

**BY AUTHORITY**

RESOLUTION NO. CR11-0867  
SERIES OF 2011

COMMITTEE OF REFERENCE:  
Land Use, Transportation & Infrastructure

**A RESOLUTION**

**Granting a revocable permit to Sisters of Charity of Leavenworth Health Systems, Inc. to encroach into the right-of-way with two underground tunnels at E. 20<sup>th</sup> Avenue between Franklin Street and Downing Street.**

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

**Section 1.** The City and County of Denver hereby grants to Sisters of Charity of Leavenworth Health Systems, Inc., a foreign nonprofit corporation and its successors and assigns (“Permittee”), a revocable permit to encroach into the right-of-way with two underground tunnels located at E. 20<sup>th</sup> Avenue between Franklin Street and Downing Street to provide egress and convey utilities (“Encroachment”) in the following area (“Encroachment Area”):

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**PARCEL DESCRIPTION ROW 2010-0418-06-001**

**EXEMPLA SAINT JOSEPH HOSPITAL CAMPUS  
EXHIBIT A**

A PARCEL OF LAND BEING PART OF THE DOWNING ST. AS DEDICATED BY EXEMPLA SAINT JOSEPH HOSPITAL CAMPUS FILING NO. 1 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT RANGE POINT AT INTERSECTION OF THE 21 FOOT RANGELINE IN 20<sup>TH</sup> AVE. AND THE 40 FOOT RANGELINE IN DOWNING ST.; THENCE S16°57'21"W A DISTANCE OF 144.15 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF DOWNING ST. AS DEDICATED BY EXEMPLA SAINT JOSEPH HOSPITAL CAMPUS FILING NO. 1, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°09'18"E A DISTANCE OF 80.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DOWNING ST.; THENCE S00°50'42"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 128.77 FEET; THENCE N89°08'18"W A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID DOWNING ST.; THENCE N00°50'42"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 128.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 10,302 SQUARE FEET (0.236 ACRES), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED ON COLORADO CENTRAL ZONE STATE PLANE COORDINATES NAD83 (CORS) OF N00°17'19"W ALONG THE WEST LINE OF SECTION 35 AND BEING MONUMENTED BY A FOUND 2" BRASS CAP PLS#28668 AT THE SOUTHWEST CORNER AND A FOUND 2" BRASS CAP PLS#28668 AT THE NORTHWEST CORNER OF SECTION 35.

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**PARCEL DESCRIPTION ROW 2010-0418-06-002**

EXEMPLA SAINT JOSEPH HOSPITAL CAMPUS  
EXHIBIT A

A PARCEL OF LAND BEING PART OF 20<sup>TH</sup> AVE. AS DEDICATED BY EXEMPLA SAINT JOSEPH HOSPITAL CAMPUS FILING NO. 1 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RANGE POINT AT INTERSECTION OF THE 21 FOOT RANGELINE IN 20<sup>TH</sup> AVE. AND THE 40 FOOT RANGELINE IN DOWNING ST.; THENCE N89°09'36"E, 959.57 FEET TO THE A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 20<sup>TH</sup> AVE. AS DEDICATED BY EXEMPLA SAINT JOSEPH HOSPITAL CAMPUS FILING NO. 1 SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°49'00"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET; THENCE S00°13'18"E A DISTANCE OF 70.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 20<sup>TH</sup> AVE. AS DEDICATED BY EXEMPLA SAINT JOSEPH HOSPITAL CAMPUS FILING NO. 1; THENCE S89°49'00"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET; THENCE N00°13'18"W ALONG A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 700 SQUARE FEET (0.016 ACRES), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED ON COLORADO CENTRAL ZONE STATE PLANE COORDINATES NAD83 (CORS) OF N00°17'19"W ALONG THE WEST LINE OF SECTION 35 AND BEING MONUMENTED BY A FOUND 2" BRASS CAP PLS#28668 AT THE SOUTHWEST CORNER AND A FOUND 2" BRASS CAP PLS#28668 AT THE NORTHWEST CORNER OF SECTION 35.

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**PARCEL DESCRIPTION ROW 2010-0418-06-003**

EXEMPLA SAINT JOSEPH HOSPITAL CAMPUS  
EXHIBIT B

A PARCEL OF LAND BEING PART OF THE 20<sup>TH</sup> AVE. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT RANGE POINT AT INTERSECTION OF THE 21 FOOT RANGLINE IN 20<sup>TH</sup> AVE. AND THE 40 FOOT RANGELINE IN DOWNING ST.; THENCE N87°49'16"E, 603.05 FEET TO THE A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 20<sup>TH</sup> AVE. ALSO BEING THE SOUTHERLY LINE OF BLOCK 50, SCHINNERS ADDITION TO DENVER SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°49'00"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 32.00 FEET; THENCE S00°11'00"E A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 20<sup>TH</sup> AVE.; THENCE S89°49'00"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 32.00 FEET; THENCE N00°11'00"W A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,560 SQUARE FEET (0.059 ACRES), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED ON COLORADO CENTRAL ZONE STATE PLANE COORDINATES NAD83 (CORS) OF N00°17'19"W ALONG THE WEST LINE OF SECTION 35 AND BEING MONUMENTED BY A FOUND 2" BRASS CAP PLS#28668 AT THE SOUTHWEST CORNER AND A FOUND 2" BRASS CAP PLS#28668 AT THE NORTHWEST CORNER OF SECTION 35.

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**PARCEL DESCRIPTION ROW 2010-0418-06-004**  
EXEMPLA SAINT JOSEPH HOSPITAL CAMPUS  
EXHIBIT C

A PARCEL OF LAND BEING PART OF THE 20<sup>TH</sup> AVE. AS DEDICATED BY EXEMPLA SAINT JOSEPH HOSPITAL CAMPUS FILING NO. 1 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT RANGE POINT AT INTERSECTION OF THE 11 FOOT RANGELINE IN 20<sup>TH</sup> AVE. AND THE 20 FOOT RANGELINE IN FRANKLIN ST.; THENCE N84°58'32"W, 89.92 FEET TO THE A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 20<sup>TH</sup> AVE. AS DEDICATED BY EXEMPLA SAINT JOSEPH HOSPITAL CAMPUS FILING NO. 1 SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 31.82 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RAIDUS OF 233.00 FEET, CENTRAL ANGLE OF 07°49'27" AND A CHORD WHICH BEARS N84°53'20"E A DISTANCE OF 31.79 FEET; THENCE S00°00'00"E A DISTANCE OF 70.02 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 20<sup>TH</sup> AVE.; THENCE ALONG SAID RIGHT-OF-WAY LINE 31.98 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 163.00 FEET, CENTRAL ANGLE OF 11°14'27" AND A CHORD WHICH BEARS S82°39'55"W A DISTANCE OF 31.93 FEET; THENCE N00°00'00"W A DISTANCE OF 71.27 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,232 SQUARE FEET (0.051 ACRES), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED ON COLORADO CENTRAL ZONE STATE PLANE COORDINATES NAD83 (CORS) OF N00°17'19"W ALONG THE WEST LINE OF SECTION 35 AND BEING MONUMENTED BY A FOUND 2" BRASS CAP PLS#28668 AT THE SOUTHWEST CORNER AND A FOUND 2" BRASS CAP PLS#28668 AT THE NORTHWEST CORNER OF SECTION 35.

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**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:

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

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

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

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(d) Permittee is fully responsible for any and all damages incurred to facilities of the Water Department and/or drainage facilities for water and sewage of the City and County of Denver due to activities authorized by the permit. Should the relocation or replacement of any drainage facilities for

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1 water and sewage of the City and County of Denver become necessary as determined by the  
2 Manager of Public Works, in the Manager's sole and absolute discretion, Permittee shall pay all cost  
3 and expense of the portion of the sewer affected by the permitted structure. The extent of the  
4 affected portion to be replaced or relocated by Permittee shall be determined by the Manager of  
5 Public Works. Any and all replacement or repair of facilities of the Water Department and/or drainage  
6 facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be  
7 made by the Water Department and/or the City and County of Denver at the sole expense of the  
8 Permittee. In the event Permittee's facilities are damaged or destroyed due to the Water  
9 Department's or the City and County of Denver's repair, replacement and/or operation of its facilities,  
10 repairs will be made by the Permittee at its sole expense. Permittee agrees to defend, indemnify and  
11 save the City harmless and to repair or pay for the repair of any and all damages to said sanitary  
12 sewer, or those damages resulting from the failure of the sewer to properly function as a result of the  
13 permitted structure.

14 (e) Permittee shall comply with all requirements of affected utility companies and pay for all  
15 costs of removal, relocation, replacement or rearrangement of utility company facilities. Existing  
16 telephone facilities shall not be utilized, obstructed or disturbed.

17 (f) All construction in, under, on or over the Encroachment Area shall be accomplished in  
18 accordance with the Building Code of the City and County of Denver. Plans and Specifications  
19 governing the construction of the Encroachments shall be approved by the Manager of Public Works  
20 and the Director of Building Inspection Division prior to construction. Upon completion, a reproducible  
21 copy of the exact location and dimensions of the Encroachments shall be filed with the Manager of  
22 Public Works.

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

29 (h) Permittee shall pay all costs of construction and maintenance of the Encroachment.s  
30 Upon revocation of the permit or upon abandonment, Permittee shall pay all costs of removing the  
31 Encroachments from the Encroachment Area and return the Encroachment Area to its original  
32 condition under the supervision of the City Engineer.

1 (i) Permittee shall remove and replace any and all street/alley paving, sidewalks, and curb  
2 and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that become  
3 broken, damaged or unsightly during the course of construction. In the future, Permittee shall also  
4 remove, replace or repair any street/alley paving, sidewalks, and curb and gutter that become broken  
5 or damaged when, in the opinion of the City Engineer, the damage has been caused by the activity of  
6 the Permittee within the Encroachment Area. All repair work shall be accomplished without cost to  
7 the City and under the supervision of the City Engineer.

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

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

15 (l) During the existence of the Encroachments and this permit, Permittee, its successors  
16 and assigns, at its expense, and without cost to the City and County of Denver, shall procure and  
17 maintain a single limit comprehensive general liability insurance policy with a limit of not less than  
18 \$500,000.00. All coverages are to be arranged on an occurrence basis and include coverage for  
19 those hazards normally identified as X.C.U. during construction. The insurance coverage required  
20 herein constitutes a minimum requirement and such enumeration shall in no way be deemed to limit  
21 or lessen the liability of the Permittee, its successors or assigns, under the terms of this permit. All  
22 insurance coverage required herein shall be written in a form and by a company or companies  
23 approved by the Risk Manager of the City and County of Denver and authorized to do business in the  
24 State of Colorado. A certified copy of all such insurance policies shall be filed with the Manager of  
25 Public Works, and each such policy shall contain a statement therein or endorsement thereon that it  
26 will not be canceled or materially changed without written notice, by registered mail, to the Manager of  
27 Public Works at least thirty (30) days prior to the effective date of the cancellation or material change.

28 All such insurance policies shall be specifically endorsed to include all liability assumed by the  
29 Permittee hereunder and shall name the City and County of Denver as an additional insured.

30 (m) Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination in  
31 Employment, Housing and Commercial Space, Public Accommodations, Educational Institutions and  
32 Health and Welfare Services) of Chapter 28 (Human Rights) of the Revised Municipal Code of the

1 City and County of Denver. The failure to comply with any such provision shall be a proper basis for  
2 revocation of this permit.

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

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

7 **Section 3.** That the Permit hereby granted shall be revocable at any time that the Council of  
8 the City and County of Denver shall determine that the public convenience and necessity or the public  
9 health, safety or general welfare require such revocation, and the right to revoke the same is hereby  
10 expressly reserved to the City and County of Denver; provided however, at a reasonable time prior to  
11 Council action upon such revocation or proposed revocation, opportunity shall be afforded to  
12 Permittee, its successors and assigns, to be present at a hearing to be conducted by the Council  
13 upon such matters and thereat to present its views and opinions thereof and to present for  
14 consideration action or actions alternative to the revocation of such Permit.

15 COMMITTEE APPROVAL DATE: November 23, 2011 [by consent]

16 MAYOR-COUNCIL DATE: November 29, 2011

17 PASSED BY THE COUNCIL \_\_\_\_\_ 2011

18 \_\_\_\_\_ - PRESIDENT

19 ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
20 EX-OFFICIO CLERK OF THE  
21 CITY AND COUNTY OF DENVER  
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23 PREPARED BY: Karen A. Aviles, Assistant City Attorney, - DATE: December 1, 2011

24 Pursuant to section 13-12, D.R.M.C., this proposed resolution has been reviewed by the office of the  
25 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed  
26 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to §  
27 3.2.6 of the Charter.

28  
29 Douglas J. Friednash, Denver City Attorney

30 BY: \_\_\_\_\_, Assistant City Attorney DATE: \_\_\_\_\_, 2011