



Department of Public Works
Engineering Regulatory & Analytics
201 W. Colfax Avenue, Dept. 507
Denver, CO 80202
720-865-3001
www.denvergov.org/survey

REQUEST FOR ORDINANCE TO RELINQUISH EASEMENT

TO: Caroline Martin, City Attorney's Office

FROM: Ted Christianson
Director, Public Works Right of Way Services

PROJECT NO: 2017-RELINQ-0000011

DATE: June 13, 2017

SUBJECT: Request for an Ordinance to relinquish the easement conveyed in Permanent Non-Exclusive Easement (PNEE) with recordation no 2015169819, in its entirety at West 50th Avenue and Vrain Street (Willis Case Golf Course).

Matt Bryner
MATT BRYNER
SR. ENGR. MGR., PWRWS

It is requested that the above subject item be placed on the next available Mayor Council Agenda.

This office has investigated the request of Scott Chomiak, dated May 11, 2017 on behalf of Koelbel Development Company for the relinquishment of said easements.

This matter has been checked by this office and has been coordinated with Asset Management; Comcast; the City Councilperson; CPD: Planning Services; Historic Preservation/Landmark; Denver Water; Denver Fire Department; City Forestry; Parks and Recreation; Engineering, Regulatory, and Analytics Transportation and Wastewater; Public Works: Construction Engineering; Public Works – Policy and Planning; Metro Wastewater Reclamation District; Survey; CenturyLink; and Xcel Energy, all of whom have returned our questionnaires indicating their agreement.

As a result of the investigations, it has been determined that there is no objection to relinquishing the subject easement.

Therefore, you are requested to initiate Council action to relinquish the easements in the following described area(s):

Please refer to Description for Exhibit B found in Permanent Non-Exclusive Easement (PNEE) with recordation no. 2015169819

A map of the area and a copy of the document creating the easement are attached.

TC:cs

cc:

City Councilperson & Aides
City Council Staff – Shelley Smith
Department of Law – Brent Eisen
Department of Law – Shaun Sullivan
Public Works, Manager's Office – Alba Castro
Public Works, Legislative Services – Angela Casias
Public Works, Survey – Paul Rogalla

ORDINANCE/RESOLUTION REQUEST

Please email requests to Angela Casias
at angela.casias@DenverGov.org by **12:00 pm on Monday**.

All fields must be completed.

Incomplete request forms will be returned to sender which may cause a delay in processing.

Date of Request: June 13, 2017

Please mark one: Bill Request or Resolution Request

1. Has your agency submitted this request in the last 12 months?

Yes No

If yes, please explain:

2. **Title:** *(Include a concise, one sentence description – please include name of company or contractor and contract control number - that clearly indicates the type of request: **grant acceptance, contract execution, contract amendment, municipal code change, supplemental request, etc.**)*

Request for an Ordinance to relinquish the easement conveyed in Permanent Non-Exclusive Easement (PNEE) with recordation no 2015169819, in its entirety at West 50th Avenue and Vrain Street (Willis Case Golf Course).

3. **Requesting Agency:** PW Right of Way Services
Agency Division: Engineering, Regulatory & Analytics

4. **Contact Person:** *(With actual knowledge of proposed ordinance/resolution.)*

- **Name:** Chaunda Sinn
- **Phone:** 720-865-3036
- **Email:** chaunda.sinn@gmail.com

5. **Contact Person:** *(With actual knowledge of proposed ordinance/resolution who will present the item at Mayor-Council and who will be available for first and second reading, if necessary.)*

- **Name:** Angela Casias
- **Phone:** 720-913-8529
- **Email:** angela.casias@denvergov.org

6. **General description/background of proposed ordinance including contract scope of work if applicable:**

Request for an Ordinance to relinquish the easement conveyed in Permanent Non-Exclusive Easement (PNEE) with recordation no 2015169819, in its entirety at West 50th Avenue and Vrain Street (Willis Case Golf Course).

****Please complete the following fields:** *(Incomplete fields may result in a delay in processing. If a field is not applicable, please enter N/A for that field – please do not leave blank.)*

- a. **Contract Control Number:** N/A
- b. **Contract Term:** N/A
- c. **Location:** West 50th Avenue and Vrain Street (Willis Case Golf Course)
- d. **Affected Council District:** Dist # 1, Rafael Espinoza
- e. **Benefits:** N/A
- f. **Contract Amount (indicate amended amount and new contract total):** N/A

7. **Is there any controversy surrounding this ordinance?** *(Groups or individuals who may have concerns about it?)* **Please explain.**

None.

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: _____

Date Entered: _____



EASEMENT RELINQUISHMENT EXECUTIVE SUMMARY

Project Title: 2017-RELINQ-0000011 KUH Utica LLC at W 50th Ave and Vrain St

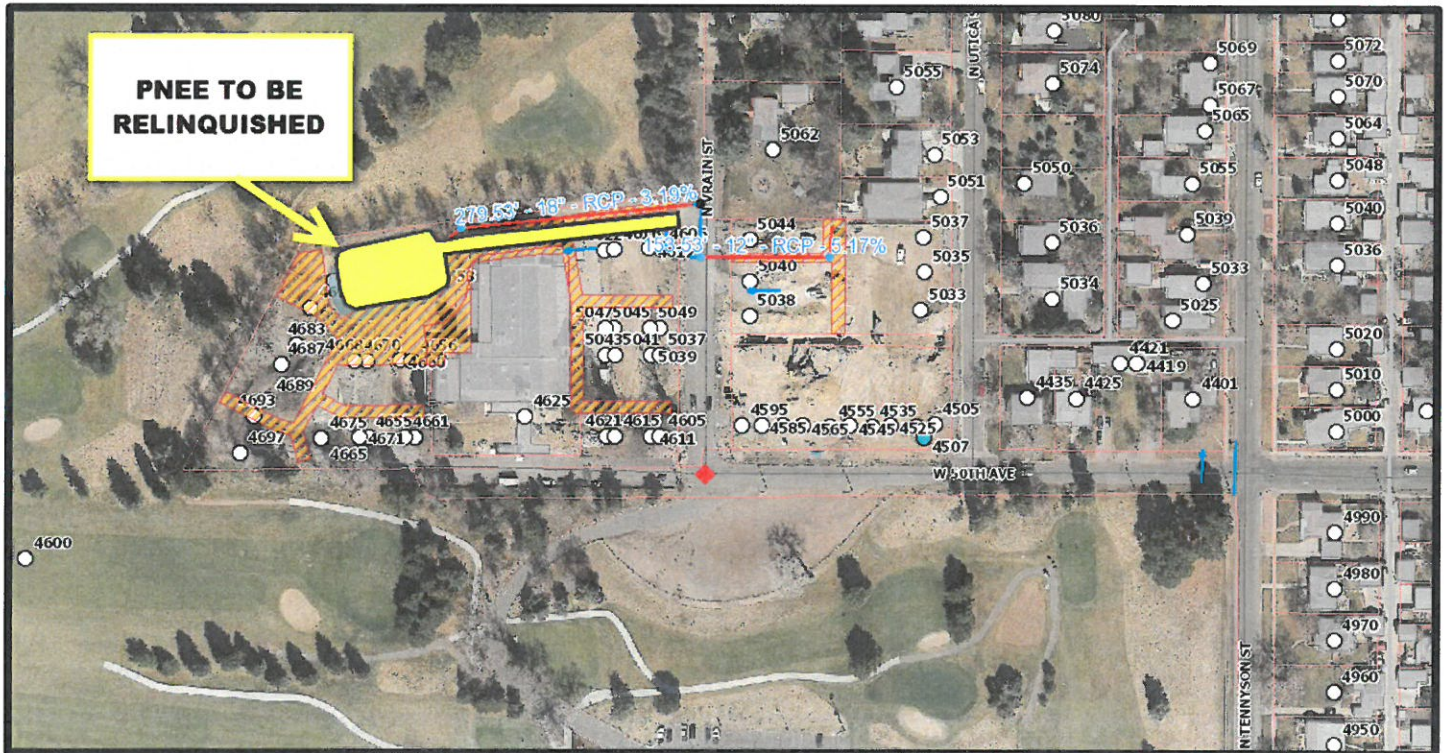
Property Owner name: KUH Utica, LLC

Description of Proposed Project: Request for an Ordinance to relinquish the easement conveyed in Permanent Non-Exclusive Easement (PNEE) with recordation no 2015169819, in its entirety at West 50th Avenue and Vrain Street (Willis Case Golf Course).

Explanation of why the public right-of-way must be utilized to accomplish the proposed project: The PNEE must be relinquished because it encumbers two lots that are for sale.

Background: Storm facilities were being relocated. This easement was granted in the interim.

Location Map:





2015169819
Page: 1 of 8
R \$0.00
D \$0.00

Project Number: ~~2015PM00000175~~

2015D 00127

PERMANENT NON-EXCLUSIVE EASEMENT

5390 RESIDENCES – PHASE 1 AREA A

This Permanent Non-Exclusive Easement (“Easement”), made 18th day of November, 2015 between KUH Utica, LLC whose address is 5291 E Yale Street, Denver Co. 80222 (“Grantor(s)” or “Owner(s)”) and the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“City” or “Grantee”)

For and in consideration of connection to city wastewater facilities and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

1. The Grantor(s) are the owner of the property commonly known and addressed as 4625 W 50th Ave, Denver, Co 80212 (the “Property”), described in Exhibit A attached hereto and incorporated herein, which will be served by the following privately owned wastewater facilities: above ground water quality and detention pond, and storm sewer (collectively the “Facilities”).
2. The Grantor(s) are jointly and severally responsible for the maintenance and service of such Facilities to ensure conformance with all applicable plans and standards approved by the City.
