

BY AUTHORITY

RESOLUTION NO. CR12-0973
SERIES OF 2013

COMMITTEE OF REFERENCE:
Land Use, Transportation & Infrastructure

A RESOLUTION

Granting a revocable permit to Coughlin and Company, Inc. to encroach into the right-of-way at with various items at 1550 Wynkoop Street.

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

Section 1. The City and County of Denver hereby grants to Coughlin and Company, Inc. and its successors and assigns ("Permittee"), a revocable permit to encroach into the right-of-way with steps and alterations of existing walkway accessing the building with a ramp, railing and stairs ("Encroachments") at 1550 Wynkoop Street in the following described area ("Encroachment Area"):

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DESCRIPTION ROW 2012-0310-01-001

A PARCEL OF LAND BEING A PORTION OF THE PUBLIC RIGHT-OF-WAY OF 16TH STREET AS SHOWN ON THE MAP OF EAST DENVER, ORIGINALLY RECORDED IN THE ARAPAHOE COUNTY RECORDS AT BOOK 1, PAGE 14, LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPLE MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE 20' RANGE LINE NORTHEAST OF AND ADJACENT TO BLOCK 16 OF SAID EAST DENVER BEING MONUMENTED AT WYNKOOP STREET BY A 2" BRASS CAP STAMPED "DENVER RANGE POINT 85004 PLS 38189" AND AT WAZEE STREET BY A FOUND 1" REBAR INSIDE A WELL CASING AND IS ASSUMED TO BEAR SOUTH 45°07'19" EAST.

COMMENCE AT THE RANGE LINE INTERSECTION IN 16TH STREET AND WYNKOOP STREET; THENCE SOUTH 45°07'19" EAST, ALONG SAID 20' RANGE LINE IN SAID 16TH STREET, A DISTANCE OF 60.00 FEET TO THE SOUTH EAST RIGHT-OF-WAY LINE OF WYNKOOP STREET EXTENDED NORTHEASTERLY TO THE SAID 16TH STREET RANGE LINE; THENCE SOUTH 44°54'24" WEST, ALONG SAID RIGHT-OF-WAY LINE EXTENDED, A DISTANCE OF 20.00 FEET TO THE MOST NORTHERLY CORNER OF SAID BLOCK 16 AND THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED.

THENCE CONTINUE SOUTH 44°54'24" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 176.27 FEET;

THENCE NORTH 45°05'36" WEST, PERPENDICULAR TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 8.38 FEET;

THENCE NORTH 44°54'24" EAST, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 26.69 FEET;

THENCE NORTH 45°05'36" WEST, PERPENDICULAR TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 4.85 FEET;

THENCE NORTH 44°54'24" EAST, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 6.93 FEET TO A NON-TANGENT 18.92 FOOT RADIUS CURVE WHOSE LONG CHORD BEARS NORTH 44°54'24" EAST A DISTANCE OF 9.35 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE 28°35'53" AN ARC DISTANCE OF 9.44 FEET;

THENCE NORTH 44°54'24" EAST, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 6.99 FEET;

THENCE SOUTH 45°05'36" EAST, PERPENDICULAR TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 4.85 FEET;

THENCE NORTH 44°54'24" EAST, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3.85 FEET;

THENCE NORTH 45°03'29" WEST A DISTANCE OF 4.88 FEET;

THENCE NORTH 44°56'31" EAST A DISTANCE OF 4.19 FEET TO A NON-TANGENT 18.92 FOOT RADIUS CURVE WHOSE LONG CHORD BEARS NORTH 44°56'31" EAST A DISTANCE OF 12.12 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE 37°21'23" AN ARC DISTANCE OF 12.34 FEET;

THENCE NORTH 44°56'31" EAST A DISTANCE OF 4.19 FEET;

THENCE SOUTH 45°03'29" EAST A DISTANCE OF 4.24 FEET;

THENCE NORTH 44°54'24" EAST, PARALLEL TO THE PREVIOUSLY MENTIONED RIGHT-OF-WAY LINE, A DISTANCE OF 38.52 FEET;

THENCE NORTH 45°05'36" WEST, PERPENDICULAR TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2.21 FEET;

THENCE NORTH 44°54'24" EAST, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 64.45 FEET;

THENCE SOUTH 45°05'36" EAST A DISTANCE OF 11.21 FEET TO THE PREVIOUSLY MENTIONED SOUTH EAST RIGHT-OF-WAY LINE OF WYNKOOP STREET EXTENDED NORTHEASTERLY;

THENCE SOUTH 44°54'24" WEST, ALONG SAID RIGHT-OF-WAY LINE EXTENDED, A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS A CALCULATED AREA OF 1916.68 SQUARE FEET OR 0.04398 ACRES, MORE OR LESS AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT AS AN AID IN INTERPRETING THE ABOVE WRITTEN DESCRIPTION.

