

## Easement Relinquishment Submittal Checklist

**Any submittal not meeting all minimum checklist criteria  
herein shall be rejected as incomplete.**

Easement Relinquishment submittal documents will include the following:

- ☒ Application (Page 2&3 of this document) - Must be signed by owner, or a vested party
- ☒ Original holding document of the easement - eg. Ordinance, PNEE, Subdivision plan, etc.:
  - Must include the Clerk and Recorder's Book and Page, and/or Recordation Number.
- ☐ A Legal Description and Exhibits are required if you are relinquishing a portion of the easement as held in the original document. The Legal Description and Exhibit of the easement(s) to be relinquished, must be prepared by a Professional Land Surveyor (PLS), licensed in the State of Colorado:
  - PDF format (**must be PLS signed and stamped**) **and**
  - Word format (Does not need to be PLS signed and stamped)
- ☒ Site Plan - accurately engineered drawings to include:
  - ☒ Numerical and Bar Scale (Scale not to exceed 1:40)
  - ☒ North arrow
  - ☒ Legend
  - ☒ Vicinity map, if necessary
  - ☒ Plan set date and revision number (if applicable)
  - ☒ **Call out the location of the easement proposed to be relinquished and hatch area**
  - ☐ **Call out the location if new easement will be conveyed** (if applicable)
  - ☒ Property lines
  - ☒ Right-of-Way width
  - ☒ Edge of Pavement and/or Curb and Gutter
  - ☒ Sidewalks
  - ☒ Trees and landscaping in the ROW
  - ☒ Nearby driveways and alleys
  - ☒ Street names
  - ☐ **Aerial imagery is allowed, but does not replace the required Engineered drawings**

### FEES:

Must be paid immediately after project is logged in and a project number is provided by your Coordinator along with the project invoice.

Initial Processing Fee = \$1,000.00 (Non-Refundable)

Legal Description Review Fee = \$300.00 (Non-Refundable)

Ordinance Fee = \$300.00 (Non-Refundable)

I hereby attest that all above information has been incorporated into our plan submittal.



Owner/Vested Party/Applicant Signature

05/24/22

Date



**DENVER**  
THE MILE HIGH CITY

DOTI | Right-of-Way Services  
Engineering and Regulatory Office  
201 W. Colfax Avenue, Dept. 507  
Denver, CO 80202 P: 720-865-3003  
DOTI.ER@denvergov.org

## APPLICATION EASEMENT RELINQUISHMENT

Please complete this application to apply for an ordinance to relinquish easements held by the City in the Public Right of Way. Please reference [Rules and Regulations for Easement Relinquishments](#) for more details on the relinquishment process. Please type or print. If necessary, attach additional sheets to fully answer any of the following sections. Submit the complete application electronically to: [DOTI.ER@denvergov.org](mailto:DOTI.ER@denvergov.org).

DATE: 05/23/2022

PROJECT NAME: Leetsdale Apartments

IS THIS PROJECT ASSOCIATED WITH A SITE DEVELOPMENT REVIEW? Yes ☒ No ☐

If you checked 'Yes' above, provide Project Master, Site Plan and/or Concept Development project numbers:

2021-PM-0000545, 2021-PM-0000545, 2021-PM-0000545

ADDRESS (approx.) OF EASEMENT: 5301 Leetsdale Dr.

### APPLICANT:

Name: Jarrett Grant

Company (if applicable): Harris Kocher Smith Title: Easement and Indemnity Agn

Address: 1120 Lincoln St. #1000 Denver, CO 80203

Telephone number: 303-623-6300

Email address: jgrant@hkseng.com

PROPERTY OWNER (where the easement is located): ☐ Check if the same as Applicant

Company: 226 Monroe St. LLC

Owner Contact: Grant Nelson

Address: 201 Monroe Street, Denver, CO 80206

Telephone Number: 720-897-6091

Email address: gnelson@republicig.com

### ORIGINAL HOLDING DOCUMENT THE EASEMENT IS HELD IN:

Title of document: Easement and Indemnity Agreement

Clerk & Recorder Recordation Number: 9900183115 - Recorded 10/20/1999

Ordinance Number (if applicable): N/A

### PORION OF EASEMENT IF BEING RELINQUISHED:

☒ Easement in  
it's entirety

☐ A portion of the easement  
(as described in the legal description)





## APPLICATION EASEMENT RELINQUISHMENT

QUANTITY OF EASEMENTS TO BE RELINQUISHED: 100%

Easement Groupings if submitting with multiple easements: \_\_\_\_\_

### DESCRIBE THE CURRENT STATE OF THE EASEMENT(S):

In the space below, please describe what the easement was granted for, if it is a partial relinquishment or being relinquished in its entirety and any additional background information

The easement to be relinquished is an existing easement that grants a non-exclusive easement to the city for use of all private streets located within the land described on the original easement document. This easement was originally granted in connection with an obsolete Planned Building Group of which the applicant has requested withdrawal and termination. The project is proposing to relinquish this easement in its entirety.

