

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: _____

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:



DATE:

PRINT NAME:

TITLE:

COMPANY:

PERMIT SUBMITTAL CHECKLIST

FOR ENCROACHMENTS & ENCUMBRANCES IN THE PUBLIC RIGHT-OF-WAY
Any Submittal not meeting all minimum checklist criteria herein will be rejected as incomplete.

Encroachments shall be in accordance with:

- ☐ [Denver Revised Municipal Code \(DRMC\) Chapter 49, Streets, Sidewalks and Other Public Ways](#)
- ☐ [Rules and Regulations Governing Encroachments & Encumbrances in the Public Right-of-Way](#)
- ☐ [Transportation Standards and Details for the Engineering Division](#)

Application

- ☐ Signed by adjacent property owner as owner of Encroachment or authorized Special District representative

Evidence of Adjacent Property Ownership & Parcel Land Description

Required for all Encroachment Permit Applications

- ☐ Current Title Work/Warranty Deed confirming ownership and parcel land description for adjacent property
- ☐ Parcel Land Description in Word format

Land Description sealed and signed by a Professional Land Surveyor licensed in Colorado

Required for Tier II Underground Encroachments and all Tier III Encroachments (can be submitted after 1st review)

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

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

GENERAL

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

PLAN VIEW

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

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

City and County of Denver Department of Transportation & Infrastructure

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

www.denvergov.org/doti

Phone: 720-913-3003



- ☐ Distance from Encroachment to any other Streetscape feature/obstruction in the vicinity
- ☐ Distance from property line to back of curb
- ☐ Electrical service alignment, electrical connection location, and voltage/amps
- ☐ No proposed Encroachments located in the intersection clear zone per Transportation Std. Dwg. 7.9

ELEVATION OR CROSS-SECTION VIEWS

- ☐ Location and size of Encroachment – Show and dimension limits of both above and below ground elements
- ☐ Existing and final grade
- ☐ Existing utilities and their size and depth
- ☐ Vertical height/clearance of the Encroachment from finish grade

DETAIL SHEET(S)

- ☐ Manufacturer's and/or construction detail(s)
- ☐ Referenced City detail(s) by drawing number on the appropriate plan and elevation view(s)
- ☐ Office of the Forester's (OCF) tree protection detail and notes
- ☐ Special, non-standard, or modified City details

STRUCTURAL PLANS ☐ Not Applicable

- ☐ Structural plans
- ☐ Manufacturers certification

ADDITIONAL REQUIRED MATERIAL(S) ☐ Not Applicable

- ☐ Approval from applicable reviewing authorities (e.g. design review district, floodplain, Arts & Venues)
- ☐ For properties sharing the Encroachment, appropriate legal documentation for review by the City

COMMENT RESOLUTION SHEET(S) IF APPLICABLE ☐ Not Applicable for 1st Submittal

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

Fees:

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

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

Attestation:

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

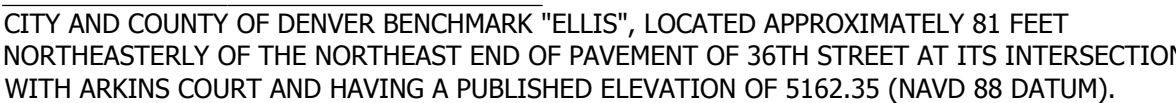
SIGNATURE: _____ DATE: _____
PRINT NAME: _____ EMAIL: _____
COMPANY: _____ PHONE: _____

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

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

Form Date 1/2/2024

LOTS 15-20 AND SOUTHWESTERLY 18-INCHES OF LOT 14, BLOCK 9, FIRST ADDITION TO IRONTON, CITY AND COUNTY OF DENVER, STATE OF COLORADO
LOCATED AT 3700 DELGANY ST, DENVER, CO 80216



EXISTING

STORM SEWER INLET

STORM SEWER FLARED END SECTION

STORM SEWER HEADWALL

UNDERGROUND ELECTRIC

OVERHEAD ELECTRIC

UTILITY POLE

STREET LIGHT

CABLE TV SERVICE

TELECOM SERVICE

FIBER OPTIC SERVICE

NATURAL GAS SERVICE

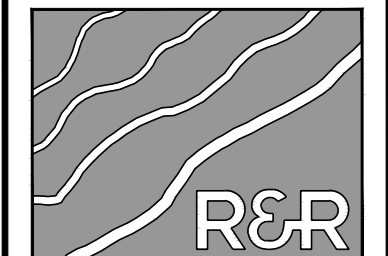
PROPOSED

TREE LINE

SANITARY SEWER TO BE DEMOLISHED

TREE LINE

NO.	REVISION	BY	DATE



ENGINEERS
SURVEYORS

ENGINEERS-SURVEYORS, INC.
EST 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
PHONE: 303-753-6730

