

1 BY AUTHORITY

2 RESOLUTION NO. CR12-0004
3 SERIES OF 2012

COMMITTEE OF REFERENCE:
Land Use, Transportation & Infrastructure

4
5 A RESOLUTION

6 **Granting a revocable permit to MB2200, LLC, to encroach with various items into**
7 **the right-of-way at 2200 W. 29th Avenue.**

8
9 **BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

10 **Section 1.** The City and County of Denver hereby grants to MB2200, LLC and its
11 successors and assigns (“Permittee”), a revocable permit to encroach into the right-of-way with
12 concrete stairs, rail, ramp and landscaping at 2200 W. 29th Avenue (“Encroachments”) in the
13 following described area (“Encroachment Area”):

14 **PARCEL DESCRIPTION ROW 2011-0536-01-001**

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3
SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE
OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 30, BLOCK 7, CASEMENT'S ADDITION TO DENVER
AS RECORDED APRIL 22, 1887 IN BOOK 4 AT PAGE 26, ARAPAHOE COUNTY (DENVER);

THENCE N00°13'39"W, ALONG THE WEST LINE EXTENDED OF SAID LOT 30, A DISTANCE OF 3.73 FEET,
MORE OR LESS, TO THE BACK OF THE EXISTING SIDEWALK;

THENCE N89°26'07"E, ALONG THE BACK OF SAID SIDEWALK, A DISTANCE OF 34.49 FEET;

THENCE S00°01'01"E, DEPARTING SAID BACK OF SIDEWALK, A DISTANCE OF 3.84 FEET, MORE OR
LESS, TO THE NORTH LINE OF SAID LOT 30;

THENCE S89°37'14"W, ALONG SAID NORTH LINE, A DISTANCE OF 34.48 FEET TO THE POINT OF
BEGINNING.

SAID PARCEL CONTAINS 131 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

BASIS OF BEARINGS: THE WEST LINE OF LOTS 27 THROUGH 30, CASEMENT'S ADDITION TO DENVER
WAS FOUND TO BEAR S00°13'39"E, BETWEEN A CUT CROSS 2 FOOT OFFSET POINT FROM THE
NORTHWEST CORNER OF LOT 30 AND A PK NAIL WITH BRASS TAG MARKED 'LS 22564' 2 FOOT
OFFSET POINT FROM THE SOUTHWEST CORNER OF LOT 27, PER LAND SURVEY PLAT RECORDED
DECEMBER 1, 2000 AT RECEPTION NO. LO05049 OF THE CITY AND COUNTY OF DENVER RECORDS.

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

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

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

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

11 (d) Permittee is fully responsible for any and all damages incurred to facilities of the Water
12 Department and/or drainage facilities for water and sewage of the City and County of Denver due to
13 activities authorized by the permit. Should the relocation or replacement of any drainage facilities for
14 water and sewage of the City and County of Denver become necessary as determined by the
15 Manager of Public Works, in the Manager's sole and absolute discretion, Permittee shall pay all cost
16 and expense of the portion of the sewer affected by the permitted structure. The extent of the
17 affected portion to be replaced or relocated by Permittee shall be determined by the Manager of
18 Public Works. Any and all replacement or repair of facilities of the Water Department and/or drainage
19 facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be
20 made by the Water Department and/or the City and County of Denver at the sole expense of the
21 Permittee. In the event Permittee's facilities are damaged or destroyed due to the Water
22 Department's or the City and County of Denver's repair, replacement and/or operation of its facilities,
23 repairs will be made by the Permittee at its sole expense. Permittee agrees to defend, indemnify and
24 save the City harmless and to repair or pay for the repair of any and all damages to said sanitary
25 sewer, or those damages resulting from the failure of the sewer to properly function as a result of the
26 permitted structure.

27 (e) Permittee shall comply with all requirements of affected utility companies and pay for all
28 costs of removal, relocation, replacement or rearrangement of utility company facilities. Existing
29 telephone facilities shall not be utilized, obstructed or disturbed.

30 (f) All construction in, under, on or over the Encroachment Area shall be accomplished in
31 accordance with the Building Code of the City and County of Denver. Plans and Specifications
32 governing the construction of the Encroachments shall be approved by the Manager of Public Works
33 and the Director of Building Inspection Division prior to construction. Upon completion, a reproducible

1 copy of the exact location and dimensions of the Encroachments shall be filed with the Manager of
2 Public Works.

3 (g) The sidewalk and street/alley over the Encroachment Area shall be capable of
4 withstanding an HS-20 loading in accordance with the latest AASHTO Specifications. The
5 installations within the Encroachment Area shall be constructed so that the paved section of the
6 street/alley can be widened without requiring additional structural modifications. The sidewalk shall
7 be constructed so that it can be removed and replaced without affecting structures within the
8 Encroachment Area.

9 (h) Permittee shall pay all costs of construction and maintenance of the Encroachments.
10 Upon revocation of the permit or upon abandonment, Permittee shall pay all costs of removing the
11 Encroachments from the Encroachment Area and return the Encroachment Area to its original
12 condition under the supervision of the City Engineer.

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

20 (j) The City reserves the right to make an inspection of the Encroachments contained
21 within the Encroachment Area. An annual fee, subject to change, of \$200.00 shall be assessed.

22 (k) This revocable permit shall not operate or be construed to abridge, limit or restrict the
23 City and County of Denver in exercising its right to make full use of the Encroachment Area and
24 adjacent rights-of-way as public thoroughfares nor shall it operate to restrict the utility companies in
25 exercising their rights to construct, remove, operate and maintain their facilities within the
26 Encroachment Area and adjacent rights-of-way.

27 (l) During the existence of the Encroachments and this permit, Permittee, its successors
28 and assigns, at its expense, and without cost to the City and County of Denver, shall procure and
29 maintain a single limit comprehensive general liability insurance policy with a limit of not less than
30 \$500,000.00. All coverages are to be arranged on an occurrence basis and include coverage for
31 those hazards normally identified as X.C.U. during construction. The insurance coverage required
32 herein constitutes a minimum requirement and such enumeration shall in no way be deemed to limit
33 or lessen the liability of the Permittee, its successors or assigns, under the terms of this permit. All

1 insurance coverage required herein shall be written in a form and by a company or companies
2 approved by the Risk Manager of the City and County of Denver and authorized to do business in the
3 State of Colorado. A certified copy of all such insurance policies shall be filed with the Manager of
4 Public Works, and each such policy shall contain a statement therein or endorsement thereon that it
5 will not be canceled or materially changed without written notice, by registered mail, to the Manager of
6 Public Works at least thirty (30) days prior to the effective date of the cancellation or material change.

7 All such insurance policies shall be specifically endorsed to include all liability assumed by the
8 Permittee hereunder and shall name the City and County of Denver as an additional insured.

9 (m) Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination in
10 Employment, Housing and Commercial Space, Public Accommodations, Educational Institutions and
11 Health and Welfare Services) of Chapter 28 (Human Rights) of the Revised Municipal Code of the
12 City and County of Denver. The failure to comply with any such provision shall be a proper basis for
13 revocation of this permit.

14 (n) The right to revoke this permit is expressly reserved to the City and County of Denver.

15 (o) Permittee shall agree to indemnify and always save the City and County of Denver
16 harmless from all costs, claims or damages arising, either directly or indirectly, out of the rights and
17 privileges granted by this permit.

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

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1 COMMITTEE APPROVAL DATE: December 29, 2011 [by consent]

2 MAYOR-COUNCIL DATE: January 3, 2012

3 PASSED BY THE COUNCIL: _____, 2012

4 _____ - PRESIDENT

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

9 PREPARED BY: KAREN A. AVILES, Assistant City Attorney DATE: January 5, 2012

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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.

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16 Douglas J. Friednash, Denver City Attorney

17 BY: _____, Assistant City Attorney DATE: _____, 2012