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DESCRIPTION ROW 2012-0310-01-002

A PARCEL OF LAND BEING A PORTION OF THE PUBLIC RIGHT-OF-WAY OF 16TH STREET AS SHOWN ON THE MAP OF EAST DENVER, ORIGINALLY RECORDED IN THE ARAPAHOE COUNTY RECORDS AT BOOK 1, PAGE 14, LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPLE MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE 20' RANGE LINE NORTHEAST OF AND ADJACENT TO BLOCK 16 OF SAID EAST DENVER BEING MONUMENTED AT WYNKOOP STREET BY A 2" BRASS CAP STAMPED "DENVER RANGE POINT 85004 PLS 38189" AND AT WAZEE STREET BY A FOUND 1" REBAR INSIDE A WELL CASING AND IS ASSUMED TO BEAR SOUTH 45°07'19" EAST.

COMMENCE AT THE RANGE LINE INTERSECTION IN 16TH STREET AND WYNKOOP STREET; THENCE SOUTH 45°07'19" EAST, ALONG SAID 20' RANGE LINE IN SAID 16TH STREET, A DISTANCE OF 100.81 FEET; THENCE SOUTH 44°52'41" WEST, PERPENDICULAR TO SAID RANGE LINE, A DISTANCE OF 13.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED;

THENCE CONTINUE SOUTH 44°52'41" WEST, PERPENDICULAR TO SAID RANGE LINE, A DISTANCE OF 6.50 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID 16TH STREET;

THENCE SOUTH 45°07'19" EAST, ALONG SAID 16TH STREET RIGHT-OF-WAY LINE, A DISTANCE OF 14.50 FEET;

THENCE NORTH 44°52'41" EAST, PERPENDICULAR TO THE PREVIOUSLY MENTIONED RANGE LINE, A DISTANCE OF 6.50 FEET;

THENCE NORTH 45°07'19" WEST, PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 14.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS A CALCULATED AREA OF 94.25 SQUARE FEET OR 0.00216 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT AS AN AID IN INTERPRETING THE ABOVE WRITTEN DESCRIPTION.

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

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

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

10 (c) If the Permittee intends to install any underground facilities in or near a public road,
11 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification
12 Association of Owners and Operators of Underground Facilities by contacting the Utility Notification
13 Center of Colorado, 12600 West Colfax Avenue, Suite B-310, Lakewood, Colorado 80215, at 303-
14 232-1991. Further, Permittee shall contact the Utility Notification Center at 1-800-922-1987 to locate
15 underground facilities prior to commencing any work under this permit.

(d) Permittee is fully responsible for any and all damages incurred to facilities of the Water Department 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 Manager of Public Works, in the Manager's sole and absolute discretion, Permittee shall pay all cost and expense of the portion of the sewer affected by the permitted structure. The extent of the affected portion to be replaced or relocated by Permittee shall be determined by the Manager of Public Works. Any and all replacement or repair of facilities of the Water Department and/or drainage facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be made by the Water Department and/or the City and County of Denver at the sole expense of the Permittee. In the event Permittee's facilities are damaged or destroyed due to the Water Department's or the City and County of Denver's repair, replacement and/or operation of its facilities, repairs will be made by the Permittee at its sole expense. Permittee agrees to defend, indemnify and save the City harmless and to repair or pay for the repair of any and all damages to said sanitary sewer, or those damages resulting from the failure of the sewer to properly function as a result of the permitted structure.

(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 telephone 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 of the City and County of Denver. Plans and Specifications governing the construction of the Encroachments shall be approved by the Manager of Public Works and the Director of Building Inspection Division prior to construction. Upon completion, a reproducible copy of the exact location and dimensions of the Encroachments shall be filed with the Manager of Public Works.

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

(h) Permittee shall pay all costs of construction and maintenance of the Encroachments. Upon revocation of the permit or upon abandonment, Permittee shall pay all costs of removing the

Encroachments from the Encroachment Area and return the Encroachment Area to its original condition under the supervision of the City Engineer.

(i) Permittee shall remove and replace any and all street/alley paving, sidewalks, and curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that become broken, damaged or unsightly during the course of construction. 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 the City Engineer, the damage has been caused by 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 the City Engineer.

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

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

(l) During the existence of the Encroachments and this permit, Permittee, its successors and assigns, at its expense, and without cost to the City and County of Denver, shall procure and maintain a single limit comprehensive general liability insurance policy with a limit of not less than \$500,000.00. 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 County of Denver and authorized to do business in the State of Colorado. A certified copy of all such insurance policies shall be filed with the Manager of Public Works, 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 Manager of Public Works at least thirty (30) days prior to the effective date of the cancellation or material change. All such insurance policies shall be specifically endorsed to include all liability assumed by the Permittee hereunder and shall name the City and County of Denver as an additional insured.

(m) 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 Revised Municipal Code of the City and County of Denver. The failure to comply with any such provision shall be a proper basis for revocation of this permit.

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

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

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 and County of Denver; provided however, at a reasonable time prior to 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 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.

COMMITTEE APPROVAL DATE: December 27, 2012 [by consent]

MAYOR-COUNCIL DATE: January 1, 2013

PASSED BY THE COUNCIL: _____, 2012

_____ - PRESIDENT

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

PREPARED BY: Brent A. Eisen, Assistant City Attorney

DATE: January 3, 2013

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

Douglas J. Friednash, Denver City Attorney

BY: _____, Assistant City Attorney DATE: _____, 2013