WWW.RRENGINEERS.COM

THE HUDSON
3700 DELGANY STREET
DENVER, CO 80202

THE HUDSON
3700 DELGANY STREET
DENVER, CO 80202

SITE ADDRESS:

PREPARED FOR:

EXHIBIT DOCUMENTS

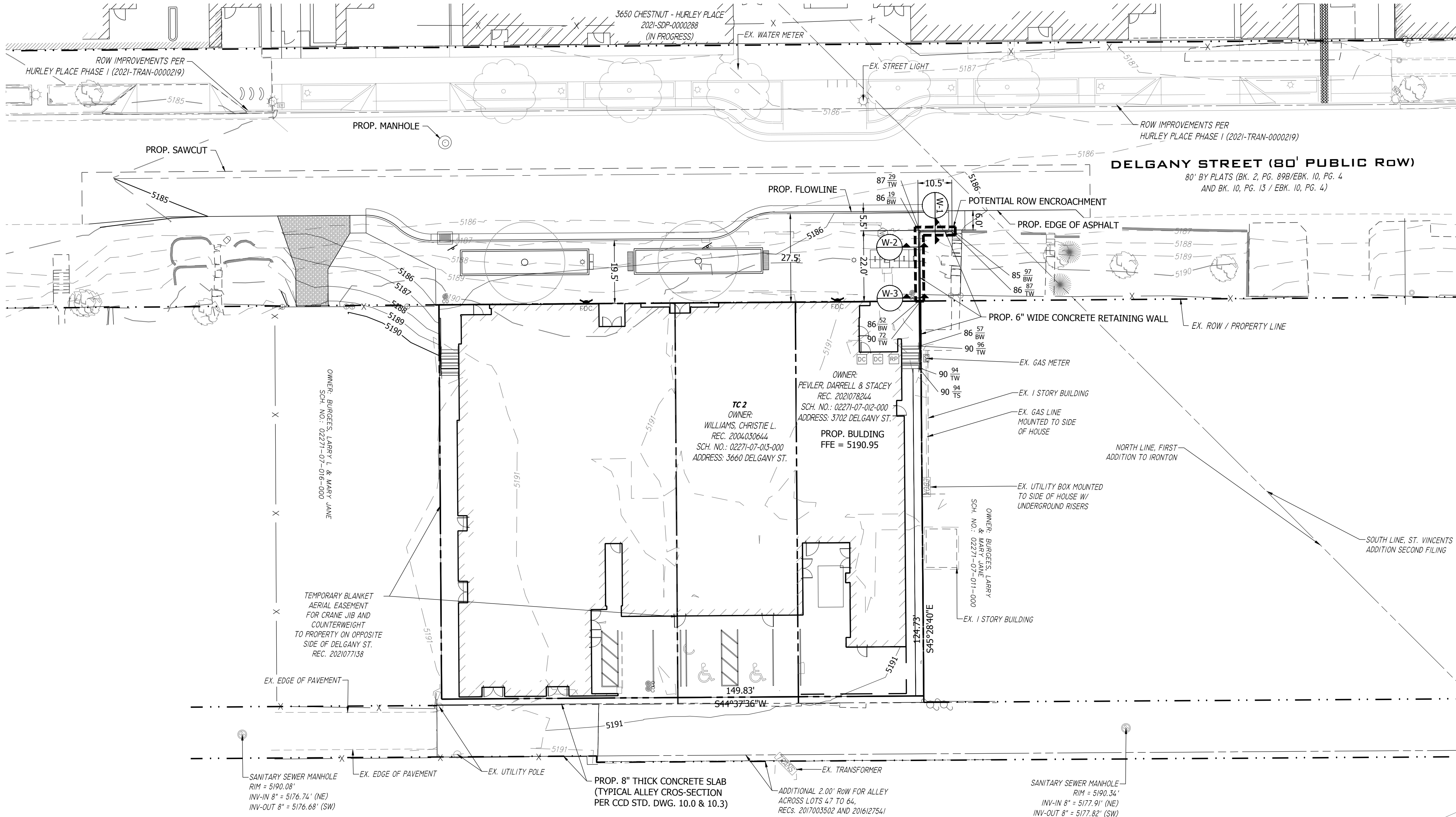
JOB NO.	EC22159		
ORG. SUBM. DATE	06/04/24		
DWN:	MAD	CHKD:	ESJ
NAME			

EXISTING
CONDITIONS
EXHIBIT

NO. **C1.0**

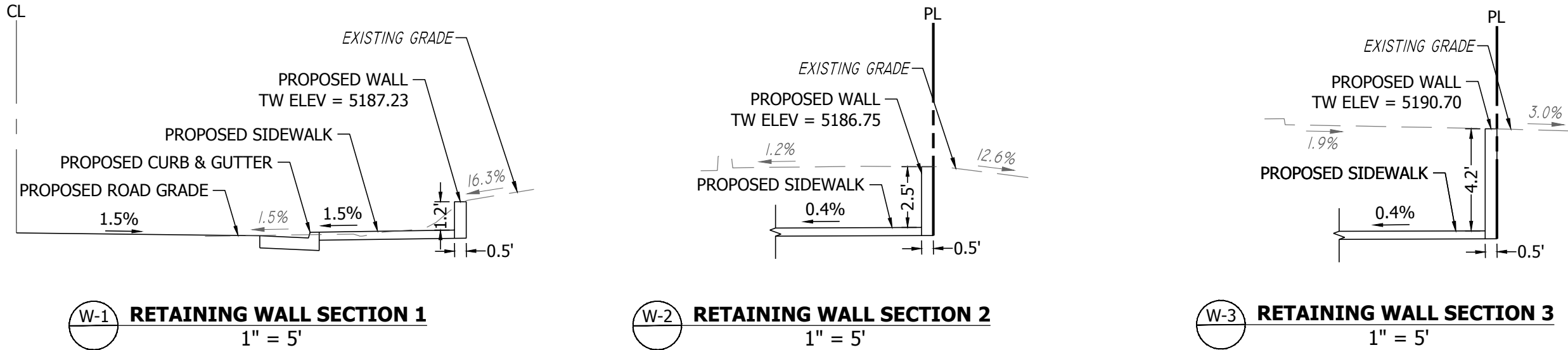
2022-PROJMASTER-0000587
THE HUDSON

LOTS 15-20 AND SOUTHWESTERLY 18-INCHES OF LOT 14, BLOCK 9, FIRST ADDITION TO IRONTON, CITY AND COUNTY OF DENVER, STATE OF COLORADO
LOCATED AT 3700 DELGANY ST, DENVER, CO 80216



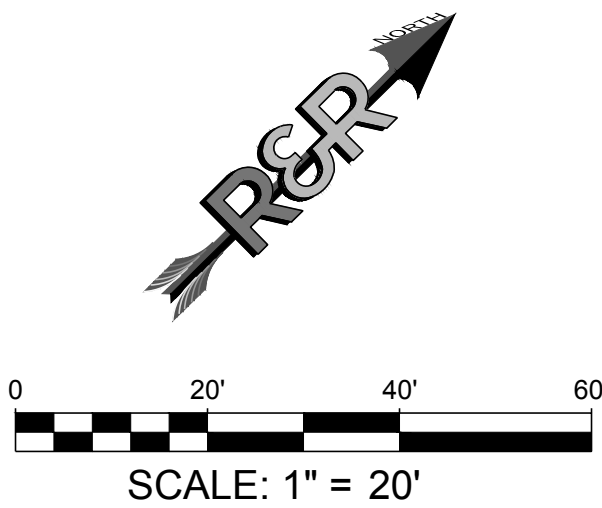
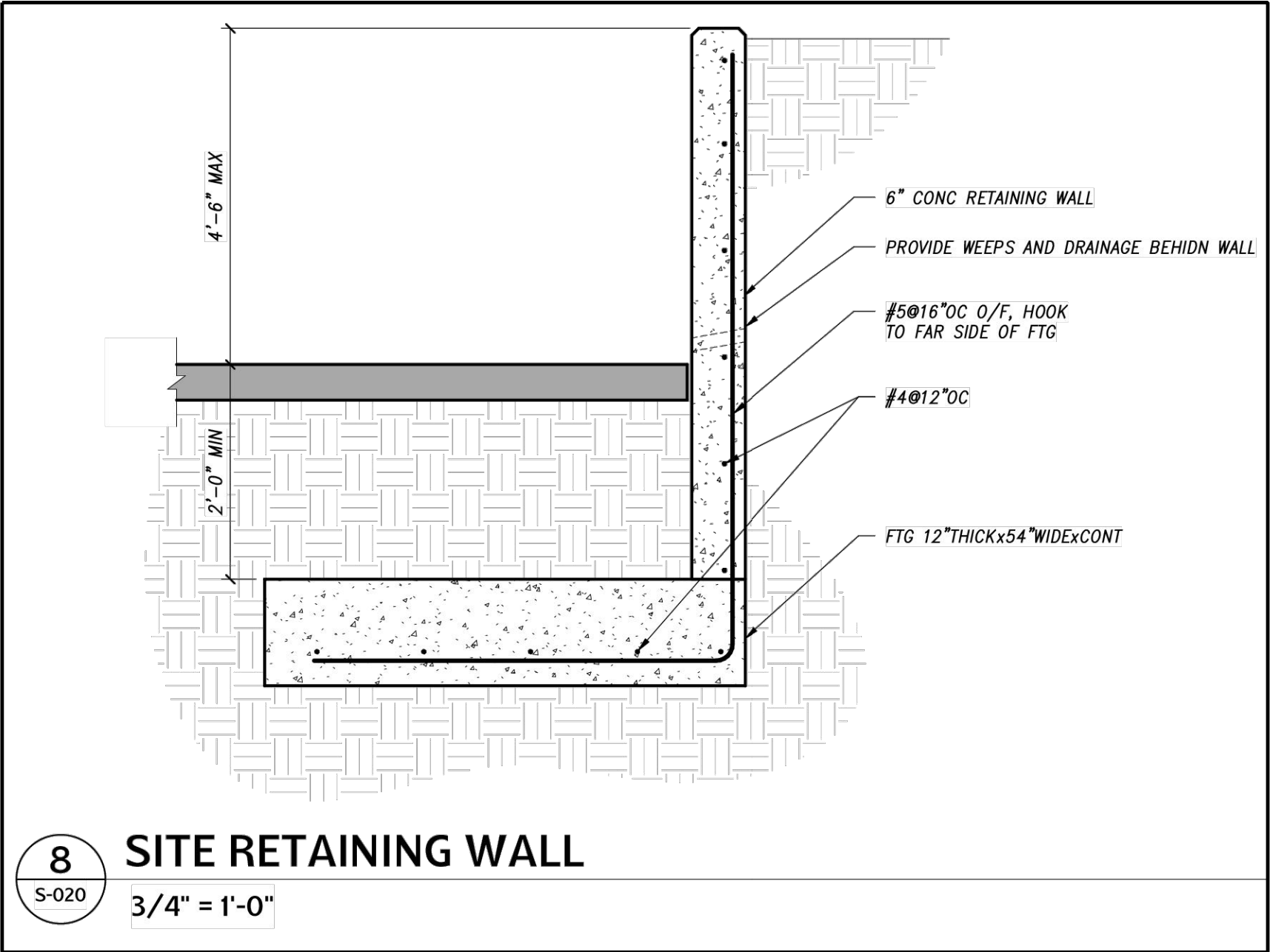
LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY LINE	---
---	LOT LINE	---
---	RIGHT OF WAY	---
---	CENTERLINE	---
---	FENCE LINE	---
---	EASEMENT	---
---	EDGE OF PAVEMENT	---
---	VERTICAL CURB AND GUTTER	---
---	MOUNTABLE CURB AND GUTTER	---
---	SPILL GUTTER	---
---	TRANSITION GUTTER	---
---	CONCRETE SIDEWALK	---
---	HANDICAP PARKING	---
---	SIGHT TRIANGLE	---
---	WATER METER	---
---	WATER VALVE	---
---	FIRE HYDRANT	---
---	SANITARY MANHOLE	---
---	SANITARY CLEANOUT	---
---	STORM SEWER MANHOLE	---
---	STORM SEWER INLET	---
---	UTILITY POLE	---
---	STREET LIGHT	---
---	TREE	---



BASIS OF BEARINGS (CCD LOCAL PROJECTION):
BEARINGS ARE BASED ON THE NORTHWEST LINE OF THE 16 FEET WIDE PLATTED PUBLIC ALLEY THROUGH BLOCK 9, FIRST ADDITION TO IRONTON AND BLOCK 40, ST. VINCENTS ADDITION SECOND FILING, HAVING A BEARING OF NORTH 44° 37' 36" EAST AS REFERENCED TO THE CITY AND COUNTY OF DENVER LOCAL PROJECTION AND COORDINATE SYSTEM. SAID LINE IS MONUMENTED AT THE SOUTH CORNER OF LOT 32, SAID BLOCK 9, BY A 2" CLOSED PIPE WITH DIVOT, AND AT THE EAST CORNER OF LOT 1, SAID BLOCK 40, BY A 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED "PLS 38158".

BENCHMARK
CITY AND COUNTY OF DENVER BENCHMARK "ELLIS", LOCATED APPROXIMATELY 81 FEET NORTHEASTERLY OF THE NORTHEAST END OF PAVEMENT OF 36TH STREET AT ITS INTERSECTION WITH ARKINS COURT AND HAVING A PUBLISHED ELEVATION OF 5162.35 (NAVD 88 DATUM).



BY DATE

REVISION

NO.

R&R ENGINEERS-SURVEYORS, INC.
1635 WEST 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
PHONE: 303-753-6730

WWW.RRENGINEERS.COM

THE HUDSON
3700 DELGANY STREET
DENVER, CO 80216

SITE ADDRESS:
3700 DELGANY STREET
DENVER, CO 80216

PREPARED FOR:

EXHIBIT DOCUMENTS

JOB NO. EC22159
ORG. SUBM. DATE 06/04/2024
DWN: MAD CHKD: RSD
NAME

POTENTIAL ROW ENCROACHMENT EXHIBIT

NO. C1.1

**EXHIBIT A
LAND DESCRIPTION**

2024-ENCROACHMENT-0000097-002

A PARCEL OF LAND BEING IN THE 80 FOOT PUBLIC RIGHT-OF-WAY OF DELGANY STREET, AS SHOWN ON PLATS RECORDED AT BOOK 2, PAGE 89B AND BOOK 10, PAGE 13 IN TO OFFICE OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER.

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RANGE POINT IN THE INTERSECTION OF DELGANY STREET AND 38TH STREET, MONUMENTED BY THE NORTHWEST OF 2 FOUND MAG NAILS, WHENCE THE 20 FOOT RANGE LINE IN DELGANY STREET IS ASSUMED TO BEAR SOUTH 44°33'36" WEST, AND IS CALCULATED BY FOUND ACCESSORY MONUMENTS AT THE INTERSECTION OF DELGANY STREET AND 36TH STREET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 36°11'40" WEST, A DISTANCE OF 412.41 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID DELGANY RIGHT-OF-WAY, SAME BEING THE NORTHWESTERLY LINE OF LOT 14, BLOCK 9, FIRST ADDITION TO IRONTON, AND THE **POINT OF BEGINNING**;

THENCE ON SAID RIGHT-OF-WAY LINE SOUTH 44°33'36" WEST, A DISTANCE OF 1.50 FEET;
THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 45°28'27" WEST, A DISTANCE OF 22.50 FEET;
THENCE NORTH ON A LINE 22.50 FEET NORTHWEST OF AND PARALLEL WITH SAID RIGHT-OF-WAY LINE, NORTH 44°33'36" EAST, A DISTANCE OF 11.51 FEET;
THENCE SOUTH 45°26'24" EAST, A DISTANCE OF 1.50 FEET;
THENCE ON A LINE 21.00 FEET NORTHWEST OF AND PARALLEL WITH SAID RIGHT-OF-WAY LINE, SOUTH 44°33'36" WEST, A DISTANCE OF 10.01 FEET;
THENCE SOUTH 45°28'31" EAST, A DISTANCE OF 21.00 FEET, TO SAID RIGHT-OF-WAY LINE AND THE **POINT OF BEGINNING**,

CONTAINING A CALCULATED AREA OF 49 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

BASIL MICAH HANSON, P.L.S.
COLORADO REG. NO. 38020
FOR AND ON BEHALF OF
R&R ENGINEERS-SURVEYORS, INC.



EXHIBIT A

BEING A PART OF THE NORTHEAST QUARTER OF OF SECTION 22,
TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY AND COUNTY OF DENVER, STATE OF COLORADO

POINT OF COMMENCEMENT
FOUND 2 MAG NAILS 0.22' APART
HELD NW NAIL THAT MATCHED
38TH STREET RANGE LINE
DISTANCE SHOWN ON PRIOR
SURVEYS OF RECORD

DELGANY STREET (80' PUBLIC ROW)
80' BY PLATS (BK. 2, PG. 89B/EBK. 10, PG. 4
AND BK. 10, PG. 13 / EBK. 10, PG. 4)

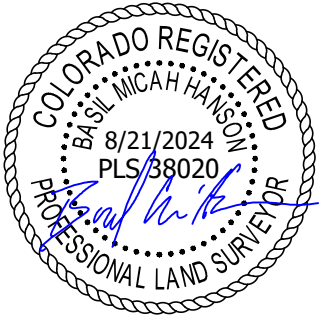
920.12'(M)
S44°33'36"W (M) (BETWEEN 36TH AND 38TH)

36TH STREET RANGE POINT
NOT FOUND, CALCULATED
FROM PRIOR SURVEYS AND
FOUND REFERENCE
MONUMENTS

N44°33'36"E 11.51'
S45°26'24"E 1.50'
S44°33'36"W 10.01'
S45°28'31"E 21.00'
N45°28'27"W 22.50'
49 SQ FT
0.001 ACRE

POINT OF BEGINNING

BLOCK 9
FIRST ADDITION TO IRONTON



0' 20'
SCALE: 1"=20'

NOTE
This map is to depict the
accompanying description and
is for informational purposes
only. It does not represent a
monumented land survey.

ENCROACHMENT EXHIBIT

REVISIONS

Orig. Issue Date:	6/26/2024	Sheet	2
Drawn By:	MJP		
Checked By:	BMH	of	
Project No.	EC22159		2



R&R ENGINEERS-SURVEYORS, INC.
1635 W. 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
303-753-6730
www.rrengineers.com



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND70841035-3**

Date: **12/24/2024**

Property Address: **3702, 3660, 3650 DELGANY ST, Denver, CO 80216**

For Closing Assistance

For Title Assistance

David Knapp
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4174 (Work)
dknapp@ltgc.com

REAL ESTATE GARAGE
Attention: STEVEN FERRIS
(303) 435-5393 (Work)
sferris@realestategarage.net
Delivered via: Electronic Mail

ELEVATE COMPANIES INC.
Attention: EVAN KESNER
(970) 646-1930 (Cell)
evan@elevatecos.com
Delivered via: Electronic Mail

ELEVATE COMPANIES INC.
Attention: BRADLEY EIDE
bradley@elevatecos.com
Delivered via: Electronic Mail

Surveyor
R&R ENGINEERS-SURVEYORS INC
Attention: TREVOR SMITH
trevor.smith@rrengineers.com
Delivered via: Electronic Mail

Surveyor
R&R ENGINEERS-SURVEYORS INC
Attention: TIM STACKHOUSE
tstackhouse@rrengineers.com
Delivered via: Electronic Mail

LTGC Account Representative
LAND TITLE GUARANTEE COMPANY
Attention: LUKE DAVIDSON
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 321-1880 (Work)
(303) 393-4912 (Work Fax)
ldavidson@ltgc.com
Delivered via: Electronic Mail

R&R ENGINEERS SURVEYORS INC
Attention: ROB DEVENNEY
1635 W 13TH AVE, SUITE 310
DENVER, CO 80204
(609) 915-4094 (Cell)
(303) 753-6730 (Work)
(720) 390-5525 (Work)
rdevenney@rrengineers.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: RND70841035-3

Date: 12/24/2024

Property Address: 3702, 3660, 3650 DELGANY ST, Denver, CO 80216

Seller(s): ECI SRC HUDSON LLC, A WYOMING LIMITED LIABILITY COMPANY

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-30-21 Reissue Rate	TBD
TOTAL	TBD

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[Denver county recorded 06/12/2023 under reception no. 2023055232](#)

[Denver county recorded 06/12/2023 under reception no. 2023055233](#)

[Denver county recorded 06/12/2023 under reception no. 2023055236](#)

Plat Map(s):

[Denver county recorded 06/08/1881 at book 2 page 89B](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND70841035-3

Property Address:

3702, 3660, 3650 DELGANY ST, Denver, CO 80216

1. Commitment Date:

12/19/2024 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 07-30-21 Reissue Rate
Proposed Insured:
A BUYER TO BE DETERMINED

TBD

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

ECI SRC HUDSON LLC, A WYOMING LIMITED LIABILITY COMPANY

5. The Land is described as follows:

PARCEL A:

ALL OF LOT NUMBERED FIFTEEN (15) AND THE NORTH-EAST ONE-HALF OF LOT NUMBERED SIXTEEN (16) AND THE SOUTH-WEST EIGHTEEN INCHES OF LOT NUMBERED FOURTEEN (14) IN BLOCK NUMBERED NINE (9) FIRST ADDITION TO IRONTON, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

LOT 17 AND THE SOUTHWESTERLY 1/2 OF LOT 16, BLOCK 9, FIRST ADDITION TO IRONTON, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

LOTS 18, 19 AND 20, BLOCK 9, FIRST ADDITION TO IRONTON, CITY AND COUNTY OF DENVER, STATE OF COLORADO;
EXCEPT THE SOUTHWESTERLY 1.50 FEET OF SAID LOT 20 AS CONVEYED BY QUITCLAIM DEED RECORDED JUNE 27, 2024 UNDER RECEPTION NO. [2024059213](#).

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: RND70841035-3

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. RELEASE OF DEED OF TRUST DATED JUNE 12, 2023 FROM ECI SRC HUDSON LLC, A WYOMING LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DENVER COUNTY FOR THE USE OF STORMFIELD SPV I, LLC TO SECURE THE SUM OF \$3,120,000.00 RECORDED JUNE 12, 2023, UNDER RECEPTION NO. [2023055238](#).

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED JUNE 12, 2023, UNDER RECEPTION NO. [2023055239](#).

2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR ECI SRC HUDSON LLC, A WYOMING LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

3. WARRANTY DEED FROM ECI SRC HUDSON LLC, A WYOMING LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: STATEMENT OF AUTHORITY FOR ECI SRC HUDSON LLC, A WYOMING LIMITED LIABILITY COMPANY RECORDED JUNE 12, 2023 UNDER RECEPTION NO. [2023055234](#) DISCLOSES BRADLEY F. EIDE AS AUTHORIZED SIGNATOR WHO MAY ACQUIRE, CONVEY, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70841035-3

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.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that 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 encroachment, encumbrance, 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 the 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (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.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 20180015, SERIES OF 2018 RECORDED FEBRUARY 14, 2018 UNDER RECEPTION NO. [2018017391](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL CONSTRUCTION EASEMENT AGREEMENT RECORDED APRIL 21, 2021 UNDER RECEPTION NO. [2021077138](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DENVER ASSESSOR'S PARCEL RECONFIGURATION FORM RECORDED AUGUST 27, 2024 UNDER RECEPTION NO. [2024080559](#).



ALTA Commitment For Title Insurance

issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in item 5 of Schedule A and affixed 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, Commitment terminates and the Company's liability and obligation end.

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

(g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

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
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

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

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Land Title Guarantee Company

Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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.

Note: Effective September 1, 1997, CRS 30-10-406 requires 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 any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

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

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

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

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

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

Note: 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.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Tier III 3700 Delgany Retaining Wall

01/08/2025

Master ID: 2022-PROJMSTR-0000587 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000097 **Review Phase:**
Location: **Review End Date:** 07/31/2024

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: Christopher Mueller
Reviewers Email: Christopher.Mueller@denvergov.org

Status Date: 11/27/2024
Status: Approved
Comments:

Status Date: 08/01/2024
Status: Denied
Comments: Denied on behalf of this critical reviewer. This is still under review. Please contact the reviewer to resolve.

Status Date: 08/01/2024
Status: Approved - No Response
Comments:

Reviewing Agency: DS Project Coordinator Review

Review Status: Approved w/Conditions

Reviewers Name: Sarah Kaplan
Reviewers Email: Sarah.Kaplan@denvergov.org

Status Date: 01/08/2025
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000097 Tier III 3700 Delgany Retaining Wall
Reviewing Agency/Company: CPD - Site Design & Neighborhood Development, Project Coordination
Reviewers Name: Sarah Kaplan
Reviewers Phone: 7208652991
Reviewers Email: sarah.kaplan@denvergov.org.
Approval Status: Approved with conditions

Comments:
Project Coordinator does not take exception with the approval of the Encroachment Permit so long as the proposed retaining wall is shown consistently within the SDP Record and the Encroachment Record # is cited throughout 2022PM0000587 SDP (2023-SDP-0000174).

Status Date: 07/30/2024
Status: Denied
Comments: Encroachment Permit Plans must be consistent with SDP Plan Set.

Reviewing Agency: Survey Review

Review Status: Approved

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

Status Date: 11/18/2024
2024-ENCROACHMENT-0000097

Comment Report

Tier III 3700 Delgany Retaining Wall

01/08/2025

Master ID: 2022-PROJMSTR-0000587 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000097 **Review Phase:**
Location: **Review End Date:** 07/31/2024

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

Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000097 Tier III 3700 Delgany Retaining Wall
Reviewing Agency/Company: DOTI ROWS Survey
Reviewers Name: Robert Castaneda
Reviewers Phone: 7208791937
Reviewers Email: robert.castaneda@denvergov.org
Approval Status: Approved

Comments:

Status Date: 07/31/2024

Status: Denied

Comments: See red lines.

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

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

Status Date: 07/31/2024

Status: Approved

Comments:

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

Status Date: 08/01/2024

Status: Approved - No Response

Comments:

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

Status Date: 08/14/2024

Status: Approved

Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000097 Tier III 3700 Delgany Retaining Wall
Reviewing Agency/Company: CenturyLink/Lumen
Reviewers Name: Varina Hoopes
Reviewers Phone: 4075926104
Reviewers Email: Varina.Hoopes@lumen.com
Approval Status: Approved

Comments:

After review, Lumen does not have facilities within the boundaries of this project. Lumen recommends that locates are done for all facilities to ensure safety and protection of all facilities during construction.

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

Status Date: 08/01/2024

Status: Approved - No Response

Comments:

Comment Report

Tier III 3700 Delgany Retaining Wall

01/08/2025

Master ID: 2022-PROJMSTR-0000587 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000097 **Review Phase:**
Location: **Review End Date:** 07/31/2024

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

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

Status Date: 08/12/2024
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000097 Tier III 3700 Delgany Retaining Wall
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 natural gas and electric facilities in this area. Please contact Colorado 811 for locates before excavating. Use caution and hand dig when excavating within 18-inches of each side of the marked facilities. Please be aware that all risk and responsibility for this request are unilaterally that of the Applicant/Requestor.

Status Date: 08/01/2024
Status: Denied
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000097 Tier III 3700 Delgany Retaining Wall
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: Denied

Comments:
Please show the existing natural gas and underground electric facilities on Sheet C1.1 in relation to the planned retaining wall.

Status Date: 08/01/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/01/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/01/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/01/2024
Status: Approved - No Response
Comments:

Comment Report

Tier III 3700 Delgany Retaining Wall

01/08/2025

Master ID: 2022-PROJMSTR-0000587 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000097 **Review Phase:**
Location: **Review End Date:** 07/31/2024

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: 08/01/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/01/2024
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: 07/25/2024
Status: Approved
Comments:

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

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

Status Date: 07/29/2024
Status: Approved
Comments:

Reviewing Agency: Denver Fire Department Review Review Status: Approved

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

Status Date: 07/24/2024
Status: Approved
Comments:

Reviewing Agency: Denver Water Referral Review Status: Approved

Status Date: 08/27/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000097 Tier III 3700 Delgany Retaining Wall
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 08/26/2024.

Status Date: 08/01/2024

Comment Report

Tier III 3700 Delgany Retaining Wall

01/08/2025

Master ID: 2022-PROJMSTR-0000587 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000097 **Review Phase:**
Location: **Review End Date:** 07/31/2024

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

Status: Denied
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000097 Tier III 3700 Delgany Retaining Wall
Reviewing Agency/Company: Denver Water
Reviewers Name: Kela Naso
Reviewers Phone: 0000000000
Reviewers Email: kela.naso@denverwater.org
Approval Status: Denied

Comments:
The retaining wall appears to be on top of water service lines, the retaining wall cannot be placed on top of the water services.

Status Date: 08/01/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Parks and Recreation Review Review Status: Approved

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

Status Date: 07/30/2024
Status: Approved
Comments:

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

Status Date: 08/01/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/01/2024
Status: Approved
Comments: PWPRS Project Number: 2024-ENCROACHMENT-0000097 Tier III 3700 Delgany Retaining Wall
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: 08/01/2024
Status: Approved - No Response
Comments:

Reviewing Agency: Construction Engineering Review Review Status: Approved

Comment Report

Tier III 3700 Delgany Retaining Wall

01/08/2025

Master ID: 2022-PROJMSTR-0000587 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000097 **Review Phase:**
Location: **Review End Date:** 07/31/2024

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

Reviewers Name: Porames Saejiw
Reviewers Email: Joe.Saejiw@denvergov.org
Status Date: 07/23/2024
Status: Approved
Comments:
1. Prior to the solicitation of bids or proposals from general contractors, the developer of this project is strongly encouraged to schedule an office meeting with the Right-of-Way Services Construction Inspections team (303) 446-3469 to discuss the project's installation of City Approved Plans for Traffic Closures, Row Items and Landscaping and the associated ROW permit fees that will need to be paid by the selected general contractor.

2. A 5ft min unobstructed pedestrian path must be present after construction.

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

Status Date: 08/01/2024
Status: Approved - No Response
Comments:

Reviewing Agency: City Forester Review **Review Status:** Approved - No Response

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

Status Date: 08/01/2024
Status: Approved - No Response
Comments:

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

Status Date: 07/12/2024
Status: Approved - No Response
Comments:

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

Status Date: 08/01/2024
Status: Approved
Comments:
PWPRS Project Number: 2024-ENCROACHMENT-0000097 Tier III 3700 Delgany Retaining Wall
Reviewing Agency/Company: CDOT
Reviewers Name: Eric B Vossenkemper
Reviewers Phone: 3037579921
Reviewers Email: eric.vossenkemper@state.co.us
Approval Status: Approved

Comment Report

Tier III 3700 Delgany Retaining Wall

01/08/2025

Master ID: 2022-PROJMSTR-0000587 **Project Type:** Tier III Encroachment Resolution
Review ID: 2024-ENCROACHMENT-0000097 **Review Phase:**
Location: **Review End Date:** 07/31/2024

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

Comments:

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

Status Date: 08/01/2024

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: 08/01/2024

Status: Approved - No Response

Comments: