

1 BY AUTHORITY

2 RESOLUTION NO. CR13-0326  
3 SERIES OF 2013

COMMITTEE OF REFERENCE:  
Land Use, Transportation & Infrastructure

4  
5 A RESOLUTION

6 **Granting a revocable permit to Auraria Higher Education Center, to encroach into**  
7 **the right-of-way with various items on Larimer Street between 14<sup>th</sup> Street and**  
8 **South Bound Speer Boulevard.**

9  
10 **BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

11 **Section 1.** The City and County of Denver hereby grants to the State of Colorado, acting by  
12 and through the Board of Directors of the Auraria Higher Education Center, a body corporate and  
13 agency of the State of Colorado, and its successors and assigns (“Permittee”), a revocable permit to  
14 encroach into the right-of-way with eighteen (18) poles and banners and related surface  
15 improvements, including without limitation, bases, brackets and fasteners; and ten (10) planters  
16 (“Encroachments”) on Larimer Street between 14<sup>th</sup> Street and South Bound Speer Boulevard in the  
17 following described area (“Encroachment Area”):

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19 **[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**  
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January 31, 2013  
REV February 19, 2013  
REV March 22, 2013

AURARIA HIGHER EDUCATION CENTER  
LARIMER STREET STREETSCAPE  
MAJOR ENCUMBRANCE PERMIT

THE FOLLOWING 4 PARCELS OF LAND BEING A PORTION OF LARIMER STREET  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH,  
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF  
DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

PARCEL 1

COMMENCING AT THE RANGEPOINT AT THE INTERSECTION OF THE 20 FOOT  
RANGELINES OF 12<sup>TH</sup> STREET AND LARIMER STREET; THENCE ALONG THE  
NORTHERLY 20 FOOT RANGE LINE OF LARIMER STREET, N59°32'30"E A DISTANCE  
OF 643.02 FEET; THENCE DEPARTING SAID 20 FOOT RANGE LINE, N30°27'30"W A  
DISTANCE OF 6.92 FEET TO THE POINT OF BEGINNING; THENCE N34°12'01"W A  
DISTANCE OF 5.00 FEET; THENCE N55°47'59"E A DISTANCE OF 90.00 FEET; THENCE  
S34°12'01"E, 5.00 FEET; THENCE S55°47'59"W A DISTANCE OF 90.00 FEET TO THE  
POINT OF BEGINNING

TOGETHER WITH

PARCEL 2

COMMENCING AT THE RANGEPOINT AT THE INTERSECTION OF THE 20 FOOT  
RANGELINES OF 12<sup>TH</sup> STREET AND LARIMER STREET; THENCE ALONG THE  
NORTHERLY 20 FOOT RANGE LINE OF LARIMER STREET, N59°32'30"E A DISTANCE  
OF 628.57 FEET; THENCE DEPARTING SAID 20 FOOT RANGE LINE, S30°27'30"E A  
DISTANCE OF 45.19 FEET TO THE POINT OF BEGINNING; THENCE N55°48'28"E A  
DISTANCE OF 100.00 FEET; THENCE S34°11'32"E A DISTANCE OF 5.00 FEET; THENCE  
S55°48'28"W, 100.00 FEET; THENCE N34°11'32"W A DISTANCE OF 5.00 FEET TO THE  
POINT OF BEGINNING

TOGETHER WITH

PARCEL 3

COMMENCING AT THE RANGEPOINT AT THE INTERSECTION OF THE 20 FOOT RANGELINES OF 12<sup>TH</sup> STREET AND LARIMER STREET; THENCE ALONG THE NORTHERLY 20 FOOT RANGE LINE OF LARIMER STREET, N59°32'30"E A DISTANCE OF 441.36 FEET TO THE POINT OF BEGINNING; THENCE N31°11'56"W A DISTANCE OF 6.59 FEET; THENCE N58°48'04"E A DISTANCE OF 113.00 FEET; THENCE S31°11'56"E, 8.50 FEET; THENCE S58°48'04"W A DISTANCE OF 113.00 FEET; THENCE N31°11'56"W A DISTANCE OF 1.91 FEET TO THE POINT OF BEGINNING

TOGETHER WITH

PARCEL 4

COMMENCING AT THE RANGEPOINT AT THE INTERSECTION OF THE 20 FOOT RANGELINES OF 12<sup>TH</sup> STREET AND LARIMER STREET; THENCE ALONG THE NORTHERLY 20 FOOT RANGE LINE OF LARIMER STREET, N59°32'30"E A DISTANCE OF 392.83 FEET; THENCE DEPARTING SAID 20 FOOT RANGE LINE AND ALONG THE EASTERLY 24 FOOT RANGE LINE OF SOUTH BOUND SPEER BLVD 49.11 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 3°41'01", A RADIUS OF 763.94 FEET AND A CHORD WHICH BEARS S33°10'04"E A DISTANCE OF 49.10 FEET; THENCE LEAVING SAID EASTERLY 24 FOOT RANGE LINE, N58°58'08"E A DISTANCE OF 47.45 FEET TO THE POINT OF BEGINNING; THENCE N58°58'08"E A DISTANCE OF 113.00 FEET; THENCE S31°01'52"E A DISTANCE OF 8.50 FEET; THENCE S58°58'08"W, 113.00 FEET; THENCE N31°01'52"W A DISTANCE OF 8.50 FEET TO THE POINT OF BEGINNING

PUBLIC WORKS LEGAL DESCRIPTION  
2013-0068881

SAID PARCELS IN TOTAL CONTAIN 2872 SQUARE FEET (0.0659 ACRES) MORE OR LESS.

BEARINGS ARE BASED ON AN THE ASSUMED BEARING OF THE 20 FOOT RANGE LINE OF 14<sup>TH</sup> STREET OF S45°27'56"E BETWEEN A FOUND # 8 REBAR AT THE INTERSECTION OF 14<sup>TH</sup> STREET AND MARKET STREET AND A FOUND 8" REBAR AT THE INTERSECTION OF 14<sup>TH</sup> STREET AND LARIMER STREET.

PREPARED BY: MATTHEW B. SCHLAGETER, PE, LEED AP  
REVIEWED BY: RICHARD A. NOBBE, P.L.S.  
FOR AND ON BEHALF OF:  
MARTIN/MARTIN INC.  
12499 WEST COLFAX  
LAKEWOOD, COLORADO 80215  
303-431-6100 / 303-431-4028 (FAX)

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1           **Section 2.** The revocable permit (“Permit”) granted by this Resolution is expressly granted  
2 upon and subject to each and all of the following terms and conditions:

3           (a) Permittee shall obtain a street occupancy permit from Public Works Permit Operations  
4 at 2000 West 3rd Avenue, 303-446-3759, prior to commencing construction.

5           (b) Permittee shall be responsible for obtaining all other permits and shall pay all costs that  
6 are necessary for installation and construction of items permitted herein.

7           (c) If the Permittee intends to install any underground facilities in or near a public road,  
8 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification  
9 Association of Owners and Operators of Underground Facilities by contacting the Utility Notification  
10 Center of Colorado, 12600 West Colfax Avenue, Suite B-310, Lakewood, Colorado 80215, at 303-  
11 232-1991. Further, Permittee shall contact the Utility Notification Center at 1-800-922-1987 to locate  
12 underground facilities prior to commencing any work under this permit.

13           (d) Permittee is fully responsible for any and all damages incurred to facilities of the Water  
14 Department and/or drainage facilities for storm water and sanitary sewage of the City and County of  
15 Denver due to activities authorized by the Permit. Should the relocation or replacement of any  
16 drainage facilities for storm water and sanitary sewage of the City and County of Denver become  
17 necessary as reasonably determined by the Manager of Public Works, Permittee shall pay all cost  
18 and expense of the portion of the facility affected by the permitted structure. The extent of the  
19 affected portion to be replaced or relocated by Permittee shall be reasonably determined by the  
20 Manager of Public Works. Any and all replacement or repair of facilities of the Water Department  
21 and/or drainage facilities for water and sewage of the City and County of Denver attributed to the  
22 Permittee shall be made by the Water Department and/or the City and County of Denver at the sole  
23 expense of the Permittee. In the event Permittee’s facilities are damaged or destroyed due to the  
24 Water Department’s or the City and County of Denver’s reasonable, usual and customary repair,  
25 replacement and/or operation of its facilities, in its ordinary course of business, repairs will be made  
26 by the Permittee at its sole expense. The City and County of Denver and the Water Department shall  
27 give the Permittee notice of any non-emergency repair or maintenance work to be performed on their  
28 facilities above or adjacent to the Encroachments at least two (2) weeks prior to the start of the work.  
29 Permittee agrees, to the extent it legally may, and specifically subject to the Constitution of the State  
30 of Colorado and the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as may be  
31 amended, to repair or pay for the repair of any and all damages to said sanitary sewer, or those  
32 damages resulting from the failure of the sewer to properly function as a result of the permitted  
33 structure.

1 (e) Permittee shall comply with all requirements of affected utility companies located within  
2 the Encroachment Area and pay for all costs of removal, relocation, replacement or rearrangement of  
3 utility company facilities. Existing telephone facilities shall not be utilized, obstructed or disturbed.

4 (f) All construction in, under, on or over the Encroachment Area shall be accomplished in  
5 accordance with the Building Code of the City and County of Denver. Plans and Specifications  
6 governing the construction of the Encroachments shall be approved by the Manager of Public Works  
7 and the Director of Building Inspection Division prior to construction. Upon completion, a reproducible  
8 copy of the exact location and dimensions of the Encroachments shall be filed with the Manager of  
9 Public Works.

10 (g) Permittee shall pay all costs of construction and maintenance of the Encroachments.  
11 Upon revocation or Permittee's election to abandon or release the Permit, Permittee shall pay all  
12 costs of removing the Encroachments from the Encroachment Area and return the Encroachment  
13 Area to its original condition under the supervision of the City Engineer.

14 (h) Permittee shall remove and replace any and all street/alley paving, sidewalks, and curb  
15 and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that become  
16 broken, damaged or unsightly during the course of construction of the Encroachments. In the future,  
17 Permittee shall also remove, replace or repair any street/alley paving, sidewalks, plaza areas and  
18 curb and gutter that become broken or damaged when, in the opinion of the City Engineer, the  
19 damage has been caused by the activity of the Permittee within the Encroachment Area. All repair  
20 work shall be accomplished without cost to the City and under the supervision of the City Engineer.

21 (i) The City reserves the right to make an inspection of the Encroachments contained  
22 within the Encroachment Area. An annual fee, subject to change, of Two Hundred Dollars (\$200.00)  
23 shall be assessed.

24 (j) This revocable permit shall not operate or be construed to abridge, limit or restrict the  
25 City and County of Denver in exercising its right to make full reasonable use of the Encroachment  
26 Area and adjacent rights-of-way as public thoroughfares nor shall it operate to restrict the utility  
27 companies in exercising their rights to construct, remove, operate and maintain their facilities within  
28 the Encroachment Area and adjacent rights-of-way, subject to Permittee's reasonable consent to  
29 such utility companies' rights that impact the Encroachments.

30 (k) During the existence of the Encroachments and this permit, Permittee, its successors  
31 and assigns, at its expense, and without cost to the City and County of Denver, shall procure and  
32 maintain a Commercial General Liability insurance policy with a limit of not less than Two Million  
33 Dollars (\$2,000,000.00), or evidence satisfactory to the City of self insurance. All coverages are to be

1 arranged on an occurrence basis and include coverage for those hazards normally identified as  
2 X.C.U. during construction. The insurance coverage required herein constitutes a minimum  
3 requirement and such enumeration shall in no way be deemed to limit or lessen the liability of the  
4 Permittee, its successors or assigns, under the terms of this permit. All insurance coverage required  
5 herein shall be written in a form and by a company or companies approved by the Risk Manager of  
6 the City and County of Denver and authorized to do business in the State of Colorado. A certified  
7 copy of all such insurance policies shall be filed with the Manager of Public Works, and each such  
8 policy shall contain a statement therein or endorsement thereon that it will not be canceled or  
9 materially changed without written notice, by registered mail, to the Manager of Public Works at least  
10 thirty (30) days prior to the effective date of the cancellation or material change. All such insurance  
11 policies shall be specifically endorsed to include all liability assumed by the Permittee hereunder and  
12 shall name the City and County of Denver as an additional insured.

13 (l) The right to revoke this Permit is expressly reserved to the City and County of Denver.

14 (m) Permittee shall, to the extent it legally may, and specifically subject to the Constitution of  
15 the State of Colorado and the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as  
16 may be amended, agree to be solely responsible for all costs, claims or damages arising, either  
17 directly or indirectly, out of the rights and privileges granted by this Permit. Permittee shall require its  
18 contractors, for the work allowed under this permit, to indemnify and always save the City and County  
19 of Denver harmless from all costs, claims or damages arising, either directly or indirectly, out of the  
20 rights and privileges granted by this Permit.

21 **Section 3.** That the Permit hereby granted shall be revocable at any time that the Council of  
22 the City and County of Denver determines that such revocation is deemed to be necessary to  
23 facilitate the movement of traffic; to provide for public safety; or to provide for the public safety,  
24 convenience or necessity in use of the Encroachment Area, and the right to revoke the same is  
25 hereby expressly reserved to the City and County of Denver; provided however, at a reasonable time  
26 prior to Council action upon such revocation or proposed revocation, opportunity shall be afforded to  
27 Permittee, its successors and assigns, to correct any issues arising under this Permit and to be  
28 present at a hearing to be conducted by the Council upon such matters and thereat to present its  
29 views and opinions thereof and to present for consideration action or actions alternative to the  
30 revocation of such Permit.

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1 COMMITTEE APPROVAL DATE: My 23, 2013 [by consent]  
2 MAYOR-COUNCIL DATE: May 28, 2013  
3 PASSED BY THE COUNCIL: \_\_\_\_\_, 2013

4 \_\_\_\_\_ - PRESIDENT

5 ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
6 EX-OFFICIO CLERK OF THE  
7 CITY AND COUNTY OF DENVER  
8

9 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: May 30, 2013

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11 Pursuant to section 13-12, D.R.M.C., this proposed resolution has been reviewed by the office of the  
12 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed  
13 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to §  
14 3.2.6 of the Charter.

15  
16 Douglas J. Friednash, Denver City Attorney

17 BY: \_\_\_\_\_, Assistant City Attorney DATE: \_\_\_\_\_, 2013