

## DENVER ASSESSOR'S PARCEL RECONFIGURATION FORM

(up to 4 new parcels maximum)

PLEASE READ ATTACHED INFORMATION SHEET

☒ SPLIT☐ COMBINATIONDate: 10/13/2017

## 1. PROVIDE SCHEDULE NUMBER FOR PARCEL(S) AND OWNER INFORMATION

Current Schedule Number(s): 01291290190000Owner/Entity Name: DIANE WATTS

Additional Owner Name: \_\_\_\_\_

Email Address: WATTSREAL@AOL.COMMailing Address: 1985 YANK CT GOLDEN, CO 80401Telephone Number: 303-564-9288

† Owner may provide email address and we will send new parcel records (new schedule numbers and legal descriptions) after they've been established. Please note: values and land area will not be available until the process has been completed by the appraisal staff.

## 2. ATTACH CURRENT &amp; NEW LEGAL DESCRIPTIONS OR IMPROVEMENT SURVEY PLAT\*

\*Improvement Survey Plat must contain current and new legal descriptions

\*Improvement Survey Plat must be recorded along with this form and in ORIGINAL PLAT SIZE

\*An Improvement Survey Plat is not required for a combination request, but the owner must supply the legal description for the end-result combined parcel, in addition to legal descriptions for existing parcels.

## 3. LIST ADDRESSES AS ISSUED BY DENVER'S ADDRESSING GROUP

Please Note: Assessor's Office will not process reconfiguration request without assigned addresses from Public Works Right of Way Section.

All new parcels, including separated Garage Parcels, require valid addresses assignments.

Address 1: 3551 OLIVE ST.

Address 5 (Garage): \_\_\_\_\_

Address 2: 3555 OLIVE ST.

Address 6 (Garage): \_\_\_\_\_

Address 3: \_\_\_\_\_

Address 7 (Garage): \_\_\_\_\_

Address 4: \_\_\_\_\_

Address 8 (Garage): \_\_\_\_\_

## NOTICE

THIS FORM IS INTENDED FOR RECONFIGURATION OF 4 PARCELS MAXIMUM.  
Reconfiguration requests exceeding this limit will not be processed.

This form is voluntarily submitted solely for the purpose of requesting that the Denver Assessor's Office issue new tax schedule numbers for the split or combination, as indicated above, of parcels of land owned by the property owner(s) signing below. This document is recorded for the purpose of providing public notice of the intentions of the property owner(s). If the splitting or combining of property involves air rights, a condominium declaration must be recorded with the Clerk and Recorder's Office. Parcels for townhome projects must be reconfigured by a recorded townhome declaration. Split or combined property may be subject to new valuations or appraisals. The voluntary act of splitting or combining parcels does not create or amend zone lot(s) under the Denver Zoning Ordinance. The property owner(s) are advised to consult with Denver's Department of Community Planning and Development as to zone lot amendments.

The development and use of split or combined parcels must conform with all Denver zoning, building, fire, public works, subdivision, and other ordinances or rules and regulations applicable to the parcels. IT IS SOLELY THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR THEIR SUCCESSORS IN INTEREST TO DETERMINE WHAT APPROVALS OR PERMITS MUST BE OBTAINED FROM OTHER CITY DEPARTMENTS AND AGENCIES PRIOR TO UNDERTAKING ANY DEVELOPMENT OR USE OF SPLIT OR COMBINED PARCELS. To the extent that the splitting or combining of the parcels has resulted in a violation of a Denver ordinance, rule or regulation or has resulted in the parcels not being able to meet an ordinance, rule, regulation or permit requirement, the use or development of the parcels may be restricted or denied. The voluntary act of splitting or combining parcels does not constitute a legal justification, for the property owner(s) or their successors in interest, for obtaining a variance or exception from any ordinance, rule, regulation or permit requirement.

Assessor will not process without the signature(s) of the property owner(s). Please sign and notarize. The form must be recorded with the Office of the Clerk and Recorder for the City and County of Denver.

Diane Watts  
Signature

DIANE WATTS  
Printed Name (and Title for Entities)

Signature \_\_\_\_\_

State of Colorado  
City and County of Denver

) S.S.

Printed Name (and Title for Entities) \_\_\_\_\_

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of October, 2017  
by Diane Watts as Property Owner.

Witness my hand and official seal.

Kristina Leahy Notary Public

My commission expires: 11/04/2020

KRISTINA LEAHY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164042203  
MY COMMISSION EXPIRES NOVEMBER 4, 2020



## PARTY WALL AGREEMENT

THIS PARTY WALL AGREEMENT ("Agreement") is made on this 29<sup>th</sup> day of March, 2018 by Diane L. Watts, whose address is 1985 Yank Court, Golden, Colorado 80401 (hereinafter referred to as "Declarant").

### RECITALS

A. Declarant is the owner of certain real property located at 3551 and 3555 N. Olive Street, situate in the City and County of Denver, State of Colorado, more particularly described as follows (the "Property"):

Lot 15, Honeymoon Manor,  
City and County of Denver,  
State of Colorado

B. Said Property is divided into two separate lots, Lots 1 and 2 ("Lots"), as shown on the Improvement Survey Plat attached hereto as Exhibit A.

C. Declarant will convey the Property subject to the protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

### AGREEMENT

NOW, THEREFORE, Declarant hereby declares that the Property is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed, subject to the following agreements.

1. Party Wall. Each Owner shall possess, in fee simple, that portion of the Party Wall lying within his, her or its Lot. Each Owner is hereby granted a mutual reciprocal easement for repair or replacement of said Party Wall. No Owner shall commit or omit any act, the result of which is infringement of the adjoining Unit Owner's rights in the Party Wall absent written agreement between such Owners. In the event that any portion of any structure originally constructed, including a Party Wall, shall protrude over an adjoining Unit, such structure shall not be deemed to be an encroachment upon the adjoining Unit nor shall any action be maintained for the removal of or for damage because of such protrusion. It shall be deemed that the Owner of the Unit upon which such protrusion exists has granted perpetual easement to the adjoining Owner for continuing maintenance and use of any such protrusion. The foregoing shall also apply to any replacements of any Party Wall if the same are constructed substantially in conformity with the original Party Wall.

2. Destruction. If a Party Wall is destroyed or damaged by any casualty, the Owners sharing such Party Wall shall jointly restore it substantially to its original form, and they shall contribute equally to the cost of restoration thereof (less any insurance proceeds received for restoration thereof); provided, however, if a Party Wall is injured or destroyed by any act or



omission of an Owner, whether intentional or unintentional, such Owner shall repair or replace the Party Wall at such Owner's sole expense. Destruction or damage to any Party Wall shall not cause the termination of any rights of the adjoining Owner thereof, and such Owner will retain those rights herein set forth concerning any reconstruction or replacement of the Party Wall. Any repairing or rebuilding of a Party Wall shall be on the same location and of the same size as the Party Wall; any repairing or rebuilding of a Party Wall shall be of the same material or similar material of the same quality as that used in the original Party Wall, unless otherwise agreed to in writing by the adjoining Owner or required by law. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes a Party Wall to be damaged shall bear the whole cost of repairing such damage and shall diligently prosecute all such repairs and reconstruction. If such Owner shall fail to do so, then the adjoining Owner may do so at the sole cost and expense of the Owner causing such damage. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title. To the extent that damage to a Party Wall is covered by insurance, the full insurance proceeds shall be used and applied to the extent necessary to repair, restore, or replace the subject Party Wall. Any insurance proceeds not necessary for such repair, restoration or replacement shall belong solely to the Party who is the owner of the insurance policy under which such payment was made.

3. Maintenance. The Owners shall maintain and keep the Party Walls in good repair at all times. The cost for the maintenance and repair of a Party Wall shall be allocated equally by the adjoining Owners.

4. Water. The joint water/sewer charges, including repair and maintenance of any outside equipment, shall be split evenly and be otherwise subject to the provisions of Sections 1, 2, 5, 6, 7 and 8. If at any time usage of either Lot shall be more than 20% larger than the other Lot, each Lot shall pay its proportionate share of said charges.

5. Lien on Property. Each Owner is hereby granted a lien against any non-paying Owner's Unit for any payment or payments which such non-paying Owner fails to make as required by this Agreement; provided, however, that (a) such lien shall be effective only upon recordation of a notice thereof in the office of the Clerk and Recorder of the City and County of Denver, State of Colorado; (b) a lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of the State of Colorado for foreclosure of first mortgages on real property; (c) such lien shall be subject and subordinate to and shall not affect the right of a holder of any recorded first mortgage or deed of trust now or hereafter placed on the Unit in good faith and for value; (d) such lien shall be senior and prior to all other liens on the Owners' Property and Owners hereby waive all claims of a homestead exemption under the statutes of the State of Colorado by any Owner or any other occupant; and (e) the Owner seeking reimbursement shall have the power to bid at the foreclosure sale and if title is obtained, hold, lease, mortgage and encumber or convey the same. The lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Unit. In addition to the lien herein granted, the Owner(s) seeking enforcement shall have the right to bring an action at law against any Owner who fails to pay any amounts expended for such Owner's Unit and obtain judgment for the amount so expended plus all costs and charges set forth in sections 6 and 12 hereof.



6. Interest. If it shall become necessary for any Owner to collect shared systems maintenance, expenses, repair or reconstruction expenses or water and sewer usage charges, whether by foreclosure of a lien hereinafter created or otherwise, a delinquent Owner shall pay, in addition to the charges, interest thereon at the rate of eighteen percent (18%) per annum, plus all costs of collection, including reasonable attorneys' fees and costs incurred by the Owner in enforcing payment.

7. Insurance. Each Owner of a Lot shall maintain a separate all risk insurance policy covering his/her/their Lot and all improvements thereon in an amount not less than the full replacement value, without deduction for depreciation. The Owner of each Lot further shall maintain a separate comprehensive public liability and property damage insurance policy covering his/her/their Lot in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per injury, per person, per occurrence, covering all claims for bodily injury and/or property damage.

8. Easement. Each Owner of a Lot hereby grants to each other and their agents a perpetual blanket easement upon, across, over and under their respective Lots for installing, replacing, repairing and maintaining of all utilities including, but not limited to, water, sewer, gas, including the meters, telephone, electricity, including the panels and meters, and cable television facilities, if any, as presently exist or as are reasonably necessary in the future to provide utility service to each of the Lots.

9. Mechanic's Liens. Should either Owner cause or allow a Mechanic's Lien to be recorded against the other Owner's Lot for labor or materials for which the other Owner is not liable or responsible, then such Owner shall indemnify and hold the other Owner harmless therefrom, which indemnification shall include, but shall not be limited to, the other Owner's reasonable attorneys' fees and costs.

10. Emergencies. Notwithstanding the provisions of this Agreement requiring demand or notice prior to certain repairs, maintenance or other actions, in the event a Party Wall, the improvements, or other parts of either Lot A or Lot B covered by this Agreement are damaged or destroyed, or a condition exists on either Lots A or B, and the failure to immediately repair such damage, or perform work to ameliorate the effects of such destruction, or remove or destruction to other property or improvements, harm to persons or property, or prevent the occupancy of other improvements affected by such damage or destruction, either Owner may take such action as is reasonably necessary to prevent such damage, destruction, harm or unsuitability for occupancy after making reasonable attempts under the circumstances to notify the other Owner.

11. Effect of Sale on Lien. Sale or transfer of any interest by an Owner shall not affect or release any lien granted herein.

12. Payment of Lien by Mortgagee. Any mortgagee may, but shall not be obligated to, pay any delinquent assessments and such mortgages shall be entitled to a lien of equal priority of its mortgage for all such sums paid.



13. Notice. Any notice permitted or required by the Agreement shall be in writing and may be delivered either personally or by mail at the address of the Unit owned by the Owner to whom notice is being given. If delivery is made by mail, it shall be deemed to have been delivered on the third day after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed as set forth in the immediately preceding sentence.

14. Amendment. The rights, conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent or all of the Owners of the Units.

15. Non-Liability of Declarant. The Declarant, and its agents shall not be liable to any Owner, occupant or any other party by reason of a mistake in judgment or failure of enforcement of any of the provisions of this Agreement.

16. Attorneys' Fees. In any action to enforce any Owner's or Owners' rights under this Agreement, the prevailing party or parties shall recover from the non-prevailing party or parties his, her or its reasonable costs and attorneys' fees incurred in such action.

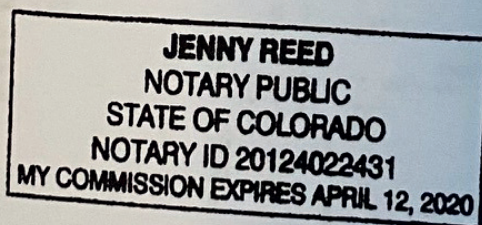
IN WITNESS WHEREOF, Declarant has executed this Party Wall Agreement as of the date first above written.

Diane L. Watts  
Diane L. Watts

STATE OF COLORADO )  
COUNTY OF Jefferson ) ss.

The foregoing Party Wall Agreement was acknowledged before me this 27<sup>th</sup> day of March, 2018, by Diane L. Watts.

WITNESS my hand and official seal.



[Signature]  
Notary Public