

BY AUTHORITY

RESOLUTION NO. CR25-1499

COMMITTEE OF REFERENCE:

SERIES OF 2025

Transportation and Infrastructure

A RESOLUTION

Granting a revocable permit to CP Trenton Homes LLC, to encroach into the right-of-way at 2943 North Trenton Street.

BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The City and County of Denver ("City") hereby grants to CP Trenton Homes LLC, the owners of the Benefitted Property, and their successors and assigns ("Permittee"), a revocable permit to encroach into the right-of-way with a 18-inch private storm pipe and one (1) 4-foot diameter manhole ("Encroachment(s)") at 2943 North Trenton Street in the following described area ("Encroachment Area"):

PARCEL DESCRIPTION ROW NO. 2025-ENCROACHMENT-0000053-002:

THAT CERTAIN PORTION OF E. 29TH AVE., STAPLETON FILING NO. 2, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, PER PLAT RECORDED MARCH 26, 2001 AT RECEPTION NO. 2001043011 AND THAT CERTAIN PORTION OF NORTH TRENTON STREET, STAPLETON FILING NO. 9, IN SAID CITY, COUNTY AND STATE, PER PLAT RECORDED DECEMBER 16, 2003 AT RECEPTION NO. 2003259880, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28, WHENCE THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 BEARS SOUTH 00°37'30" EAST, A DISTANCE OF 2643.71 FEET WITH ALL BEARINGS HEREIN REFERENCED THERETO;

THENCE SOUTH 58°09'53" EAST, A DISTANCE OF 2,301.01 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID NORTH TRENTON STREET AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, SOUTH 89°57'50" EAST, A DISTANCE OF 29.95 FEET;

THENCE SOUTH 00°02'25" WEST, A DISTANCE OF 176.78 FEET;

THENCE NORTH 89°57'35" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 00°02'25" EAST, A DISTANCE OF 166.78 FEET;

THENCE NORTH 89°57'50" WEST, A DISTANCE OF 19.95 FEET TO SAID WESTERLY RIGHT-OF-WAY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.0452 ACRES, (1,967 SQUARE FEET), MORE OR LESS

and benefitting the following described parcel of property ("Benefitted Property"):

PARCEL DESCRIPTION ROW NO. 2025-ENCROACHMENT-0000053-001:

A PART OF LOT 1, BLOCK 14, STAPLETON FILING NO. 9 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTH 63°59'37" EAST A DISTANCE OF 2175.10 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1, THE MOST EASTERLY SOUTHEAST CORNER OF A PARCEL OF LAND RECORDED AT RECEPTION NUMBER 2014002850 IN THE CLERK AND RECORDER'S OFFICE OF SAID CITY AND COUNTY OF DENVER AND THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 266.50 FEET TO A POINT THAT IS 138.00 FEET NORTH OF THE SOUTHERLY LINE OF SAID LOT 1;

THENCE NORTH 90°00'00" WEST, ALONG A LINE 138.00 FEET NORTH AND PARALLEL WITH SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 23.19 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 28°21'27", AN ARC LENGTH OF 44.54 FEET AND WHOSE CHORD BEARS SOUTH 75°49'16" WEST A DISTANCE OF 44.09 FEET TO A POINT OF REVERSE CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 28°21'27", AN ARC LENGTH OF 29.70 FEET AND WHOSE CHORD BEARS SOUTH 75°49'16" WEST A DISTANCE OF 29.39 FEET TO A POINT THAT IS 120.00 FEET NORTH OF THE SOUTHERLY LINE OF SAID LOT 1;

THENCE NORTH 90°00'00" WEST, ALONG A LINE 120.00 FEET NORTH AND PARALLEL WITH SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 245.70 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL OF LAND RECORDED AT RECEPTION NUMBER 2014002850;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NUMBER 2014002850 THE FOLLOWING SIX (6) COURSES:

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1. NORTH 00°00'00" EAST A DISTANCE OF 218.90 FEET TO A POINT OF CURVE;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 85°33'01", AN ARC LENGTH OF 3.73 FEET AND WHOSE CHORD BEARS NORTH 42°46'31" EAST A DISTANCE OF 3.40 FEET;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 455.50 FEET, A CENTRAL ANGLE OF 18°03'01", AN ARC LENGTH OF 143.50 FEET AND WHOSE CHORD BEARS NORTH 76°31'31" EAST A DISTANCE OF 142.91 FEET;
4. NORTH 67°30'00" EAST A DISTANCE OF 23.46 FEET;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 273.69 FEET, A CENTRAL ANGLE OF 22°30'00", AN ARC LENGTH OF 107.48 FEET AND WHOSE CHORD BEARS NORTH 78°45'00" EAST A DISTANCE OF 106.79 FEET;
6. NORTH 90°00'00" EAST A DISTANCE OF 72.46 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, STATE OF COLORADO, BEARING SOUTH 00°37'30" EAST, BASED ON NAD 83/92 STATE PLANE CENTRAL ZONE COORDINATES, AND AS MARKED BY TWO REFERENCE MONUMENTS FOUND 2" ALUMINUM CAPS STAMPED URS CORP PLS ON CONCRETE SIDEWALK AT THE WEST QUARTER CORNER AND A FOUND 1-1/4" DIAMETER AXLE IN A MONUMENT BOX AT THE SOUTHWEST CORNER OF SAID SECTION 28

Section 2. The revocable permit ("Permit") granted by this Resolution is expressly granted upon and subject to each and all of the following terms and conditions (terms not defined herein are defined in the Rules and Regulations Governing Encroachments & Encumbrances in the Public Right of Way):

- (a) Permittee shall obtain a street occupancy permit, street cut permit, and/or ROW construction permit from the City's Department of Transportation and Infrastructure ("DOTI") Permit Operations through www.denvergov.org/dotipermits prior to commencing construction.
- (b) Permittee shall be responsible for obtaining all necessary permits and shall pay all costs for installation and construction of items permitted herein.
- (c) If the Permittee intends to install any underground facilities in or near a Public road, street, alley, ROW or utility easement, the Permittee shall join the Statewide Notification Association of Owners and Operators of Underground Facilities by contacting the Utility Notification Center of Colorado (Colorado 811) through <https://colorado811.org/> or at 303-232-1991, 16361 Table Mountain Pkwy, Golden, Colorado, 80403. Further, Permittee shall contact the Utility Notification Center (Colorado 811) at <https://colorado811.org/> or 303-232-1991 to request locates for existing underground facilities prior to commencing excavation.

(d) Permittee is fully responsible for any and all damages incurred to facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver due to activities authorized by the Permit. Should the relocation or replacement of any drainage facilities for water and sewage of the City and County of Denver become necessary as determined by the City's Executive Director of DOTI ("Executive Director"), in the Executive Director's sole and absolute discretion, Permittee shall pay all cost and expense of the portion of the water and/or sewer facilities affected by the Encroachment(s). The extent of the affected portion to be replaced and relocated by Permittee shall be determined by the Executive Director. Any and all replacement or repair of facilities of Denver Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be made by Denver Water, Utility Company, and/or the City and County of Denver at the sole expense of the Permittee. In the event the Permittee's facilities are damaged or destroyed due to Denver Water's, Utility Company's, or the City and County of Denver's repair, replacement and/or operation of its facilities, repairs will be made by Permittee at its sole expense. Permittee agrees to defend, indemnify and hold the City harmless and to repair or pay for the repair of any and all damages to said water, storm, sanitary sewer facilities or other Utility Company facilities, or those damages resulting from the failure of the water, storm, sanitary sewer facilities or other Utility Company facilities to properly function because of the Encroachment(s).

(e) Permittee shall comply with all requirements of affected Utility Companies and pay for all costs of removal, relocation, replacement or rearrangement of Utility Company facilities. Existing utility facilities shall not be utilized, obstructed or disturbed.

(f) All construction in, under, on or over the Encroachment Area shall be accomplished in accordance with the Building Code and City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division.

(g) Permittee shall observe and comply with all Federal, State and local laws, regulations, ordinances, and public safety requests regarding the use of the Encroachment Area.

(h) Plans and Specifications governing the construction of the Encroachment(s) shall be approved by DOTI prior to construction.

(i) Permittee shall pay all costs of construction and maintenance of the Encroachment(s). Upon revocation of the Permit or upon abandonment, Permittee shall pay all costs of removing the Encroachment(s) from the Encroachment Area and restore the Encroachment Area to a condition in accordance with City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division under the supervision of DOTI.

(j) Permittee shall remove and replace any and all street/alley paving, Sidewalks, Streetscapes, Amenity Zones, and curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that become broken, damaged or unsightly during, in the opinion of DOTI, the course of construction or maintenance of the Encroachment(s). In the future, Permittee shall also remove, replace or repair any street/alley paving, Sidewalks, and curb and gutter that become broken or damaged when, in the opinion of DOTI, the damage has been caused by the Encroachment(s) or the activity of the Permittee within the Encroachment Area. All repair work shall be accomplished without cost to the City and under the supervision of DOTI.

(k) The City reserves the right to make an inspection of the Encroachment(s) and the Encroachment Area.

(l) During the existence of the Encroachment(s) and the Permit, Permittee, its successors and assigns, at its expense, and without cost to the City, shall procure and maintain Commercial General Liability insurance policy with a limit of not less than \$1,000,000 per occurrence. All coverages are to be arranged on an occurrence basis and include coverage for those hazards normally identified as X.C.U. during construction. The insurance coverage required herein constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All insurance coverage required herein shall be written in a form and by a company or companies approved by the Risk Manager of the City and authorized to do business in the State of Colorado. A certified copy of all such insurance policies shall be filed with the Executive Director, and each such policy shall contain a statement therein or endorsement thereon that it will not be canceled or materially changed without written notice, by registered mail, to the Executive Director at least thirty (30) days prior to the effective date of the cancellation or material change. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.

(m) In addition to the requirement herein to comply with all laws, Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and Commercial Space, Public Accommodations, Educational Institutions and Health and Welfare Services) of Chapter 28 (Human Rights) of the DRMC. The failure to comply with any such provision shall be a proper basis for revocation of the Encroachment(s).

(n) The right to revoke the Permit at any time for any reason and require the removal of the Encroachment(s) is expressly reserved to the City.

(o) By Permittee's use of this Permit and the Encroachment Area, Permittee agrees to the

1 following:

2 i. Permittee agrees to defend, indemnify, reimburse and hold harmless City, its
3 appointed and elected officials, agents and employees for, from and against all liabilities, claims,
4 judgments, suits or demands for damages to persons or property arising out of, resulting from, or
5 relating to this Permit and the Encroachment(s) ("Claims"). This indemnity shall be interpreted in the
6 broadest possible manner to indemnify City for any acts or omissions of Permittee or its agents either
7 passive or active, irrespective of fault, including City's negligence whether active or passive.

8 ii. Permittee's duty to defend and indemnify City shall arise at the time written notice
9 of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim.
10 Permittee's duty to defend and indemnify City shall arise even if City is the only party sued by
11 claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of
12 claimant's damages.

13 iii. Permittee will defend any and all Claims which may be brought or threatened
14 against City and will pay on behalf of City any expenses incurred by reason of such Claims including,
15 but not limited to, court costs and attorney fees incurred in defending and investigating such Claims
16 or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition
17 to any other legal remedies available to City and shall not be considered City's exclusive remedy.

18 iv. Insurance coverage requirements specified in this Encroachment Permit shall in no
19 way lessen or limit the liability of Permittee under the terms of this indemnification obligation.
20 Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the
21 City's protection.

22 v. This defense and indemnification obligation shall survive the expiration or
23 termination of this Permit.

24 (p) Pursuant to Chapter 49 of the DRMC, DOTI is authorized to remove or to order the
25 removal of any article, vehicle, object or thing whatsoever encroaching into any street, alley,
26 Sidewalk, or other public way or place.

27 (q) No third party, person or agency, except for an authorized Special District, may place
28 the Encroachment(s) in front of a property without written permission of the adjacent property owner.

29 (r) Permittee's use of the ROW for placement of the Encroachment(s) does not create a
30 property right or ownership interest of any kind in the Encroachment Area to the Permittee.

31 (s) All Encroachment(s) in Amenity Zones containing existing Public Trees and/or with the
32 potential to impact tree roots or tree canopy must be pre-approved by the Office of the City Forester
33 (OCF), by contacting them at forestry@denvergov.org or 720-913-0651. Encroachment(s) cannot

be attached to or damage any Public Tree, and any damage shall be reported to the OCF immediately for mitigation. All trenching, excavation and grading activities within the Dripline of any Public Tree must be pre-approved by the OCF. City permits are required for the planting or removal of any Public Trees and can be obtained by emailing forestry@denvergov.org.

(t) All disturbances associated with construction of the Encroachment(s) shall be managed as required by City standards for erosion control which may require standard notes or CASDP permitting depending on location and scope of project.

(u) Encroachment(s) proposed adjacent to a designated park or within a dedicated parkway shall require the City's Department of Parks and Recreation approval prior to installation.

(v) Encroachment(s) attached to a building may require building and/or zoning permits from the City's Department of Community Planning and Development.

(w) Encroachment(s) in the regulatory floodplain shall require a SUDP and comply with Chapter 4 Floodplain Regulations of the "Storm Drainage Design and Technical Criteria", Chapter 12 Floodplain Management of the "DOTI Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater" and the City Floodplain Ordinance in DRMC Section 56-200 through 56-206. Above ground Encroachment(s) in a Floodway require a No-Rise Certification sealed and signed by a Professional Engineer licensed in the State of Colorado. If there is any rise in Base Flood Elevations, a Conditional Letter of Map Revision (CLOMR) and LOMR will be required.

(x) Only clean soil may be brought onto an Encroachment Area. Verification of soil quality must be provided if requested. Material removed from an Encroachment Area must be properly disposed and is the responsibility of the Permittee.

Section 3. That the Permit hereby granted shall be revocable at any time that the Council of the City and County of Denver shall determine that the public convenience and necessity or the public health, safety or general welfare require such revocation, and the right to revoke the same is hereby expressly reserved to the City; provided however, at a reasonable time prior to City Council action upon such revocation or proposed revocation, opportunity shall be afforded to Permittee, its successors and assigns, to be present at a hearing to be conducted by the City Council upon such matters and thereat to present its views and opinions thereof and to present for consideration action or actions alternative to the revocation of such Permit.

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1 COMMITTEE APPROVAL DATE: October 15, 2025 by Consent

2 MAYOR-COUNCIL DATE: October 21, 2025

3 PASSED BY THE COUNCIL: _____

4 _____ - PRESIDENT

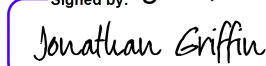
5 ATTEST: _____ - CLERK AND RECORDER,
6 EX-OFFICIO CLERK OF THE
7 CITY AND COUNTY OF DENVER

8 PREPARED BY: Martin A. Plate, Assistant City Attorney DATE: October 23, 2025

9 Pursuant to section 13-9, D.R.M.C., this proposed resolution has been reviewed by the Office of the
10 City Attorney. We find no irregularity as to form and have no legal objection to the proposed
11 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to
12 § 3.2.6 of the Charter.

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14 Katie J. McLoughlin, Interim City Attorney

15 BY:  _____, Assistant City Attorney
16 B022307D59DE47B...

DATE: 10/23/2025 | 9:25 AM MDT