3. The Grantor(s) hereby grant(s) and convey(s) a permanent non-exclusive easement to the City under, in, upon, across and over the land described in Exhibit B attached hereto and incorporated herein (“Easement Area”), for the purpose of maintaining, repairing, and servicing the Facilities if required as set forth herein, together with any and all rights of ingress and egress, necessary or convenient to the City to accomplish such purposes.
4. The Grantor(s) shall pay for and be responsible for all costs to construct, reconstruct, repair and maintain the Property, the Easement Area and all Facilities within the Easement area to ensure conformance with all applicable plans and standards relating to the Facilities approved by the City. The City shall not be responsible for any construction, repairs, maintenance, cleaning, snow removal or any other services on the Property or of the Facilities.

Project Number: 2015PM00000175

5. If, in the sole opinion of the City's Manager of Public Works, Facilities are not properly maintained, constructed, repaired, or serviced by Grantor(s), the City shall give notice to the Grantor(s) and if maintenance, construction, repairs, servicing, or corrections are not made within the time designated in such notice, the City is authorized, but not required, to make or have made maintenance, construction, repairs, servicing or corrections. If the City performs such maintenance, construction, repair, servicing or correction, the City shall charge and collect the cost thereof from the Grantor(s). However, in cases of emergency, as solely determined by the City's Manager of Public Works, the City may choose to make immediate maintenance, servicing, repairs or corrections and to collect the cost thereof from the Grantor(s) without notice.

6. The Grantor(s) shall in no way consider or hold the City or its personnel liable for trespass in the performance of any of the maintenance, construction, repairing, servicing, correcting or other activities referred to herein. Grantor(s) hereby agree to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Easement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City. Grantor(s) duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Grantor(s) duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages. Grantor(s) will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligations. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy. This defense and indemnification obligation shall survive the termination of this Easement.

7. If the Grantor(s) form an Owners Association to hold title to and/or administer the use, construction, repair, servicing and maintenance of the Facilities, the declaration or any similar instrument for any such Owners Association shall clearly state that the Owners Association has joint and several financial responsibility for the maintenance and repair of such Facilities, and the indemnity provisions of this Easement.

8. This Easement shall run with the land and shall be binding upon, jointly and severally, and shall inure to the benefit of, the parties hereto, their heirs, successors, or assigns.

9. This Permanent Non-Exclusive Easement shall be recorded in the Denver County real property records.

Project Number: 2015PM00000175

10. Notices required hereunder shall be in writing and shall be personally delivered or mailed by registered and certified United States mail, postage prepaid, return receipt requested to the following address, or at such other addresses that may be specified in writing:

If to City: Manager of Public Works
 201 W. Colfax, Department 608
 Denver, CO 80202

If to Grantor(s): KUH Utica, LLC
 5291 E Yale Street
 Denver, CO 80222

11. All obligations of the City pursuant to this Easement, if any, are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Easement and paid into the Treasury of the City.

[Signatures follow on next page.]

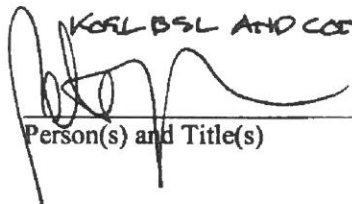
Project Number: 2015PM00000175

IN WITNESS WHEREOF, the Grantor(s) hereto have executed this Permanent Non-Exclusive Easement as of the day and year first above written.

GRANTOR(S):

KUH UTICA, LLC

BY:

KORLBSL AND COMPANY, A COLORADO CORPORATION AS MANAGER
 S.V.P.
Person(s) and Title(s)

PETER BENSON
Printed Name(s)

STATE OF Colorado)

_____) ss

COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 20th day of November 2015, by Peter Benson as S.V.P. for KUH UTICA, as the Grantor(s).
LLC

Witness my hand and official seal.

My commission expires: 9/25/2018

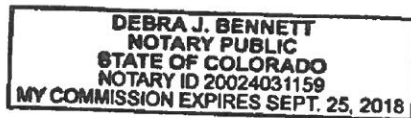


Notary Public

5291 E. 24th Ave

Address

Denver CO 80222



DESCRIPTION FOR EXHIBIT A

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.

A PORTION OF PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED AT RECEPTION 2015055566 IN THE OFFICE OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, SITUATED IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 18;
THENCE SOUTH 89°21'51" WEST, A DISTANCE OF 666.50 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL DEDICATED TO THE CITY AND COUNTY OF DENVER AT RECEPTION NO. 2015154541 AND THE POINT OF BEGINNING;

THENCE ALONG THE PERIMETER OF SAID PARCEL A THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 89°21'51" WEST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 587.68 FEET;
- 2) NORTH 27°13'04" EAST, A DISTANCE OF 307.08 FEET;
- 3) NORTH 82°22'31" EAST, A DISTANCE OF 449.56 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL DEDICATED BY RECEPTION NO. 2015154541;

THENCE SOUTH 00°16'55" EAST ALONG SAID WEST LINE, A DISTANCE OF 326.21 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 152,505 SQUARE FEET OR 3.50 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, MONUMENTED AT THE CENTER 1/4 CORNER WITH AN ILLEGIBLE 2 1/2" BRASS CAP IN RANGE BOX AND MONUMENTED AT THE SOUTH 1/4 CORNER WITH A 3 1/4" BRASS CAP STAMPED DMWW AND ASSUMED TO BEAR NORTH 00°49'06" WEST.

PREPARED BY: AARON MURPHY, PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



ISSUE DATE: 11/19/2015 PROJECT # 150300

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

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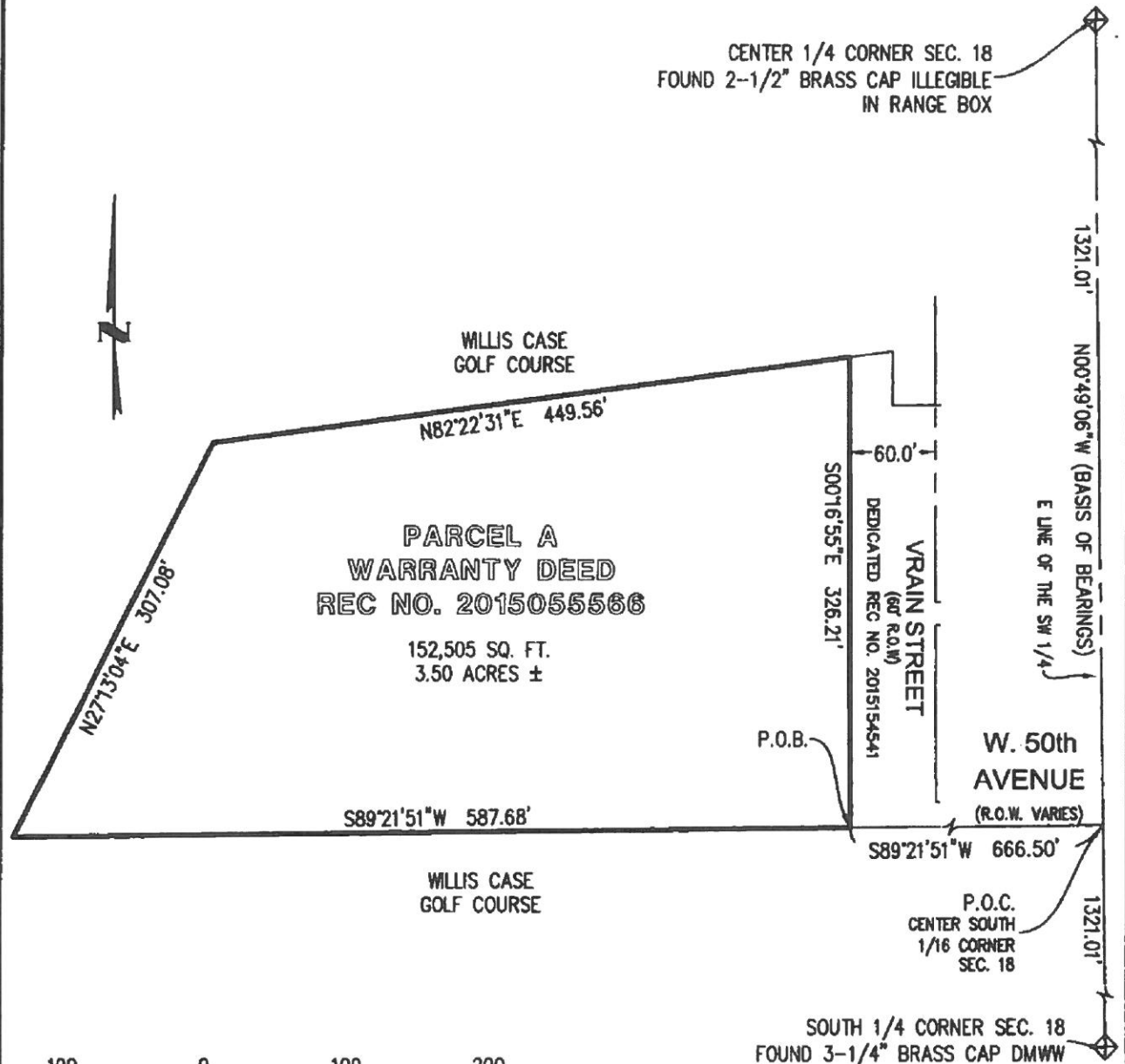
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HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

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| CHECKED BY: AMM DRAWN BY: BVS |
| SHEET NO 1 |
| 1 OF 2 |

EXHIBIT A

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

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| ISSUE DATE: 1/19/2015 | PROJECT #: 150308 |
| DATE | REVISION COMMENTS |
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EXHIBIT A

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocher@hks.com

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| CHECKED BY: ANM |
| DRAWN BY: BVS |
| sheet no. |
| 2 |
| 1 of 1 |

DESCRIPTION FOR EXHIBIT B

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.

