



APPLICATION

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

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

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

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: _____
Contact Name: Meg Ryan Sippel
Property Address: 670 Columbine St., Denver, CO 80206
Billing Address: same
Phone: 303-320-7895 Email: RYANSIPPEL4@gmail.com

PRIMARY CONTACT:

Check if the same as Adjacent Property Owner

Company Name: _____
Contact Name: _____
Address: _____
Phone: 303-320-7895 Email: _____

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
Email: DOTI.ER@denvergov.org
Phone: 720-865-3003

ENCROACHMENT INFORMATION:

Project Name: 2024-LOG-0009396

Adjacent Property Address: 670 Columbine St.

Coordinates (Lat/Long): _____

Encroachment Area, in SF: See drawing

Is this project associated with a LAND DEVELOPMENT REVIEW?

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

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:

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 south side of 7th Avenue Parkway and east side of alley between Columbine and Elizabeth Streets

Description of Encroachment:

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

Replace all existing 6' tall cedar fence with new
New cedar fence is 6' x 4" x 5/8" pickets and posts are 4" x 4" in cement
Replace all existing gates with new identical gates
All gates swing into the yard
Change 90-degree angle at alley as per plan with new layout

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.

This is a single-family home in the 7th Avenue Landmark District.
We replaced the fence in same location as previous fence after it blew down in an April windstorm this year. Original fence has been here at least 30 years.
We want to preserve the existing mature Oak tree that is located inside the current fence line.

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:

Meg Ryan Sippel

DATE:

12/20/2024

PRINT NAME:

Meg Ryan Sippel

TITLE:

COMPANY:

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 1st review)

- Encroachment Area Land Description and Exhibit(s) in PDF format stamped and signed by PLS
- Encroachment Area Land Description in Word format

Site Plans sealed and signed by a Professional Engineer licensed in Colorado

GENERAL

- Vicinity map
- North arrows and numerical and bar scales (Scale not to exceed 1" = 40')
- Legend
- PE stamp area
- Plan set date and revision number (if applicable)

PLAN VIEW

Show, label and dimension existing and proposed final site conditions, including but not limited to the following (aerial imagery is allowed; however, it does not replace requirement for accurately scaled engineering drawings):

- Property lines, right-of-way width
- Edge of pavement, curb and gutter, sidewalks, nearby driveways and alleys
- Street lights, pedestrian lights, signal poles, utility poles
- Surface utility features (e.g. cabinets, handholes, manholes, inlets, vaults, valves, fire hydrants)
- Regulatory Floodplain boundaries (FEMA)
- Underground and overhead utilities (e.g. water, sewer, power, communications, gas, irrigation)
- Trees and landscaping in the ROW
- Street names and adjacent property address(es)
- Regional Transportation District (RTD) bus stop with any amenities
- Location and size of Encroachment – Show and dimension limits of both above and below ground elements
- 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

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 1st Submittal

- Reviewer’s and Agency Name
- Review comments (reviewer comments must be verbatim)
- Formal written response to each comment

Fees:

Fees must be paid immediately after ER provides a project number and invoice for your application.

Fees (Non-Refundable):	Tier I Encroachment:	Tier II Encroachment:	Tier III Encroachment:
Initial Processing	No Fee	\$1,500.00	\$1,500.00
Land Description Review	N/A	\$500.00	\$500.00
Resolution Review	N/A	N/A	\$300.00
Annual Permit	No Fee	\$200.00	\$200.00

