

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: Yeshiva Toras Chaimtalmudical Seminary Denver
Contact Name: Chaim Abrams
Property Address: 1555 Stuart St, Denver CO, 80204
Billing Address: 1555 N Stuart ST, Denver CO, 80204
Phone: 3033588168 Email: cabrams@ytc.edu

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

Company Name: GreenView Solutions
Contact Name: Brandon King
Address: 5417 Fox Run Blvd, Frederick CO, 80504
Phone: 3033588168 Email: admin@gvsco.net



ENCROACHMENT INFORMATION:

Project Name: Security Fence Install
 Adjacent Property Address: 1555 Stuart St, Denver CO, 80204
 Coordinates (Lat/Long): Latitude 39.74200, Longitude -105.04307
 Encroachment Area, in 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:

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 east side of Tennyson St. 3' off city sidewalk.
 Located on south side of W Conejos Pl. 3' off city sidewalk
 Located on west side of Stuart St. 3' off city sidewalk.

Description of Encroachment:

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

6' Tall black aluminium ornamental fencing that is more than 50% open along Stuart St and 120' of W Conejos Pl. 8' tall black chain link fence using privacy vinyl slats more than 50% private along 130' of W Conejos Pl. and 135' of Tennyson St.

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 due to safety concerns for the students and educators attendig YTC Academy.

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:

5/3/24

PRINT NAME:

Chaim Abrams

TITLE:

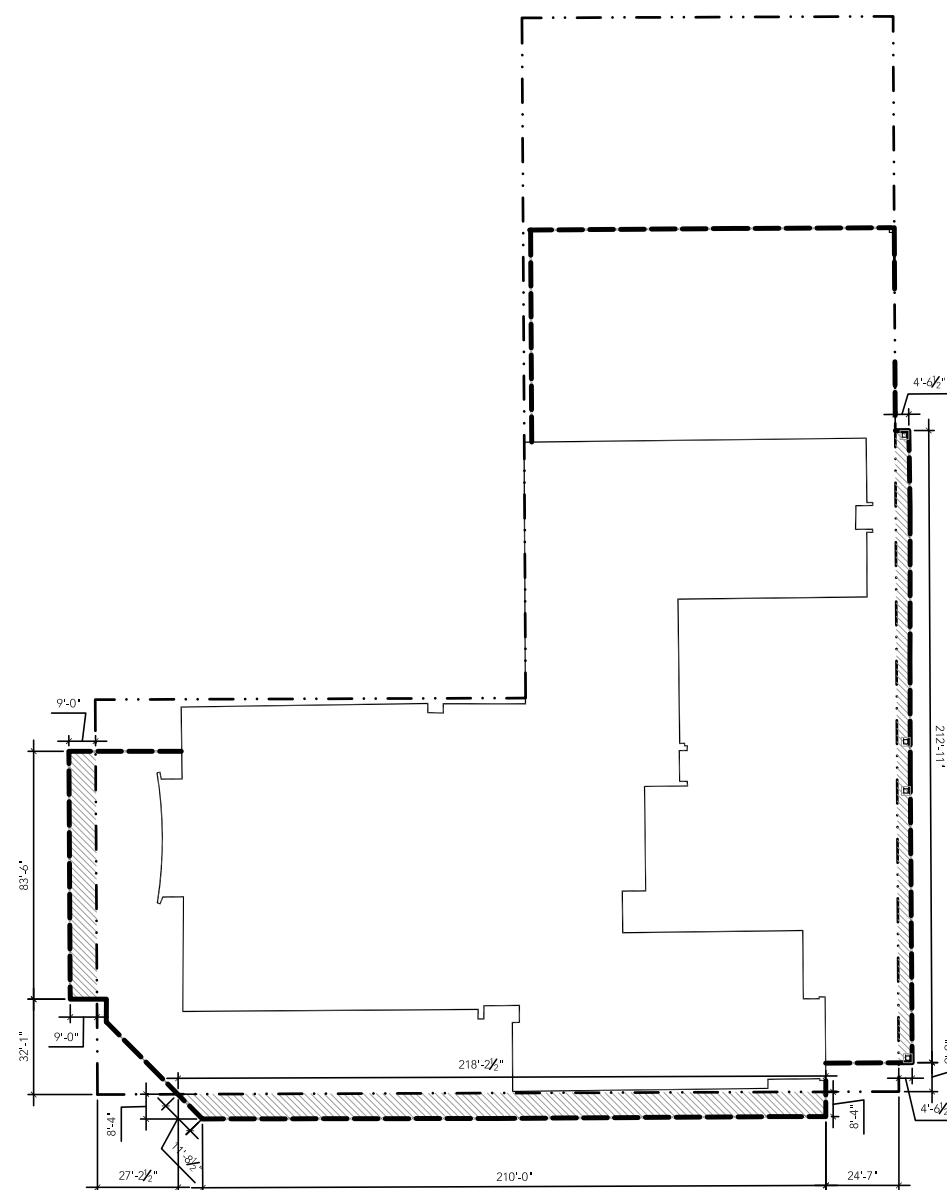
Director of Operations

COMPANY:

Yeshiva Torah Chaim

GENERAL NOTES:

- ALL PROPOSED FENCING MUST COMPLY WITH THE DENVER ZONING CODE.
- PLEASE NOTE THE FOLLOWING RELATED TO CENTURYLINK:
 - LUMEN HAS EXISTING BURIED FACILITIES IN THE WESTERN RIGHT-OF-WAY OF STUART ST AND RUNNING NORTH-SOUTH IN THE ALLEY BETWEEN TENNYSON ST AND STUART ST, ALONG THE WESTERN PROPERTY LINE OF THE NORTHERN SECTION OF THE PROPERTY THAT CROSSES THE PROPERTY TO AND ACROSS W CONEJOS PL.
 - LUMEN HAS BURIED FACILITIES RUNNING EAST-WEST IN THE ALLEY BETWEEN W 16TH AVE AND W CONEJOS PL, NORTH-SOUTH IN THE EASTERN RIGHT-OF-WAY OF TENNYSON ST AND IN THE NORTHERN RIGHT-OF-WAY OF W CONEJOS PL ADJACENT TO THE PROPERTY LINES.
- LUMEN RECOMMENDS HAVING ALL UTILITIES IN THE AREA LOCATED TO ENSURE SAFETY AND PROTECTION OF ALL FACILITIES.
- PLEASE NOTE THE FOLLOWING RELATED TO XCEL ENERGY:
 - PSCO/XCEL ENERGY HAS EXISTING BOTH OVERHEAD AND UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES, AS WELL AS NATURAL GAS SERVICE, WITHIN THESE AREAS.
 - PLEASE NOTE THAT PROPER CLEARANCES MUST BE MAINTAINED INCLUDING GROUND COVER OVER BURIED FACILITIES THAT SHOULD NOT BE MODIFIED FROM ORIGINAL DEPTHS - IF THE ORIGINAL COVER IS CHANGED (BY LESS OR MORE), PSCO FACILITIES MUST BE RAISED OR LOWERED TO ACCOMMODATE THAT CHANGE.
 - PLEASE CONTACT COLORADO 811 FOR LOCATES BEFORE EXCAVATING. PLEASE 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.
 - PLEASE NOTE THAT PER OSHA, A MINIMUM 10-FOOT RADIAL CLEARANCE MUST BE MAINTAINED AT ALL TIMES FROM ALL OVERHEAD ELECTRIC FACILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION ACTIVITIES AND PERMANENT STRUCTURES.
- FINAL CONSTRUCTION, INCLUDING ANY LATER MODIFICATIONS TO THE PUBLIC SIDEWALK (WHICH IS CONCERNED A PUBLIC ACCESSIBLE ROUTE), AS WELL AS ANY OTHER AREAS OPEN TO THE GENERAL PUBLIC, MUST COMPLY WITH ALL APPLICABLE 2010 ADA REQUIREMENTS.
- PLEASE NOTE THAT PRIOR TO SOLICITATION OF BIDS OR PROPOSALS FROM GENERAL CONTRACTORS, THE DEVELOPER OF THIS PROJECT IS STRONGLY ENCOURAGED TO SCHEDULE AN OFFICE MEETING WITH THE ROW SERVICES CONSTRUCTION INSPECTIONS TEAMS (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 GENERAL CONTRACTOR



ENCROACHMENT KEY PLAN
1" = 64'-0"

LEGEND:

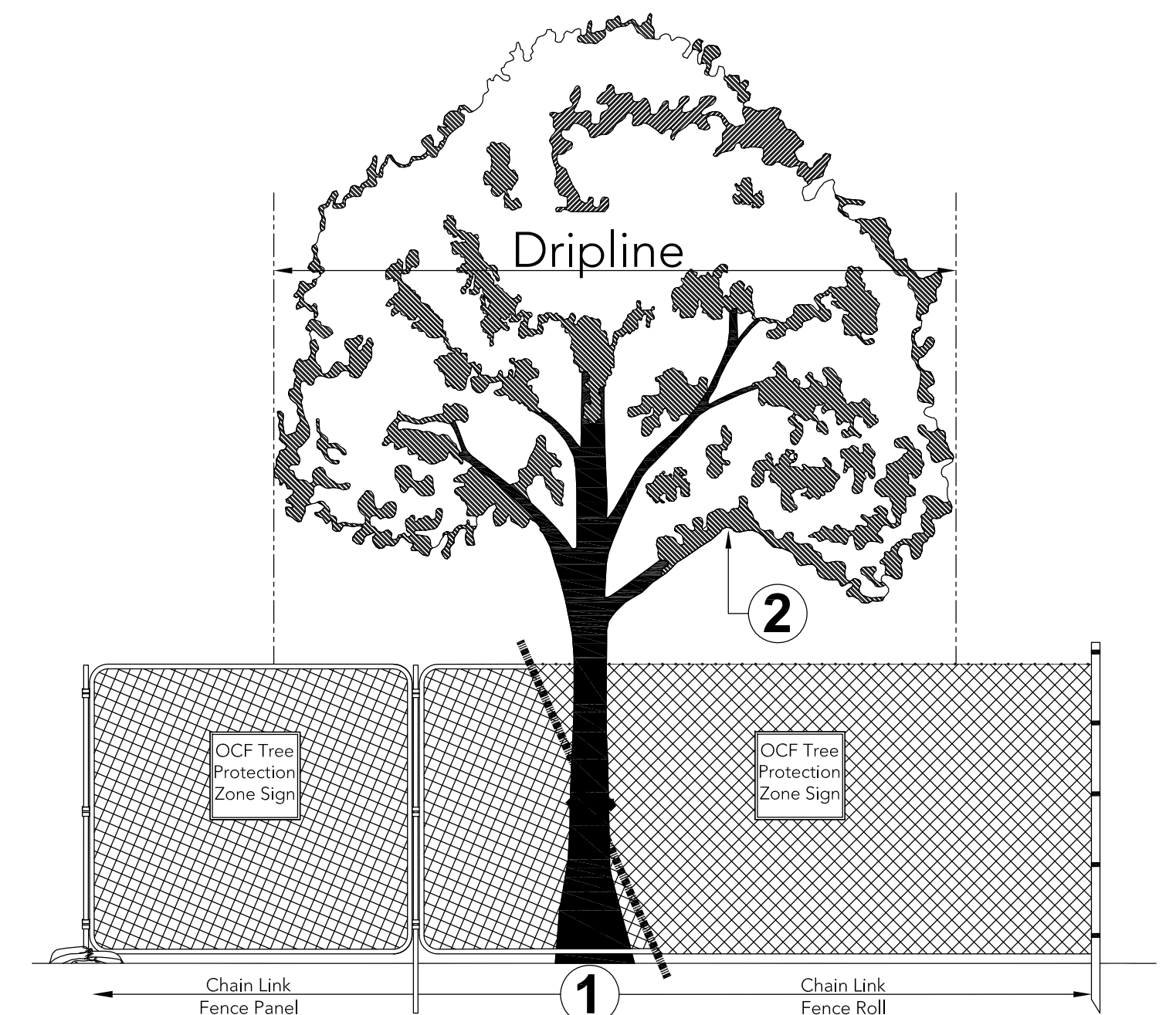
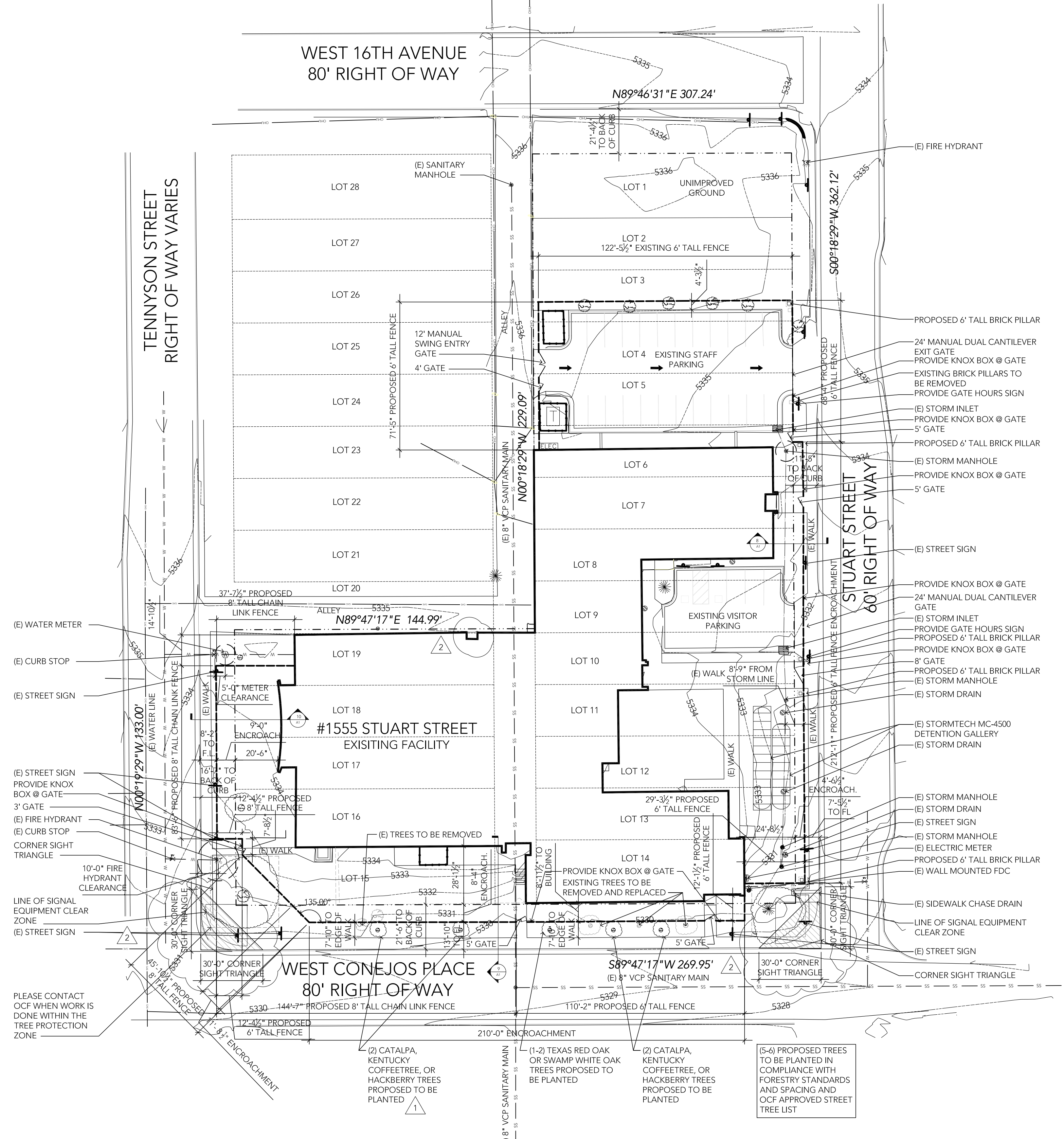
PROPERTY OR ZONE LOT LINE	---
REQUIRED OR ZONE LOT SETBACK	---
SPOT ELEVATIONS AT ORIGINAL GRADE	---
EXTERIOR BUILDING FOOTPRINT	---
PORCH	---
FENCE	---
CONCRETE	---
SEWER LINE	SS
WATER LINE	W
GAS LINE	---
4" PVC DRAIN	---
OVERHEAD UTILITIES	---

