

1 BY AUTHORITY

2 RESOLUTION NO. CR13-0749  
3 SERIES OF 2013

COMMITTEE OF REFERENCE:  
Land Use, Transportation & Infrastructure

4  
5 A RESOLUTION

6 **Granting a revocable permit to Union Bridge Apartments, LLC to encroach into**  
7 **the right-of-way at the intersection of Chestnut Place and 18<sup>th</sup> Street.**

8  
9 **NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF**  
10 **DENVER:**

11 **Section 1.** The City and County of Denver hereby grants to Union Bridge Apartments, LLC  
12 and its successors and assigns ("Permittee"), a revocable permit to encroach into the right-of-way  
13 with four [4] directional signs ("Encroachments") at the intersection of Chestnut Place and 18<sup>th</sup> Street  
14 ("Encroachment Area") in the following described area:

15  
16 **PARCEL DESCRIPTION ROW 2012-0101-05-001**

17 FOUR PARCELS OF LAND BEING PORTIONS OF THE RIGHT-OF-WAY OF 18TH ST. AND CHESTNUT PL., ADJACENT TO  
18 BLOCK 1, THE COMMONS SUBDIVISION-FILING NO. 4, RECORDED AT RECEPTION NO. 2003197650 IN THE CITY AND  
19 COUNTY OF DENVER OFFICE OF CLERK AND RECORDER, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,  
20 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF  
21 COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

22  
23 PARCEL A:

24 COMMENCING AT THE SOUTH CORNER OF PARCEL 2 OF THE RIGHT-OF-WAY VACATION RECORDED AT RECEPTION  
25 NO. 2006197704 AND 2010152058 IN THE CITY AND COUNTY OF DENVER OFFICE OF CLERK AND RECORDER; THENCE  
26 NORTH 45°29'00" WEST ALONG THE SOUTHWEST LINE OF SAID RIGHT-OF-WAY VACATION AND CONTINUING ALONG  
27 THE NORTHEAST RIGHT-OF-WAY LINE OF 18TH ST., A DISTANCE OF 88.44 FEET TO THE POINT OF BEGINNING;

28  
29 THENCE NORTH 83°41'58" WEST, A DISTANCE OF 8.66 FEET;  
30 THENCE NORTH 07°41'58" WEST, A DISTANCE OF 8.74 FEET TO A POINT ON SAID NORTHEAST RIGHT-OF-WAY LINE;  
31 THENCE SOUTH 45°29'00" EAST ALONG SAID NORTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 13.72 FEET TO THE  
32 POINT OF BEGINNING.

33  
34 TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

35  
36 PARCEL B:

37 COMMENCING AT THE SOUTH CORNER OF PARCEL 2 OF SAID RIGHT-OF-WAY VACATION; THENCE NORTH 45°29'00"  
38 WEST ALONG THE SOUTHWEST LINE OF SAID RIGHT-OF-WAY VACATION AND CONTINUING ALONG THE NORTHEAST  
39 RIGHT-OF-WAY LINE OF 18TH ST., A DISTANCE OF 29.25 FEET TO THE POINT OF BEGINNING;

40  
41 THENCE NORTH 83°43'05" WEST, A DISTANCE OF 6.13 FEET;  
42 THENCE NORTH 07°40'51" WEST, A DISTANCE OF 6.19 FEET TO A POINT ON SAID NORTHEAST RIGHT-OF-WAY LINE;  
43 THENCE SOUTH 45°29'00" EAST ALONG SAID NORTHEAST RIGHT-OF-WAY LINE, A DISTANCE OF 9.71 FEET TO THE  
44 POINT OF BEGINNING.

[continued on next page]

1  
2 TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

3  
4 PARCEL C:

5 COMMENCING AT THE SOUTH CORNER OF PARCEL 2 OF SAID RIGHT-OF-WAY VACATION; THENCE NORTH 44°18'02"  
6 EAST ALONG THE SOUTHEAST LINE OF SAID RIGHT-OF-WAY VACATION, A DISTANCE OF 53.35 FEET TO THE POINT OF  
7 BEGINNING;

8  
9 THENCE NORTH 44°18'02" EAST CONTINUING ALONG SAID SOUTHEAST LINE, A DISTANCE OF 24.85 FEET;  
10 THENCE SOUTH 19°42'27" WEST, A DISTANCE OF 13.66 FEET;  
11 THENCE SOUTH 68°53'34" WEST, A DISTANCE OF 13.66 FEET TO THE POINT OF BEGINNING.

12  
13 TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

14  
15 PARCEL D:

16 COMMENCING AT THE SOUTH CORNER OF PARCEL 2 OF SAID RIGHT-OF-WAY VACATION; THENCE SOUTH 89°02'33"  
17 EAST, A DISTANCE OF 15.35 FEET TO THE POINT OF BEGINNING;

18  
19 THENCE NORTH 44°18'02" EAST, A DISTANCE OF 3.50 FEET;  
20 THENCE SOUTH 45°41'58" EAST, A DISTANCE OF 4.80 FEET;  
21 THENCE SOUTH 44°18'02" WEST, A DISTANCE OF 3.50 FEET;  
22 THENCE NORTH 45°41'58" WEST, A DISTANCE OF 4.80 FEET TO THE POINT OF BEGINNING.

23  
24 SAID PARCELS CONTAIN A TOTAL OF 143 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

25  
26 BEARINGS ARE BASED ON THE SOUTHEAST LINE OF PARCEL 2 OF THE RIGHT-OF-WAY VACATION RECORDED AT  
27 RECEPTION NO. 2006197704 AND 2010152058 IN THE CITY AND COUNTY OF DENVER OFFICE OF CLERK AND  
28 RECORDER ASSUMED TO BEAR NORTH 44°18'02" EAST.  
29

30 **Section 2.** The revocable permit ("Permit") granted by this Resolution is expressly granted  
31 upon and subject to each and all of the following terms and conditions:

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

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

36 (c) If the Permittee intends to install any underground facilities in or near a public road,  
37 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification  
38 Association of Owners and Operators of Underground Facilities by contacting the Utility Notification  
39 Center of Colorado, 12600 West Colfax Avenue, Suite B-310, Lakewood, Colorado 80215, at 303-  
40 232-1991. Further, Permittee shall contact the Utility Notification Center at 1-800-922-1987 to locate  
41 underground facilities prior to commencing any work under this permit.

42 (d) Permittee is fully responsible for any and all damages incurred to facilities of the Water  
43 Department and/or drainage facilities for water and sewage of the City and County of Denver due to

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

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

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

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

30 (h) Permittee shall pay all costs of construction and maintenance of the Encroachments.  
31 Upon revocation of the permit or upon abandonment, Permittee shall pay all costs of removing the  
32 Encroachments from the Encroachment Area and return the Encroachment Area to its original  
33 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: October 24, 2013 [by consent]

16 MAYOR-COUNCIL DATE: October 29, 2013

17 PASSED BY THE COUNCIL: \_\_\_\_\_, 2013

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

19 ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
20 EX-OFFICIO CLERK OF THE  
21 CITY AND COUNTY OF DENVER  
22

23 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: October 31, 2013  
24

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

29 Douglas J. Friednash, Denver City Attorney

30 BY: \_\_\_\_\_, Assistant City Attorney DATE: \_\_\_\_\_, 2013  
31