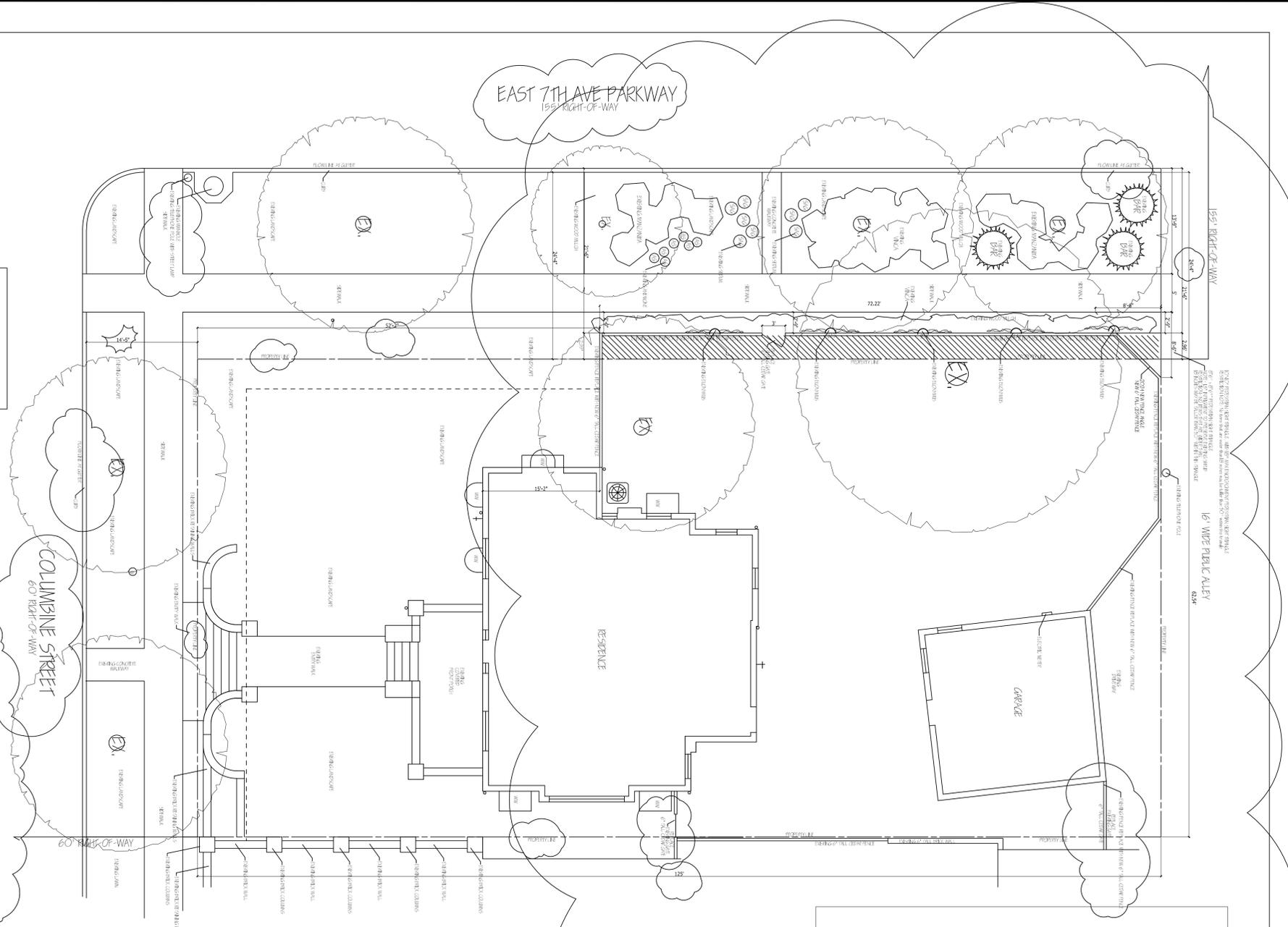
Attestation:

I hereby attest that the above information is incorporated into the Encroachment Application and plan submittal:

SIGNATURE: Meg Ryan Sippel DATE: 12/20/2024
 PRINT NAME: Meg Ryan Sippel EMAIL: RYANSIPPEL4@gmail.com
 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
 Phone: 720-913-3003

CONNECT WITH US | 311 | DENVERGOV.ORG | DENVER 8 TV

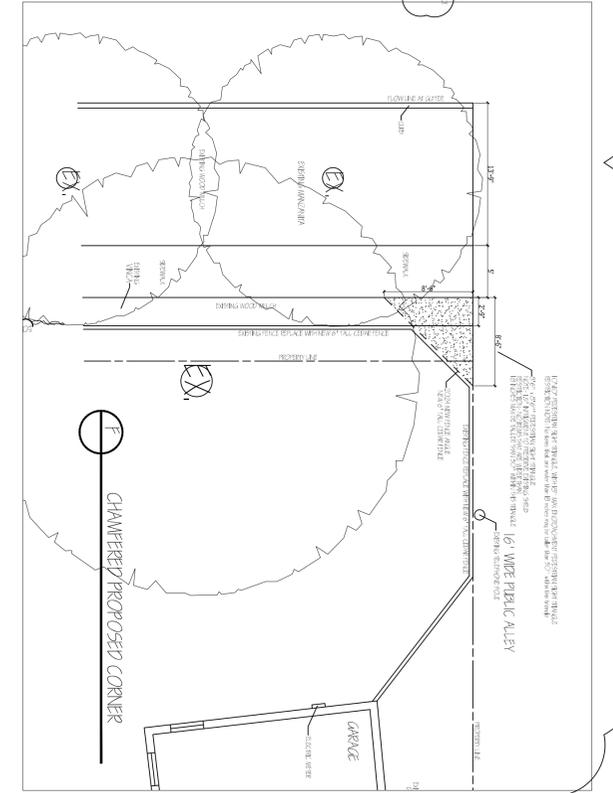


LANDSCAPE NOTES:
 REMOVE ALL EXISTING 6" PULP GROUND REINFORCEMENT IN SAME LOCATION AS NEW PAVING. NEW PAVING TO BE 4" ASPHALT OVER 4" GRANULAR FILL. CHANGE 90 DEGREE ANGLE AT ALLEY AS PER PLAN WITH NEW LAYOUT.

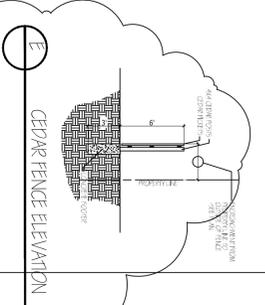
COLUMBINE STREET
 60' RIGHT-OF-WAY

EAST 7TH AVE PARKWAY
 155' RIGHT-OF-WAY

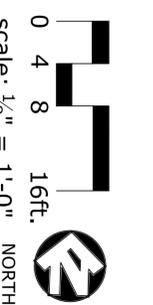
16th WIDE PUBLIC ALLEY
 65'4"



CITY AND COUNTY OF DENVER
 COMMUNITY PLANNING AND DEVELOPMENT
LANDMARK APPROVAL
 COA# 2024-COA-0000605
 Date: 01/31/2025
 Signature: *Franklin [Signature]*



Chris Y Chen
 on behalf of Envision Design LLC.
 Digital Signature by Chris Y Chen
 Envision Design LLC
 1515 17th St, Suite 100
 Denver, CO 80202
 Phone: (303) 733-1125
 Email: chris@envisiondesign.com



PERMITS	
DATE:	BY: COMMENTS:
1/23/25	PERMIT SUBMITAL

SIPPEL RESIDENCE
 670 COLUMBINE STREET, DENVER COLORADO 80206

Rebecca R. Krapp
 303-868-0256
 rebecca.krapp@denverlandmark.com
 krapp.andkemp@denverlandmark.com

EXHIBIT A LEGAL DESCRIPTION

2024-ENCROACHMENT-0000200-001

A PARCEL OF LAND OVER AND ACROSS A PORTION OF THE SOUTHERN RIGHT-OF-WAY OF EAST 7TH AVENUE PARKWAY, ADJACENT TO THE NORTH LOT LINE OF LOT 4, BLOCK 175, SOUTH DIVISION OF CAPITOL HILL, AS RECORDED IN BOOK 3, PAGE 10, DATED AUGUST 26, 1882, IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE SOUTH RIGHT-OF-WAY LINE OF EAST 7TH AVENUE PARKWAY, BEARS NORTH 89°45'30" WEST. USING THE CHISELED "+" PLUS FOUND AT THE SOUTH PROPERTY LINE, EXTENDED 14.75' WEST, WE HELD N00°00'00"W FOR THE EAST RIGHT-OF-WAY LINE OF COLUMBINE STREET, THENCE TURNED TO THE RIGHT AT AN ANGLE OF 89°45'30", AS SHOWN ON THE RECORDED PLAT; SOUTH DIVISION OF CAPITOL HILL, BOOK 06, PAGE 93

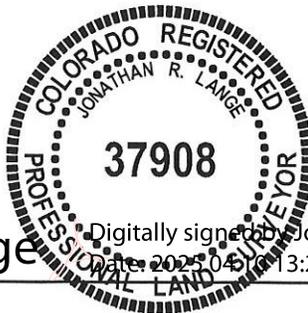
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 175, SOUTH DIVISION OF CAPITOL HILL:

THENCE NORTH 89°45'30" WEST, A DISTANCE OF 72.23 FEET;
THENCE NORTH 00°16'03" EAST, A DISTANCE OF 2.99 FOOT;
THENCE SOUTH 89°43'58" EAST, A DISTANCE OF 72.22 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 2.96 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 215 SQUARE FEET, OR 0.0049 ACRES MORE OR LESS.

THE DISTANCES ON THIS EXHIBIT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

I, JONATHAN R. LANGE, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE LEGAL DESCRIPTION OF THE SUBJECT PARCEL DESCRIBED ABOVE WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION, IN COMPLIANCE WITH COLORADO REVISED STATUTES TITLE 38 ARTICLES 50, 51, 53, WHERE APPLICABLE, AND THAT THIS LEGAL DESCRIPTION ACCURATELY AND PROPERLY SHOWS THE BOUNDARY OF PARCEL DESCRIBED ABOVE.



Jonathan R. Lange

Digitally signed by Jonathan R. Lange
Date: 2025.04.10 13:26:11 -06'00'

JONATHAN R. LANGE, P.L.S. 37908
FOR AND ON BEHALF OF LANGE LAND SURVEYS, LLC.
5511 WEST 56TH AVENUE, SUITE 240
ARVADA, CO 80002



5511 WEST 56TH AVENUE, SUITE 240
ARVADA, CO 80002
P: (720) 242-9732 F: (720) 242-9654

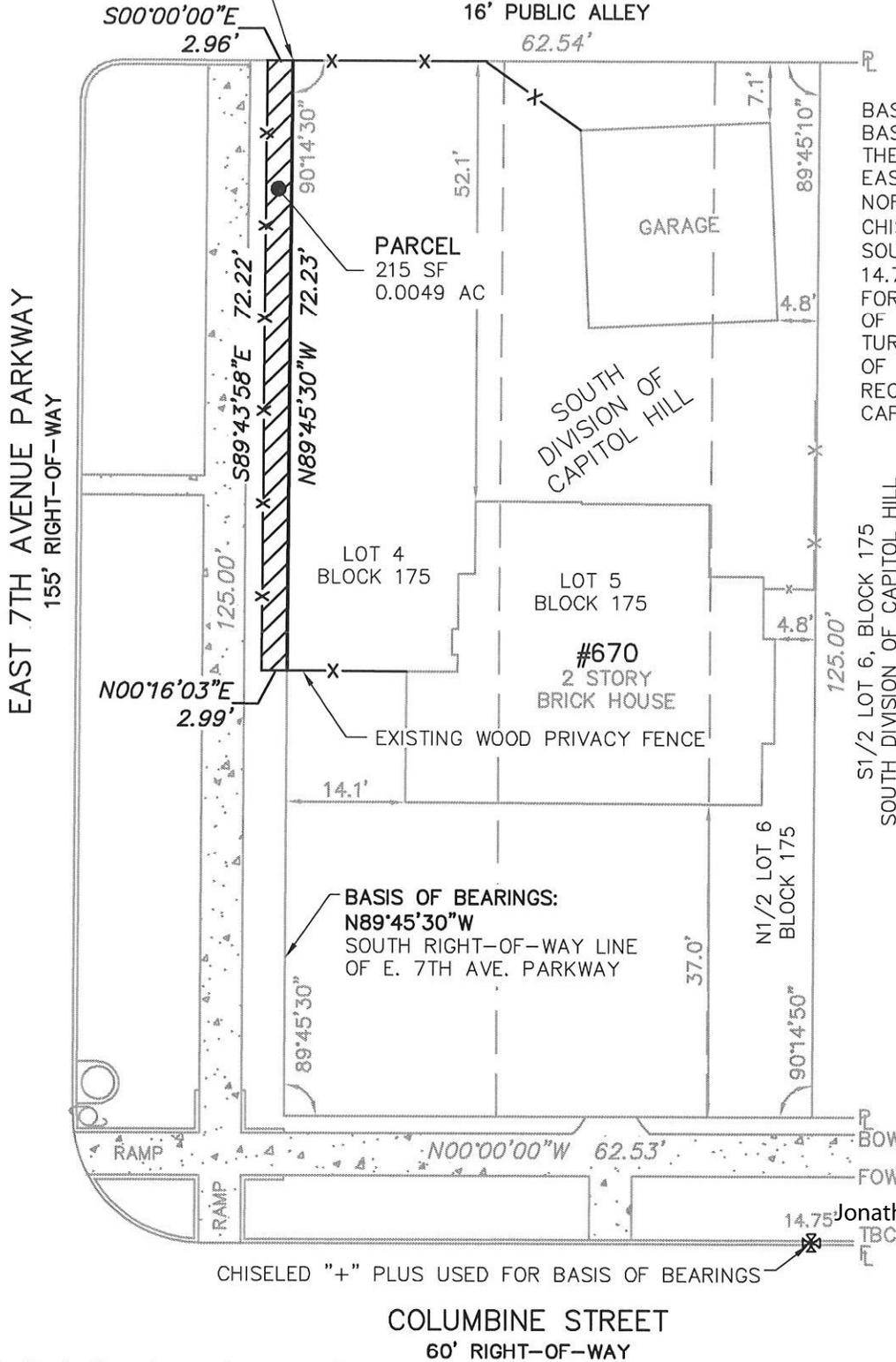
WOOD PRIVACY FENCE ENCROACHMENT OF 7TH AVENUE PARKWAY RIGHT-OF-WAY

MARGARET ANN RYAN SIPPEL

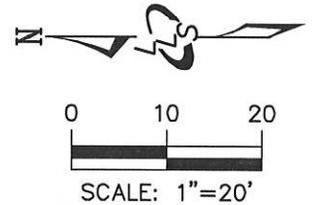
DWN BY: TU	CKD BY: JRL	DATE: 04/10/25
JOB NUMBER: 0090-1766	SHEET: 1 OF 2	

EXHIBIT A ILLUSTRATION

POINT OF BEGINNING
NORTHEAST CORNER OF
LOT 4, BLOCK 175,
SOUTH DIVISION OF
CAPITOL HILL



BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE SOUTH RIGHT-OF-WAY LINE OF EAST 7TH AVENUE PARKWAY, BEARS NORTH 89°45'30" WEST. USING THE CHISELED "+" PLUS FOUND AT THE SOUTH PROPERTY LINE, EXTENDED 14.75' WEST, WE HELD N00°00'00"W FOR THE EAST RIGHT-OF-WAY LINE OF COLUMBINE STREET, THENCE TURNED TO THE RIGHT AT AN ANGLE OF 89°45'30", AS SHOWN ON THE RECORDED PLAT; SOUTH DIVISION OF CAPITOL HILL, BOOK 06, PAGE 93.



CHISELED "+" PLUS USED FOR BASIS OF BEARINGS

COLUMBINE STREET
60' RIGHT-OF-WAY

This illustration does not represent a monumented survey. it is intended only to depict the attached legal description



Lange
Land
Surveys
5511 WEST 56TH AVENUE, SUITE 240
ARVADA, CO 80002
P: (720) 242-9732 F: (720) 242-9654

WOOD PRIVACY FENCE ENCROACHMENT OF 7TH AVENUE PARKWAY RIGHT-OF-WAY

MARGARET ANN RYAN SIPPEL

DWN BY: TU	CKD BY: JRL	DATE: 04/10/25
JOB NUMBER: 0090-1766	SHEET: 2 OF 2	



DELIVERY RECEIPT

MARGARET ANN RYAN SIPPEL and JEFFREY M. SIPPEL

For Closing Questions

Contact: Sheena J. Daebelliehn
600 Grant St, Suite 950
Denver, CO 80203
Phone: (720) 941-6404
Fax: (720) 941-6414
DenverCentral@guardiancolo.com

Date: May 19, 2025
Our File No.: 3115225-02330
Seller: MARGARET ANN RYAN SIPPEL and JEFFREY M. SIPPEL
Buyer:
Property: 670 Columbine Street
Property Type:

Notes:

ATTENTION

For Your Protection...

Due to a substantial increase in email hacking and wire fraud impacting real estate closings, our policy regarding wiring of seller's proceeds, private party proceeds and agent commissions has been upgraded to better protect your funds from criminal attack!

We will no longer accept changes to your wire instructions once you have provided them to us.

If we receive a requested change in your wire instructions, you will automatically receive a check for your proceeds.