LEGAL DESCRIPTION:

PARCEL I:
LOTS 6 TO 19, INCLUSIVE AND THE SOUTH 2 FEET OF LOT 20, AND ALL THE VACATED ALLEY ADJACENT TO LOTS 10 TO 19 AND ADJACENT TO THE SOUTH 2 FEET OF LOTS 9 AND 20, BLOCK 2, GLEN PARK, SECOND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL II:
LOTS 1 TO 5 INCLUSIVE, BLOCK 2, GLEN PARK, SECOND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

SITE PLAN
1" = 30'-0"



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.
- When chain link panels are installed, anchor to ground or weight with sandbags to hold panels in place.
 - 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.
 - 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.
 - "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.
 - TPZ, including signage, shall be maintained in the location and condition in which approved.
 - 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

- OCF Tree Retention and Protection Specifications shall be followed throughout duration of work.
- After TPZ is approved:
 - 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.
 - Entrance/access to the TPZ is not permitted without prior written approval from the OCF.
 - No materials, debris, equipment, or site amenities shall be stored within the TPZ without prior written approval from the OCF.
- 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.
- Violation of TPZ or damage to protected trees is subject to penalty per City Ordinance.

TREE PROTECTION NOTES:

- EXISTING TREES TO BE PRESERVED IN PUBLIC RIGHT OF WAY (ROW) OR PUBLIC PLACE SHALL BE PROTECTED PER OCF STANDARDS AND PRACTICES. TREE PROTECTION SHALL BE:
 - INSTALLED PRIOR TO COMMENCEMENT OF DEMOLITION AND/OR CONSTRUCTION ACTIVITIES
 - INSPECTED AND APPROVED BY OCF STAFF
 - REMAIN IN PLACE AND AS APPROVED UNTIL CERTIFICATE OF OCCUPANCY OR SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE IS ISSUED
- TREE PROTECTION REQUIREMENTS:
 - TREE PROTECTION ZONE (TPZ) SHALL BE INSTALLED AT THE DRIPLINE, FURTHEST EXTENT OF TREE CANOPY, OR IS EQUAL TO EIGHTEEN INCHES RADIALY FROM THE TREE FOR EVERY ONE INCH OF TRUNK DIAMETER AT BREAST HEIGHT (DBH = 4.5' ABOVE SOIL LINE), WHICHEVER IS GREATER
 - INSTALL SIX FOOT (6') CHAIN LINK FENCING PRIOR TO COMMENCEMENT OF PROJECT CONSTRUCTION ACTIVITIES
 - OCF STAFF SHALL INSPECT AND APPROVE BOUNDARIES OF TREE PROTECTION ZONE(S) PRIOR TO COMMENCEMENT OF DEMOLITION OR CONSTRUCTION ACTIVITIES
 - ONCE TPZ IS IN PLACE, THE FOLLOWING ARE NOT PERMITTED WITHIN TPZ WITHOUT PRIOR WRITTEN APPROVAL FROM OCF:
 - ENTRANCE AND/OR ACCESS
 - MOVING, RESIZING, REMOVING, OR ALTERING IN ANY MANNER
 - STORAGE OF MATERIALS/DEBRIS/EQUIPMENT
 - CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO; ROTOTILLING, TRENCHING, GRADING, INSTALLATION OF UNDERGROUND UTILITIES AND/OR SITE IMPROVEMENTS, LANDSCAPING, IRRIGATION WORK
- IRRIGATION LINE WORK SHALL BE COMPLETED BY DIRECTIONAL BORE
- "TREE PROTECTION ZONE" SIGNS SHALL REMAIN IN PLACE AS POSTED BY OCF AND SHALL BE MAINTAINED IN THE CONDITION IN WHICH THEY WERE INSTALLED
- TREE PRUNING FOR CLEARANCE ISSUES MUST HAVE PRIOR AUTHORIZATION BY OCF STAFF
- NO ROOT 2 INCHES OR LARGER SHALL BE CUT; CONSULT WITH OCF STAFF
- EXISTING ROW OR PUBLIC PLACE TREES APPROVED FOR REMOVAL BY OCF MUST BE PROTECTED IN PLACE UNTIL REMOVED BY AN OCF-LICENSED TREE CONTRACTOR;
 - AN OCF TREE REMOVAL PERMIT IS REQUIRED
 - TREE REMOVAL PERMITS ARE NOT INCLUDED WITH BUILDING PERMITS AND/OR PLAN APPROVAL AND MUST BE OBTAINED SEPARATELY FROM THE OCF
 - FAILURE TO PROTECT TREES UNTIL REMOVAL OR REMOVING WITHOUT A OCF-ISSUED PERMIT WILL RESULT IN NOTICE OF VIOLATION AND/OR MAY INCLUDE CITATIONS/FINES
- CLEAR VISIBILITY INTO TPZ MUST BE MAINTAINED. ALL CONSTRUCTION BANNERS, SCREENS, BARRIERS, AND/OR SIGNS (EXCEPT OCF-POSTED TPZ SIGNS) MUST BE SEMI-TRANSPARENT AND NOT IMPEDE INSPECTION OF TPZ BY OCF STAFF
- FOR PROJECTS WITH A DURATION OF 5 DAYS OR LONGER:
 - PROTECTED TREES SHALL BE DEEP-ROOT WATERED AT A MINIMUM INTERVAL OF ONCE PER WEEK WHEN TEMPERATURES ARE AT OR ABOVE 40-DEGREES F
 - TREES SHALL BE WATERED AT THE RATE OF 20 GALLONS PER INCH CALIPER
 - INSECT AND DISEASE TREATMENTS SHALL BE APPLIED WHEN NECESSARY OR AS ORDERED BY OCF
 - OCF MAY ASK FOR DOCUMENTED PROOF OF WATERING AND/OR TREATMENT.



ZAGA
ZAGA DESIGN GROUP
3630 W 32ND AVE #2
DENVER, CO 80211
PHONE: 303.437.8622

YESHIVA TORAS CHAIM
DORMITORY + SCHOOL
NEW FENCE
1555 STUART STREET
DENVER, COLORADO

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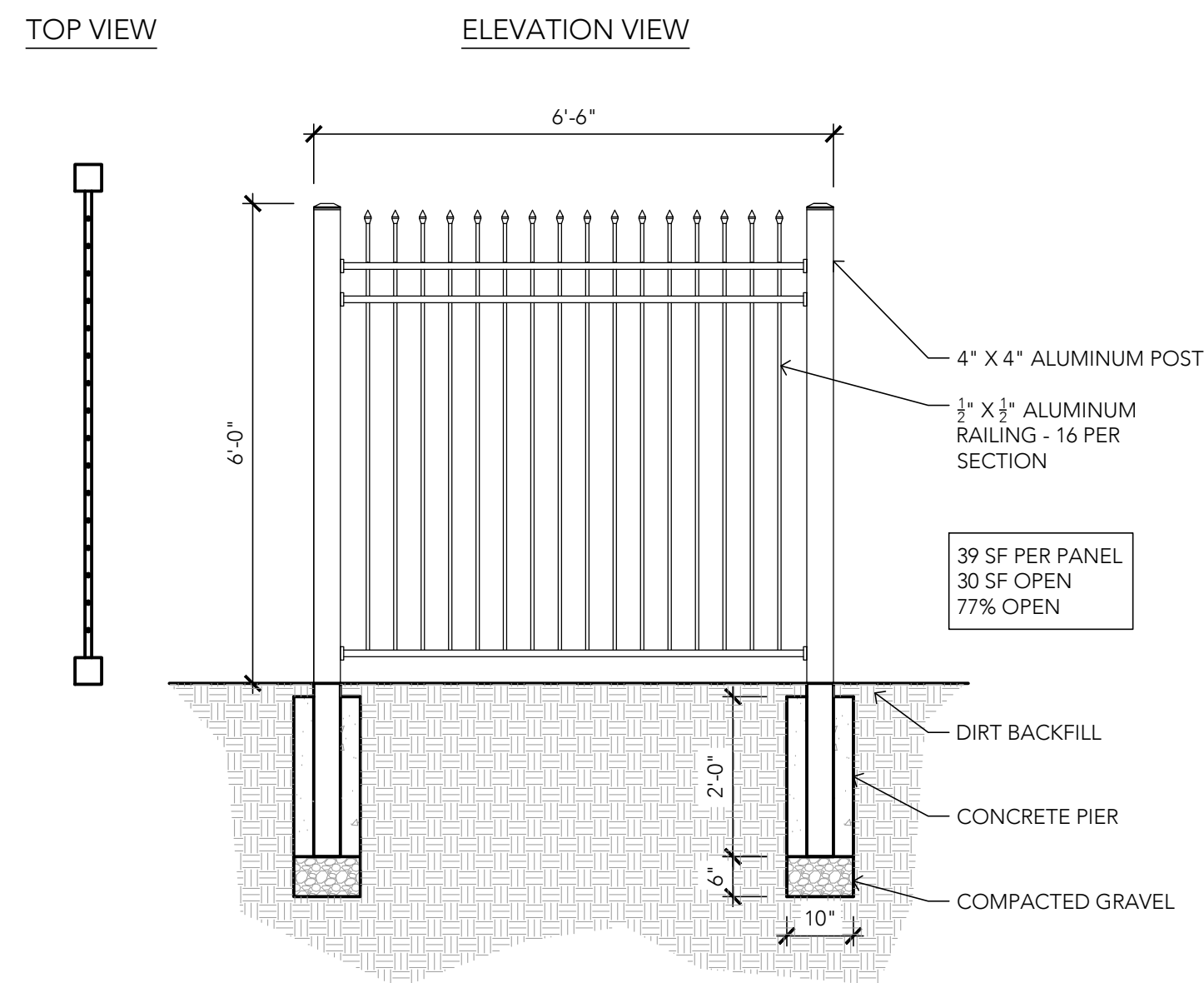
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DATE	ISSUE/REVISION
01/16/2024	FOR CONSTRUCTION
01/29/2024	FORESTRY COM.
02/05/2024	BLDG COMMENTS

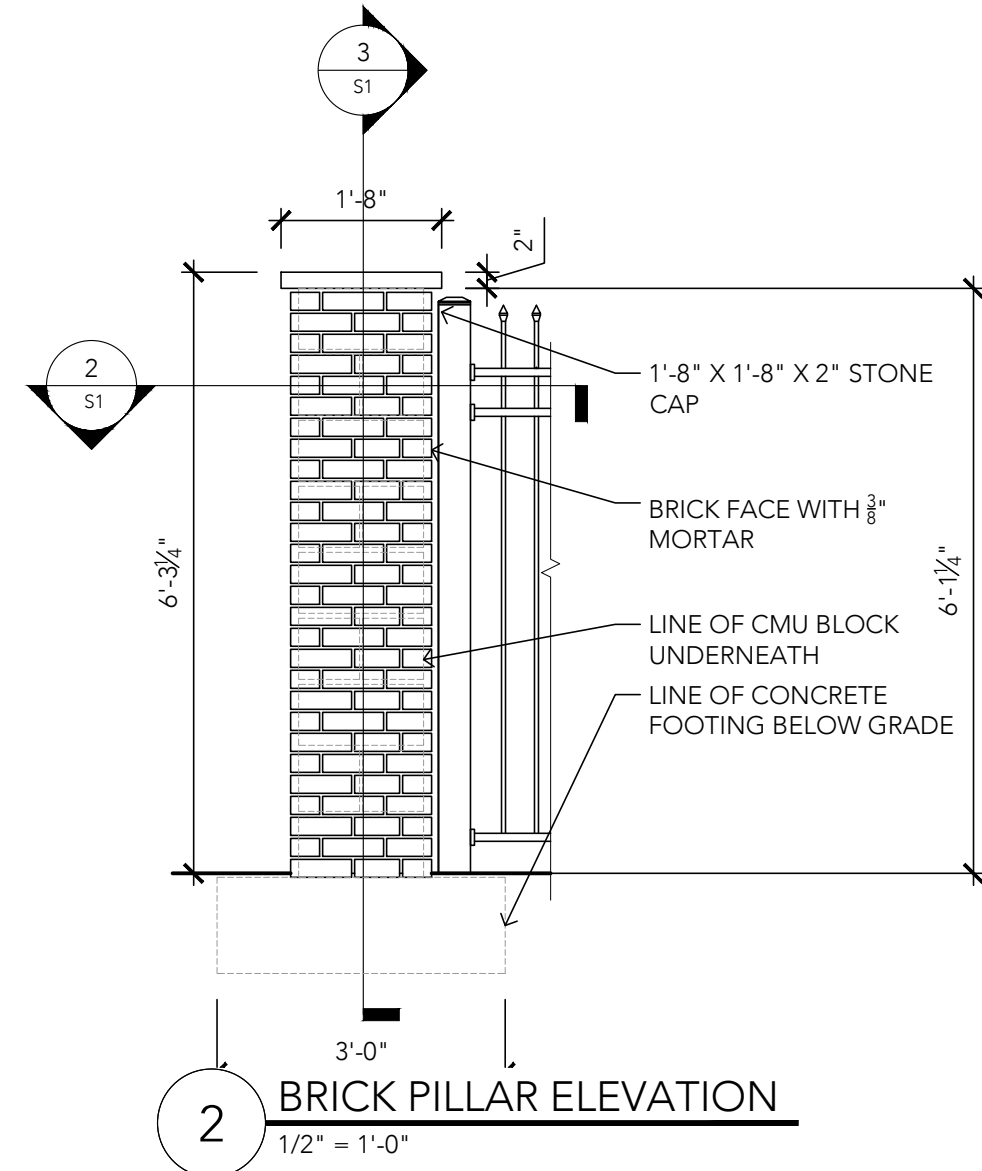
PROJECT NUMBER: 24-136
DRAWN BY: EJS
CHECKED BY: RPA
DESCRIPTION:

SITE PLAN

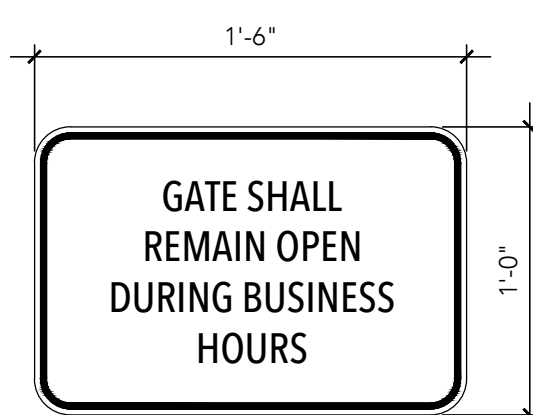
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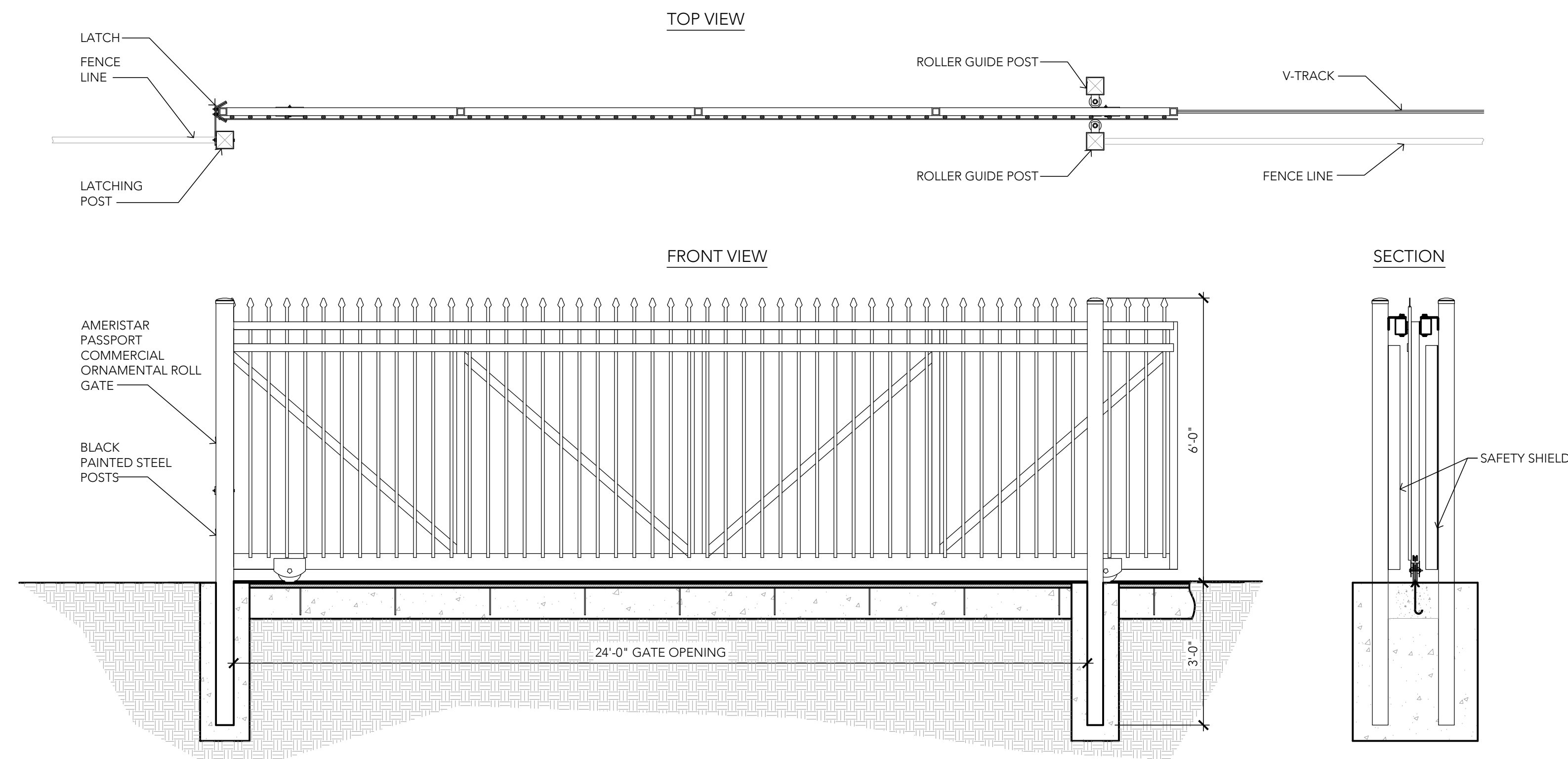
1 METAL FENCE DETAIL
1/2" = 1'-0"



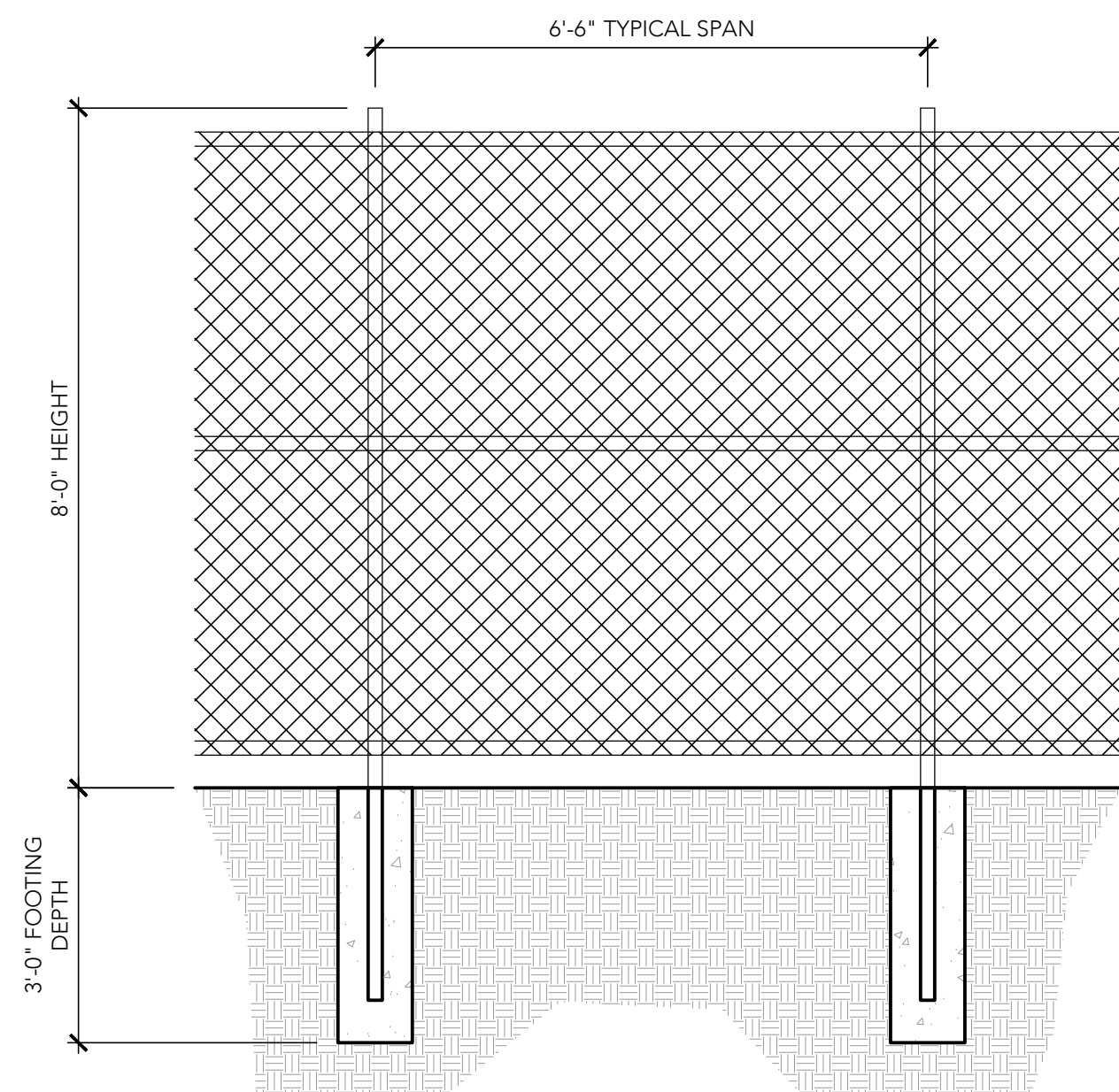
2 BRICK PILLAR ELEVATION
1/2" = 1'-0"



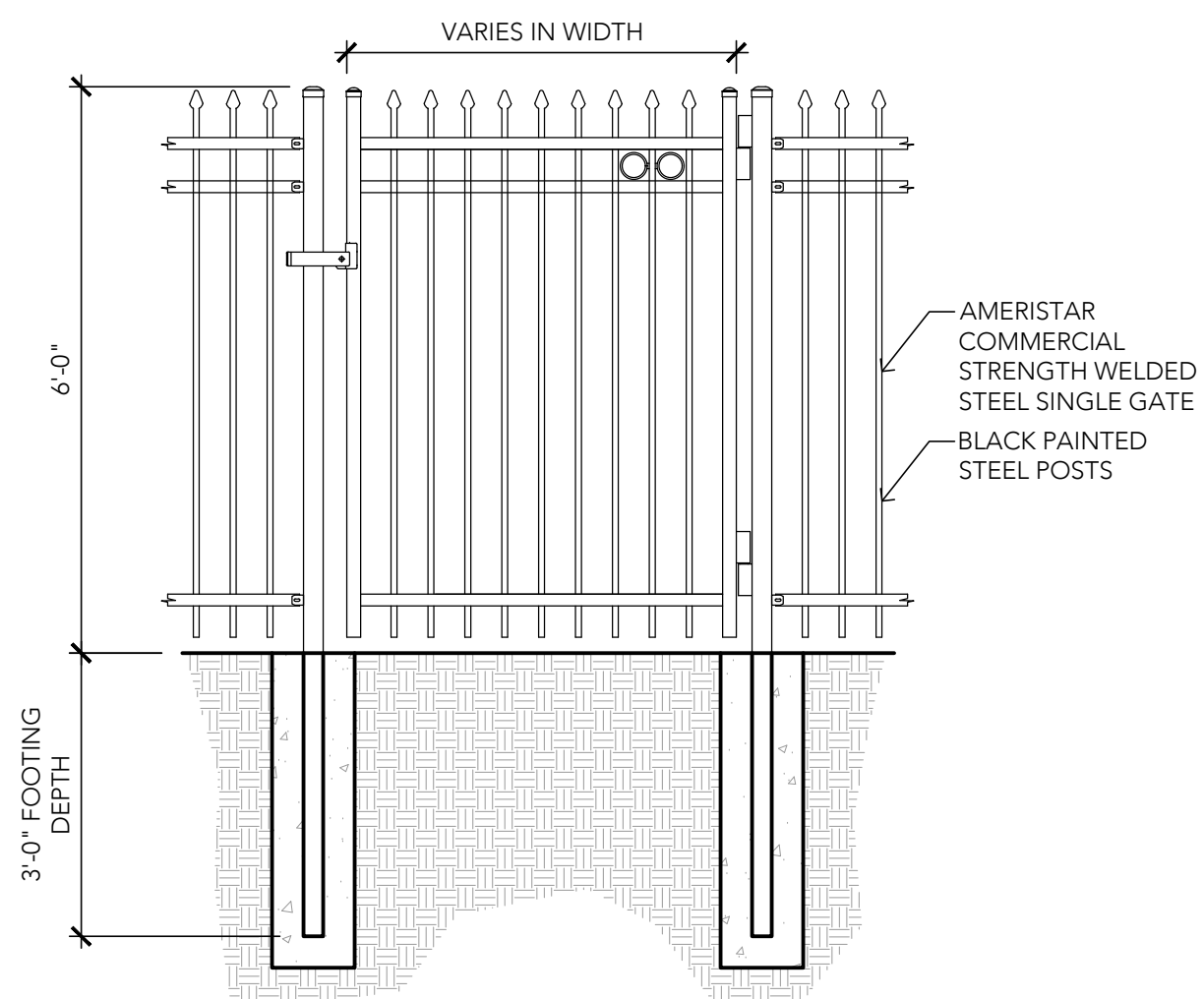
3 GATE SIGNAGE DETAIL
1-1/2" = 1'-0"



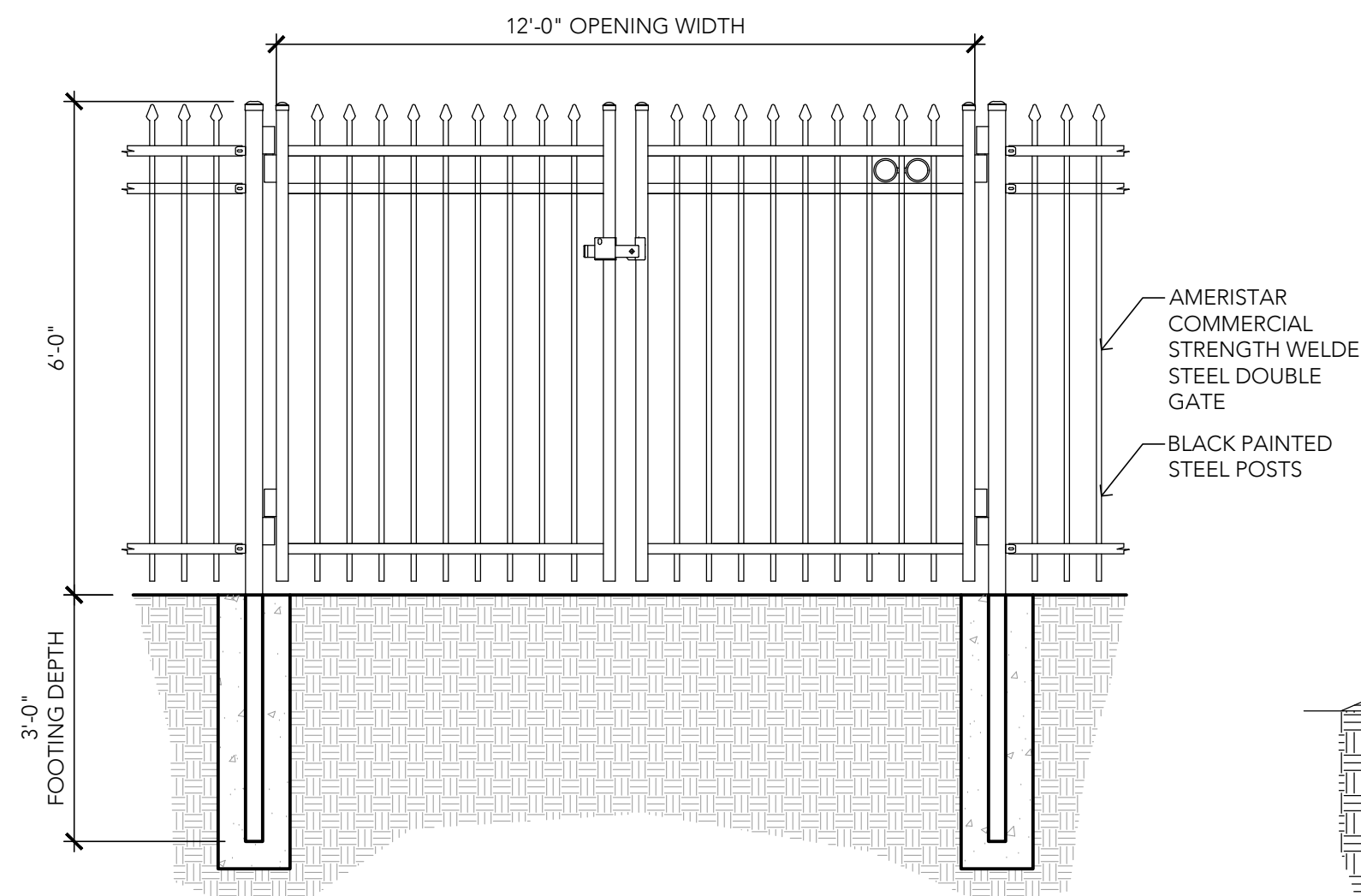
4 CANTILEVER GATE DETAIL
1/2" = 1'-0"



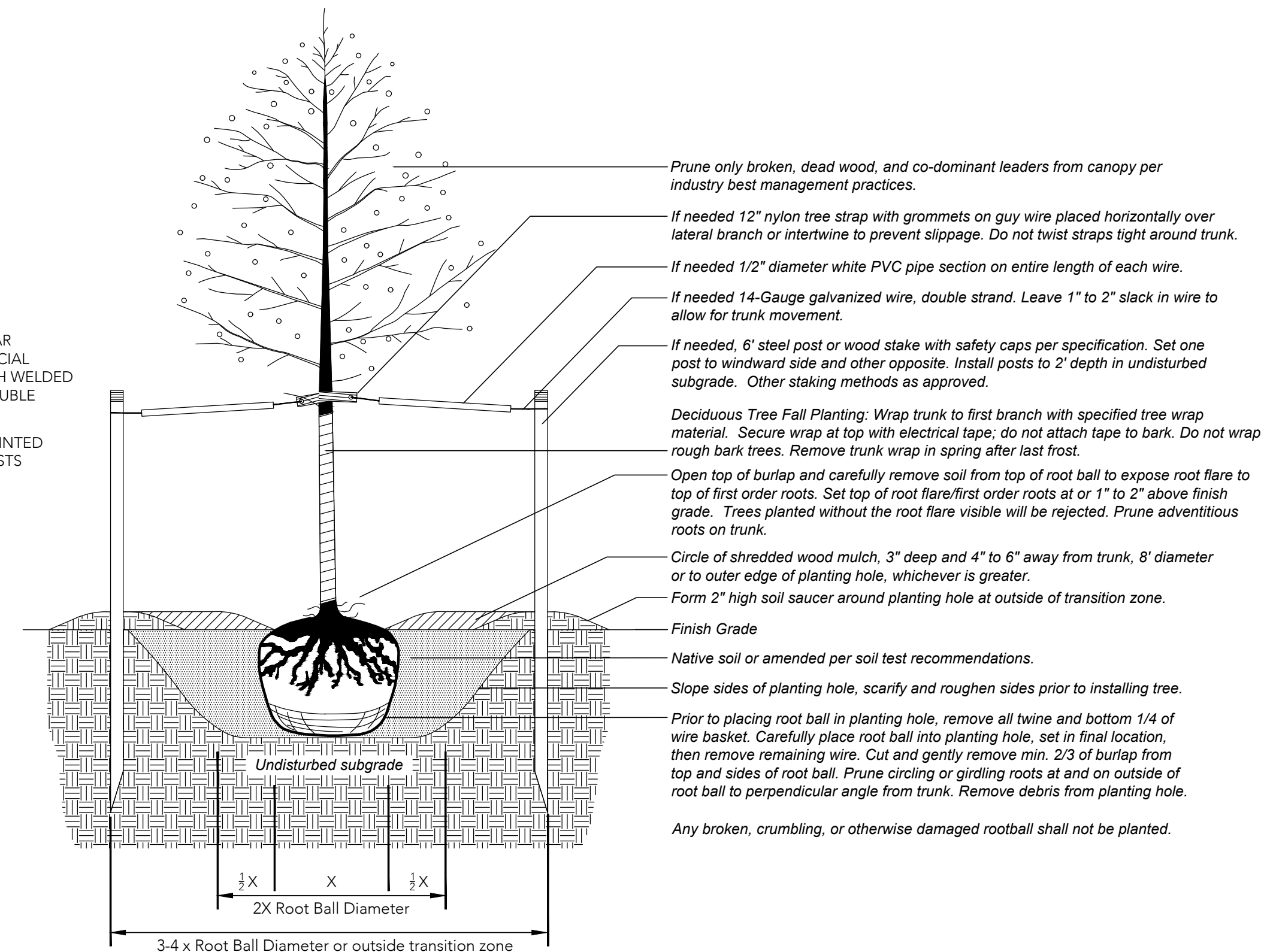
5 CHAIN LINK FENCE DETAIL
1/2" = 1'-0"



6 SINGLE SWING GATE DETAIL
1/2" = 1'-0"



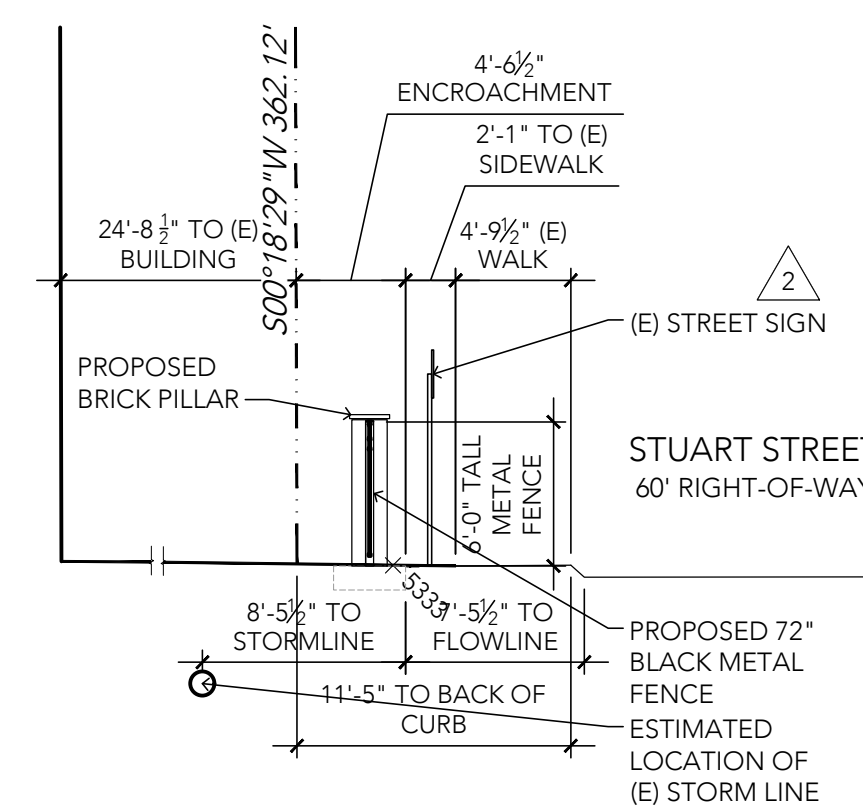
7 DOUBLE SWING GATE DETAIL
1/2" = 1'-0"



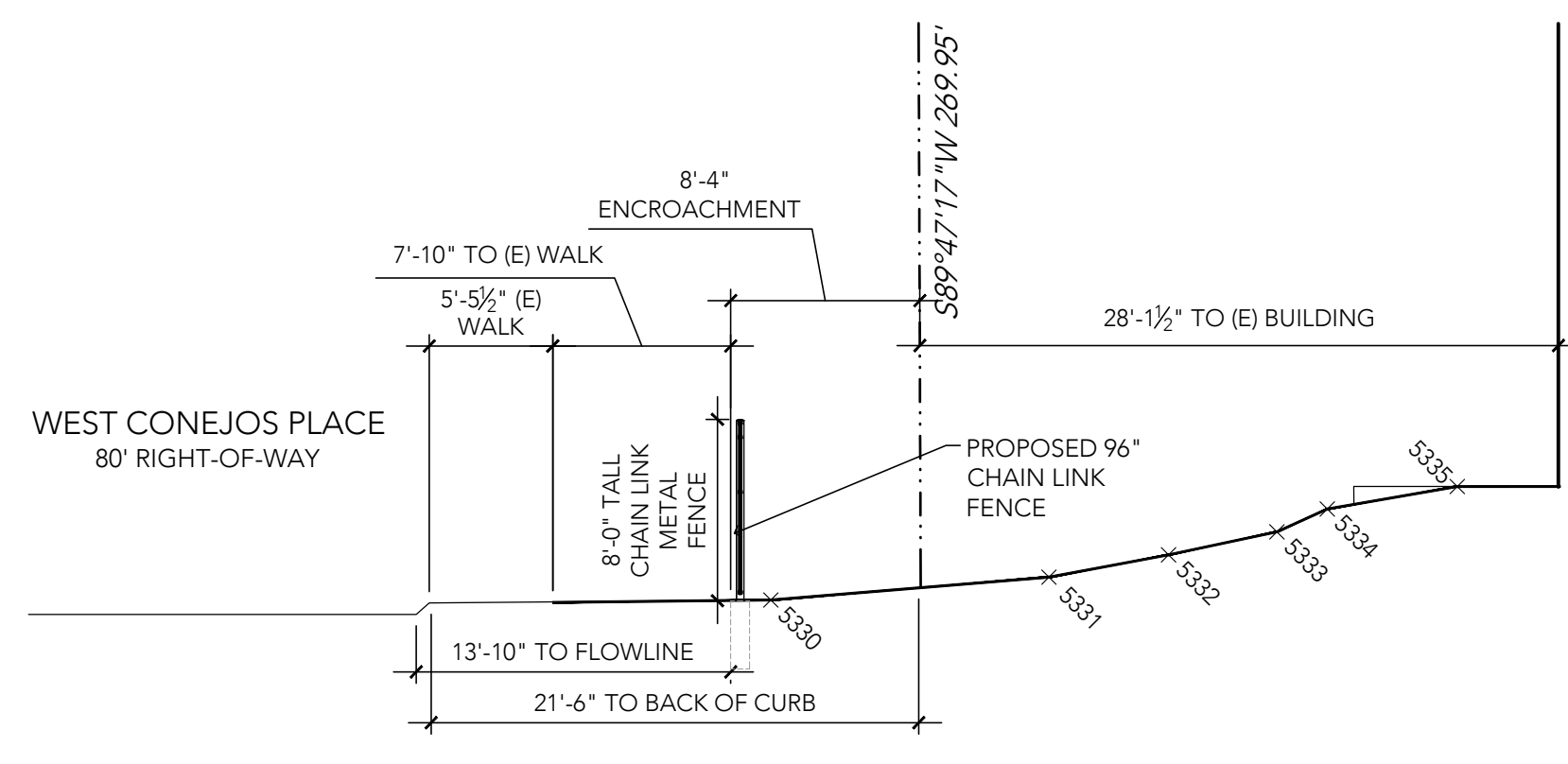
Trees planted upon park land, public property, or within the Public Right of Way (PRW) are subject to the following restrictions:

- 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 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.

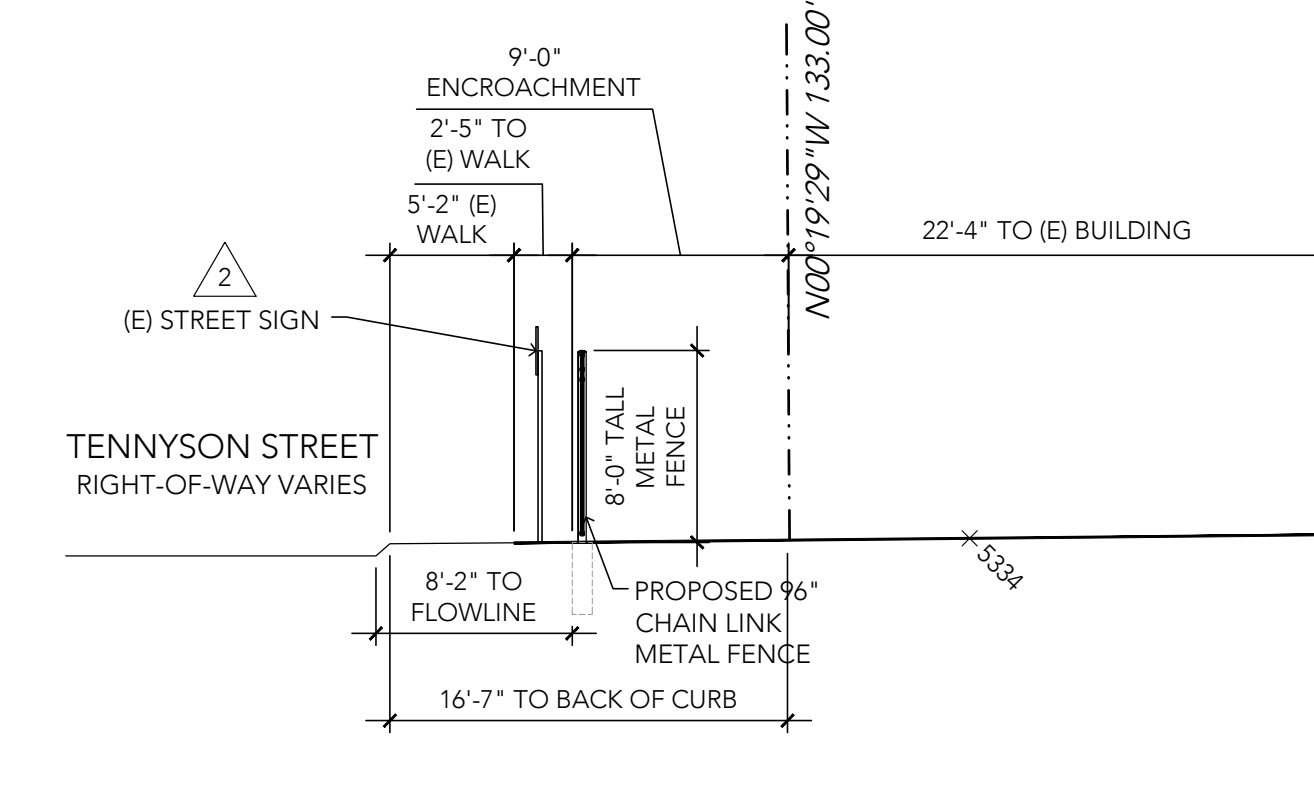
When planting is completed, contact forestry@denvergov.org for final inspection.



9 ROW ENCROACHMENT SECTION
1/2" = 1'-0"



10 ROW ENCROACHMENT SECTION
1/2" = 1'-0"



11 ROW ENCROACHMENT SECTION
1/2" = 1'-0"



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PROJECT NUMBER: 24-136
DRAWN BY: EJS
CHECKED BY: RPA
DESCRIPTION:

SITE PLAN



WALTER KESKE CONSULTING INC.
 Structural Engineer
 8550 W. 64TH PLACE - ARVADA, CO 80004
 PHONE 301-422-1051 wkg@wkeskeconsulting.com
 WALTER KESKE CONSULTING
 STRUCTURAL ENGINEER
 8550 W 64TH PLACE
 ARVADA, CO 80004

YESHIVA TORAS CHAIM
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GENERAL NOTES

A. DESIGN CRITERIA:

1. LIVE LOADS USED
 - a. SEISMIC DESIGN CATEGORY CATEGORY 'B'
 - b. WIND (ULTIMATE) 97 MPH, EXPOSURE 'B' (ASD)
125 MPH, EXPOSURE 'B' (ULT.)
 - c. ROOF (SNOW) 30 PSF
 - d. GROUND (SNOW) 35 PSF
 - e. FLOOR LOAD 40 PSF
 - f. DECK LIVE LOAD 40 PSF
2. DEAD LOAD USED
 - a. ROOF (MATERIAL) 15 PSF
 - b. ROOF (SOLAR) 5 PSF
 - c. FLOOR 10 PSF
3. CODE USED IN DESIGN: INTERNATIONAL RESIDENTIAL CODE 2021 AND DBCA 2022.
4. BRACING METHOD CF-WSP PER R602.10
5. COMPLIANCE PATH PER ADMIN 133B: PRESCRIPTIVE COMPLIANCE PATH

B. SOIL: SILT, SOME CLAY, SOME AGGRGATE PER R401.4.1 MINIMUM BEARING 1500 PSF

C. CONCRETE

1. ALL CONCRETE SHALL BE MADE WITH SAND AND GRAVEL AGGREGATE AND SHALL ATTAIN A 28 DAY UNCONFINED COMPRESSIVE STRENGTH OF 3000 P.S.I. (MINIMUM).
2. CONCRETE DESIGN IS IN ACCORDANCE WITH ACI BUILDING CODE LATEST EDITION. CONCRETE SHALL MEET ALL REQUIREMENTS OF ACI 301-SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS.
3. REINFORCEMENT SHALL BE ASTM A615, GRADE 60, DETAILED AND SUPPORTED IN ACCORDANCE WITH LATEST ACI DETAILING MANUAL. ROLLED-IN IDENTIFICATION MARKINGS ON REINFORCEMENT SHALL BE CLEARLY VISIBLE. PROVIDE SUFFICIENT TIE BARS TO SUPPORT ALL REINFORCEMENT.
4. CLEARANCES FOR REINFORCEMENT: GRADE BEAM BOTTOM 3", GRADE BEAM SIDES AND TOP 1-1/2"

D. STRUCTURAL STEEL:

1. ALL STRUCTURAL STEEL SHALL BE ASTM A36, FABRICATED AND ERECTED IN CONFORMANCE WITH LATEST AISC SPECIFICATIONS. ALL BOLTS SHALL BE A307, CONNECTIONS SHALL BE 3/4" DIA. BOLTS. HSS SECTIONS SHALL BE ASTM A500, GRADE B. PIPE SHALL BE SCHEDULE 40, ASTM A53 GRADE B.
2. STRUCTURAL STEEL SHALL RECEIVE ONE SHOP COAT PRIMER. STEEL EXPOSED TO EARTH SHALL RECEIVE AN ADDITIONAL TWO COATS OF COAL TAR PAINT.
3. ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES.

E. MASONRY:

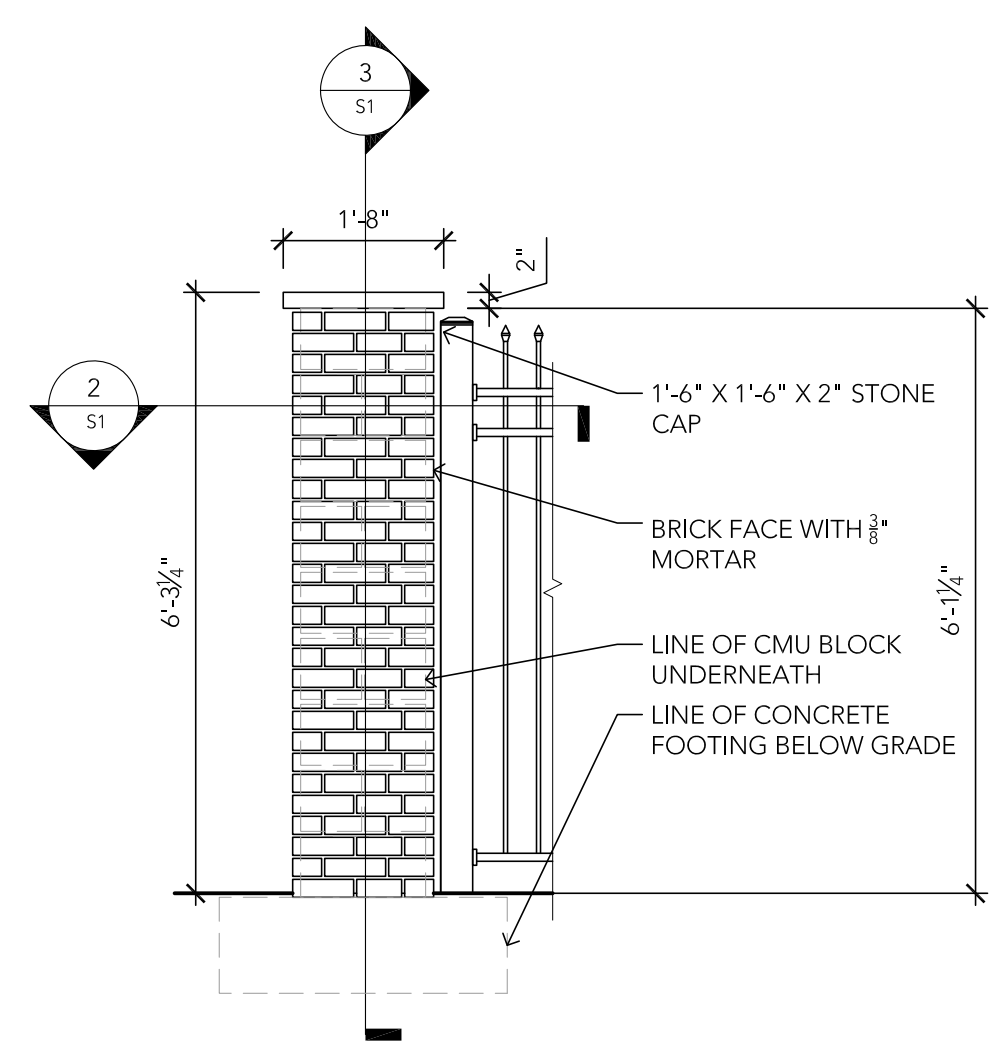
1. ALL MASONRY GROUT SHALL BE TYPE 'S' MORTAR.
2. BRICK TIES SHALL BE ON A GRID 16" X 16"

F. WOOD:

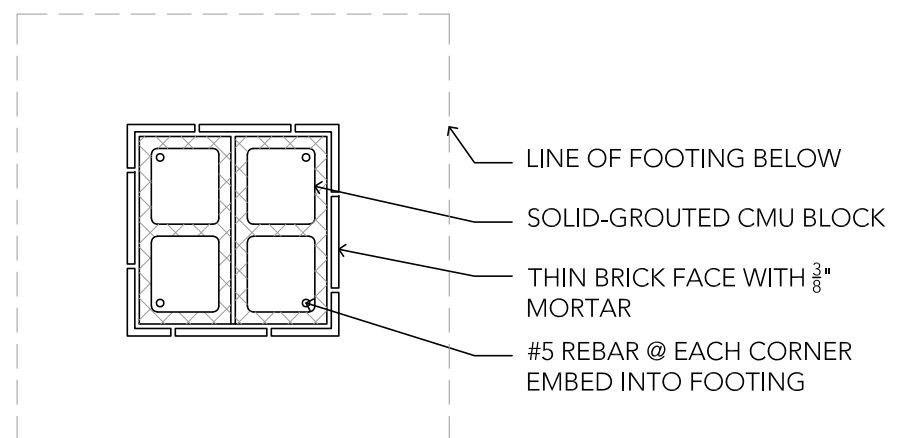
1. DESIGN AND FABRICATION SHALL CONFORM TO NATIONAL DESIGN SPECIFICATIONS FOR STRESS-GRADE LUMBER AND ITS FASTENINGS, LATEST EDITION, AND A.I.T.C. DESIGN SPECIFICATIONS.
2. DIMENSION LUMBER: FLOOR JOISTS AND ROOF RAFTERS SHALL BE DOUGLAS FIR/LARCH, GRADE 2 OR BETTER. WALL STUDS AND PLATES SHALL BE HEM FIR GRADE 2 OR BETTER. LVL LUMBER SHALL BE GRADE 1.9E.
3. WOOD DECK: FLOOR DECK SHALL BE 3/4" T&G IRC DESIGNATIONS 48/24. ROOF DECK SHALL BE 1/2" IRC DESIGNATION 32/16. WALL SHEATHING SHALL BE 1/2" PLYWOOD OR 7/16" OSB.
4. NAILING OF WOOD STRUCTURE: IRC TABLE R602.3(1)
5. NAIL ROOF AND WALL SHEATHING WITH 8D NAILS AT 6" O.C. AT EDGES AND 12" O.C. IN FIELD. BLOCK ALL EDGES.
6. CONNECTIONS SHALL BE AS SUPPLIED BY SIMPSON STRONG TIE OR APPROVED EQUAL. ALL ROOF RAFTERS, BEAMS AND TRUSSES SHALL BE ANCHORED TO WALLS WITH HURRICANE TIES (H2.5A OR H2.5T).
7. ALL WOOD THAT CONTACTS CONCRETE SHALL BE PRESSURE TREATED.

G. GENERAL:

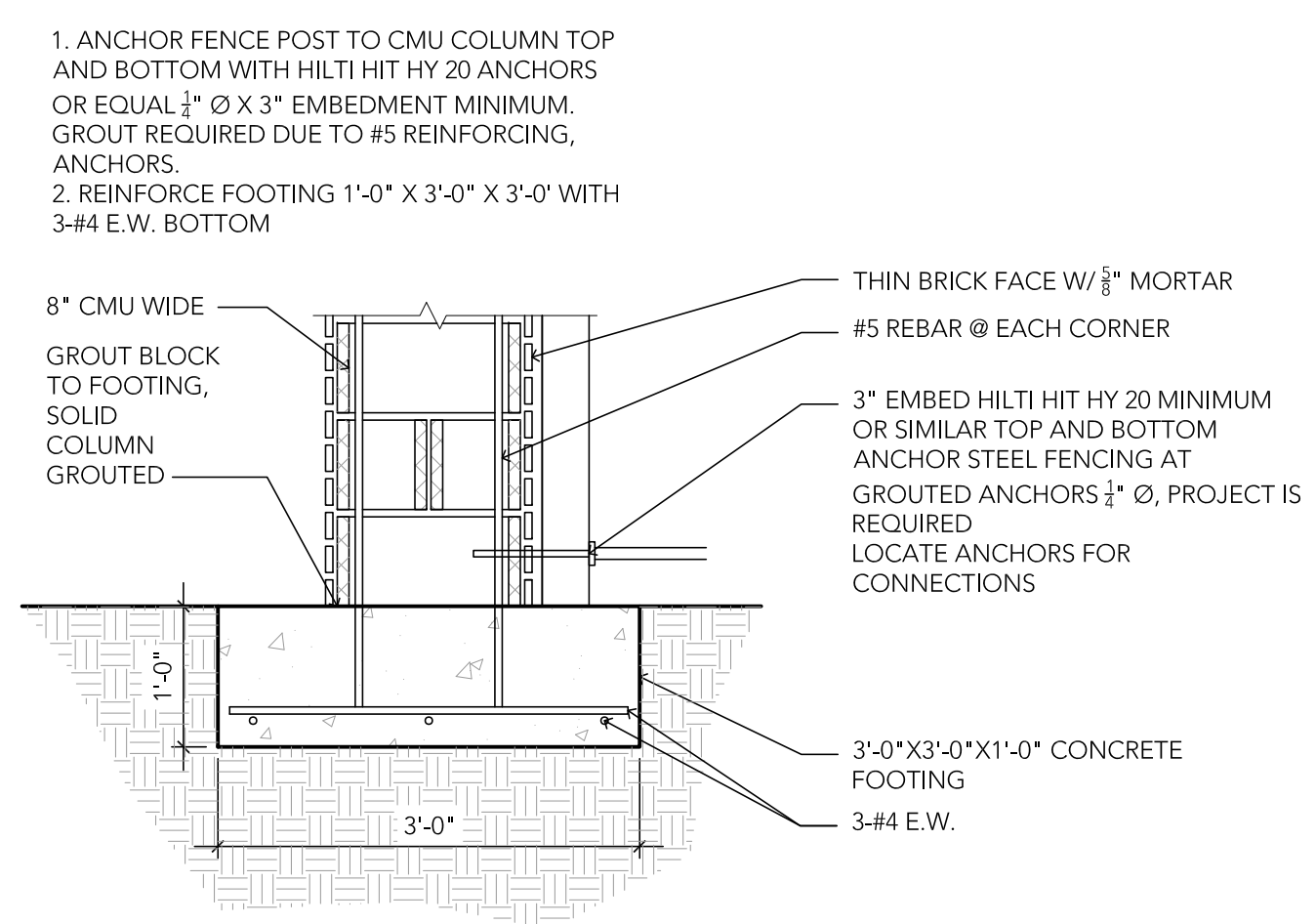
1. GRADING AROUND BUILDING SHALL ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING. PERIMETER DRAIN SHALL BE PROVIDED.
2. USE STRUCTURAL DRAWINGS IN CONJUNCTION WITH ARCHITECTURAL AND MECHANICAL DRAWINGS FOR LOCATION AND SIZE OF WALLS, PARTITIONS, OPENINGS AND OTHER FEATURES.
3. ALL HOLES REQUIRED FOR PLUMBING OR HEATING SHALL BE MADE IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
4. ALL CONSTRUCTION SHALL CONFORM WITH THE PROVISIONS OF THE SOILS REPORT - SPECIFICALLY FOUNDATION BACKFILL, DRAINAGE AND SLAB CONSTRUCTION. PERIMETER DRAIN IS REQUIRED.
5. WHEN FOUNDATION SISTER-WALLS ARE REQUIRED, LIMIT EXCAVATION TO 6'-0" AT A TIME BEFORE CASTING SISTER-WALL AGAINST EXISTING FOUNDATION. ALL REINFORCING SHALL PROJECT INTO ADJACENT SECTION THE MINIMUM PROJECTION/LAP LENGTH AS PRESCRIBED BY ACI.



1 BRICK PILLAR ELEVATION
1/2"=1'-0"



2 BRICK PILLAR SECTION
3/4"=1'-0"



3 BRICK PILLAR SECTION
3/4"=1'-0"

1. ANCHOR FENCE POST TO CMU COLUMN TOP AND BOTTOM WITH HILTI HIT HY 20 ANCHORS OR EQUAL 1/4" Ø X 3" EMBEDMENT MINIMUM. GROUT REQUIRED DUE TO #5 REINFORCING, ANCHORS.
2. REINFORCE FOOTING 1'-0" X 3'-0" X 3'-0" WITH 3-#4 E.W. BOTTOM

SCOPE OF WORK:
 STRUCTURAL DESIGN FOR THE BRICK PILLAR COLUMNS TO BE INSTALLED AT FIVE LOCATIONS FOR THE FENCE PROPOSED AT 1555 STUART ST.

THE INFORMATION CONTAINED IN THIS DRAWING FILE IS INTENDED FOR USE ONLY ON THIS PROJECT. UNAUTHORIZED REPRODUCTION OR USE IN OTHER PROJECTS IS NOT PERMITTED. THE ARCHITECT ASSUMES NO LIABILITY FOR UNAUTHORIZED REPRODUCTION, CHANGES OR THE USE OF THE INFORMATION CONTAINED HEREIN. THE INFORMATION CONTAINED HEREIN IS PROVIDED ON AN "AS-IS" BASIS. THE ARCHITECT DISCLAIMS ALL WARRANTIES WITH REGARD TO THE DATA CONTAINED IN THIS DRAWING FILE AND TO THE PERFORMANCE OF THE DELIVERY MEDIA, INCLUDING ALL IMPLIED WARRANTIES OF FITNESS. THE ARCHITECT ASSUMES NO OBLIGATIONS OR LIABILITIES FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS DRAWING FILE AND ITS DELIVERY MEDIA.

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DATE	ISSUE-REVISION
01/16/2025	FOR CONSTRUCTION

PROJECT NUMBER: 24-136
 DRAWN BY: EJS
 CHECKED BY: RPA
 DESCRIPTION: FRAMING PLANS

EXHIBIT "A"

LAND DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF TENNYSON STREET RIGHT OF WAY ADJOINING BLOCK 2, GLEN PARK SECOND FILING, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RANGE POINT IN THE INTERSECTION OF WEST CONEJOS PLACE AND TENNYSON STREET MONUMENTED BY AN AXLE WHENCE A RANGE POINT IN THE INTERSECTION OF WEST CONEJOS PLACE AND STUART STREET MONUMENTED BY A 3-INCH BRASS DISK "LS 23899" BEARS NORTH 89°47'17" EAST, A DISTANCE OF 307.11 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 44°43'54" EAST, A DISTANCE OF 28.26 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 2;
THENCE NORTH 00°19'29" WEST ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 32.08 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°47'17" WEST, A DISTANCE OF 9.00 FEET;
THENCE NORTH 00°19'29" WEST PARALLEL WITH AND 9.00 FEET WEST OF THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 83.50 FEET;
THENCE NORTH 89°47'17" EAST, A DISTANCE OF 9.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 2;
THENCE SOUTH 00°19'29" EAST ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 83.50 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 2 AND THE POINT OF BEGINNING.

CONTAINING: 752 SQUARE FEET, 0.017 ACRES OF LAND, MORE OR LESS.


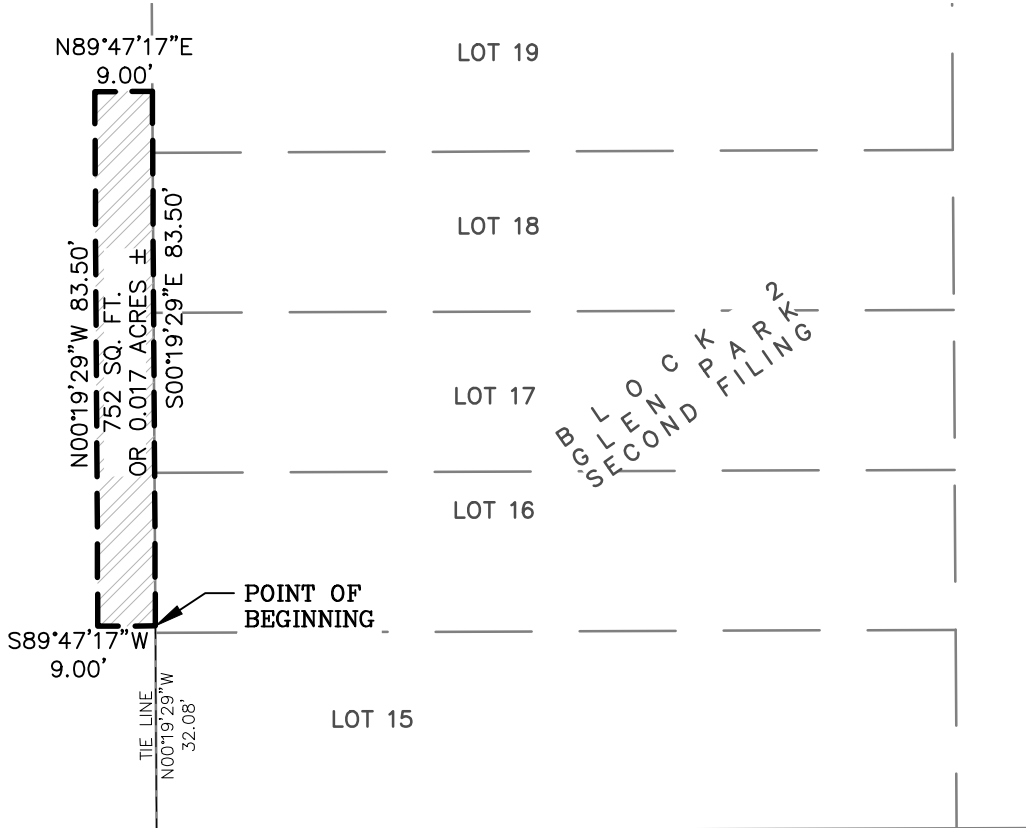

 PREPARED BY: JEFFREY J. MACKENNA P.L.S. 34183 DATE: 03/12/2025
 FOR FALCON SURVEYING, INC.
 9940 WEST 25TH AVENUE
 LAKEWOOD COLORADO, 80215
 (303)202-1560

EXHIBIT "A"

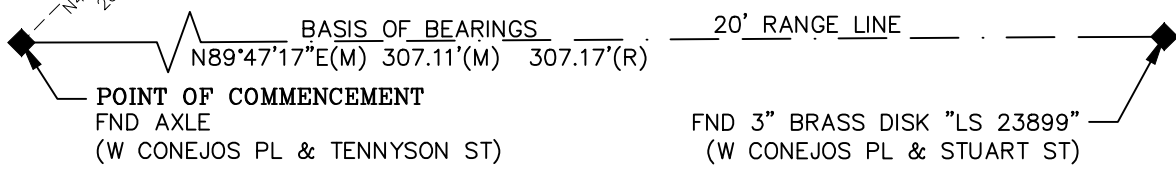
SITUATED IN THE SE 1/4, SECTION 31, T3S, R68W, OF THE 6TH P.M.
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 2 OF 2

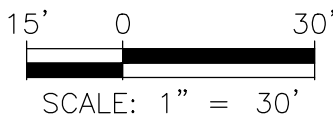
TENNYSON STREET
RIGHT OF WAY VARIES



B L O C K
S E C O N D
P L A N
F I L I N G



WEST CONEJOS PLACE
80' RIGHT OF WAY



PREPARED BY:
JEFFREY J. MACKENNA P.L.S. 34183 DATE:
FOR FALCON SURVEYING, INC. 03/12/2025
9940 WEST 25TH AVENUE
LAKEWOOD COLORADO, 80215
(303)202-1560

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

EXHIBIT "A"

LAND DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF WEST CONEJOS PLACE RIGHT OF WAY ADJOINING BLOCK 2, GLEN PARK SECOND FILING, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 44°43'54" EAST, A DISTANCE OF 28.26 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 2;
THENCE NORTH 89°47'17" EAST ALONG THE SOUTH LINE OF SAID BLOCK 2, A DISTANCE OF 27.21 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°47'17" EAST ALONG THE SOUTH LINE OF SAID BLOCK 2, A DISTANCE OF 218.21 FEET;
THENCE SOUTH 00°18'29" EAST, A DISTANCE OF 8.33 FEET;
THENCE SOUTH 89°47'17" WEST PARALLEL WITH AND 8.33 FEET SOUTH OF THE SOUTH LINE OF SAID BLOCK 2, A DISTANCE OF 210.00 FEET;
THENCE NORTH 44°50'48" WEST, A DISTANCE OF 11.71 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,783 SQUARE FEET, 0.041 ACRES OF LAND, MORE OR LESS.

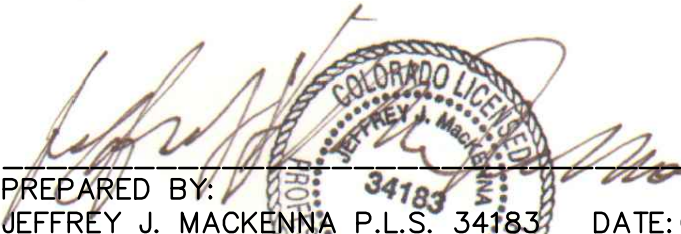
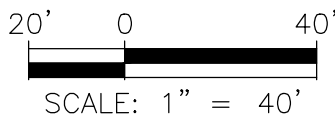
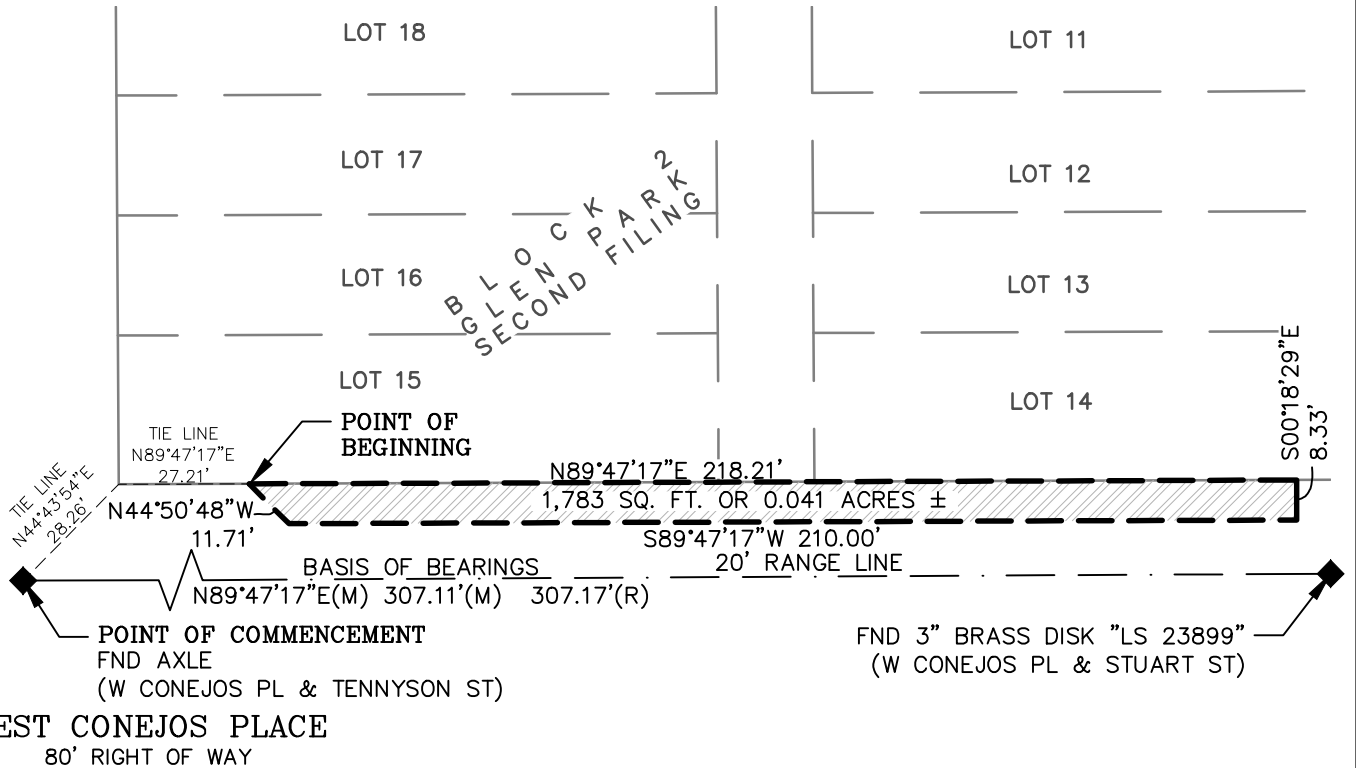

 PREPARED BY: JEFFREY J. MACKENNA P.L.S. 34183 DATE: 03/21/2025
 FOR FALCON SURVEYING, INC.
 9940 WEST 25TH AVENUE
 LAKEWOOD COLORADO, 80215
 (303)202-1560

EXHIBIT "A"

SITUATED IN THE SE 1/4, SECTION 31, T3S, R68W, OF THE 6TH P.M.
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 2 OF 2

TENNYSON STREET
RIGHT OF WAY VARIES



PREPARED BY:
JEFFREY J. MACKENNA P.L.S. 34183 DATE:
FOR FALCON SURVEYING, INC. 03/21/2025
9940 WEST 25TH AVENUE
LAKEWOOD COLORADO, 80215
(303)202-1560

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THENCE NORTH 40°54'48" WEST, A DISTANCE OF 26.38 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2;
THENCE NORTH 00°18'29" WEST ALONG THE EAST LINE OF SAID BLOCK 2, A DISTANCE OF 9.75 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°18'29" WEST ALONG THE EAST LINE OF SAID BLOCK 2, A DISTANCE OF 212.88 FEET;
THENCE NORTH 89°47'17" EAST, A DISTANCE OF 4.54 FEET;
THENCE SOUTH 00°18'29" EAST PARALLEL WITH AND 4.54 FEET EAST OF THE EAST LINE OF SAID BLOCK 2, A DISTANCE OF 212.92 FEET;
THENCE NORTH 89°42'26" WEST, A DISTANCE OF 4.54 FEET TO THE POINT OF BEGINNING.

CONTAINING: 967 SQUARE FEET, 0.022 ACRES OF LAND, MORE OR LESS.


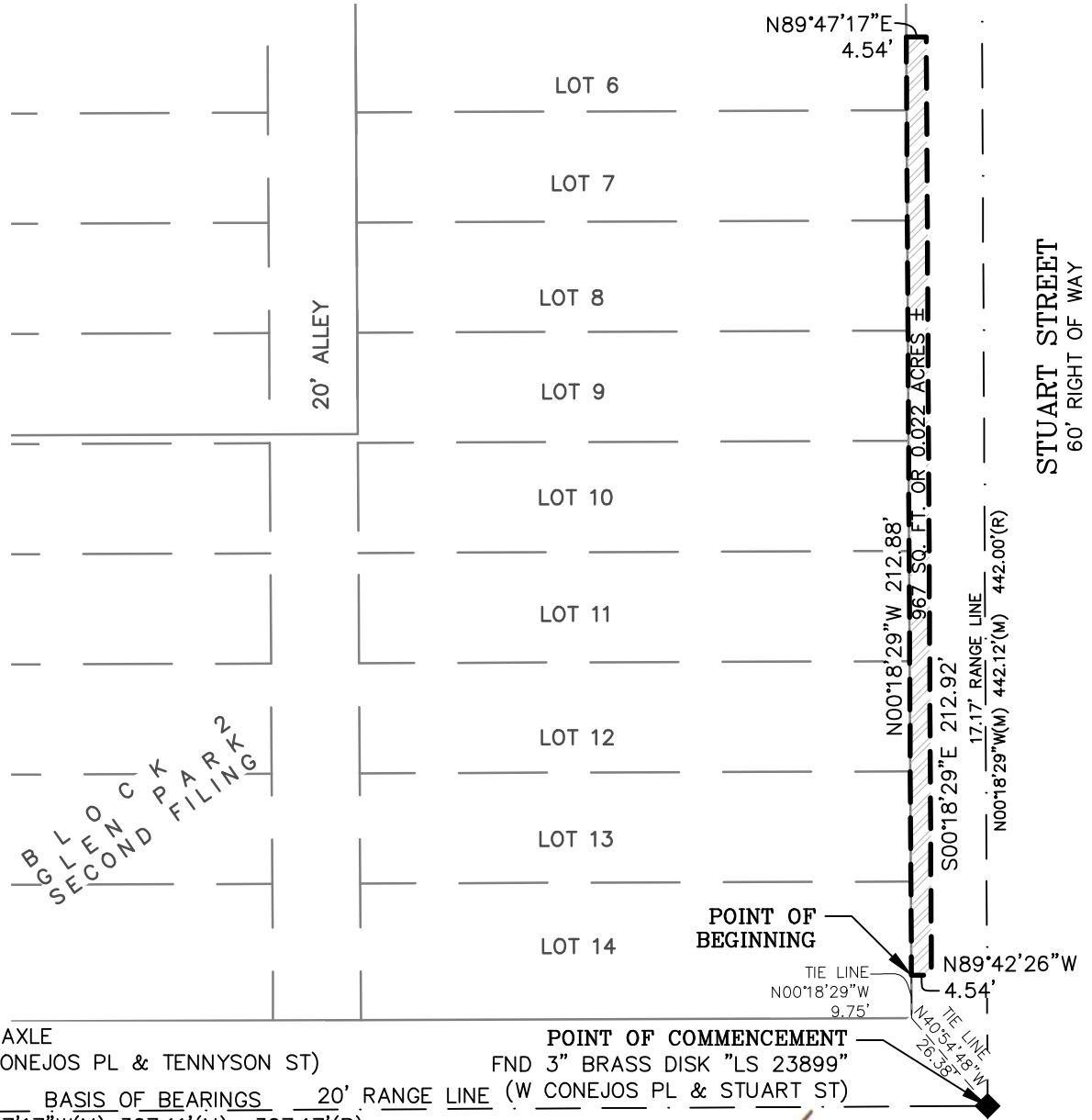

 PREPARED BY: JEFFREY J. MACKENNA P.L.S. 34183 DATE: 03/21/2025
 FOR FALCON SURVEYING, INC.
 9940 WEST 25TH AVENUE
 LAKEWOOD COLORADO, 80215
 (303)202-1560

EXHIBIT "A"

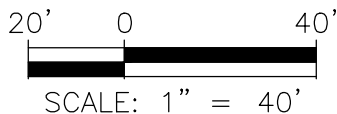
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CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 2 OF 2

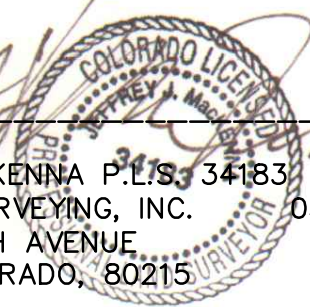


BLOCK PARK
SECOND FILING

WEST CONEJOS PLACE
80' RIGHT OF WAY



PREPARED BY:
JEFFREY J. MACKENNA P.L.S. 34183 DATE: 03/21/2025
FOR FALCON SURVEYING, INC. 9940 WEST 25TH AVENUE
LAKEWOOD COLORADO, 80215 (303)202-1560



THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



Date: April 2, 2025
File No.: 598-CS0623971-151
Buyer(s)/Borrower(s): To Be Determined
Owner(s): Yeshiva Toras Chaim and Talmudical Seminary Denver
Property: 1555 Stuart St, Denver, CO 80204-1246
1597 Stuart St, Denver, CO 80204
Assessor Parcel No.: 02314-21-013-000, 02314-21-012-000, 02314-21-013-000 and 02314-21-012-000

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

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

To: Chicago Title of Colorado - Parker
19590 East Mainstreet
Suite 102
Parker, CO 80138

Attn: CT Title Only
Phone: 303-291-9917
Fax:
Email: sandy.plaven@ctt.com

To: To Be Determined

To: Yeshiva Toras Chaim and Talmudical Seminary
Denver

To: Placeholder LB Transaction Coordinator/Or Co
Agent

To: LB Transaction Coordinator/Or Co Agent

To: Yeshiva Toras Chaim-Talmudical Seminary
1555 Stuart St
Denver, CO 80237

Attn: Chaim Abrams
Phone:
Fax:
Email: cabrams@ytc.edu

To: .

To: SB Transaction Coordinator/Or Co Agent

To: SB Transaction Coordinator/Or Co Agent

END OF TRANSMITTAL

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**CHICAGO TITLE
INSURANCE COMPANY**

Commitment Number:

CS0623971

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 EXTRACTIONAL 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, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Terry N. Williams
Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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; 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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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: CT Title Only Chicago Title of Colorado - Parker 19590 East Mainstreet, Suite 102 Parker, CO 80138 Phone: 303-291-9917 Main Phone: 303-244-9161 Email: sandy.plaven@ctt.com	

Order Number: 598-CS0623971-151
Property Address: 1555 Stuart St, Denver, CO 80204-1246
1597 Stuart St, Denver, CO 80204

SCHEDULE A

1. Commitment Date: March 25, 2025 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021

Proposed Insured:	To Be Determined
Proposed Amount of Insurance:	\$0.01
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:

[Yeshiva Toras Chaim-Talmudical Seminary-Denver, a Colorado non-profit corporation](#)
5. The Land is described as follows:

PARCEL 1:

LOTS 6 TO 19, INCLUSIVE AND THE SOUTH 2 FEET OF LOT 20 AND ALL THE VACATED ALLEY ADJACENT TO LOTS 10 TO 19 AND ADJACENT TO THE SOUTH 2 FEET OF LOTS 9 AND 20, BLOCK 2, GLEN PARK, SECOND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO

PARCEL 2:

LOTS 1 TO 5 INCLUSIVE, BLOCK 2, GLEN PARK, SECOND FILING, CITY AND COUNTY OF DENVER, STATE OF COLORADO

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SCHEDULE A
(continued)

PREMIUMS:

Owner's Policy Premium	\$1250.00
------------------------	-----------

END OF SCHEDULE A

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Yeshiva Toras Chaim-Talmudical Seminary-Denver, a Colorado non-profit corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. Furnish for recordation a full release of deed of trust:

Amount: \$unknown
Trustor/Grantor: Yeshiva Toras Chaim-Talmudical Seminary-Denver, a Colorado non-profit corporation
Trustee: Public Trustee of Denver County
Beneficiary: Vectra Bank Colorado
Recording Date: August 6, 2015
Recording No.: [2015109746](#)

Present Assignment of Rents and Leases:

Assigned to: Vectra Bk Colorado
Assigned by: Yeshiva Toras Chaim-Talmudical Seminary-Denver, a Colorado non-profit corporation
Recording Date: August 6, 2015
Recording No.: [2015109747](#)

Notice of Disbursement recorded August 6, 2015 at Reception No. [2015109748](#).

Owner: Yeshiva Toras Chaim-Talmudical Seminary-Denver, a Colorado non-profit corporation
Recording No.: [2015109749](#)
Principal Contractor: Unknown
Disburser: Vectra Bank Colorado

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SCHEDULE B, PART I - Requirements

(continued)

First Amendment to Deed of Trust:

Recording Date: April 6, 2017
 Recording No.: [2017046330](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Yeshiva Toras Chaim-Talmudical Seminary-Denver, a Colorado non-profit corporation
 Recording Date: June 18, 2020
 Recording No.: [2020082883](#)

8. Furnish for recordation a full release of deed of trust:

Amount: \$379,000.00
 Trustor/Grantor: Yeshiva Toras Chaim-Talmudical Seminary-Denver, a Colorado non-profit corporation
 Trustee: Public Trustee of Denver County
 Beneficiary: Ronald & Sandra Schiff
 Recording Date: August 6, 2015
 Recording No.: [2015109749](#)

Subordination Agreement

Recording Date: August 6, 2015
 Recording No.: [2015109804](#)

9. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$1.00
 Dated: February 7, 2022
 Trustor/Grantor: Yeshiva Toras Chaim-Talmudical Seminary-Denver, a Colorado non-profit corporation
 Trustee: Public Trustee of Denver County
 Beneficiary: U.S. Small Business Administration
 Recording Date: May 25, 2022
 Recording No.: [2022070615](#)

10. Furnish to the Company a certified copy of Resolution of governing board of Yeshiva Toras Chaim-Talmudical Seminary-Denver, a Colorado non-profit corporation authorizing the execution of necessary documents and stating who is authorized to sign said documents. Said Resolution must be properly certified by an Officer of the corporation with Corporate Seal affixed.

11. The Company reserves the right to add additional exceptions and/or make further requirements once the identity of the Purchaser is disclosed.

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

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SCHEDULE B, PART I - Requirements
(continued)

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

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

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

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

[Plat Map](#)

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

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

Recording Date: February, 19, 1890
Recording No: [Plat Book 9 at Page 25B](#)

9. Terms, conditions, provisions, agreements and obligations contained in the Extra-Territorial Service Agreement as set forth below:

Recording Date: December 21, 1999
Recording No: [9900214373](#)

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SCHEDULE B, PART II - Exceptions
(continued)

10. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 181 as set forth below:
Recording Date: April 20, 2004
Recording No: [2004093188](#)
11. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 0837, Series of 2015 as set forth below:
Recording Date: January 22, 2015
Recording No: [2015007165](#)
12. Terms, conditions, provisions, agreements and obligations contained in the License to Build Within Easement Area as set forth below:
Recording Date: August 12, 2015
Recording No: [2015112655](#)
13. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, as set forth on the Yeshiva Toras Chaim Dormitory and School Renovation Site Development Plan set forth below:
Recording Date: October 7, 2015
Recording No: [2016141684](#)
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, and terms, conditions and provisions of the agreement as set forth in document shown below:
Granted to: Public Service Company of Colorado
Purpose: Utilities
Recording Date: June 9, 2016
Recording No: [2016075940](#)

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Chicago Title of Colorado - Parker conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.

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DISCLOSURE STATEMENT
(continued)

- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for these main purposes:

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

When Information Is Disclosed

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

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

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

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

Security of Your Information

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

Choices With Your Information

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

State-Specific Consumer Privacy Information:

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

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

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

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

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

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

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

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

AFFIDAVIT AND INDEMNITY AGREEMENT TO CHICAGO TITLE OF COLORADO - PARKER

Order No.: 598-CS0623971-151
Property: 1555 Stuart St, Denver, CO 80204-1246
1597 Stuart St, Denver, CO 80204

The undersigned Owner(s) ("Owner") of the above described property, makes the following statements and representations to Chicago Title of Colorado - Parker:

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

1555 Stuart St, Denver, CO 80204-1246
1597 Stuart St, Denver, CO 80204

and legally described as:

PARCEL 1:

LOTS 6 TO 19, INCLUSIVE AND THE SOUTH 2 FEET OF LOT 20 AND ALL THE VACATED ALLEY
ADJACENT TO LOTS 10 TO 19 AND ADJACENT TO THE SOUTH 2 FEET OF LOTS 9 AND 20, BLOCK
2,
GLEN PARK, SECOND FILING,
CITY AND COUNTY OF DENVER,
STATE OF COLORADO

PARCEL 2:

LOTS 1 TO 5 INCLUSIVE, BLOCK 2,
GLEN PARK, SECOND FILING,
CITY AND COUNTY OF DENVER,
STATE OF COLORADO

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

**AFFIDAVIT AND INDEMNITY AGREEMENT
TO CHICAGO TITLE OF COLORADO - PARKER**

(continued)

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

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

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

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

OWNER(S):

Yeshiva Toras Chaim

Talmudical Seminary Denver

State of Colorado }

}ss

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Yeshiva Toras Chaim and Talmudical Seminary Denver known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

Notary Public

My Commission Expires: _____

(SEAL)

Tier III - 1555 Stuart St - Fence

04/03/2025

Master ID: 2024-PROJMSTR-0000325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000108 **Review Phase:**
Location: 1555 Stuart Street **Review End Date:** 08/23/2024

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: Winton Brazil
Reviewers Email: Winton.Brazil@denvergov.org

Status Date: 08/22/2024
Status: Approved
Comments:

Reviewing Agency: DS Project Coordinator Review Review Status: Approved - No Response

Reviewers Name: Bridget Rassbach
Reviewers Email: Bridget.Rassbach@denvergov.org

Status Date: 08/26/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review Review Status: Approved

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

Status Date: 04/03/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence
Reviewing Agency/Company: DOTI/ROWS/SURVEY
Reviewers Name: Thomas Savich
Reviewers Phone: 8188098753
Reviewers Email: thomas.savich@denvergov.org
Approval Status: Approved

Comments:

Attachment: a_2024Encroach108-SitePlan-001.pdf

Attachment: b_2024Encroach108-VestingDeed-001.pdf

Attachment: c_2024Encroach108-TitleCommitment-001.pdf

Attachment: d_2024Encroach108-VestingDeed Desc-001.docx

Attachment: e_2024Encroach108-Desc and Illus-002.pdf

Comment Report

Tier III - 1555 Stuart St - Fence

04/03/2025

Master ID: 2024-PROJMSTR-0000325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000108 **Review Phase:**
Location: 1555 Stuart Street **Review End Date:** 08/23/2024

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

Attachment: e_2024Encroach108-Desc and Illus-003.pdf

Attachment: e_2024Encroach108-Desc and Illus-004.pdf

Attachment: f_2024Encroach108-Desc-002.docx

Attachment: f_2024Encroach108-Desc-003.docx

Attachment: f_2024Encroach108-Desc-004.docx

Status Date: 08/22/2024
Status: Denied
Comments: Survey comments are in the REDLINES folder (REDLINES- Survey- Savich.docx)

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

Reviewers Name: Brenden Marron
Reviewers Email: Brenden.Marron@denvergov.org

Status Date: 03/11/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence
Reviewing Agency/Company: DES_Wastewater
Reviewers Name: Brenden Marron
Reviewers Phone: 7208653123
Reviewers Email: Brenden.Marron@Denvergov.org
Approval Status: Approved

Comments:
Comments addressed. Approved on behalf of Wastewater

Status Date: 08/22/2024
Status: Denied
Comments: Refer to comments from ERA Wastewater. Site development plan recorded at reception 2015141684. REF 2014D00263 for Wastewater plan set. Record plans for storm are available on request. Overlay existing utilities on proposed plan set.

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

Status Date: 08/26/2024
Status: Approved - No Response
Comments:

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

Reviewers Name: Paul Weller
Reviewers Email: Paul.Weller@denvergov.org

Status Date: 03/24/2025
Status: Approved

Comment Report

Tier III - 1555 Stuart St - Fence

04/03/2025

Master ID: 2024-PROJMSTR-0000325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000108 **Review Phase:**
Location: 1555 Stuart Street **Review End Date:** 08/23/2024

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

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence
Reviewing Agency/Company: DOTI ROWS ER Transportation
Reviewers Name: Paul Weller
Reviewers Phone: 720-913-0514
Reviewers Email: Paul.Weller@Denvergov.org
Approval Status: Approved

Comments:
The attached site plan has been revised based on comments made by the Survey review.
All comments to the site plan have been satisfactorily addressed at this time.

Attachment: 1555 Stuart St_Record Set_250324.pdf

Status Date: 03/11/2025

Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence
Reviewing Agency/Company: DOTI ROWS ER Transportation
Reviewers Name: Paul Weller
Reviewers Phone: 720-913-0514
Reviewers Email: Paul.Weller@Denvergov.org
Approval Status: Approved

Comments:
The attached plan, dated 3/11/25, has been revised to address our comments.

Attachment: 1555 Stuart St_Record Set_250311.pdf

Status Date: 08/22/2024

Status: Denied

Comments:

1. The need for security is understood, however, with the possible exception of a portion of the frontage along Conejos Pl where the building is close to the right of way line, there appears adequate room to construct the fence on property rather than encroaching into the right of way. Please provide additional information to justify fence placement in the right of way.
2. The plan must show all adjacent utilities mains services and traffic signs. Access to the fire hydrant and water meter on Tennyson St and traffic signs must not be restricted.
3. Vehicle access gates shall be placed a minimum of 20 feet horizontal clearance behind the back of the sidewalk to allow vehicle staging without impeding pedestrians.
4. 30 ft intersection sight triangles must be shown at the intersections of Conejos Pl/Stuart St and Conejos Pl/Tennyson St. Fencing taller than 30" is not allowed in the sight triangle.
5. Show and dimension all Signal Equipment Clear Zones at the intersections. Fencing is not allowed in the Equipment Clear Zone as shown on City and County of Denver Transportation Standards and Details standard drawing 7.9.
6. All fencing must be dimensioned from the right-of-way line.

Comment Report

Tier III - 1555 Stuart St - Fence

04/03/2025

Master ID: 2024-PROJMSTR-0000325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000108 **Review Phase:**
Location: 1555 Stuart Street **Review End Date:** 08/23/2024

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

7. Conformance with the fencing requirements in the zoning code must be called out on the plan.
8. Plan must include dimensioned typical sections and elevations of the fencing showing placement and materials.
9. Plan must include a engineer's stamped/signed foundation plan for the brick pillars.
10. Make sure all elements from the checklist are provided on the plan.

REDLINES uploaded to E-review webpage

Reviewing Agency: ERA Wastewater Review Review Status: Approved

Reviewers Name: Mike Sasarak

Reviewers Email: Mike.Sasarak@denvergov.org

Status Date: 02/13/2025

Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence

Reviewing Agency/Company: ER - Wastewater

Reviewers Name: Mike Sasarak

Reviewers Phone: 3035329783

Reviewers Email: mike.sasarak@denvergov.org

Approval Status: Approved

Comments:

Approved per revised plans received by applicant on 2-5-2025. Applicant acknowledges onsite storm drain and detention system is privately maintained by the landowners.

Status Date: 08/22/2024

Status: Denied

Comments: See ER-Wastewater Redlines. The following documents are available to download from Accela for your assistance:

Site plan 8.9.2024 - ER Wastewater Redlines.pdf

Yeshiva - Final Drainage Report 7-28-15.pdf

Yeshiva Storm As-Built Plans & Profiles.pdf

Site Development Plan.pdf

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

Status Date: 09/12/2024

Status: Approved w/Conditions

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence

Reviewing Agency/Company: CenturyLink/Lumen

Reviewers Name: Varina Hoopes

Reviewers Phone: 4075926104

Reviewers Email: Varina.Hoopes@lumen.com

Approval Status: Approved with conditions

Comments:

NOTE FROM ENGINEERS: Lumen has buried facilities in the Western Right-of-Way of Stuart St. and running North-South in the alley between Tennyson St. and Stuart St., along the Western property line of the Northern section of the property that crosses the property to and across W.

Comment Report

Tier III - 1555 Stuart St - Fence

04/03/2025

Master ID: 2024-PROJMSTR-0000325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000108 **Review Phase:**
Location: 1555 Stuart Street **Review End Date:** 08/23/2024

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

Conejos Pl. In addition, Lumen has buried facilities running East-West in the alley between W. 16th Ave and W. Conejos Pl., North-South in the Eastern Right-of Way of Tennison St. and in the Northern Right-of-Way of W. Conejos Pl. adjacent to the property lines. Lumen recommends having all utilities in the area located to ensure safety and protection of all facilities.

If you require signatures or have any further questions, please contact the engineer at Justin.R.Wallace@lumen.com to schedule.

Status Date: 08/26/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/26/2024
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart 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 with conditions

Comments:
PSCo/Xcel Energy has existing both overhead and underground electric distribution facilities, as well as natural gas service, within these areas. Note that proper clearances must be maintained including ground cover over buried facilities that should not be modified from original depths. In other words, if the original cover is changed (by less or more), PSCo facilities must be raised or lowered to accommodate that change. 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.

Bear in mind that per the OSHA, a minimum 10-foot radial clearance must be maintained at all times from all overhead electric facilities including, but not limited to, construction activities and permanent structures.

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

Status Date: 08/26/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence
Reviewing Agency/Company: RTD
Reviewers Name: clayton s woodruff
Reviewers Phone: 303-299-2943
Reviewers Email: Clayton.woodruff@rtd-denver.com
Approval Status: Approved

Comments:
Department Comments
Bus Operations No exceptions
Bus Stop Program No exceptions
Commuter Rail No exceptions

Comment Report

Tier III - 1555 Stuart St - Fence

04/03/2025

Master ID: 2024-PROJMSTR-0000325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000108 **Review Phase:**
Location: 1555 Stuart Street **Review End Date:** 08/23/2024

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

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: 08/26/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/26/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/26/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/26/2024
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: 08/19/2024
Status: Approved
Comments:

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

Reviewers Name: Kathryn Spritzer
Reviewers Email: Kathryn.spritzer@denvergov.org
Status Date: 08/14/2024
Status: Approved
Comments:

Comment Report

Tier III - 1555 Stuart St - Fence

04/03/2025

Master ID: 2024-PROJMSTR-0000325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000108 **Review Phase:**
Location: 1555 Stuart Street **Review End Date:** 08/23/2024

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

Reviewing Agency: Denver Fire Department Review Review Status: Approved

Reviewers Name: Brian Dimock
Reviewers Email: Brian.Dimock@denvergov.org

Status Date: 02/12/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence
Reviewing Agency/Company: DFD / Fire Prevention Bureau
Reviewers Name: Brian Dimock
Reviewers Phone: 720.913.4185
Reviewers Email: brian.dimock@denvergov.org
Approval Status: Approved

Comments:
After conversation with design team, additional gates will be placed to allow for access to building and FDC's as needed.

Status Date: 08/12/2024
Status: Approved w/Conditions
Comments: This is approved with the condition that all entrances into the fence be equipped with a knock box for entry by emergency responders.

Reviewing Agency: Denver Water Referral Review Status: Approved

Status Date: 11/18/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:
Denver Water's comments were addressed with updated submittal sent on 11/15/2024.

Attachment: A0.1.pdf

Status Date: 08/26/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:

REDLINES uploaded to E-review webpage

Comment Report

Tier III - 1555 Stuart St - Fence

04/03/2025

Master ID: 2024-PROJMSTR-0000325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000108 **Review Phase:**
Location: 1555 Stuart Street **Review End Date:** 08/23/2024

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

Reviewing Agency: Parks and Recreation Review Review Status: Approved

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

Status Date: 08/15/2024
Status: Approved
Comments:

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

Status Date: 08/26/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/26/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart 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.

Reviewing Agency: Construction Engineering Review Review Status: Approved

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

Status Date: 08/14/2024
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.

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

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

Status Date: 08/26/2024
Status: Approved - No Response
Comments:

Comment Report

Tier III - 1555 Stuart St - Fence

04/03/2025

Master ID: 2024-PROJMSTR-0000325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000108 **Review Phase:**
Location: 1555 Stuart Street **Review End Date:** 08/23/2024

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

Reviewing Agency: City Forester Review Review Status: Approved

Reviewers Name: Erin Hatch
Reviewers Email: Erin.Hatch@denvergov.org

Status Date: 02/03/2025
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence
Reviewing Agency/Company: Forestry (OCF)
Reviewers Name: Erin Hatch
Reviewers Phone: (720) 913 - 0643
Reviewers Email: Erin.Hatch@denvergov.org
Approval Status: Approved

Comments:
Protect trees as indicated on plan set. Must notify OCF prior to commencement of fence construction to confirm tree protection fencing. Remove trees as indicated on plan set. Must obtain a free tree removal permit prior to removal, utilize a licensed tree work contractor. Plant trees as indicated on plan set, submit a free tree planting permit to actual planting.

Attachment: ARCH_1555 Stuart St Fence_250129.pdf

Status Date: 01/02/2025
Status: Denied
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000108 - Tier III - 1555 Stuart St - Fence
Reviewing Agency/Company: Forestry (OCF)
Reviewers Name: Erin Hatch
Reviewers Phone: (720) 913 - 0643
Reviewers Email: Erin.Hatch@denvergov.org
Approval Status: Denied

Comments:

1. Must include tree protection information on plan set. This includes drawn boundary of the tree protection zone (at least to drip line at minimum), include OCF Tree protection detail, and include language on how this will be installed using manual or less impactful methods adjacent to tree protection zone. Include note regarding contacting OCF for if work needs to occur within tree protection zone. this is for the existing pine at SE corner of property.
2. Can remove crab apple trees along W Conejos Pl due to condition, submit a free tree removal permit.
3. Can remove and replace existing small maple trees along W Conejos Pl, can expand fencing further from building, but must maintain at least 8' from behind walk for new trees to be planted. Include proposed new trees for planting, must be medium to large shade tree species. Must include these on plans and submit free tree planting and removal permit. Show location of replacement trees, include species to be planted (see OCF Approved Street Tree List, follow tree diversity requirements), include OCF Tree Planting detail.
4. See redlines.

Attachment: 1555 Stuart St_Progress Site Plan_241121 FORESTRY REDLINES.pdf

Status Date: 08/20/2024
Status: Denied
Comments: Show locations of existing trees located with the public right-of-way, installation of proposed fencing could cut off
2024-ENCROACHMENT-0000108

Comment Report

Tier III - 1555 Stuart St - Fence

04/03/2025

Master ID: 2024-PROJMSTR-0000325 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000108 **Review Phase:**
Location: 1555 Stuart Street **Review End Date:** 08/23/2024

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

access to these trees for necessary inspections and other related activities.

REDLINES uploaded to E-review webpage

Reviewing Agency: Landmark Review

Review Status: Approved - No Response

Status Date: 08/12/2024
Status: Approved - No Response
Comments:

Reviewing Agency: ERA Review

Review Status: Approved - No Response

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

Status Date: 08/26/2024
Status: Approved - No Response
Comments:

Reviewing Agency: ROW - Supplemental Review

Review Status: Approved

Status Date: 08/26/2024
Status: Approved
Comments: Approved - No Response