


REQUEST FOR ORDINANCE TO RELINQUISH AN EASEMENT

TO: Ivone Avila-Ponce, City Attorney's Office

FROM: Glen Blackburn, PE, Director, Right of Way Services 

PROJECT NO: 2021-RELINQ-0000008

DATE: March 8, 2024

SUBJECT: Request for an Ordinance to relinquish easement(s) in their entirety established in Ordinance No. 237, Series of 2014, Reception No. 2015051989 and in the Permanent Easement, Reception No. 2014048614. Located at 1040 East Colfax Avenue.

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

This office has investigated the request of Heidi Brendemihl, dated April 8, 2021 on behalf of Route 40 RE LLC for the relinquishment of the subject easement(s).

This matter has been coordinated with Asset Management; City Forester; Comcast; Denver Water; DOTI: Survey, Construction Engineering, Policy & Planning, TES Signing and Striping, DES Transportation & Wastewater; Denver Fire Department; Historic Preservation/Landmark; Metro Water Recovery; Emergency Management; Parks & Recreation; CenturyLink; Xcel Energy; City Councilperson Hinds, District 5; CPD: DS Project Coordinator; RTD; and CDOT all of whom have indicated no objection to the proposed easement relinquishment(s).

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

A vicinity map of the subject easement area(s) and a copy of the document(s) creating the easement(s) are attached.

GB:bw

cc: City Councilperson & Aides
City Council Staff – Luke Palmisano
Department of Law – Bradley Beck
Department of Law – Deanne Durfee
Department of Law – Maureen McGuire
Department of Law – Martin Plate
DOTI, Manager's Office – Alba Castro
DOTI, Legislative Services – Nicholas Williams
DOTI, Survey – Paul Rogalla

ORDINANCE/RESOLUTION REQUEST

Please email requests to the Mayor's Legislative Team
at MileHighOrdinance@DenverGov.org by 9 a.m. Friday. Contact the Mayor's Legislative team with questions

Date of Request: March 8, 2024

Please mark one: Bill Request or Resolution Request

1. Type of Request:

- Contract/Grant Agreement Intergovernmental Agreement (IGA) Rezoning/Text Amendment
 Dedication/Vacation Appropriation/Supplemental DRMC Change
 Other: Easement Relinquishment

2. Title: (Start with *approves*, *amends*, *dedicates*, etc., include name of company or contractor and indicate the type of request: grant acceptance, contract execution, contract amendment, municipal code change, supplemental request, etc.)

Request for an Ordinance to relinquish easement(s) in their entirety established in Ordinance No. 237, Series of 2014 Reception No. 2015051989 and in the Permanent Easement, Reception No. 2014048614. Located at 1040 East Colfax Avenue.

3. Requesting Agency: DOTI: Right of Way Services; Engineering and Regulatory

4. Contact Person:

Contact person with knowledge of proposed ordinance/resolution (e.g., subject matter expert)	Contact person for council members or mayor-council
Name: Brianne White	Name: Nicholas Williams
Email: Brianne.white@denvergov.org	Email: Nicholas.Williams@denvergov.org

5. General description or background of proposed request. Attach executive summary if more space needed:

Route 40 RE LLC is requesting an Ordinance to relinquish the easement(s) in their entirety established in Ordinance No. 237, Series of 2014, Reception No. 2015051989 and in the Permanent Easement, Reception No. 2014048614. Located at 1040 East Colfax Avenue. Executive Summary is attached with additional information.

6. City Attorney assigned to this request (if applicable): Martin Plate

7. City Council District: Council Person Hinds, District 5

8. ****For all contracts, fill out and submit accompanying Key Contract Terms worksheet****

Key Contract Terms

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____

Type of Contract: (e.g. Professional Services > \$500K; IGA/Grant Agreement, Sale or Lease of Real Property):

Vendor/Contractor Name (including any dba's):

Contract control number (legacy and new):

Location:

Is this a new contract? Yes No Is this an Amendment? Yes No If yes, how many? _____

Contract Term/Duration (for amended contracts, include existing term dates and amended dates):

Contract Amount (indicate existing amount, amended amount and new contract total):

<i>Current Contract Amount</i> <i>(A)</i>	<i>Additional Funds</i> <i>(B)</i>	<i>Total Contract Amount</i> <i>(A+B)</i>

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>

Scope of work:

Was this contractor selected by competitive process?

If not, why not?

Has this contractor provided these services to the City before? Yes No

Source of funds:

Is this contract subject to: W/MBE DBE SBE XO101 ACDBE N/A

WBE/MBE/DBE commitments (construction, design, Airport concession contracts):

Who are the subcontractors to this contract?

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____



PERMANENT EASEMENT

THIS PERMANENT EASEMENT, made this 6th day of MARCH, 2014 between **SSP Colfax Marketplace LLC**, a Colorado limited liability company, c/o Slipstream Properties, whose legal address is 4701 E. Mississippi Ave. Glendale, CO 80246, ("Grantor") and the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("City" or "Grantee").

WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has this day bargained and sold and by these presents does hereby bargain and sell and transfer and convey to the Grantee, its successors and assigns, an exclusive and perpetual right to enter upon the lands hereinafter described to locate, construct, inspect, operate, maintain, repair, remove, replace, relocate and reconstruct facilities for storm water and sewage and other uses, including related underground and surface facilities and appurtenances thereto ("Improvements"), into, within, over, upon, across, through and under the following described parcel of land ("Property"):

*See Exhibit(s) A and B
Attached and incorporated by this reference*

To have and hold such permanent easement unto the Grantee and unto its successors and assigns forever.

The Grantor warrants and covenants with the Grantee that it is lawfully seized and possessed of the Property, and that it has a good and lawful right to grant this permanent easement in the Property and there are no other known interests in the Property that could impair the rights granted by this easement. Grantor further covenants and agrees that no building, structure, wall, fence, tree, irrigation system, utility installation or other above or below ground obstruction that may interfere with the purposes for which this easement is granted is now or may be placed, erected, installed or permitted upon the Property. Grantee shall also have the right to trim or remove trees, bushes, undergrowth and other obstructions on or adjacent to the Property interfering with or presenting a hazard to the location, construction, inspection, operation, maintenance, repair, removal, replacement, relocation and reconstruction of the Improvements.

Grantor agrees that in the event the terms of this easement are violated, that such violation shall immediately be corrected by the Grantor upon receipt of written notice from the Grantee, or the Grantee may itself elect to correct or eliminate such violation at the Grantor's expense. In the event Grantee repairs, reconstructs, maintains or services the Improvements, the Grantor shall promptly reimburse the Grantee for any costs or expenses incurred by the Grantee in enforcing the terms of this easement.

_____ Project No. _____ File No. _____

14-068
Asset Mgmt. #

Asset Management
Date: 4-30-14
Approved

Project Description:
RAW
COLFAX MARKET PLACE
COLFAX MARKET PLACE

The Grantor grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, for the purpose of locating, constructing, inspecting, operating, maintaining, repairing, removing, replacing, relocating and reconstructing Improvements.

Grantor releases the Grantee from any and all claims for damages arising in any way or incident to the construction, reconstruction, repair, replacement, and/or maintenance by the Grantee, or its agents, of the Improvements within of the Property.

Grantor, its successors and assigns, may use the Property in any lawful manner that will not interfere with and is consistent with the easement granted herein. The Grantee, to the extent practicable, agrees to restore landscaping on the Property to a condition similar to what it was prior to the Grantee's activities, except as necessarily modified to accommodate the Improvements. All obligations of the Grantee are subject to prior appropriation of monies expressly made by City Council and paid into the Treasury of the City.

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable State or federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

Grantor shall indemnify, defend and hold harmless the Grantee from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising from the condition of the Property, including the existence of any hazardous material, substance or waste.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land.

_____ Project No. _____ File No. _____

“GRANTOR”

Signed and delivered this 6TH day of MARCH, 20 14.

GRANTOR: **SSP Colfax Marketplace LLC**

By: *PAE*
Printed Name: Peter A Eklund
Title: Principal

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

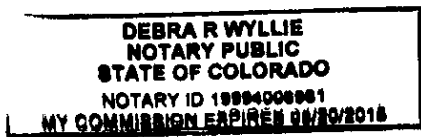
The foregoing instrument was acknowledged before me this 6TH day of MARCH, 20 14, by PETER A EKLUKND as PRINCIPAL of **SSP Colfax Marketplace LLC**, a Colorado limited liability company.

My commission expires: MAY 20, 2015

WITNESS my hand and official seal.

Notary Public

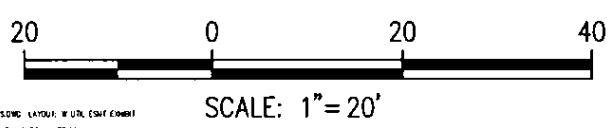
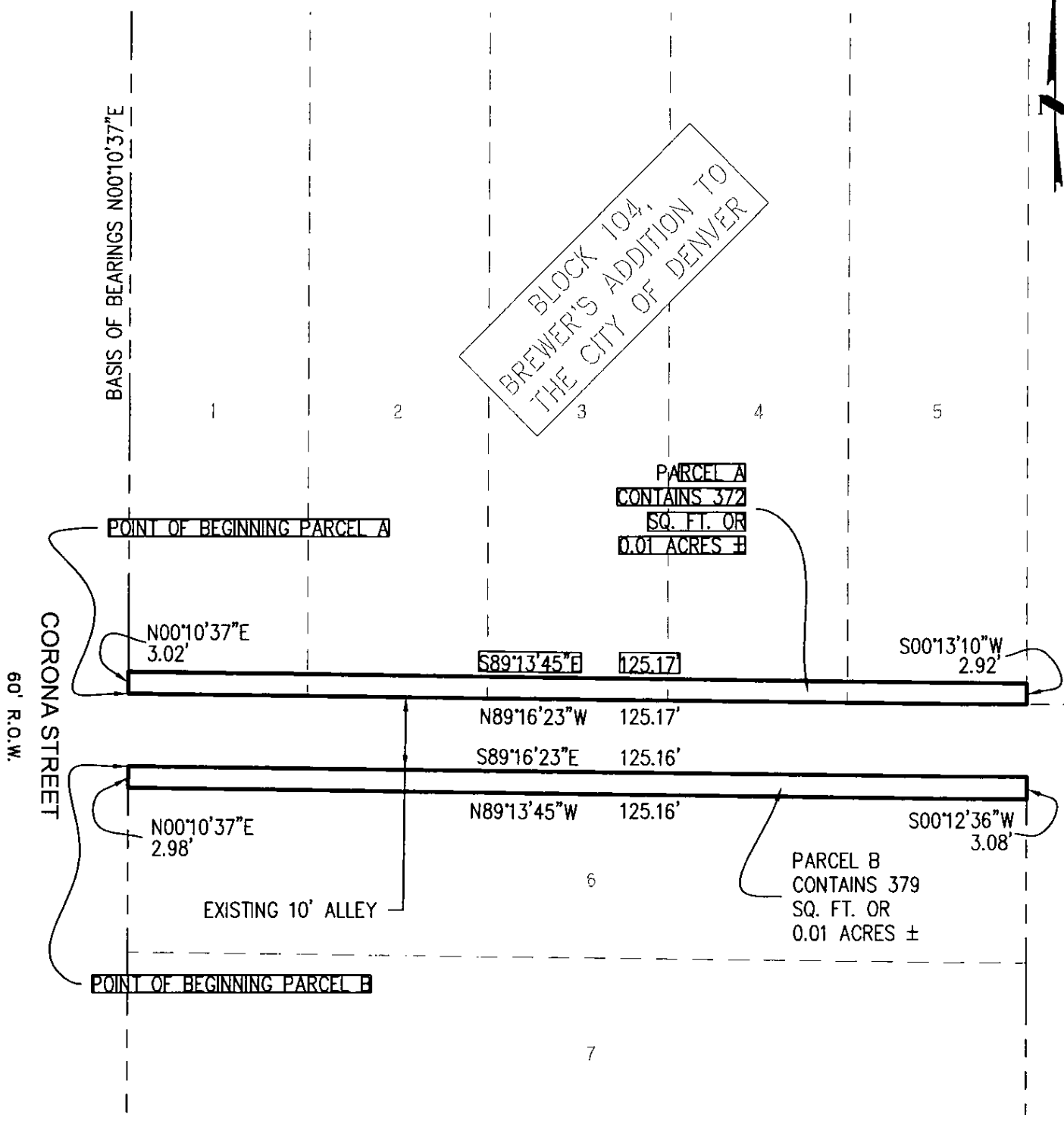
Debra R Wyllie



Project No. _____ File No. _____

EXHIBIT

SITUATED IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 4 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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A 2013 08 28 10:00 AM BY: ANTON HURVITZ
PLOTED: WED 09/27/11 4:09:34P BY: ANTON HURVITZ

DATE	REVISION COMMENTS
7-15-13	PER COMMENTS
8-7-13	PER COMMENTS

COLFAX MARKETPLACE

UTILITY EASEMENT
EXHIBIT

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303-623-6300 F: 303-623-6311
HarrisKocherSmith.com

CHKD BY: AWM DRAWN BY: KDW JOB NUM: 130312
SHEET NO: 2
2 OF 2

DESCRIPTION EXHIBIT "B"

SITUATED IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF LOTS 13 THROUGH 17, BLOCK 37, PARK AVENUE ADDITION TO DENVER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A THE SOUTHEAST CORNER OF THE WEST 17 FEET OF SAID LOT 13, BLOCK 37, SAID POINT BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF AN EXISTING 10-FOOT ALLEY AND THE WEST RIGHT-OF-WAY LINE OF DOWNING STREET;
THENCE NORTH 89°35'57" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 117.07 FEET;
THENCE NORTH 00°13'10" EAST, A DISTANCE OF 1.50 FEET;
THENCE NORTH 45°18'36" EAST, A DISTANCE OF 6.35 FEET;
THENCE SOUTH 89°35'57" EAST, A DISTANCE OF 112.57 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID DOWNING STREET;
THENCE SOUTH 00°14'37" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 692 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF DOWNING STREET, ASSUMED TO BEAR NORTH 00°14'37" EAST.

PREPARED BY: AARON MURPHY
PLS 38162

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



FLORIAN 11/13/2013 10:00:00 AM LAYOUT UPL EAST DESC
1 2007 10:00:00 AM
PLOTED: 11/13/13 10:00:00 AM BY: AARON MURPHY

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

ISSUE DATE: 12-3-13	
DATE	REVISION COMMENTS

COLFAX MARKETPLACE

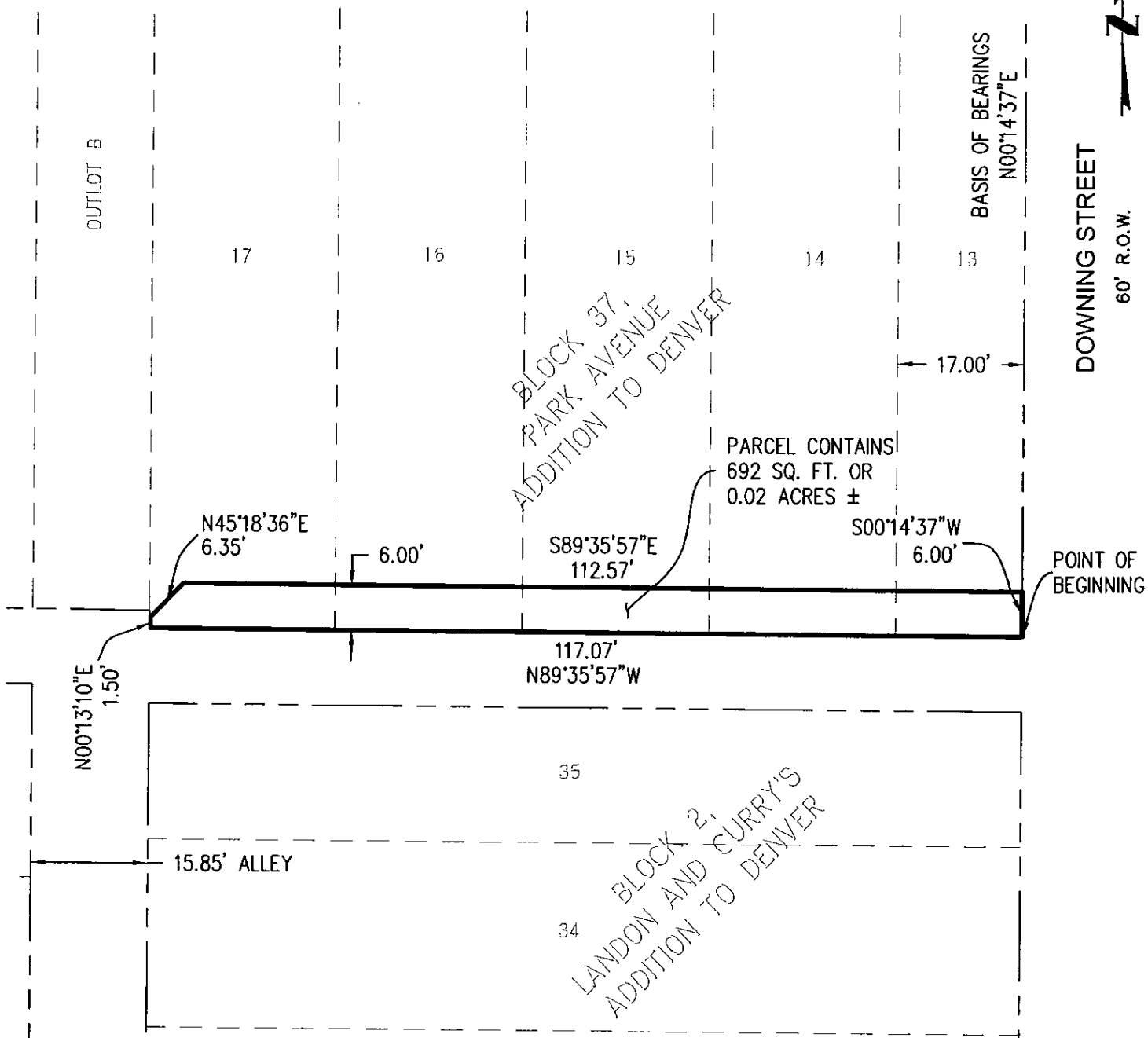
EAST UTILITY EASEMENT
DESCRIPTION

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303-623-6300 F: 303-623-6311
HarrisKocherSmith.com

CHK'D BY: AWM DRAWN BY: AWM JOB NUM: 130312
SHEET NO. 1 1 OF 2

EXHIBIT

SITUATED IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.



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

ISSUE DATE: 12-3-13	
DATE	REVISION COMMENTS

COLFAX MARKETPLACE

EAST UTILITY EASEMENT
 EXHIBIT

HKS HARRIS KOCHER SMITH
 1120 Lincoln Street, Suite 1000
 Denver, Colorado 80203
 P: 303-623-6300 F: 303-623-6311
 HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: AWM
JOB NUM: 130312
SHEET NO: 2
2 OF 2



04/23/2015 03:58 PM
City & County of Denver
Electronically Recorded

R \$16.00

ORD

D \$0.00

BY AUTHORITY

ORDINANCE NO. 237
SERIES OF 2014

COUNCIL BILL NO. CB14-0294
COMMITTEE OF REFERENCE:
Land Use, Transportation, and Infrastructure

A BILL

For an ordinance vacating a portion of the alley bounded by Colfax Avenue, 14th Avenue, Downing Street and Corona Street, with reservations.

WHEREAS, the Manager of Public Works of the City and County of Denver has found and determined that the public use, convenience and necessity no longer require that certain area in the system of thoroughfares of the municipality hereinafter described and, subject to approval by ordinance, has vacated the same with the reservations hereinafter set forth;

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

Section 1. That the action of the Manager of Public Works in vacating the following described right-of-way in the City and County of Denver and State of Colorado, to wit:

PARCEL DESCRIPTION ROW NO. 2013-0123-05-001

A PARCEL OF LAND BEING A PORTION OF THE 10-FOOT ALLEY IN BLOCK 104, BREWER'S ADDITION TO THE CITY OF DENVER LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, SAID BLOCK 104, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAID 10-FOOT ALLEY;
THENCE SOUTH 89°16'23" EAST ALONG SAID NORTH LINE, A DISTANCE OF 125.17 FEET TO THE SOUTHEAST CORNER OF LOT 5, SAID BLOCK 104;
THENCE SOUTH 00°12'36" WEST, A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF LOT 6, SAID BLOCK 104, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID 10-FOOT ALLEY;
THENCE NORTH 89°16'23" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 125.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 6;
THENCE NORTH 00°10'37" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,252 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

be and the same is hereby approved and the described right-of-way is hereby vacated and declared vacated;

1 PROVIDED, HOWEVER, said vacation shall be subject to the following reservation:

2 A perpetual, non-exclusive easement is hereby reserved by the City and County of Denver, its
3 successors and assigns, over, under, across, along, and through the vacated portion for the
4 purposes of constructing, operating, maintaining, repairing, upgrading and replacing public or
5 private utilities including, but not limited to, storm drainage, sanitary sewer, and water facilities and
6 all appurtenances to said utilities. A hard surface shall be maintained by the property owner over
7 the entire vacated area. The City reserves the right to authorize the use of the reserved easement
8 by all utility providers with existing facilities in the vacated area. No trees, fences, retaining walls,
9 landscaping or structures shall be allowed over, upon or under the vacated area. Any such
10 obstruction may be removed by the City or the utility provider at the property owner's expense.
11 The property owner shall not re-grade or alter the ground cover in the vacated area without
12 permission from the City and County of Denver. The property owner shall be liable for all damages
13 to such utilities, including their repair and replacement, at the property owner's sole expense. The
14 City and County of Denver, its successors, assigns, licensees, permittees and other authorized
15 users shall not be liable for any damage to property owner's property due to use of this reserved
16 easement.

17 COMMITTEE APPROVAL DATE: April 10, 2014 [by consent]

18 MAYOR-COUNCIL DATE: April 15, 2014

19 PASSED BY THE COUNCIL: April 28, 2014

20 Mayor Bob Johnson - PRESIDENT

21 APPROVED: [Signature] - MAYOR _____, 2014

22 ATTEST: [Signature] - CLERK AND RECORDER,
23 EX-OFFICIO CLERK OF THE
24 CITY AND COUNTY OF DENVER
25

26 NOTICE PUBLISHED IN THE DAILY JOURNAL: April 25, 2014; MAY 2, 2014

27 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: April 17, 2014

28 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of
29 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
30 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to §
31 3.2.6 of the Charter.
32

33 D. Scott Martinez, Denver City Attorney

34 BY: [Signature], City Attorney DATE: 17 Apr, 2014