This new policy applies to all requests for a change whether coming from you, from a third party or a possible cyber hacker.

This procedure is to protect you and your proceeds from an increase in EMAIL HACKING and wire fraud in the Real Estate industry.

To Learn More Visit:

www.consumer.ftc.gov/blog/scammers-phish-mortgage-closing-costs



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
TITLE RESOURCES GUARANTY 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, **TITLE RESOURCES GUARANTY COMPANY**, a TEXAS 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.

Authorized Issuing Agent
Guardian Title Agency

Noelle Lovato
An Authorized Signature



TITLE RESOURCES GUARANTY COMPANY

By:
J. Scott McCall, President/CEO

By:
Owen E. Girard, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by TITLE RESOURCES GUARANTY 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.

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)
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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by TITLE RESOURCES GUARANTY 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.

**American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)
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AMERICAN
LAND TITLE
ASSOCIATION



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.
- 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

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American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

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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>.

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

Issuing Agent: **Guardian Title Agency**

Issuing Office: 600 Grant St, Suite 950, Denver, CO 80203

Issuing Office's ALTA® Registry ID: 1039445

Loan ID Number:

Commitment Number: 3115225-02330

Issuing Office File Number: 3115225-02330

Property Address: 670 Columbine Street, Denver, CO 80206

Revision Number: PRELIM C/2

APN: 0501620001000

SCHEDULE A

1. Commitment Date: May 13, 2025 at 7:00AM
2. Policy to be issued: Proposed Policy Amount: Premium:
(a) ALTA® Owner's Policy \$TBD \$TBD

Proposed Insured: TO BE DETERMINED

(b) ALTA® Loan Policy \$TBD \$TBD

Proposed Insured: N/A

Owner's Policy Endorsements
TO BE DETERMINED

3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested :
MARGARET ANN RYAN SIPPEL AND JEFFREY M. SIPPEL

THE LAST DEED(S) OF RECORD WHICH PURPORT TO TRANSFER TITLE AND/OR ARE RECORDED
WITHIN THE PAST 24 MONTHS IS / ARE:

QUITCLAIM DEED RECORDED APRIL 14, 2016 AT RECEPTION NO. [2016047868](#).

NOTE: THIS COMMITMENT IS FOR INFORMATIONAL PURPOSES ONLY.

5. The Land is described as follows: See attached "EXHIBIT A".

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**Authorized Issuing Agent
Guardian Title Agency**

Noelle Lovato

Noelle Lovato
An Authorized Signature



TITLE RESOURCES GUARANTY COMPANY

By: J. Scott McCall
J. Scott McCall, President/CEO

By: Owen E. Girard
Owen E. Girard, Secretary

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EXHIBIT "A"

LOTS 4 AND 5, AND THE NORTH HALF OF LOT 6, BLOCK 175,
SOUTH DIVISION OF CAPITAL HILL, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments for all years prior to the current year.
Parcel ID: [0501620001000](#)
6. Written statement from the Homeowners Association, (if any), providing status of any assessments, fees, covenant violations and notices.
7. Receipt of an Affidavit and Indemnity Agreement executed by the following parties:
MARGARET ANN RYAN SIPPEL and JEFFREY M. SIPPEL
8. RELEASE OF DEED OF TRUST FROM MARGARET ANN RYAN SIPPEL AND JEFFREY M. SIPPEL FOR THE USE OF RAYMOND JAMES BANK, N.A. BY THE PUBLIC TRUSTEE OF DENVER COUNTY TO SECURE \$425,000.00, DATED AUGUST 16, 2016 AND RECORDED AUGUST 26, 2016 AT RECEPTION NO. [2016114642](#).
9. RELEASE OF DEED OF TRUST FROM MARGARET ANN RYAN SIPPEL AND JEFFREY M. SIPPEL FOR THE USE OF WELLS FARGO BANK, N.A. BY THE PUBLIC TRUSTEE OF DENVER COUNTY TO SECURE \$255,000.00, DATED OCTOBER 25, 2016 AND RECORDED NOVEMBER 03, 2016 AT RECEPTION NO. [2016153809](#).

NOTE: THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS AND REQUIREMENTS AS MAY APPEAR NECESSARY WHEN THE INSTRUMENTS CALLED FOR ABOVE HAVE BEEN RECORDED AND THE NAME OF THE GRANTEE HAS BEEN DISCLOSED.

NOTE: THIS COMMITMENT IS FOR INFORMATIONAL PURPOSES ONLY.

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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. Rights and claims of parties in possession not shown in the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts and boundary lines, shortage in area, encroachments, and any facts in which a correct survey and inspection of the premises would disclose and which are not shown by public records.
4. Any lien or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Note: If Guardian Title Agency conducts the closing, this item will be deleted from the final policy

6. “(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;(c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.”
7. Any water rights, claims or title to water.
8. Tax sales, taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
9. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE CHEESMAN PARK MOUNTAIN VIEW RESTRICTION ORDINANCE NO. 260 RECORDED AUGUST 19, 1968 IN BOOK 9916 AT PAGE 618 AS RECEPTION NO. [25064](#).
10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE ORDINANCE NO. 292 RECORDED MAY 5, 1993 AT RECEPTION NO. [R-93-0056655](#).
11. EASEMENTS, NOTES, TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, COVENANTS, AGREEMENTS AND OBLIGATIONS AS SHOWN ON THE PLAT OF SOUTH DIVISION OF CAPITOL HILL RECORDED AUGUST 26, 1882 IN PLAT [BOOK 3 AT PAGE 10B](#).

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

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

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

Colorado Division of Insurance Regulation 8-1-3, requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."

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

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

Pursuant to Colorado Division of Insurance Regulation 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

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

**GUARDIAN TITLE AGENCY
PRIVACY POLICY**

Rev. 5/2/2024

FACTS	WHAT DOES GUARDIAN TITLE AGENCY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Guardian Title Agency chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Guardian Title Agency share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to https://www.anywhereis.re/privacypolicy	

Who we are	
Who is providing this notice?	Guardian Title Agency
What we do	
How does Guardian Title Agency protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Guardian Title Agency collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Guardian Title Agency does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. <ul style="list-style-type: none"> • <i>Guardian Title Agency does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.anywhereis.re/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.anywhereis.re/privacypolicy



Rev. 2/14/2025

FACTS		
WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect, and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to https://www.trguw.com/privacypolicy	

Who we are

Who is providing this notice? TITLE RESOURCES GUARANTY COMPANY

What we do

How does TITLE RESOURCES GUARANTY COMPANY protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does TITLE RESOURCES GUARANTY COMPANY collect my personal information? We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes –information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (www.anywhere.re); Anywhere Integrated Services, LLC (www.anywhereis.re); HomeServices of America, Inc. (www.homeservices.com); Lennar Corporation (www.lennar.com); and OpenDoor Technologies Inc. (www.opendoor.com)*

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- **TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.**

Joint Marketing A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- **TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.**

Other Important Information

For European Union Customers Please see our Privacy Policy located at <https://www.trguw.com/privacypolicy>

For our California Customers Please see our notice about the California Consumer Protection Act located at <https://www.trguw.com/privacypolicy>

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer

Property: 670 Columbine Street
Denver, CO 80206

From: Guardian Title Agency

File Number: 3115225-02330

Thank you for contacting Guardian Title Agency (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company and Castle Edge Insurance Agency Inc., which provides homeowners insurance. The majority owner of Agent is also the one hundred percent owner of both Title Resources Guaranty Company and Castle Edge Insurance Agency Inc. Because of this relationship, this referral of business to the companies below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the below companies in connection with your transaction with Agent. THERE ARE FREQUENTLY OTHER COMPANIES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Companies	Description of Charges	Estimate of range of charges generally made by provider
Title Resources Guaranty Company ("TRGC")	Title Insurance premium	For Policy Coverage of \$100,000 \$760-\$1014 For Policy Coverage of \$300,000 \$1124-\$1416 For Policy Coverage of \$500,000 \$1488-\$1777 For Policy Coverage of \$1,000,000 \$2373-\$2708 For Policy Coverage of \$1,500,000 \$3168-\$3584
Castle Edge Insurance Agency, Inc.	Homeowners Insurance premium	\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling

Acknowledgement of Receipt of Disclosure

I/we have read this disclosure form, and understand that Agent is referring me/us to use the above-described companies and may receive a financial or other benefit as the result of this referral.

MARGARET ANN RYAN SIPPEL

JEFFREY M. SIPPEL

Date _____

Date _____



Disclosure Regarding FDIC Coverage:

Guardian Title Agency deposits funds received on your behalf in state or federally-chartered banks that are insured by the Federal Deposit Insurance Corporation ("FDIC"). The account is currently held at **Comerica Bank**. FDIC deposit insurance coverage applies to a maximum amount of \$250,000 per depositor for deposits held in the same legal ownership category at each bank. For example, funds held on your behalf in an account maintained by us will be combined with any individual accounts held directly by you at the same bank. You are responsible for monitoring the total amount of deposits that are owned directly or indirectly by you in any one bank. If you have questions about FDIC deposit insurance, contact your financial or legal advisors or go to <http://www.fdic.gov/deposit/deposits/index.html>. We do not guarantee the solvency of any bank into which funds are deposited and we assume no liability for any loss you incur due to the failure, insolvency or suspension of operations of any bank or the \$250,000 FDIC deposit insurance limit.

I acknowledge the foregoing disclosure and agree to your depositing my funds as described above.

MARGARET ANN RYAN SIPPEL

JEFFREY M. SIPPEL

Date _____

Date _____

Referring to:

670 Columbine Street, Denver, CO 80206
3115225-02330

Tier III - 670 Columbine Street Fence

05/20/2025

Master ID: 2024-PROJMSTR-0000509 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000200 **Review Phase:**
Location: 670 Columbine St **Review End Date:** 01/15/2025

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

Status Date: 02/06/2025

Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence

Reviewing Agency/Company: ROWS DES Transportation

Reviewers Name: Matt Steder

Reviewers Phone: 720-913-4535

Reviewers Email: matt.steder@denvergov.org

Approval Status: Approved

Comments:

10'x10' Pedestrian sight triangle with 18" max into sight triangle at alley has been provided. A new Landmark approved plan was uploaded to 2024-LOG-0009396 reflecting revision (attached for reference)

Attachment: 20250131_670NorthColumbineStreet_StampedDrawings_Revised1.pdf

Status Date: 01/06/2025

Status: Approved w/Conditions

Comments: 1. The fence at the alley/E 7th Ave Parkway is in the 10' pedestrian sight triangle. There needs to be a 10' x 10' pedestrian sight triangle shown at the alley approach to S Columbine St. This is at the edge of the alley and at the back of the sidewalk. No items that are wider than 18 inches may be taller than 30" within this triangle. Verify fence placement is outside of the pedestrian sight triangle or otherwise revised to meet the pedestrian sight triangle restriction. Reference also 10'x10' pedestrian sight triangle comments with 2024-LOG-0009396.

REDLINES uploaded to E-review webpage

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved w/Conditions

Reviewers Name: Tiffany Holcomb

Reviewers Email: Tiffany.Holcomb@denvergov.org

Status Date: 01/16/2025

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence

Reviewing Agency/Company: Project Coordination

Reviewers Name: Tiffany Holcomb

Reviewers Phone: 720-865-3018

Reviewers Email: Tiffany.Holcomb@denvergov.org

Approval Status: Approved with conditions

Comments:

A zoning permit will need to be issued to approval of the constructed 6' in order for the fence to remain. The zoning

Comment Report

Tier III - 670 Columbine Street Fence

05/20/2025

Master ID: 2024-PROJMSTR-0000509 **Project Type:** Tier III Encroachment Resolution
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Location: 670 Columbine St **Review End Date:** 01/15/2025

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

permit covers the portion of the fence on the zone lot. The Tier 3 encroachment permit will cover the portion of the fence in the public ROW. It appears that 2024-ZONE-0004091 has been started in connection to this application for this purpose.

If the tier 3 encroachment is not able to be approved, a revised plan will be needed that shows an alternative configuration or the fence fully on the zoning lot. A zoning permit would need to be issued for that plan to be approved and allowed to construct.

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review **Review Status:** Approved

Reviewers Name: Thomas Breitnauer
Reviewers Email: Thomas.Breitnauer@denvergov.org

Status Date: 05/20/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence
Reviewing Agency/Company: DOTI - Survey
Reviewers Name: Thomas Breitnauer
Reviewers Phone: 3038959614
Reviewers Email: thomas.breitnauer@denvergov.org
Approval Status: Approved

Comments:
Approved documents are in folder "Legal Descriptions- APPROVED".

Status Date: 01/13/2025
Status: Denied
Comments: Uploaded comments in E-Review.

Reviewing Agency: DES Wastewater Review **Review Status:** Approved

Reviewers Name: Chris Brinker
Reviewers Email: Christopher.Brinker@denvergov.org

Status Date: 01/16/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence
Reviewing Agency/Company: DOTI - DES Wastewater
Reviewers Name: Chris Brinker
Reviewers Phone: 7204450193
Reviewers Email: christopher.brinker@denvergov.org
Approval Status: Approved

Comments:

Status Date: 01/14/2025
Status: Approved - No Response

Comment Report

Tier III - 670 Columbine Street Fence

05/20/2025

Master ID: 2024-PROJMSTR-0000509 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000200 **Review Phase:**
Location: 670 Columbine St **Review End Date:** 01/15/2025

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

Comments:

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

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

Status Date: 01/14/2025
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: 01/15/2025
Status: Approved

Comments:

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

Reviewing Agency: ERA Wastewater Review **Review Status:** Approved

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

Status Date: 01/16/2025
Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence
Reviewing Agency/Company: ER - Wastewater
Reviewers Name: Mike Sasarak
Reviewers Phone: 3035329783
Reviewers Email: mike.sasarak@denvergov.org
Approval Status: Approved

Comments:

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

Reviewing Agency: CenturyLink Referral **Review Status:** Approved

Status Date: 03/03/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence
Reviewing Agency/Company: Lumen

Comment Report

Tier III - 670 Columbine Street Fence

05/20/2025

Master ID: 2024-PROJMSTR-0000509 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000200 **Review Phase:**
Location: 670 Columbine St **Review End Date:** 01/15/2025

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

Reviewers Name: Stephanie Canary
Reviewers Phone: 3524258763
Reviewers Email: stephanie.canary@lumen.com
Approval Status: Approved

Comments:

Attachment: P864495 Letter of No Objection to Encroachment Project-Denver.pdf-25-03-02-20-00.pdf

Status Date: 01/17/2025

Status: Denied

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 Tier III - 670 Columbine Street Fence

Reviewing Agency/Company: CenturyLink/Lumen

Reviewers Name: CenturyLink/Lumen

Reviewers Phone:

Reviewers Email: Nre.Easement@centurylink.com

Approval Status: Denied

Comments:

Denied on behalf of this critical reviewer. Please contact the reviewer to work towards their approval.

