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: Kroenke Sports & Entertainment

Contact Name: Matt Mahoney

Property Address: 1000 Chopper Circle, Denver, CO 80204

Billing Address: 1000 Chopper Circle, Denver, CO 80204

Phone: (303) 807-7592 Email: matt.mahoney@teamkse.com

PRIMARY CONTACT:

☐ *Check if the same as Adjacent Property Owner*

Company Name: Martin/Martin, Inc.

Contact Name: Melyssa Hatzell Aaron Marshall

Address: 12499 W Colfax Avenue, Lakewood, CO 80215

Phone: (303) 431-7592 Email: amarshall@martinmartin.com

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

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ENCROACHMENT INFORMATION:

Project Name:	Ball Arena Master Plan and Speer Bridge Concept
Adjacent Property Address:	1507 11th St., Denver, CO 80204
Coordinates (Lat/Long):	39°44'57"N 105°00'18"W
Encroachment Area, in SF:	31,647 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:*

2022-PM-0000184

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.)*

Encroachment is located across the Speer Blvd Right-of-Way northwest of the intersection of Blake St/Auraria Pkwy and southeast of the intersection of Wewatta St/Chopper Cir. The width of the encroachment area is approximately 169 feet and will cross the entire Speer Blvd Right-Of-Way.

Description of Encroachment:

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

The proposed encroachment is a pedestrian crossing over Speer Boulevard. The bridge is an opportunity to provide much needed connection between the vibrant future KSE Redevelopment district and the historic Lower Downtown neighborhood. The bridge design consists of three primary components:
1.A 5% max slope ramp and stair in an existing parking lot adjacent to the existing downtown children's playground.
2.A suspended bridge spanning across Speer Blvd.
3.Entry into an elevated promenade through Phase 1 of the KSE Redevelopment leading to Ball Arena and a stair connecting down to Speer Blvd sidewalk.

Item #2 of the proposed crossing is subject to the encroachment into the ROW. The suspended bridge is held by an arch and cables connecting to a series of beams below the bridge deck. The bridge deck itself is curved, and splayed into two paths with an elliptical opening between the paths. The area of encroachment is defined by minimum 20ft offset from the extents of the bridge. The result is a single area approximately 169 ft in width across the entire Speer Blvd ROW.

Additionally, the elevated helix ramp located and sitting wall on the northeast landing side of the bridge encroaches into the Speer Blvd Right-of-Way by a maximum distance of approximately 9.25 ft. The sitting wall and elevated helix ramp do not intrude on the Speer Right-of-Way pedestrian access route. The elevated helix ramp is approximately 7.6 ft above the proposed finished grade.

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.

The redevelopment's ability to stitch together its adjacent neighborhood is contingent on a safe, pedestrian focused crossing of Speer Blvd. Wynkoop Crossing will be the spark that ignites the development of the KSE Redevelopment. This crossing connects the site to downtown, creates a safe crossing for event guests, and creates a new destination in downtown Denver. The Proposed Bridge's Goals Include:

•Improved pedestrian and multi-modal experience and safety across and surrounding Speer Blvd.
•Maintain Ball Arena location as an area of city activation.
•Promote design excellence through elevation of iconic design and provide opportunities for local cultural and artistic programs.
•Connect and integrate with nearby districts goals and visioning such as AHEC, 5280 Trail, Outdoor Downtown Plan & Strategy, etc.
•Provide universal accessibility for any at-grade, underpass, and/or overhead crossing improvements.
•Connect directly to signature places, venues, and destinations
•Activate intersections along Auraria Pkwy and Speer Blvd (Eyes on the street concept)
•Improve the connectivity and experience between the Cherry Creek path to the Arena, and LoDo

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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: Matt Mahoney **DATE:** 4/7/26

PRINT NAME: Matt Mahoney **TITLE:** SVP Development

COMPANY: Kroenke Sports & Entertainment