their approval.

"Your project number is P863578 and it should be referenced in all emails sent n for review.  
Your project owner is Varina Hoopes and they can be reached by email at varina.hoopes@lumen.com with any questions that you may have regarding this project."

Reviewing Agency: Xcel Referral      Review Status: Approved w/Conditions

Status Date: 10/23/2024

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000130 Tier III 211 E 7th Ave Parklet Aloy Thai  
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 both overhead and underground electric distribution facilities and natural gas distribution and service facilities within these areas. Please contact Colorado 811 for locates 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.

Reviewing Agency: RTD Referral      Review Status: Approved

Status Date: 10/23/2024

Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000130 Tier III 211 E 7th Ave Parklet Aloy Thai  
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

# Comment Report

## Tier III 211 E 7th Ave Parklet Aloy Thai

06/06/2025

**Master ID:** 2015-PROJMSTR-0000672      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2024-ENCROACHMENT-0000130      **Review Phase:**  
**Location:**      **Review End Date:** 10/23/2024

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

- 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.

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

Status Date: 10/24/2024  
Status: Approved - No Response  
Comments:

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

Status Date: 10/24/2024  
Status: Approved - No Response  
Comments:

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

Status Date: 10/24/2024  
Status: Approved - No Response  
Comments:

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

Status Date: 10/24/2024  
Status: Approved - No Response  
Comments:

Reviewing Agency: Building Department Review      Review Status: Approved

Reviewers Name: Keith Peetz  
Reviewers Email: Keith.Peetz@denvergov.org

Status Date: 10/15/2024  
Status: Approved  
Comments: Provide a handrail along each side of each ramp which conforms to the requirements of ICC A117.1-2017 (A117.1) Section 505 as is required by A117.1 Section 405.8.  
Increase the width of the ramps to provide a minimum 36-inch clear width between the handrails as is required by A117.1 section 405.5.

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

# Comment Report

## Tier III 211 E 7th Ave Parklet Aloy Thai

06/06/2025

**Master ID:** 2015-PROJMSTR-0000672      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2024-ENCROACHMENT-0000130      **Review Phase:**  
**Location:**      **Review End Date:** 10/23/2024

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

Status Date: 10/02/2024  
Status: Approved  
Comments:

Reviewing Agency: Denver Fire Department Review      Review Status: Approved - No Response

Reviewers Name: Adam Grier  
Reviewers Email: Adam.Grier@denvergov.org

Status Date: 10/23/2024  
Status: Approved - No Response  
Comments:

Reviewing Agency: Denver Water Referral      Review Status: Approved - No Response

Status Date: 10/24/2024  
Status: Approved - No Response  
Comments:

Reviewing Agency: Parks and Recreation Review      Review Status: Approved

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

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

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

Status Date: 10/24/2024  
Status: Approved - No Response  
Comments:

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

Status Date: 04/18/2025  
Status: Approved  
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000130 Tier III 211 E 7th Ave Parklet Aloy Thai  
Reviewing Agency/Company: DODR  
Reviewers Name: Spencer Pocock  
Reviewers Phone: 720-913-8411  
Reviewers Email: Spencer.Pocock@denvergov.org  
Approval Status: Approved

Comments:  
Architect has provided revised drawings showing the requested revisions.  
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.

# Comment Report

## Tier III 211 E 7th Ave Parklet Aloy Thai

06/06/2025

**Master ID:** 2015-PROJMSTR-0000672      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2024-ENCROACHMENT-0000130      **Review Phase:**  
**Location:**      **Review End Date:** 10/23/2024

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

**Status Date:** 10/24/2024  
**Status:** Denied  
**Comments:** PWPRS Project Number: 2024-ENCROACHMENT-0000130 Tier III 211 E 7th Ave Parklet Aloy Thai  
Reviewing Agency/Company: DODR  
Reviewers Name: Spencer Pocock  
Reviewers Phone: 720-913-8411  
Reviewers Email: Spencer.Pocock@denvergov.org  
Approval Status: Denied

**Comments:**  
Per 2010 ADA §405.8, accessible ramps that rise more than 6" in total height require handrails that comply with ADA §505. Please include compliant handrail details on future submittals.

Please also keep in mind, before final furniture selections are made, that the clear space at accessible seating must be able to extent a minimum depth of 17" below the dining surface without any obstruction (as defined by toe and knee clearance descriptions in ADA §305) in order to be considered an accessible dining surface.

**Status Date:** 10/24/2024  
**Status:** Approved - No Response  
**Comments:**

**Reviewing Agency:** Construction Engineering Review      **Review Status:** Approved

**Reviewers Name:** Porames Saejiw  
**Reviewers Email:** Joe.Saejiw@denvergov.org

**Status Date:** 10/17/2024  
**Status:** Approved  
**Comments:**

1. Prior to the solicitation of bids or proposals from general contractors, the developer of this project is strongly encouraged to schedule an office meeting with the Right-of-Way Services Construction Inspections team (303) 446-3469 to discuss the project's installation of City Approved Plans for Traffic Closures, Row Items and Landscaping and the associated ROW permit fees that will need to be paid by the selected general contractor.
2. The permittee must always maintain a 5ft min wide ped path.
3. A 3 ft clear radius must be maintained at all utility access points.
4. The permittee must maintain a 12ft min wide traffic lane from the barriers.
5. The permittee must maintain the retro reflective markings on the barriers.
6. Keep the flow line free of obstructions.

**Reviewing Agency:** TES Sign and Stripe Review      **Review Status:** Approved - No Response

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

**Status Date:** 10/24/2024

# Comment Report

## Tier III 211 E 7th Ave Parklet Aloy Thai

06/06/2025

**Master ID:** 2015-PROJMSTR-0000672 **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2024-ENCROACHMENT-0000130 **Review Phase:**  
**Location:** **Review End Date:** 10/23/2024

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

**Status:** Approved - No Response  
**Comments:**

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

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

**Status Date:** 04/17/2025  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2024-ENCROACHMENT-0000130 Tier III 211 E 7th Ave Parklet Aloy Thai  
Reviewing Agency/Company: Denver Parks and Rec - Forestry  
Reviewers Name: Nick Evers  
Reviewers Phone: 7206759194  
Reviewers Email: nick.evers@denvergov.org  
Approval Status: Approved

**Comments:**  
Approved. Forestry's comments have been addressed. Project agreed to remove adjacent ROW trees and remediate soil. OCF recommended using goldenrain tree and/or Amur maackia.

**Status Date:** 10/24/2024  
**Status:** Denied  
**Comments:** PWPRS Project Number: 2024-ENCROACHMENT-0000130 Tier III 211 E 7th Ave Parklet Aloy Thai  
Reviewing Agency/Company: Denver Parks and Rec - Forestry  
Reviewers Name: Nick Evers  
Reviewers Phone: 7206759194  
Reviewers Email: nick.evers@denvergov.org  
Approval Status: Denied

**Comments:**  
Please coordinate with OCF:  
1) Will existing patio be removed?  
2) Maintain min distance of 5' from trunk of ROW trees  
3) Ensure irrigation will be maintained  
4) Revitalize soil before construction  
5) Trees may require remove and replace after inspection  
6) Ensure patio does not prevent future ROW tree planting

**Status Date:** 10/24/2024  
**Status:** Approved - No Response  
**Comments:**

**Reviewing Agency:** Landmark Review **Review Status:** Approved - No Response

**Reviewers Name:**  
**Reviewers Email:**

**Status Date:** 10/06/2024  
**Status:** Approved - No Response

# Comment Report

## Tier III 211 E 7th Ave Parklet Aloy Thai

06/06/2025

**Master ID:** 2015-PROJMSTR-0000672      **Project Type:** Tier III Encroachment Resolution  
**Review ID:** 2024-ENCROACHMENT-0000130      **Review Phase:**  
**Location:**      **Review End Date:** 10/23/2024

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

Comments:

Reviewing Agency: CDOT Referral      Review Status: Approved

Status Date: 10/23/2024  
Status: Approved  
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000130 Tier III 211 E 7th Ave Parklet Aloy Thai  
Reviewing Agency/Company: CDOT  
Reviewers Name: Michelle White  
Reviewers Phone: 3035124218  
Reviewers Email: michelle.m.white@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.

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

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

Status Date: 10/24/2024  
Status: Approved - No Response  
Comments: