



APPLICATION

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

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

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

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

ADJACENT PROPERTY OWNER:

The adjacent property owner or Authorized Special District will be the Encroachment Owner and Permittee and is the responsible party for the Encroachment in accordance with the Rules and Regulations, including all fees and annual billing.

Company Name: _____
Contact Name: _____
Property Address: _____
Billing Address: _____
Phone: _____ Email: _____

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

Company Name: _____
Contact Name: _____
Address: _____
Phone: _____ Email: _____

City and County of Denver – Department of Transportation & Infrastructure
Right-of-Way Services | Engineering & Regulatory
201 West Colfax Ave. Dept. 507 | Denver, CO 80202
www.denvergov.org/doti
[Email: DOTI.ER@denvergov.org](mailto:DOTI.ER@denvergov.org)
Phone: 720-865-3003

ENCROACHMENT INFORMATION:

Project Name: _____
Adjacent Property Address: _____
Coordinates (Lat/Long): _____
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.)

Description of Encroachment:

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

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.

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: _____

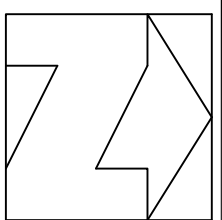
Will A. +

DATE: _____

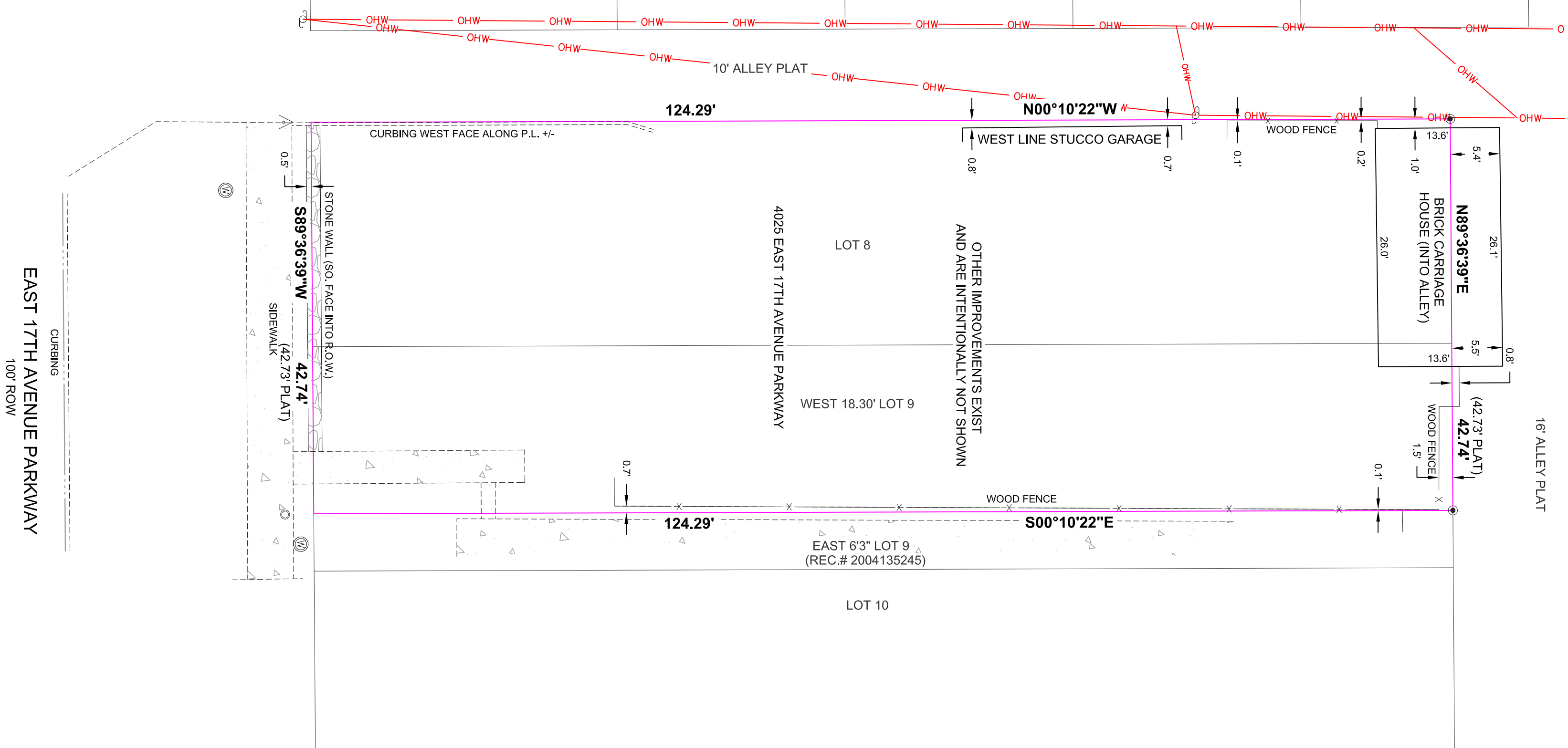
PRINT NAME: _____

TITLE: _____

COMPANY: _____



SCALE: 1" = 10' US SURVEY FEET
10' 0 5 10'



LAND SURVEY PLAT

4025 EAST 17TH AVENUE PARKWAY
LOT 8 AND THE WEST 18.30 FEET OF LOT 9
RE-SUBDIVISION OF LOT 1, BLOCK 24, HARTMAN'S ADDITION
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 31,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY AND COUNTY OF DENVER STATE OF COLORADO
SHEET 1 OF 1

LAND DESCRIPTION (REC.# 2020079896)
LOT 8 AND THE WEST 18.30 FEET OF LOT 9
RE-SUBDIVISION OF LOT 1, BLOCK 24, HARTMAN'S ADDITION
CITY AND COUNTY OF DENVER
STATE OF COLORADO.

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
2. THIS LAND SURVEY PLAT, AND THE INFORMATION HEREON, MAY NOT BE USED FOR ANY ADDITIONAL OR EXTENDED PURPOSES BEYOND THAT FOR WHICH IT WAS INTENDED AND MAY NOT BE USED BY ANY PARTIES OTHER THAN THOSE TO WHICH IT IS CERTIFIED.
3. BASIS OF BEARINGS: BEARINGS ARE BASED UPON A FOUND DRAGGTOOTH IN RANGE BOX AT EAST 19TH AVENUE AND ALBION STREET AND A FOUND DRAGGTOOTH IN RANGE BOX AT EAST 18TH AVENUE AND ALBION STREET, ASSUMED TO BEAR S 00°01'21" E AS SHOWN HEREON.
4. UNDERGROUND UTILITIES WERE NOT LOCATED AND ARE NOT SHOWN HEREON.
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY GILLIANS, LAND CONSULTANTS TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY, AND TITLE OF RECORD. THIS SURVEY WAS PERFORMED WITH OUT THE BENEFIT OF A TITLE POLICY.

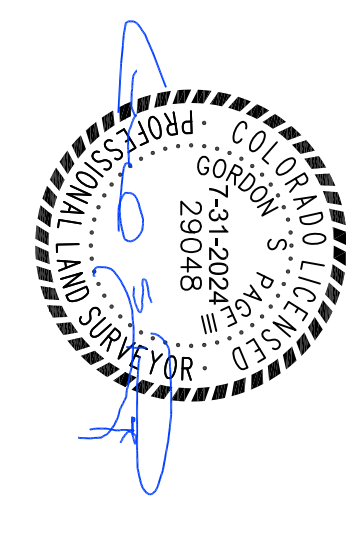
A TITLE COMMITMENT WAS NOT PROVIDED BY THE CLIENT, AND PER C.R.S. 38-51-106 (B) THE CLIENT DOES NOT WANT RIGHT-OF-WAY AND EASEMENTS SHOWN BASED ON FURTHER RECORD SEARCH BY THE LAND SURVEYOR. THE SURVEYOR HAS CONDUCTED A DILIGENT SEARCH OF THE RECORDS OBTAINED BY THIS SURVEYOR. DISCOVERED IN THE RECORDS OBTAINED BY THIS SURVEYOR.

6. DISTANCES ON THIS SURVEY ARE EXPRESSED IN US SURVEY FEET AND DECIMALS THEREOF. A US SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
7. SUBJECT PROPERTY AREA: 5,312 SQUARE FEET \ 0.12 ACRES MORE OR LESS.
8. FENCES DO NOT COINCIDE WITH PROPERTY LINES AS SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, GORDON S. PAGE III, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF KNOWLEDGE AND INFORMATION AS BEING DO HEREBY CERTIFY SPECIFICALLY AND ONLY TO WILLIAM ACOSTA, THAT IN JULY, 2024 A PROPERTY SURVEY WAS MADE BY ME OR UNDER MY DIRECT RESPONSIBLE CHARGE AND IS PURSUANT TO C.R.S. SECTION 38-51-106. IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. THAT THE PLAT HEREIN IS AN ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY THIS SURVEY. ALL NOTES SHOWN HEREON ARE A PART OF THIS CERTIFICATION. THE ENCROACHMENTS, EASEMENTS, RIGHT OF WAYS OR PASSAGEWAYS ACROSS AND BEST INTEREST THAT ARE OF RECORD AND SHOWN ON THIS PLAT ARE AS SHOWN THEREON. I HAVE CONDUCTED A DILIGENT SEARCH OF THE RECORDS TO VERIFY A TITLE SEARCH BY GILLIANS LAND CONSULTANTS TO DETERMINE OWNERSHIP OF THIS TRACT OR TO VERIFY THE DESCRIPTION SHOWN. THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, NOR EASEMENTS OF RECORD.

GORDON S. PAGE III
COLORADO P.L.S. 29048
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS
gpage@gillianslc.com
DIGITAL SIGNATURE

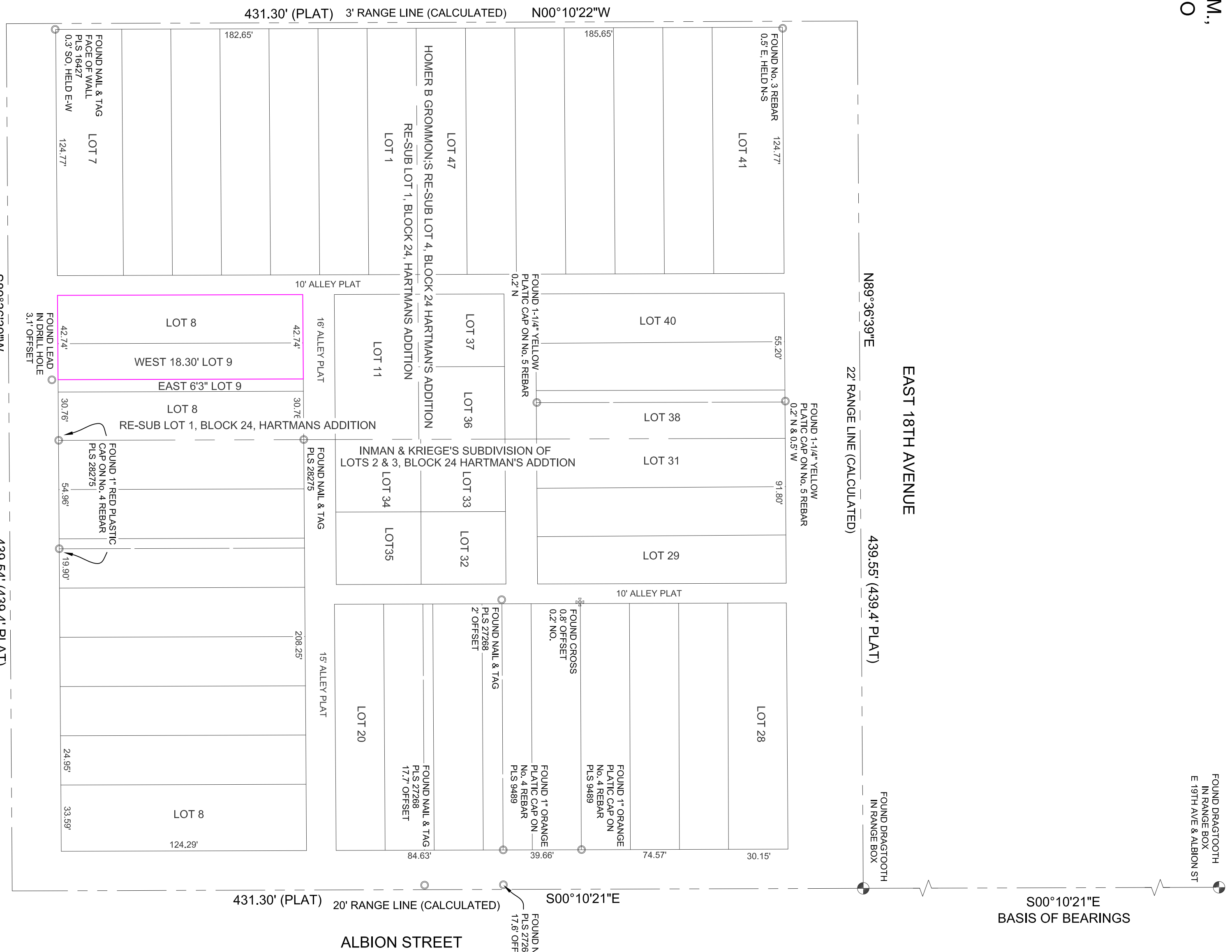


LEGEND

- SET #6 BEAR (48") WITH 1.25" YELLOW PLASTIC CAP OR
 - ▲ SET #7 BRASS PLUG STAMPED P.L.S. 29048*
 - FOUND RANGE POINT MONUMENT AS NOTED
 - ⊙ FOUND ** CHISELED IN CONCRETE
 - ⊚ FOUND MONUMENT AS NOTED
 - ⊛ WATER METER
 - ⊜ POWER POLE
- SUBJECT PROPERTY BOUNDARY
FENCE
OVERHEAD WIRES
CONCRETE SURFACE
PLAT: DIMENSIONS PER SUBDIVISION PLAT

BLOCK/MONUMENT DETAIL

SCALE: 1" = 40'



LAND SURVEY PLAT

4025 EAST 17TH AVENUE PARWAY
CITY AND COUNTY OF DENVER, COLORADO

NO	REVISION RECORD	DATE	BY
1			

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

LAND SURVEYING
ALTA/NSPS SURVEYS
TOPOGRAPHIC MAPS
CONSULTING SERVICES

JOB NO.: 24153
DRAWN: GP
CHECKED: REH
FIELD: JK
ISSUE DATE: 7-31-2024
SCALE: VARIES
FILE: P24153



Land Title Guarantee Company

Date: July 15, 2020

Subject: Attached Title Policy WILLIAM ACOSTA AND MICHAEL DENEEN for 4025 EAST 17TH AVENUE PARKWAY, DENVER, CO 80220

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title Guarantee Company be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, LAND TITLE INSURANCE CORPORATION, a Colorado corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - a. A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
(303)321-1880

Craig B. Rants, Senior Vice President



Land Title Insurance Corporation
P.O.Box 5645
Denver, Colorado 80217
(303)331-6296

John E. Freyer, Jr
President

AMERICAN
LAND TITLE
ASSOCIATION



Brianna Dowling, Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: P.O. Box 5645, Denver, Colorado 80217

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

This anti-fraud statement is affixed to and made a part of this policy.

Applies to policies in excess of \$500,000.00.

This Certificate is attached to and constitutes a part of The Title Insurance Policy of Land Title Insurance Corporation. In consideration of the premium paid under this policy, it is here by understood and agreed that OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY assumes liability under this policy for all loss in excess of \$500,000.00. In the event of any valid claim under this policy by reason of loss or damage insured against in excess of \$500,000.00, such excess loss shall be assumed and paid by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY in the same manner and to the same extent as if such excess loss had been insured by a policy of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. IN WITNESS WHEREOF the OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this certificate to be executed by its duly authorized officers.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary



Land Title Insurance Corporation
Schedule A

Order Number: K70665486

Policy No.: 70665486.2369081OX

Amount of Insurance: \$695,000.00

Property Address:

4025 EAST 17TH AVENUE PARKWAY, DENVER, CO 80220

1. Policy Date:

June 12, 2020 at 5:00 P.M.

2. Name of Insured:

WILLIAM ACOSTA AND MICHAEL DENEEN

3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:

A Fee Simple

4. Title to the estate or interest covered by this policy at the date is vested in:

WILLIAM ACOSTA AND MICHAEL DENEEN

5. The Land referred to in this Policy is described as follows:

LOT 8 AND THE WEST 18.30 FEET OF LOT 9, RESUBDIVISION OF LOT 1, BLOCK 24 HARTMAN'S ADDITION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Copyright 2006-2024 American Land Title Association. All Rights Reserved The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**AMERICAN
LAND TITLE
ASSOCIATION**



Land Title Insurance Corporation
(Schedule B)

Order Number: K70665486

Policy No.: 70665486.2369081OX

This policy does not insure against loss or damage by reason of the following:

1. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
2. 2020 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
3. MATTERS DISCLOSED ON IMPROVEMENT LOCATION CERTIFICATE ISSUED BY R.E. PORT LAND SURVEYING CERTIFIED FEBRUARY 11, 2015, JOB NO. 97-3457 INCLUDING, BUT NOT LIMITED TO CARRIAGE HOME AND CONCRETE PAD EXTENDING OVER THE LOT LINE AND INTO THE ALLEY AND FENCES. SAID DOCUMENT STORED AS OUR IMAGE [23673342](#).
4. DEED OF TRUST DATED JUNE 11, 2020, FROM WILLIAM ACOSTA AND MICHAEL DENEEN TO THE PUBLIC TRUSTEE OF DENVER COUNTY, COLORADO FOR THE USE OF UMB BANK, N.A. TO SECURE THE SUM OF \$695,000.00 RECORDED JUNE 12, 2020, UNDER RECEPTION NO. [2020079897](#).
5. STANDARD EXCEPTION 1 IS HEREBY DELETED.

Endorsement

Attached to Policy Number 70665486.2369081OX

Our Order Number 70665486

issued by Land Title Insurance Corporation

The Company hereby modifies the Policy as follows:

If there is a one-to-four family residential structure or condominium unit on the Land at Date of Policy, the Amount of Insurance shown in Schedule A will automatically increase by 10% on each of the first five anniversaries of the Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Land Title Insurance Corporation

By: LAND TITLE GUARANTEE COMPANY



By:
Craig B. Rants, Senior Vice President

Endorsement
Attached to Policy Number 70665486.2369081OX
Our Order Number 70665486
issued by Land Title Insurance Corporation

The effective Date of Policy is hereby changed from 06/12/2020 AT 5:00 P.M. to 07/26/2024 AT 5:00 P.M..

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:
NONE
2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.
WILLIAM ACOSTA AND MICHAEL DENEEN

Dated: JULY 26, 2024

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Land Title Insurance Corporation

By: LAND TITLE GUARANTEE COMPANY



By:
Craig B. Rants, Senior Vice President

EXHIBIT A LEGAL DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF THE 16 FOOT ALLEY, RESUBDIVISION OF LOT 1, BLOCK 24, HARTMAN'S ADDITION, LYING IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8, RESUBDIVISION OF LOT 1, BLOCK 24, HARTMANS ADDITION; THENCE N 89°39'36" E ALONG THE NORTH LINE OF SAID LOT 8 AND THE WEST 18.30 FEET OF LOT 9, RESUBDIVISION OF LOT 1, BLOCK 24, HARTMANS ADDITION, A DISTANCE OF 0.68 FEET TO THE POINT OF BEGINNING; THENCE N 00°23'21" W ON A LINE BEING PERPENDICULAR TO SAID NORTH LINE OF LOT 8, A DISTANCE OF 5.74 FEET; THENCE N 89°36'39" E ON A LINE BEING 5.74 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF LOT 8 AND THE WEST 18.30 FEET OF LOT 9, A DISTANCE OF 26.56 FEET; THENCE S 00°23'21" E ON A LINE BEING PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 5.74 FEET; THENCE S 89°36'39" W ALONG SAID NORTH LINE OF LOT 8 AND THE WEST 18.30 FEET OF LOT 9, RESUBDIVISION OF LOT 1, BLOCK 24, HARTMANS ADDITION, SAID LINE ALSO BEING THE NORTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 2020079896, A DISTANCE OF 26.56 FEET TO THE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINING 152 SQUARE FEET, MORE OR LESS.

CITY AND COUNTY OF DENVER,
STATE OF COLORADO.

BEARINGS ARE BASED UPON THE NORTH LINE OF LOT 8 AND THE WEST 18.30 FEET OF LOT 9, RESUBDIVISION OF LOT 1, BLOCK 24, HARTMAN'S ADDITION, ASSUMED TO BEAR N 89°36'39" E AS SHOWN HEREON.

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

Gillians

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

JOB NO.: 24153
DRAWN: GP
ISSUE DATE: 7-19-2024
FILE: pr24153

GORDON S. PAGE III
COLORADO P.L.S. 29048
FOR & ON BEHALF OF
GILLIANS LAND
CONSULTANTS
gpage@gillianslc.com



DIGITAL SIGNATURE

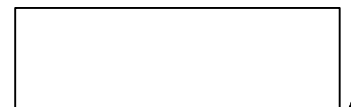


EXHIBIT A ILLUSTRATION

SHEET 2 OF 2

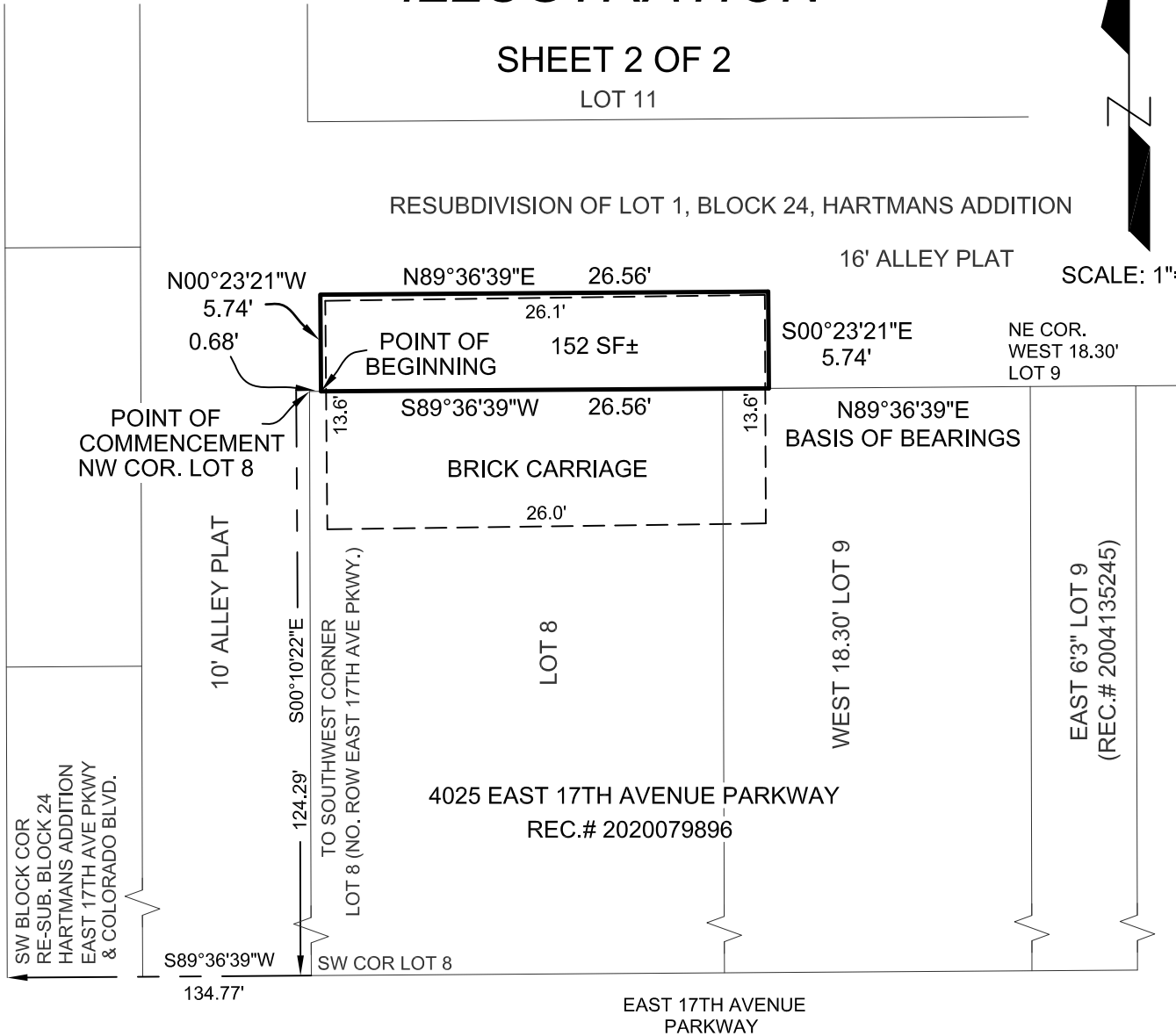
LOT 11



RESUBDIVISION OF LOT 1, BLOCK 24, HARTMANS ADDITION

16' ALLEY PLAT

SCALE: 1"=10'



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



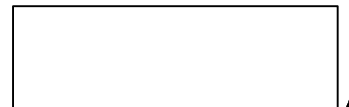
Gillians

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

JOB NO.: 24153
DRAWN: GP
ISSUE DATE: 7-19-2024
FILE: pr24153

GORDON S. PAGE III
COLORADO P.L.S. 29048
FOR & ON BEHALF OF
GILLIANS LAND
CONSULTANTS
gpage@gillianslc.com

DIGITAL SIGNATURE



2024-ENCROACHMENT-0000074-001

LOT 8 AND THE WEST 18.30 FEET OF LOT 9,
RESUBDIVISION OF LOT 1, BLOCK 24, HARTMAN'S ADDITION,
CITY AND COUNTY OF DENVER,
STATE OF COLORADO.

Tier III 4025 E 17th Ave Pkwy Carriage House

08/05/2024

Master ID: 2024-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000074 **Review Phase:**
Location: **Review End Date:** 05/31/2024

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: Melissa Woods
Reviewers Email: Melissa.Woods@denvergov.org

Status Date: 05/29/2024
Status: Approved
Comments:

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved w/Conditions

Reviewers Name: Tiffany Holcomb
Reviewers Email: Tiffany.Holcomb@denvergov.org

Status Date: 06/03/2024
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000074 Tier III 4025 E 17th Ave Pkwy Carriage House
Reviewing Agency/Company: Project Coordination
Reviewers Name: Tiffany Holcomb
Reviewers Phone: none
Reviewers Email: Tiffany.Holcomb@denvergov.org
Approval Status: Approved with conditions

Comments:
Any changes to the structure (renovations, additions, etc.) will need to be reviewed by the Residential Zoning and Building permit review team. Permits must be approved and issued before work can begin.

Status Date: 05/31/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review

Review Status: Approved

Reviewers Name: Scott Castaneda
Reviewers Email: Robert.Castaneda@denvergov.org

Status Date: 08/02/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000074 Tier III 4025 E 17th Ave Pkwy Carriage House
Reviewing Agency/Company: DOTI ROWS Survey
Reviewers Name: Robert Castaneda
Reviewers Phone: 7208791937
Reviewers Email: robert.castaneda@denvergov.org
Approval Status: Approved

Comment Report

Tier III 4025 E 17th Ave Pkwy Carriage House

08/05/2024

Master ID: 2024-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000074 **Review Phase:**
Location: **Review End Date:** 05/31/2024

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

Comments:

Status Date: 05/29/2024

Status: Denied

Comments: Date: 2024.05.29

Project: Tier III 4025 E 17th Ave Pkwy Carriage House

Project Record: 2024ENCROACHMENT74

Survey Reviewer: Scott Castaneda 720-879-1937 robert.castaneda@denvergov.org

Review status: Denied

1. Exhibit with legal description and illustration for encroachment not submitted. Please submit for review.
2. See all requirements for submitted documents per Encroachment Submittal Checklist:

www.denvergov.org/files/assets/public/v/3/doti/documents/permits/dotipt-105.3.2-encroachment_checklist.pdf

Reviewing Agency: DES Wastewater Review Review Status: Approved

Reviewers Name: Jim Turner

Reviewers Email: Jim.Turner@denvergov.org

Status Date: 05/13/2024

Status: Approved

Comments:

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

Status Date: 05/31/2024

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: 08/05/2024

Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000074 Tier III 4025 E 17th Ave Pkwy Carriage House

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:

Sign has been placed as requested. See attached photo

Attachment: 20240721_192720.jpg

Status Date: 05/28/2024

Status: Denied

Comments: The structure must include a reflective panel for visibility. Reflective Panel must be per MUTCD OM-3L (30"x12"),

2024-ENCROACHMENT-0000074

Comment Report

Tier III 4025 E 17th Ave Pkwy Carriage House

08/05/2024

Master ID: 2024-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000074 **Review Phase:**
Location: **Review End Date:** 05/31/2024

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

post mounted with bottom of sign 4 ft above alley surface per City and County of Denver Traffic Signal, Sign and Pavement Marking Standards standard drawing 16.2.5 Single Sign Post Mounting Details (see attached).

REDLINES Uploaded to E-review webpage

Reviewing Agency: ERA Wastewater Review Review Status: Approved

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

Status Date: 05/28/2024
Status: Approved
Comments: The encroaching structure has no adverse effect on existing sanitary and storm sewers.

Reviewing Agency: CenturyLink Referral Review Status: Approved

Status Date: 06/03/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000074 Tier III 4025 E 17th Ave Pkwy Carriage House
Reviewing Agency/Company: Lumen/ CenturyLink
Reviewers Name: VeShon Sheridan
Reviewers Phone: 804-234-6825
Reviewers Email: veshon.sheridan@lumen.com
Approval Status: Approved

Comments:
P861895- Qwest Corporation d/b/a CENTURYLINK, QC ("CenturyLink") has reviewed the request for the subject encroachment and has determined there are no CenturyLink facilities within the easement area as shown and/or described on the provided exhibits. It is the intent and understanding of CenturyLink that this encroachment shall not reduce our rights to any other existing easements or rights we have on this site or in the area.
This No objection response is submitted WITH THE STIPULATION that IF CenturyLink facilities are found and/or damaged within the area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Status Date: 05/31/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Xcel Referral Review Status: Approved

Status Date: 06/10/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000074 Tier III 4025 E 17th Ave Pkwy Carriage House
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy
Reviewers Name: Donna George
Reviewers Phone: 3035713306
Reviewers Email: Donna.L.George@xcelenergy.com
Approval Status: Approved

Comments:
Due to no changes being made and the structure being already in place.

Status Date: 06/03/2024
Status: Approved w/Conditions

Comment Report

Tier III 4025 E 17th Ave Pkwy Carriage House

08/05/2024

Master ID: 2024-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000074 **Review Phase:**
Location: **Review End Date:** 05/31/2024

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

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000074 Tier III 4025 E 17th Ave Pkwy Carriage House
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:
Please be aware that PSCo owns and operates existing overhead electric distribution facilities in this area. Bear in mind that per the National Electric Safety Code, 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.

Status Date: 05/31/2024
Status: Approved - No Response
Comments:

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

Status Date: 06/03/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000074 Tier III 4025 E 17th Ave Pkwy Carriage House
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:
The RTD engineering review has no exceptions to this project at this time.
This review is for Design concepts and to identify any necessary improvements to RTD stops and property affected by the design. This review of the plans does not eliminate the need to acquire, and/or go through the acquisition process of any agreements, easements or permits that may be required by the RTD for any work on or around our facilities and property.

Status Date: 05/31/2024
Status: Approved - No Response
Comments:

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

Status Date: 05/31/2024
Status: Approved - No Response
Comments:

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

Status Date: 05/31/2024
Status: Approved - No Response
Comments:

Comment Report

Tier III 4025 E 17th Ave Pkwy Carriage House

08/05/2024

Master ID: 2024-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000074 **Review Phase:**
Location: **Review End Date:** 05/31/2024

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

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

Status Date: 05/31/2024
Status: Approved - No Response
Comments:

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

Status Date: 05/31/2024
Status: Approved - No Response

Reviewing Agency: Building Department Review Review Status: Approved

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

Status Date: 05/10/2024
Status: Approved
Comments:

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

Reviewers Name: Nicholas Boschert
Reviewers Email: Nicholas.boschert@denvergov.org

Status Date: 05/30/2024
Status: Approved
Comments:

Reviewing Agency: Denver Fire Department Review Review Status: Approved

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

Status Date: 05/21/2024
Status: Approved
Comments:

Reviewing Agency: Denver Water Referral Review Status: Approved

Status Date: 06/03/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000074 Tier III 4025 E 17th Ave Pkwy Carriage House
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Approved

Comments:

Status Date: 05/31/2024
Status: Approved - No Response

Comment Report

Tier III 4025 E 17th Ave Pkwy Carriage House

08/05/2024

Master ID: 2024-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000074 **Review Phase:**
Location: **Review End Date:** 05/31/2024

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

Comments:

Reviewing Agency: Parks and Recreation Review

Review Status: Approved

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

Status Date: 05/30/2024
Status: Approved
Comments:

Reviewing Agency: Policy and Planning Referral

Review Status: Approved - No Response

Status Date: 05/31/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Denver Office of Disability Rights Referral

Review Status: Approved

Status Date: 06/03/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000074 Tier III 4025 E 17th Ave Pkwy Carriage House
Reviewing Agency/Company: DODR
Reviewers Name: Spencer Pocock
Reviewers Phone: 720-913-8411
Reviewers Email: Spencer.Pocock@denvergov.org
Approval Status: Approved

Comments:

Status Date: 05/31/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Construction Engineering Review

Review Status: Approved

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

Status Date: 05/30/2024
Status: Approved
Comments:

Reviewing Agency: TES Sign and Stripe Review

Review Status: Approved

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

Status Date: 05/29/2024
Status: Approved
Comments:

Comment Report

Tier III 4025 E 17th Ave Pkwy Carriage House

08/05/2024

Master ID: 2024-PROJMSTR-0000184 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000074 **Review Phase:**
Location: **Review End Date:** 05/31/2024

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 - No Response

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

Status Date: 05/31/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Landmark Review Review Status: Approved

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

Status Date: 05/09/2024
Status: Approved
Comments:

Reviewing Agency: CDOT Referral Review Status: Approved

Status Date: 06/03/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000074 Tier III 4025 E 17th Ave Pkwy Carriage House
Reviewing Agency/Company: CDOT
Reviewers Name: Eric B Vossenkemper
Reviewers Phone: 3037579921
Reviewers Email: eric.vossenkemper@state.co.us
Approval Status: Approved

Comments:
Does not affect CDOT on-system ROW. Proposed effort is approved as the location does not affect CDOT ROW.

Status Date: 05/31/2024
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: 05/31/2024
Status: Approved - No Response
Comments: