

BY AUTHORITY

RESOLUTION NO. CR25-1446

COMMITTEE OF REFERENCE:

SERIES OF 2025

Transportation and Infrastructure

A RESOLUTION

Granting a revocable permit to Lowell17, LLC, DRMS Sloan's Lake LLC, Lowell 17 Equities LLC, and Sloan Lake Parking Garage Developer LLC, to encroach into the right-of-way at 1601 Lowell Boulevard.

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

Section 1. The City and County of Denver ("City") hereby grants to Lowell17, LLC, DRMS Sloan's Lake LLC, Lowell 17 Equities LLC, and Sloan Lake Parking Garage Developer LLC, the owners of the Benefitted Property, and their successors and assigns ("Permittees"), a revocable permit to encroach into the right-of-way with an ambulance drop-off canopy ("Encroachment") at 1601 Lowell Boulevard in the following described area ("Encroachment Area"):

PARCEL DESCRIPTION ROW NO. 2025-ENCROACHMENT-0000085-002:

A PARCEL OF LAND IN THE 80 FOOT PUBLIC RIGHT OF WAY OF W 17TH AVE AS SHOWN ON PIERSON'S ADDITION TO DENVER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, COLORADO, DESCRIBED AS FOLLOWS:

NOTE:

1. THE BASIS OF BEARINGS IS THE 20 FOOT RANGE LINE FOR WEST 17TH AVENUE BETWEEN NORTH NEWTON AND NORTH LOWELL BOULEVARD LOCATED IN SECTION 31, T3S, R68W OF THE 6TH P.M., AS MONUMENTED WITH AXLES IN RANGE BOXES AT EACH END AND IS ASSUMED TO BEAR S 89°49'08" E.

2. ALL DIRECTIONS, DISTANCES AND DIMENSIONS ARE BASED ON COORDINATES FROM THE CITY AND COUNTY OF DENVER LOCAL COORDINATE SYSTEM.

COMMENCING AT THE RANGE POINT FOUND FOR THE 20 FOOT RANGE LINE AT THE INTERSECTION OF WEST 17TH AVENUE AND NORTH LOWELL BOULEVARD; THENCE S 78°09'40" W A DISTANCE OF 96.04 FEET TO A POINT ON THE NORTH LINE OF BLOCK 4, PIERSON'S ADDITION TO DENVER AS RECORDED DECEMBER 21ST, 1910 AT BOOK OF MAPS 17 PAGE 10, FROM WHENCE THE NORTHEAST CORNER OF SAID BLOCK 4 BEARS S 89°49'08" E A DISTANCE OF 34.97 FEET; SAID NORTH LINE ALSO BEING THE SOUTH RIGHT OF WAY OF WEST 17TH AVE. AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT OF WAY, N 89°49'08" W A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, N 00°10'52" E A DISTANCE OF 12.50 FEET; THENCE S 89°49'08" E A DISTANCE OF 40.00 FEET;

THENCE S 00°10'52" W A DISTANCE OF 12.50 FEET TO SAID SOUTH RIGHT OF WAY AND THE POINT OF BEGINNING.

CONTAINING 500 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

and benefitting the following described parcel of property ("Benefitted Property"):

PARCEL DESCRIPTION ROW NO. 2025-ENCROACHMENT-0000085-001:

PARCEL 1

LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 3, PIERSON'S ADDITION TO DENVER, TOGETHER WITH THE VACATED ALLEY IN SAID BLOCK, AND TOGETHER WITH THE WEST 1/2 OF VACATED MEADE STREET ADJACENT TO SAID LOTS 15 THROUGH 28, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 2

LOTS 1 THROUGH 28, BLOCK 4, INCLUSIVE, PIERSON'S ADDITION TO DENVER, TOGETHER WITH THE VACATED ALLEY IN SAID BLOCK 4; TOGETHER WITH THAT PORTION OF THE EAST 1/2 OF VACATED MEADE STREET ADJOINING SAID LOTS 1 TO 14; AND, TOGETHER WITH THAT PORTION OF THE NORTH 1/2 OF VACATED WEST 16TH AVENUE ADJOINING, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 15, BLOCK 4, THENCE SOUTH ALONG THE WEST LINE OF LOWELL BOULEVARD, A DISTANCE OF 34 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 145.12 FEET, THENCE SOUTHERLY TO A POINT ON THE CENTERLINE OF WEST 16TH AVENUE, A DISTANCE OF 6 FEET; THENCE WESTERLY ALONG THE SAID CENTERLINE TO A POINT ON THE EAST LINE OF MEADE STREET; THENCE NORTHERLY TO THE SOUTHWEST CORNER OF SAID LOT 14, BLOCK 4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID BLOCK 4 TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO

Section 2. The revocable permit ("Permit") granted by this Resolution is expressly granted upon and subject to each and all of the following terms and conditions (terms not defined herein are defined in the Rules and Regulations Governing Encroachments & Encumbrances in the Public Right of Way):

(a) Permittee shall obtain a street occupancy permit, street cut permit, and/or ROW construction permit from the City's Department of Transportation and Infrastructure ("DOTI") Permit Operations through www.denvergov.org/dotipermits prior to commencing construction.

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

(c) If the Permittee intends to install any underground facilities in or near a Public road, street, alley, ROW or utility easement, the Permittee shall join the Statewide Notification Association

1 of Owners and Operators of Underground Facilities by contacting the Utility Notification Center of
 2 Colorado (Colorado 811) through <https://colorado811.org/> or at 303-232-1991, 16361 Table
 3 Mountain Pkwy, Golden, Colorado, 80403. Further, Permittee shall contact the Utility Notification
 4 Center (Colorado 811) at <https://colorado811.org/> or 303-232-1991 to request locates for existing
 5 underground facilities prior to commencing excavation.

6 (d) Permittee is fully responsible for any and all damages incurred to facilities of Denver
 7 Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and
 8 County of Denver due to activities authorized by the Permit. Should the relocation or replacement of
 9 any drainage facilities for water and sewage of the City and County of Denver become necessary as
 10 determined by the City's Executive Director of DOTI ("Executive Director"), in the Executive
 11 Director's sole and absolute discretion, Permittee shall pay all cost and expense of the portion of the
 12 water and/or sewer facilities affected by the Encroachment(s). The extent of the affected portion to
 13 be replaced and relocated by Permittee shall be determined by the Executive Director. Any and all
 14 replacement or repair of facilities of Denver Water and any other Utility Company, and/or drainage
 15 facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be
 16 made by Denver Water, Utility Company, and/or the City and County of Denver at the sole expense
 17 of the Permittee. In the event the Permittee's facilities are damaged or destroyed due to Denver
 18 Water's, Utility Company's, or the City and County of Denver's repair, replacement and/or operation
 19 of its facilities, repairs will be made by Permittee at its sole expense. Permittee agrees to defend,
 20 indemnify and hold the City harmless and to repair or pay for the repair of any and all damages to
 21 said water, storm, sanitary sewer facilities or other Utility Company facilities, or those damages
 22 resulting from the failure of the water, storm, sanitary sewer facilities or other Utility Company
 23 facilities to properly function because of the Encroachment(s).

24 (e) Permittee shall comply with all requirements of affected Utility Companies and pay for
 25 all costs of removal, relocation, replacement or rearrangement of Utility Company facilities. Existing
 26 utility facilities shall not be utilized, obstructed or disturbed.

27 (f) All construction in, under, on or over the Encroachment Area shall be accomplished in
 28 accordance with the Building Code and City and County of Denver Department of Transportation &
 29 Infrastructure Transportation Standards and Details for the Engineering Division.

30 (g) Permittee shall observe and comply with all Federal, State and local laws, regulations,
 31 ordinances, and public safety requests regarding the use of the Encroachment Area.

32 (h) Plans and Specifications governing the construction of the Encroachment(s) shall be
 33 approved by DOTI prior to construction.

1 (i) Permittee shall pay all costs of construction and maintenance of the Encroachment(s).
 2 Upon revocation of the Permit or upon abandonment, Permittee shall pay all costs of removing the
 3 Encroachment(s) from the Encroachment Area and restore the Encroachment Area to a condition in
 4 accordance with City and County of Denver Department of Transportation & Infrastructure
 5 Transportation Standards and Details for the Engineering Division under the supervision of DOTI.

6 (j) Permittee shall remove and replace any and all street/alley paving, Sidewalks,
 7 Streetscapes, Amenity Zones, and curb and gutter, both inside the Encroachment Area and in the
 8 rights-of-way adjacent thereto, that become broken, damaged or unsightly during, in the opinion of
 9 DOTI, the course of construction or maintenance of the Encroachment(s). In the future, Permittee
 10 shall also remove, replace or repair any street/alley paving, Sidewalks, and curb and gutter that
 11 become broken or damaged when, in the opinion of DOTI, the damage has been caused by the
 12 Encroachment(s) or the activity of the Permittee within the Encroachment Area. All repair work shall
 13 be accomplished without cost to the City and under the supervision of DOTI.

14 (k) The City reserves the right to make an inspection of the Encroachment(s) and the
 15 Encroachment Area.

16 (l) During the existence of the Encroachment(s) and the Permit, Permittee, its successors
 17 and assigns, at its expense, and without cost to the City, shall procure and maintain Commercial
 18 General Liability insurance policy with a limit of not less than \$1,000,000 per occurrence. All
 19 coverages are to be arranged on an occurrence basis and include coverage for those hazards
 20 normally identified as X.C.U. during construction. The insurance coverage required herein
 21 constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or
 22 lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All
 23 insurance coverage required herein shall be written in a form and by a company or companies
 24 approved by the Risk Manager of the City and authorized to do business in the State of Colorado. A
 25 certified copy of all such insurance policies shall be filed with the Executive Director, and each such
 26 policy shall contain a statement therein or endorsement thereon that it will not be canceled or
 27 materially changed without written notice, by registered mail, to the Executive Director at least thirty
 28 (30) days prior to the effective date of the cancellation or material change. The City and County of
 29 Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as
 30 Additional Insured.

31 (m) In addition to the requirement herein to comply with all laws, Permittee shall comply
 32 with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and
 33 Commercial Space, Public Accommodations, Educational Institutions and Health and Welfare

Services) of Chapter 28 (Human Rights) of the DRMC. The failure to comply with any such provision shall be a proper basis for revocation of the Encroachment(s).

(n) The right to revoke the Permit at any time for any reason and require the removal of the Encroachment(s) is expressly reserved to the City.

(o) By Permittee's use of this Permit and the Encroachment Area, Permittee agrees to the following:

i. Permittee agrees 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 this Permit and the Encroachment(s) ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Permittee or its agents either passive or active, irrespective of fault, including City's negligence whether active or passive.

ii. Permittee'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. Permittee'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.

iii. Permittee 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 obligation. 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.

iv. Insurance coverage requirements specified in this Encroachment Permit shall in no way lessen or limit the liability of Permittee under the terms of this indemnification obligation. Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

v. This defense and indemnification obligation shall survive the expiration or termination of this Permit.

(p) Pursuant to Chapter 49 of the DRMC, DOTI is authorized to remove or to order the removal of any article, vehicle, object or thing whatsoever encroaching into any street, alley, Sidewalk, or other public way or place.

(q) No third party, person or agency, except for an authorized Special District, may place the Encroachment(s) in front of a property without written permission of the adjacent property owner.

(r) Permittee's use of the ROW for placement of the Encroachment(s) does not create a property right or ownership interest of any kind in the Encroachment Area to the Permittee.

(s) All Encroachment(s) in Amenity Zones containing existing Public Trees and/or with the potential to impact tree roots or tree canopy must be pre-approved by the Office of the City Forester (OCF), by contacting them at forestry@denvergov.org or 720-913-0651. Encroachment(s) cannot be attached to or damage any Public Tree, and any damage shall be reported to the OCF immediately for mitigation. All trenching, excavation and grading activities within the Dripline of any Public Tree must be pre-approved by the OCF. City permits are required for the planting or removal of any Public Trees and can be obtained by emailing forestry@denvergov.org.

(t) All disturbances associated with construction of the Encroachment(s) shall be managed as required by City standards for erosion control which may require standard notes or CASDP permitting depending on location and scope of project.

(u) Encroachment(s) proposed adjacent to a designated park or within a dedicated parkway shall require the City's Department of Parks and Recreation approval prior to installation.

(v) Encroachment(s) attached to a building may require building and/or zoning permits from the City's Department of Community Planning and Development.

(w) Encroachment(s) in the regulatory floodplain shall require a SUDP and comply with Chapter 4 Floodplain Regulations of the "Storm Drainage Design and Technical Criteria", Chapter 12 Floodplain Management of the "DOTI Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater" and the City Floodplain Ordinance in DRMC Section 56-200 through 56-206. Above ground Encroachment(s) in a Floodway require a No-Rise Certification sealed and signed by a Professional Engineer licensed in the State of Colorado. If there is any rise in Base Flood Elevations, a Conditional Letter of Map Revision (CLOMR) and LOMR will be required.

(x) Only clean soil may be brought onto an Encroachment Area. Verification of soil quality must be provided if requested. Material removed from an Encroachment Area must be properly disposed and is the responsibility of the Permittee.

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; provided however, at a reasonable time prior to City 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 City Council upon such

1 matters and thereat to present its views and opinions thereof and to present for consideration action
2 or actions alternative to the revocation of such Permit.

3

4 COMMITTEE APPROVAL DATE: October 8, 2025 by Consent

5 MAYOR-COUNCIL DATE: October 14, 2025

6 PASSED BY THE COUNCIL: _____

7 _____ - PRESIDENT

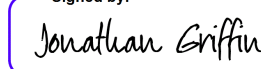
8 ATTEST: _____ - CLERK AND RECORDER,
9 EX-OFFICIO CLERK OF THE
10 CITY AND COUNTY OF DENVER

11 PREPARED BY: Martin A. Plate, Assistant City Attorney DATE: October 16, 2025

12 Pursuant to section 13-9, D.R.M.C., this proposed resolution has been reviewed by the Office of the
13 City Attorney. We find no irregularity as to form and have no legal objection to the proposed
14 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to
15 § 3.2.6 of the Charter.

16

17 Katie J. McLoughlin, Interim City Attorney

18 BY:  Signed by: _____, Assistant City Attorney
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DATE: 10/15/2025 | 3:38 PM MDT