### EXISTING UTILITIES:

If there are existing utilities in the easement, please explain how these utilities will be accommodated and whether they will be removed or relocated.

If there are no existing utilities in the easement to the best of your knowledge, please state NO Utilities or N/A

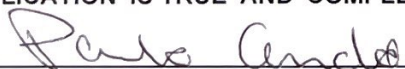
The existing easement does not cover any existing utilities.

### EXPLANATION OF WHY THE EASEMENT RELINQUISHMENT IS BEING REQUESTED:

Please explain why the easement needs to be relinquished.

We are developing this Site into a multifamily residential building and need this easement relinquished in its entirety to accommodate development of the project site. As stated above, this easement was originally granted in connection with an obsolete Planned Building Group of which the applicant has requested withdrawal and termination.

I/WE HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS APPLICATION AND THAT THE FOREGOING INFORMATION ON THIS APPLICATION IS TRUE AND COMPLETE.

  
(Owner/Vested Party Signature)

6/20/22  
DATE





# EMBREY - LEETSDALE

## SITE DEVELOPMENT PLAN

A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO  
LOCATED AT: 5301 LEETSDALE DRIVE

### ABBREVIATIONS

BLDG	BUILDING
ESMT	EASEMENT
EX	EXISTING
FL	FLOW LINE
MH	MANHOLE
P	PROPERTY LINE
PR	PROPOSED
ROW	RIGHT-OF-WAY
SF	SQUARE FEET
SS	SANITARY SEWER
STM	STORM
TYP	TYPICAL
WQ	WATER QUALITY
XFMR	TRANSFORMER

### LEGEND:

EXISTING FIRE HYDRANT  
BUILDING ENTRANCE

CORNER SIGHT TRIANGLE PER DENVER STANDARDS HAVE A 30' LEG LOCATED AT THE EDGE OF EACH STREET FLOWLINE AND A 30' LEG LOCATED IN THE INTERSECTING STREET'S FLOWLINE. CORNER TRIANGLES MUST BE FREE OF ALL ITEMS OVER 30' IN HEIGHT EXCEPT FOR TRAFFIC CONTROL DEVICES AND EQUIPMENT.

PEDESTRIAN TRIANGLES HAVE A 10' LEG LOCATED AT THE EDGE OF THE DRIVEWAY AND A 10' LEG LOCATED AT THE BACK OF THE SIDEWALK. NO ITEMS THAT ARE WIDER THAN 18 INCHES MAY BE TALLER THAN 30' WITHIN THIS TRIANGLE.

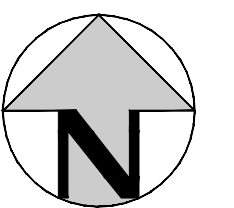
SIGHT DISTANCE TRIANGLE PER DENVER AND AASHTO STANDARDS (NO ITEMS THAT ARE WIDER THAN 18 INCHES MAY BE TALLER THAN 30 INCHES WITHIN THE AASHTO SIGHT TRIANGLE EXCEPT FOR STREET TREES AND TRAFFIC CONTROL DEVICES AND EQUIPMENT)

TREE PROTECTION ZONE

ACCESSIBLE ROUTE

### NOTES:

- NO CONSTRUCTION ACCESS, ACTIVITY, OR STORAGE OF MATERIAL/DEBRIS/EQUIPMENT IS PERMITTED WITHIN THE TREE PROTECTION ZONE, INCLUDING GRADING, INSTALLATION OF UNDERGROUND UTILITIES, INSTALLATION OF SITE IMPROVEMENTS, AND/OR GRUBBING. ALL CONSTRUCTION ACTIVITY MUST OCCUR OUTSIDE OF TREE PROTECTION ZONE.
- GENERALIZED DESIGN AND NOTES FOR ANY MAJOR, CHANGED, OR NEW IMPROVEMENTS TO THE PUBLIC RIGHT-OF-WAY REQUIRED OF THIS DEVELOPMENT PROJECT IS SHOWN.
- A TRANSPORTATION ENGINEERING PLAN (TEP) IS A SET OF CONSTRUCTION PLANS TO DOCUMENT IN DETAIL THE PUBLIC RIGHT-OF-WAY IMPROVEMENTS PROPOSED. THIS DOCUMENT IS USED BY CITY AND COUNTY OF DENVER (CCD) INSPECTORS TO ENSURE THAT ALL REQUIRED PUBLIC RIGHT-OF-WAY IMPROVEMENTS ARE CONSTRUCTED PER CCD STANDARDS. REFER TO 2022-TRAN-000155.
- THE ADJACENT PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL UTILITY CHARGES RELATING TO THE PEDESTRIAN LIGHTS AS SHOWN ON THIS SITE DEVELOPMENT PLAN.
- THE ADJACENT PROPERTY OWNER SHALL MAINTAIN, REPAIR, AND REPLACE THE PEDESTRIAN LIGHTS IN LIKE KIND AS NECESSARY SO THAT THE STREETScape IMPROVEMENTS ARE KEPT IN GOOD CONDITION. ALL PEDESTRIAN LIGHT WORK WITHIN THE PUBLIC ROW SHALL BE PERFORMED WITH ALL APPROPRIATE ROW PERMITS.
- IN THE EVENT THE ADJACENT PROPERTY OWNER FAILS TO MAINTAIN THE PEDESTRIAN LIGHTS SHOWN ON THIS SITE DEVELOPMENT PLAN, THE CITY, THROUGH ITS MANAGER OF PUBLIC WORKS, MAY PROVIDE WRITTEN NOTICE TO SUCH ADJACENT OWNER REQUIRING THE OWNER TO REPAIR AND/OR REPLACE THE PEDESTRIAN LIGHTS WITHIN THIRTY (30) DAYS. IF THE OWNER FAILS TO MAINTAIN TO COMPLY WITH THE NOTICE WITHIN THIRTY (30) DAYS, THE CITY, THROUGH THE MANAGER OF PUBLIC WORKS, SHALL HAVE THE RIGHT TO CAUSE THE STREETScape IMPROVEMENTS TO BE REPAIRED AND/OR REPLACED AND TO BILL THE OWNER FOR THE REASONABLE COSTS OF SUCH WORK. IF THE OWNER FAILS TO PAY SUCH BILL IN FULL WITHIN THIRTY (30) DAYS AFTER RECEIPT THEREOF, THE CITY SHALL HAVE THE RIGHT TO IMPOSE A MECHANICS' LIEN ON THE PROPERTY ENFORCEABLE IN ACCORDANCE WITH C.R.S. SECTION 38-22-101 ET SEQ. NOTHING HEREIN SHALL LIMIT THE POWERS OF THE CITY TO ENFORCE THESE REQUIREMENTS IN ANY MANNER PROVIDED FOR BY LAW.



40 0 40 80  
SCALE: 1" = 40'

CIVIL SITE PLAN  
SHEET 4 OF 30

EMBREY LEETSDALE 2021-PROJMSTR-0000545 / 2022-SDP-0000112



**EASEMENT AND INDEMNITY AGREEMENT**

99-743

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of August, 1999, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", Party of the First Part, and VITAMIN COTTAGE CHALET, L.L.C., a Colorado limited liability company, hereinafter referred to as "Owner(s)", Party of the Second Part.

**WITNESSETH:**

**WHEREAS**, the Owner(s) is about to develop, under a Planned Development premises situated in the City and County of Denver, State of Colorado, which property is to be known as 5231 Leetsdale Drive, is referred to herein as the "Development", and is more particularly described as set out on Exhibit "A" attached hereto, and by reference made a part hereof; and

**WHEREAS**, the Owner(s) will cause to be recorded a Planned Development Plan pertaining to a planned development constructed within the Development, which Planned Development Plan will show thereon private streets, drives, alleys, roadways, sewers and drainage facilities and otherwise conform to Standards approved by the City Development Review Committee; and

**WHEREAS**, Owner(s) is charged with the maintenance of the common areas and private streets, drives, alleys, roadways, sewers, and drainage facilities within the Development; and

**WHEREAS**, the City is a municipal corporation within which the Development is located and which currently provides emergency and other municipal services to premises within the City using the public streets; and

**WHEREAS**, the streets, drives, alleys and roadways within the Development are private roadways; and

**WHEREAS**, Owner(s) is desirous of providing ingress and egress to the City on such private streets, drives, alleys and roadways, and to such sewers and drainage facilities, to enable the City to provide emergency and other municipal services in, to, and over the Development;

**NOW, THEREFORE**, in consideration of the premises and in consideration of the Owner(s) receiving the benefits of emergency and other municipal services from the City, the Parties hereto agree as follows:

**SECTION ONE. CONVEYANCE OF EASEMENT.**

1. The Owner(s) hereby grants and conveys a non-exclusive easement to the City, for

VITAMIN.EIA

1

gives city easement over private improvements for the purposes of safety

ingress and egress over all private streets, drives, alleys or roadways shown on the Plan of Planned Development above referred to, for purposes of providing in such areas of the Development public safety and other normal and usual municipal services to the citizens of the City and County of Denver, together with any and all rights-of-ways, easements or rights of ingress and egress, necessary or convenient to the City to accomplish such purposes, PROVIDED, HOWEVER, that in non-dedicated streets, drives, alleys, roadways or other privately maintained ways and places existing within the Development, the City shall not be obligated or expected to perform any construction, re-construction, maintenance, repair, cleaning, snow removal, street lighting, traffic control or regulation or any other services on such private streets, drives, alleys, or roadways or property of the Development which it does not or cannot perform on any other private street, drive, alley, roadway or other property within the City and County of Denver.

2. It is the desire of the Owner(s) that the City use these private streets, drives, alleys or roadways to provide emergency and other municipal services within the Development for so long as the City provides such services generally in the City.

3. The term Owner(s) as used herein shall be deemed to include the heirs, successors, and assigns of the original Owner(s). All duties and liabilities of the Owner(s) hereunder shall be joint and several as among such original owner(s), and their heirs, successors, and assigns; provided that if an occurrence giving rise to a claim hereunder is proven to be proximately caused by a defined action or omission by Owner(s), its agents, servants or employees which occurred during a specific period of time only those Owner(s) holding fee title to the Development or any portion thereof during such specific period of time shall be jointly and severally liable hereunder.

#### SECTION TWO. CONSTRUCTION AND MAINTENANCE.

4. It shall be the duty of the Owner(s) to construct, reconstruct, repair and maintain all private streets, drives, alleys or roadways within the Development in such condition so as to be usable by the City for provision of services as set out herein.

5. If, in the sole opinion of the City, the private streets, drives, alleys or roadways are not properly maintained or are closed, blocked, or vacated, the City shall give notice to the Owner(s) and if repairs or corrections are not made within the time designated in such notice, the City is authorized to, and will make or have made repairs or corrections and will charge and collect the cost thereof from the Owner(s).

6. The Owner(s) shall in no way consider or hold the City or its personnel guilty of a trespass in the performance of any of the municipal services, duties or responsibilities referred to herein.

7. The Owner(s) shall neither (a) alter the Development nor (b) close, block or vacate the streets, drives, alleys or roadways in the Development so that as a result of (a) or (b) the provision of the above-stated services to the Development is rendered impossible or materially

duty of land owner to maintain private streets, etc.

impaired.

8. The Owner(s) shall comply with all operating rules, regulations and engineering standards of the Denver Board of Water Commissioners as the same shall exist from time to time.

9. No combustible construction shall start in the Development until fire hydrants sufficient in number and location as determined by the Denver Fire Department have been installed and other fire protection facilities have been installed all in accordance with the provisions of the Uniform Fire Code and Uniform Building Code as adopted by the City and County of Denver.

10. The Owner(s) shall pay for and be responsible for all costs of installation and maintenance of sanitary sewers, sanitary sewer detention facilities, if required, storm sewers and storm drainage control facilities within the Development as determined necessary by and according to the specifications of the Department of Public Works of the City and County of Denver. While the City assumes no obligation for the maintenance or operation of such sewers, in the event of a malfunction of such sewers or drainage facilities and the failure of the Owner(s) to correct the malfunction in a reasonable time the Owner(s) authorizes the City to make or have made the correction or repair and to charge and collect the cost thereof from the Owner(s).

### **SECTION THREE. INDEMNITY AGREEMENT.**

11. The Owner(s) agree to: defend, indemnify, and save harmless the City, its officers, agents and employees against any and all claims, liabilities, actions, causes of action, or legal or equitable proceedings for damage to property or injuries to or death of any person or persons which may result from City presence or operations at the Development, provided, however that the Owner(s) need not indemnify or save harmless the City, its officers, agents, and employees from damages as aforesaid proximately resulting from the sole negligence of the City's officers, agents, and employees. By all claims for damages this Agreement specifically includes, but is not limited to:

(A) Any street, drive, alley or roadway deterioration or damage on the Development.

(B) Any structural damage to buildings located on the Development caused by City vehicle weight or size, by vibrations generated by City vehicles, or by any other cause not specifically described.

(C) Any damage to utilities such as water pipes, sewer pipes, gas pipes, electrical power lines, and other communication lines, conduits, or cables.

(D) Any damage to landscaping including but not limited to shrubbery, trees and lawn.

land owner shall hold the city harmless

(E) Any bodily injury to any person except a City employee, which is caused directly or indirectly by City presence or operations at the Development, or by delay, or complication or prevention of provision of such operations due to closure, blocking, vacation, or disrepair of the private streets, drives, alleys or roadways referred to herein.

12. The Owner(s) further agrees jointly and severally to reimburse the City for any bodily injury to City personnel, or damages to City property caused by a defective or dangerous condition of the Development.

#### **SECTION FOUR. DISPUTES.**

13. Disputes between the City and any Owner(s) regarding any aspect of this Easement and Indemnity Agreement including but not limited to breach or default of the Agreement shall be resolved by administrative hearing pursuant to D.R.M.C. Chapter 56-106.

#### **SECTION FIVE. NO DISCRIMINATION IN EMPLOYMENT; NO THIRD PARTY BENEFICIARIES.**

14. In connection with the performance of work under this Agreement, the Owner(s) agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

15. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Owner(s), and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to subcontractors, subconsultants, and suppliers. It is the express intention of the City and the Owner(s) that any person other than the City or the Owner(s) receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

#### **SECTION SIX. EASEMENT AND INDEMNITY AGREEMENT TO RUN WITH LAND.**

16. The grant of easement and the covenants and duties contained herein 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, and the Owner(s) agrees that upon sale of any portion of the Development a copy of this Easement and Indemnity Agreement will be given to the purchaser.

17. The Owner(s) agrees to the terms of this Agreement and gives evidence of its voluntary agreement by having the individual(s) below sign their name(s) to the Agreement. The person or persons signing and executing this Agreement on behalf of the Owner(s) do hereby warrant



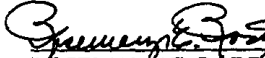
and guarantee that he/she or they have been fully authorized by the Owner(s) to execute this Agreement on behalf of the Owner(s) and to validly and legally bind the Owner(s) to all the terms, performances, provisions and conditions herein set forth.

18. THIS AGREEMENT shall become effective upon its execution by the parties hereto. The Owner(s) shall provide satisfactory evidence to the City of recordation of the Agreement with the Clerk and Recorder of the City and County of Denver.

20. THIS AGREEMENT shall be binding upon any and all heirs, successors, assignees, or transferees of the Parties hereto and shall be considered a covenant running with the land.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

  
ROSEMARY E. RODRIGUEZ  
and Recorder, Ex-Officio Clerk  
City and County of Denver



CITY AND COUNTY OF DENVER

By:   
MAYOR

RECOMMENDED AND APPROVED:

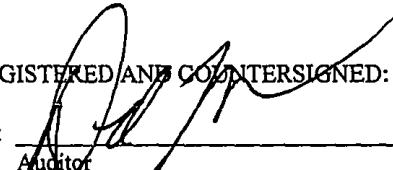
By:  8/10/99  
Manager of Public Works

APPROVED AS TO FORM:

DANIEL E. MUSE, Attorney for the  
City and County of Denver

By:   
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By:   
Auditor  
Contract Control No. XC9Y045

PARTY OF THE FIRST PART

"CITY"

**Easement and Indemnity Agreement  
Vitamin Cottage Chalet, L.L.C.**

**VITAMIN COTTAGE CHALET, L.L.C.,**  
a Colorado limited liability company  
IRS No. 84-1290179

By: Kemper Isely

Printed Name: Kemper Isely

Title: Managing Member

PARTY OF THE SECOND PART

"OWNER"

ATTEST:

Arcia A. Stenger

7-20-99

Date

STATE OF COLORADO    )  
                          CITY AND        )ss.  
COUNTY OF DENVER    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 1999, by Kemper Isely as Managing Member of Vitamin Cottage Chalet, L.L.C. (if by natural person or persons, insert name or names; if by person acting in representative or official capacity or as attorney in fact, insert name of person as executor, attorney in fact, or other capacity or description; if by officer of corporation or other entity, insert the name of such officer or officers as the president or other officers of such corporation or other entity, naming it). If acknowledgment is taken by a notary public, the date of expiration of her commission shall also appear on the certificate.

Witness my hand and official seal.

My commission expires: 6-26-2001



Arcia A. Stenger  
Notary Public

2560 S. Holly St. Denver, CO 80222  
Address

"EXHIBIT A"

THAT PART OF LOT 31 LYING NORTH OF COUNTY ROAD NO. 13 AND  
ALL OF LOTS 32 TO 44, INCLUSIVE,  
BLOCK 16,  
SOUTH CAPITOL HILL,

TOGETHER WITH THAT PART OF THE WEST HALF OF VACATED SOUTH GLENCOE STREET  
ADJOINING SAID LOTS ON THE EAST VESTED IN THE OWNER OF THE ABOVE LOTS BY  
VIRTUE OF ORDINANCE NO. 434, SERIES OF 1979 OF THE CITY AND COUNTY OF DENVER  
RECORDED OCTOBER 2, 1979 IN BOOK 2019 AT PAGE 206,

AND TOGETHER WITH THE EAST HALF OF VACATED ALLEY ADJOINING SAID LOTS ON THE  
WEST VESTED IN THE OWNER OF THE ABOVE LOTS BY VIRTUE OF ORDINANCE NO. 359,  
SERIES OF 1983 OF THE CITY AND COUNTY OF DENVER RECORDED JUNE 29, 1983 IN BOOK  
2837 AT PAGE 370,

CITY AND COUNTY OF DENVER,  
STATE OF COLORADO.

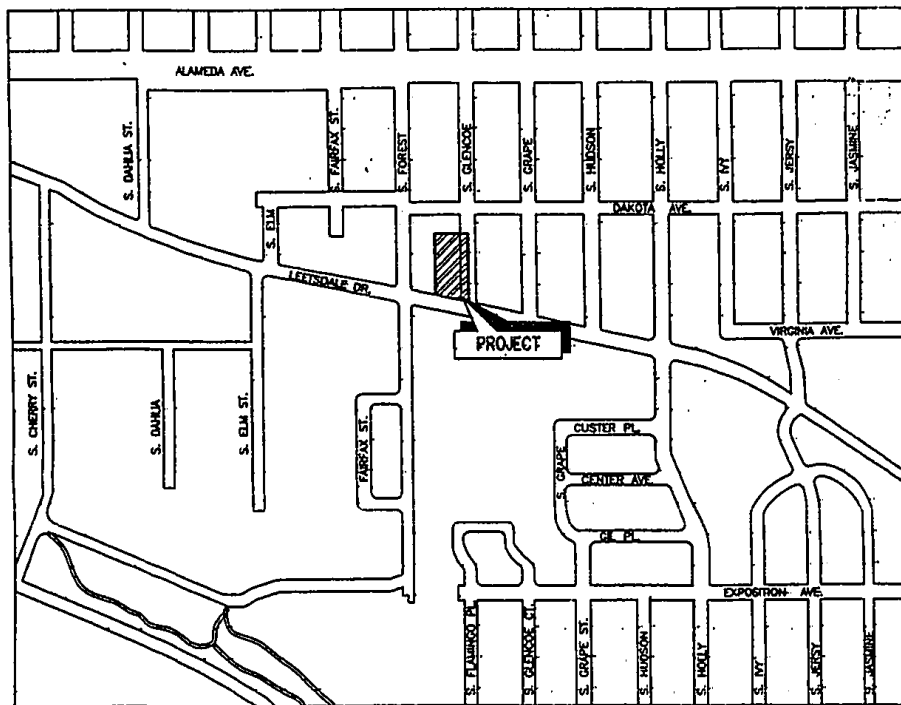


# VITAMIN COTTAGE

DEVELOPMENT IN A B-3 ZONE DISTRICT

PART OF BLOCK 16, SOUTH CAPITOL HILL  
IN THE NE 1/4 OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE OF 67 WEST  
OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.

LOCATED AT 5231 LEETSDALE AVENUE



VICINITY MAP



SCALE: 1"=500'

## Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment

08/15/2022

**Master ID:** 2021-PROJMSTR-0000545 **Project Type:** ROW Relinquishment  
**Review ID:** 2022-RELINQ-0000014 **Review Phase:**  
**Location:** **Review End Date:** 07/21/2022

Any denials listed below must be rectified in writing to this office before project approval is granted.

**Reviewing Agency:** Asset Management Review**Review Status:** Approved

**Reviewers Name:** Jason Clements  
**Reviewers Email:** Jason.Clements@denvergov.org

**Status Date:** 07/06/2022  
**Status:** Approved  
**Comments:**

**Reviewing Agency:** City Forester Review**Review Status:** Approved

**Reviewers Name:** Erin Hatch  
**Reviewers Email:** Erin.Hatch@denvergov.org

**Status Date:** 07/21/2022  
**Status:** Approved  
**Comments:** No suspected PRW tree impact. Please coordinate with SDP review.

**Reviewing Agency:** Comcast Referral**Review Status:** Approved

**Status Date:** 07/22/2022  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2022-RELINQ-0000014 - Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment  
Reviewing Agency/Company: Comcast  
Reviewers Name: Jason Hanneman  
Reviewers Phone: 7204130104  
Reviewers Email: jason\_hanneman@cable.comcast.com  
Approval Status: Approved  
  
**Comments:**  
protect in place

**Reviewing Agency:** Denver Water Referral**Review Status:** Approved

**Status Date:** 07/22/2022  
**Status:** Approved  
**Comments:** PWPRS Project Number: 2022-RELINQ-0000014 - Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment  
Reviewing Agency/Company: Denver Water  
Reviewers Name: Gina Begly  
Reviewers Phone: 13036286219  
Reviewers Email: gina.begly@denverwater.org  
Approval Status: Approved  
  
**Comments:**

# Comment Report

## Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment

08/15/2022

**Master ID:** 2021-PROJMSTR-0000545 **Project Type:** ROW Relinquishment  
**Review ID:** 2022-RELINQ-0000014 **Review Phase:**  
**Location:** **Review End Date:** 07/21/2022

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewing Agency: Survey Review Review Status: Approved

Reviewers Name: Thomas Breitnauer  
Reviewers Email: Thomas.Breitnauer@denvergov.org

Status Date: 07/12/2022  
Status: Approved  
Comments:

Status Date: 07/12/2022  
Status: Approved - No Response  
Comments:

Reviewing Agency: Case Manager Review/Finalize Review Status: Confirmation of Payment

Reviewers Name: Jessica Eusebio  
Reviewers Email: Jessica.Eusebio@denvergov.org

Status Date: 07/26/2022  
Status: Confirmation of Payment  
Comments:

Status Date: 07/22/2022  
Status: Comments Compiled  
Comments:

Reviewing Agency: Denver Fire Department Review Review Status: Approved

Reviewers Name: Richard Tenorio  
Reviewers Email: richard.tenorio@denvergov.org

Status Date: 07/20/2022  
Status: Approved  
Comments: Denver Fire Dept. Approved - RT

Reviewing Agency: Landmark Review Review Status: Approved - No Response

Reviewers Name: Karen Bryant  
Reviewers Email: Karen.Bryant@denvergov.org

Status Date: 07/07/2022  
Status: Approved - No Response  
Comments: No historic district or structure

Reviewing Agency: Metro Wastewater Referral Review Status: Approved - No Response

Status Date: 07/22/2022  
Status: Approved - No Response  
Comments:

Reviewing Agency: Office of Emergency Management Referral Review Status: Approved - No Response



# Comment Report

## Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment

08/15/2022

**Master ID:** 2021-PROJMSTR-0000545 **Project Type:** ROW Relinquishment  
**Review ID:** 2022-RELINQ-0000014 **Review Phase:**  
**Location:** **Review End Date:** 07/21/2022

Any denials listed below must be rectified in writing to this office before project approval is granted.

Status Date: 07/22/2022  
Status: Approved - No Response  
Comments:

Reviewing Agency: Parks and Recreation Review Review Status: Approved - No Response

Reviewers Name: Jennifer Cervera  
Reviewers Email: Jennifer.Cervera@denvergov.org

Status Date: 07/22/2022  
Status: Approved - No Response  
Comments:

Reviewing Agency: Construction Engineering Review Review Status: Approved

Reviewers Name: Hudson Land  
Reviewers Email: Hudson.Land@denvergov.org

Status Date: 07/12/2022  
Status: Approved  
Comments:

Reviewing Agency: Policy and Planning Review Review Status: Approved - No Response

Reviewers Name: Emily Gloeckner  
Reviewers Email: Emily.Gloeckner@denvergov.org

Status Date: 07/22/2022  
Status: Approved - No Response  
Comments:

Reviewing Agency: TES Sign and Stripe Review Review Status: Approved - No Response

Reviewers Name: Brittany Price  
Reviewers Email: Brittany.Price@denvergov.org

Status Date: 07/22/2022  
Status: Approved - No Response  
Comments:

Reviewing Agency: CenturyLink Referral Review Status: Approved

Status Date: 07/22/2022  
Status: Approved  
Comments: PWPRS Project Number: 2022-RELINQ-0000014 - Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment  
Reviewing Agency/Company: CenturyLink  
Reviewers Name: Robert Rodgers  
Reviewers Phone: 6023157656  
Reviewers Email: Robert.rodgers@centurylink.com  
Approval Status: Approved

# Comment Report

## Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment

08/15/2022

**Master ID:** 2021-PROJMSTR-0000545 **Project Type:** ROW Relinquishment  
**Review ID:** 2022-RELINQ-0000014 **Review Phase:**  
**Location:** **Review End Date:** 07/21/2022

Any denials listed below must be rectified in writing to this office before project approval is granted.

**Comments:**

This easement Vacate-Abandonment approval is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the Vacate-Abandon of easement area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Reviewing Agency: Xcel Referral Review Status: Approved

Status Date: 08/15/2022  
Status: Approved  
Comments: PWPRS Project Number: 2022-RELINQ-0000014 - Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment  
Reviewing Agency/Company: Public Service Company of Colorado dba Xcel Energy  
Reviewers Name: Donna George  
Reviewers Phone: 303-571-3306  
Reviewers Email: donna.l.george@xcelenergy.com  
Approval Status: Approved

**Comments:**

Status Date: 07/22/2022  
Status: Denied  
Comments: PWPRS Project Number: 2022-RELINQ-0000014 - Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment  
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy  
Reviewers Name: Donna George  
Reviewers Phone: 13035713306  
Reviewers Email: donna.l.george@xcelenergy.com  
Approval Status: Denied

**Comments:**

Please be aware PSCo has existing natural gas and electric distribution facilities including a transformer within the easement area proposed to be relinquished. The property owner/developer/contractor must submit an application to remove the pipeline via xcelenergy.com/InstallAndConnect.

Reviewing Agency: City Councilperson and Aides Referral Review Status: Approved - No Response

Status Date: 07/22/2022  
Status: Approved - No Response  
Comments:

Reviewing Agency: DS Project Coordinator Review Review Status: Approved - No Response

Reviewers Name: James Larsen  
Reviewers Email: James.Larsen@denvergov.org

Status Date: 07/22/2022  
Status: Approved - No Response  
Comments:

# Comment Report

## Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment

08/15/2022

**Master ID:** 2021-PROJMSTR-0000545 **Project Type:** ROW Relinquishment  
**Review ID:** 2022-RELINQ-0000014 **Review Phase:**  
**Location:** **Review End Date:** 07/21/2022

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewing Agency: DES Transportation Review Review Status: Approved

Reviewers Name: Matthew Farmen  
Reviewers Email: Matt.Farmen@denvergov.org

Status Date: 07/05/2022  
Status: Approved  
Comments:

Reviewing Agency: DES Wastewater Review Review Status: Approved

Reviewers Name: Daniel Harris  
Reviewers Email: Danny.Harris@denvergov.org

Status Date: 07/21/2022  
Status: Approved  
Comments:

Reviewing Agency: ERA Transportation Review Review Status: Approved - No Response

Status Date: 07/22/2022  
Status: Approved - No Response  
Comments:

Reviewing Agency: ERA Wastewater Review Review Status: Not Required

Reviewers Name: Michael Sasarak  
Reviewers Email: Mike.Sasarak@denvergov.org

Status Date: 07/21/2022  
Status: Not Required  
Comments: project to be reviewed by DES wastewater with SDP.

Reviewing Agency: RTD Referral Review Status: Approved

Status Date: 07/22/2022  
Status: Approved  
Comments: PWPRS Project Number: 2022-RELINQ-0000014 - Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment  
Reviewing Agency/Company: RTD  
Reviewers Name: C. Scott Woodruff  
Reviewers Phone: 303-299-2943  
Reviewers Email: clayton.woodruff@rtd-denver.com  
Approval Status: Approved

Comments:

Reviewing Agency: CDOT Referral Review Status: Approved



# Comment Report

## Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment

08/15/2022

<b>Master ID:</b>	2021-PROJMSTR-0000545	<b>Project Type:</b>	ROW Relinquishment
<b>Review ID:</b>	2022-RELINQ-0000014	<b>Review Phase:</b>	
<b>Location:</b>		<b>Review End Date:</b>	07/21/2022

Any denials listed below must be rectified in writing to this office before project approval is granted.

Status Date: 07/22/2022  
Status: Approved  
Comments: PWPRS Project Number: 2022-RELINQ-0000014 - Leetsdale Apartments 5301 Leetsdale Dr 9900183115 Relinquishment  
Reviewing Agency/Company: CDOT Region 1 ROW/survey  
Reviewers Name: dane courville  
Reviewers Phone: 7206720231  
Reviewers Email: dane.courville@state.co.us  
Approval Status: Approved

### Comments:

Does not affect CDOT on-system ROW. Proposed effort is approved as the location does not affect CDOT ROW. The relinquishment area does adjoin HWY 83 but does not encroach the ROW limits of HWY 83.