A PORTION OF THAT LAND DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. 2015055566 IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER SOUTH SIXTEENTH CORNER OF SAID SECTION 18;
THENCE NORTH 65°20'02" WEST, A DISTANCE OF 735.07 FEET TO A POINT ON THE WEST LINE OF THE PARCEL DEDICATED TO THE CITY AND COUNTY OF DENVER AT RECEPTION NO. 2015154541 AND THE POINT OF BEGINNING;

THENCE SOUTH 00°16'55" EAST ALONG SAID WEST LINE, A DISTANCE OF 10.07 FEET;
 THENCE SOUTH 82°44'27" WEST, A DISTANCE OF 98.26 FEET;
 THENCE SOUTH 77°55'15" WEST, A DISTANCE OF 181.33 FEET;
 THENCE SOUTH 04°10'14" EAST, A DISTANCE OF 26.17 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 35.52 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 81°24'40", AND A CHORD WHICH BEARS SOUTH 36°32'06" WEST A CHORD DISTANCE OF 32.61 FEET;
 THENCE SOUTH 77°14'26" WEST, A DISTANCE OF 78.93 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 39.51 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°33'04", AND A CHORD WHICH BEARS NORTH 57°29'02" WEST A CHORD DISTANCE OF 35.53 FEET;
 THENCE NORTH 12°12'30" WEST, A DISTANCE OF 25.40 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 39.46 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°26'42", AND A CHORD WHICH BEARS NORTH 33°00'51" EAST A CHORD DISTANCE OF 35.49 FEET;
 THENCE NORTH 78°14'12" EAST, A DISTANCE OF 82.32 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 30.49 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 69°52'43", AND A CHORD WHICH BEARS SOUTH 66°49'27" EAST A CHORD DISTANCE OF 28.64 FEET;
 THENCE NORTH 77°55'15" EAST, A DISTANCE OF 183.25 FEET;
 THENCE NORTH 82°44'27" EAST, A DISTANCE OF 99.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12,038 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, MONUMENTED AT THE CENTER 1/4 CORNER WITH AN ILLEGIBLE 2 1/2" BRASS CAP IN RANGE BOX AND MONUMENTED AT THE SOUTH 1/4 CORNER WITH A 3 1/4" BRASS CAP STAMPED DMWW AND ASSUMED TO BEAR NORTH 00°49'06" WEST.

PREPARED BY: AARON MURPHY, PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



As per the provisions of the Colorado Surveying Act, the surveyor is not responsible for the accuracy of the information provided in this drawing.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

| DATE | REVISION COMMENTS |
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| 11-19-15 | PER COMMENTS |
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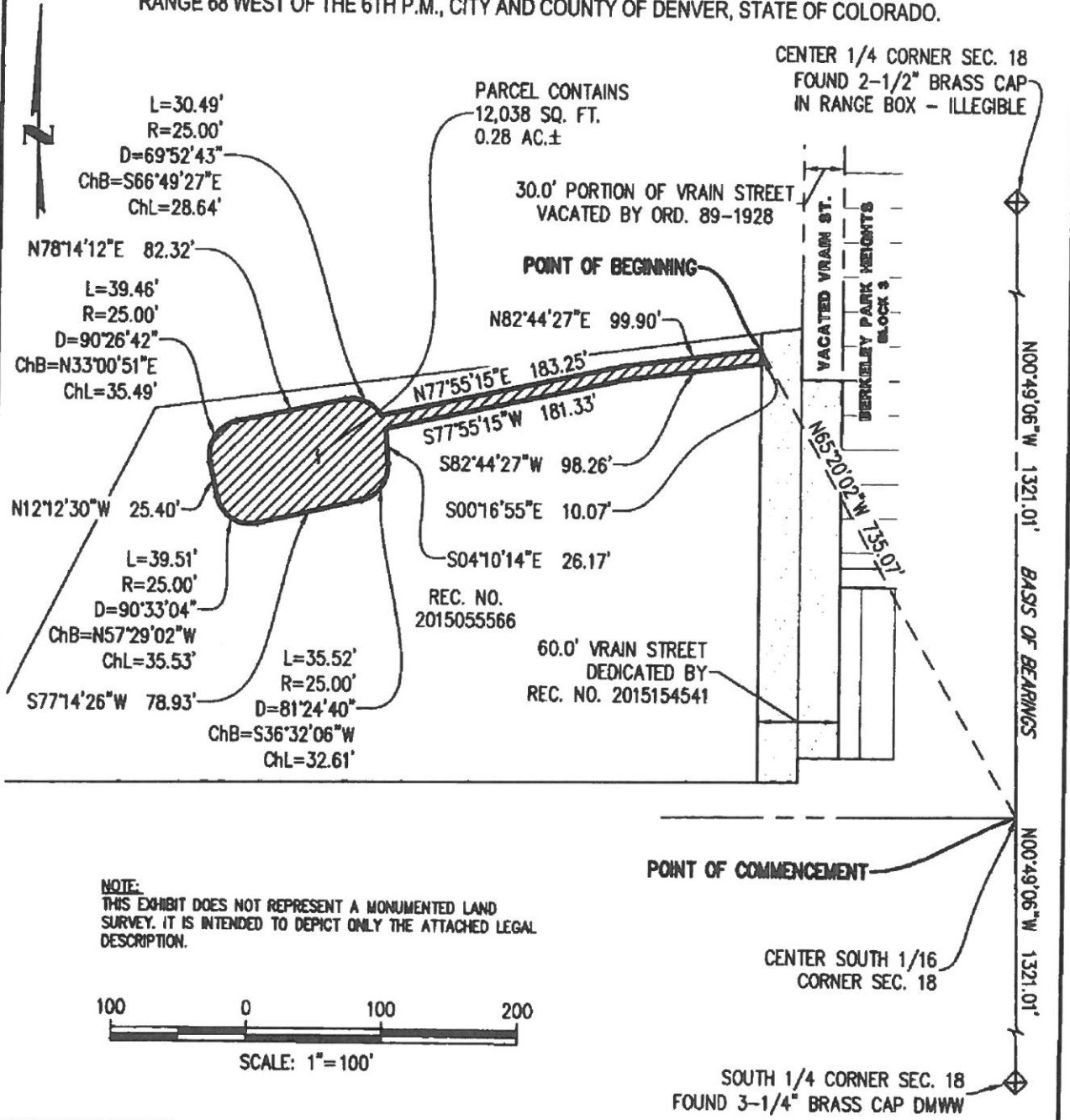
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HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

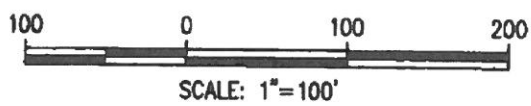
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| DRAWING NO. 1 |
| 1 OF 2 |

EXHIBIT B

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.



NOTE:
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| ISSUE DATE: 10-09-2015 | | PROJECT #: 150308 | |
| DATE | REVISION COMMENTS | | |
| 11-10-15 | PER COMMENTS | | |
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EXHIBIT

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1100
Denver, Colorado 80203
P: 303.622.6206 F: 303.622.8211
harris@harris-smith.com

| |
|---------------|
| CHKD BY: AWM |
| DRAWN BY: TWG |
| SHEET NO. |
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