Status Date: 01/14/2025

Status: Approved - No Response

Comments:

REDLINES uploaded to E-review webpage

Reviewing Agency: Xcel Referral

Review Status: Approved

Status Date: 01/16/2025

Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence

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

Comments:

Status Date: 01/14/2025

Status: Approved - No Response

Comments:

Reviewing Agency: RTD Referral

Review Status: Approved

Status Date: 01/16/2025

Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence

Reviewing Agency/Company: RTD

Reviewers Name: clayton s woodruff

Reviewers Phone: 303-299-2943

Comment Report

Tier III - 670 Columbine Street Fence

05/20/2025

Master ID: 2024-PROJMSTR-0000509 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000200 **Review Phase:**
Location: 670 Columbine St **Review End Date:** 01/15/2025

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

Reviewers Email: Clayton.woodruff@rtd-denver.com
Approval Status: Approved

Comments:
Department Comments
Bus Operations No exceptions
Bus Stop Program No exceptions
Commuter Rail No exceptions
Construction Management No exceptions
Engineering No exceptions
Light Rail No exceptions
Real Property No exceptions
Service Development No exceptions
Transit Oriented Development No exceptions
Utilities No exceptions

This review is for Design concepts and to identify any necessary improvements to RTD stops and property affected by the design. This review of the plans does not eliminate the need to acquire, and/or go through the acquisition process of any agreements, easements or permits that may be required by the RTD for any work on or around our facilities and property.

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

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

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

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

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

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

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

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

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Building Department Review Review Status: Approved - No Response

Comment Report

Tier III - 670 Columbine Street Fence

05/20/2025

Master ID: 2024-PROJMSTR-0000509 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000200 **Review Phase:**
Location: 670 Columbine St **Review End Date:** 01/15/2025

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

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

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

Reviewers Name: Shannon Cruz
Reviewers Email: Shannon.cruz@denvergov.org

Status Date: 01/13/2025
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: 01/14/2025
Status: Approved - No Response
Comments:

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

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

Status Date: 01/16/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

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

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

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

Comment Report

Tier III - 670 Columbine Street Fence

05/20/2025

Master ID: 2024-PROJMSTR-0000509 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000200 **Review Phase:**
Location: 670 Columbine St **Review End Date:** 01/15/2025

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

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

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

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

Status Date: 01/16/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence
Reviewing Agency/Company: DODR
Reviewers Name: Spencer Pocock
Reviewers Phone: 720-913-8411
Reviewers Email: Spencer.Pocock@denvergov.org
Approval Status: Approved

Comments:
Final construction, including any later modifications to the public sidewalk (which is considered a public Accessible Route), as well as any other areas open to the general public, must comply with all applicable 2010 ADA requirements.

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Construction Engineering Review Review Status: Approved

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

Status Date: 01/02/2025
Status: Approved
Comments:

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

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

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

Reviewing Agency: City Forester Review Review Status: Approved

Reviewers Name: Eric Huetig
Reviewers Email: Eric.Huetig@denvergov.org

Status Date: 01/14/2025

Comment Report

Tier III - 670 Columbine Street Fence

05/20/2025

Master ID: 2024-PROJMSTR-0000509 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000200 **Review Phase:**
Location: 670 Columbine St **Review End Date:** 01/15/2025

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

Status: Approved
Comments: 2024-ENCROACHMENT-0000200 - 670 Columbine Fence
OCF Comments 1-14-25
1. Encroachment is approved as it appears new fence has already been installed.
A. If changes to fence are required, especially changes that will affect landscape in amenity zone, include OCF in review process.
Status Date: 01/14/2025
Status: Approved - No Response
Comments:

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

Reviewers Name: Jennifer Cappeto
Reviewers Email: Jennifer.cappeto@denvergov.org

Status Date: 12/30/2024
Status: Approved
Comments:

Reviewing Agency: CDOT Referral **Review Status:** Approved

Status Date: 01/10/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence
Reviewing Agency/Company: CDOT
Reviewers Name: Michelle White
Reviewers Phone: 303-512-4218
Reviewers Email: michelle.m.white@state.co.us
Approval Status: Approved

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

Status Date: 01/14/2025
Status: Approved - No Response
Comments:

Reviewing Agency: Environmental Health Referral **Review Status:** Approved

Reviewers Name: Andy Whitty
Reviewers Email: Andy.whitty@denvergov.org

Status Date: 01/13/2025
Status: Approved
Comments:

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

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

Status Date: 01/14/2025
Status: Approved - No Response

Comment Report

Tier III - 670 Columbine Street Fence

05/20/2025

Master ID: 2024-PROJMSTR-0000509 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000200 **Review Phase:**
Location: 670 Columbine St **Review End Date:** 01/15/2025

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

Comments:

Reviewing Agency: ROW - Supplemental Review Review Status: Denied

Reviewers Name: Bryan Wilson
Reviewers Email: bryanbybike@gmail.com

Status Date: 01/16/2025

Status: Denied

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000200 - Tier III 670 N Columbine St Fence
Reviewing Agency/Company: Congress Park for ALL
Reviewers Name: Bryan Wilson
Reviewers Phone: 3033959273
Reviewers Email: bryanbybike@gmail.com
Approval Status: Denied

Comments:

Fence extends beyond the front property line & the adjacent property wall & fence line. There doesn't appear to be any "need" for this encroachment to the public right-of-way.
Please reference the RULES & REGULATIONS GOVERNING ENCROACHMENTS & ENCUMBRANCES IN THE PUBLIC RIGHT OF WAY.

https://www.denvergov.org/files/assets/public/v/2/doti/documents/regulations/dotirr-025.4-encroachments_in_the_public_row.pdf

1. Encroachments should only be located within the ROW when there are constraints or conditions that preclude the placement of the object on Private property.

Attachment: PXL_20241227_162827268.MP.jpg

Attachment: Rules Reg Encroachments.png

REDLINES are uploaded to the E-Review webpage.

REDLINES uploaded to E-review webpage