


## **REQUEST FOR ORDINANCE TO RELINQUISH EASEMENT**

**TO:** Caroline Martin, City Attorney's Office

**FROM:** Matt Bryner   
Director, Public Works Right of Way Services

**PROJECT NO:** 2019-RELINQ-0000008

**DATE:** July 3, 2019

**SUBJECT:** Request for an Ordinance to relinquish a portion of the Public Access Easement as established in the recorded document, 2017074118, and a portion of the Permanent Non-Exclusive Easement as established in the recorded document, 2017098408 located within Tract F of Broadway Station Filing No. 1 adjacent to S Broadway and W Mississippi Ave.

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

This office has investigated the request of Kimley-Horn and Associates, Inc., dated April 30, 2019 on behalf of Denver Broadway Station, Ltd. for the relinquishment of said easements.

This matter has been checked by this office and has been coordinated with Asset Management; Comcast; the City Councilperson Clark of District 7; CPD: Planning Services; Historic Preservation/Landmark; Denver Water; Denver Fire Department; City Forestry; Parks and Recreation; Engineering, Regulatory, and Analytics Transportation and Wastewater; Public Works: Construction Engineering; Public Works – Policy and Planning; Metro Wastewater Reclamation District; Survey; CenturyLink; and Xcel Energy, all of whom have returned our questionnaires indicating their agreement.

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

Therefore, you are requested to initiate Council action to relinquish the easements in the following described area(s):

**INSERT PARCEL DESCRIPTION 2019-RELINQ-0000008-001 HERE**

**INSERT PARCEL DESCRIPTION 2019-RELINQ-0000008-002 HERE**

A map of the area and a copy of the document creating the easement are attached.

MB: kr

cc:

City Councilperson Clark & Aides  
City Council Staff – Zach Rothmier  
Department of Law – Bradley Beck  
Department of Law – Deanne Durfee  
Department of Law – Maureen McGuire  
Department of Law – Martin Plate  
Public Works, Manager's Office – Alba Castro  
Public Works, Legislative Services – Jason Gallardo  
Public Works, Survey – Paul Rogalla

## ORDINANCE/RESOLUTION REQUEST

Please email requests to Jason Gallardo

at [Jason.Gallardo@denvergov.org](mailto:Jason.Gallardo@denvergov.org) by **12:00pm on Monday**. Contact him with questions.

Please mark one: ☒ Bill Request or ☐ Resolution Request Date of Request: July 3, 2019

### 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.)

Kimley-Horn and Associates, Inc. on behalf of Denver Broadway Station, Ltd. requests for an Ordinance to relinquish a portion of the Public Access Easement as established in the recorded document, 2017074118, and a portion of the Permanent Non-Exclusive Easement as established in the recorded document, 2017098408 located within Tract F of Broadway Station Filing No. 1 adjacent to S Broadway and W Mississippi Ave.

### 3. Requesting Agency: Public Works, Engineering and Regulatory

### 4. Contact Person:

Contact person with knowledge of proposed ordinance/resolution	Contact person to present item at Mayor-Council and Council
Name: Katie Ragland	Name: Jason Gallardo
Email: Katie.Ragland@denvergov.org	Email: Jason.Gallardo@denvergov.org

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

Request for an Ordinance to relinquish a portion of the Public Access Easement as established in the recorded document, 2017074118, and a portion of the Permanent Non-Exclusive Easement as established in the recorded document, 2017098408 located within Tract F of Broadway Station Filing No. 1 adjacent to S Broadway and W Mississippi Ave.

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

### 7. City Council District: City Councilperson Clark of District 7

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

N/A

*To be completed by Mayor's Legislative Team:*

Resolution/Bill Number: \_\_\_\_\_

Date Entered: \_\_\_\_\_

## Key Contract Terms

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

Vendor/Contractor Name:

Contract control number:

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?

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*To be completed by Mayor's Legislative Team:*

Resolution/Bill Number: \_\_\_\_\_

Date Entered: \_\_\_\_\_



## **EASEMENT RELINQUISHMENT EXECUTIVE SUMMARY**

**Project Title:** 2019-RELINQ-0000008 PAE & PNEE at Broadway Station Filing 1

**Owner name:** Denver Broadway Station, Ltd.

**Description of Proposed Project:** Request for an Ordinance to relinquish a portion of the Public Access Easement as established in the recorded document, 2017074118, and a portion of the Permanent Non-Exclusive Easement as established in the recorded document, 2017098408 located within Tract F of Broadway Station Filing No. 1 adjacent to S Broadway and W Mississippi Ave.

**Explanation of why the public right-of-way must be utilized to accomplish the proposed project:** Redevelopment.

**Background:** N/A

**Location Map:** Continued on next page.



# EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 1 OF 2

A PORTION OF AN EASEMENT RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER ON JULY 7, 2017 AT RECEPTION NO. 2017098408, BEING ALL OF TRACT F OF BROADWAY STATION FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF SOUTHWEST QUARTER OF SECTION 15 TO BEAR SOUTH 00°44'36" EAST, A DISTANCE OF 2647.73 FEET BETWEEN A FOUND STONE WITH DIVOT IN RANGE BOX AT THE CENTER QUARTER CORNER OF SECTION 15 AND A FOUND 3.25" BRASS CAP STAMPED "JF SATO & ASSOC. T4S R68W 1/4 S15 S22 2017 PLS 37056 2017" IN RANGE BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID SOUTH QUARTER CORNER OF SECTION 15; THENCE NORTH 49°50'34" WEST, A DISTANCE OF 225.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°57'10" WEST, A DISTANCE OF 122.89 FEET; THENCE NORTH 00°02'50" WEST, A DISTANCE OF 187.67 FEET TO A POINT ON THE NORTHERLY LINE OF BLOCK 6, BROADWAY STATION FILING NO. 1 RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER AT RECEPTION NO. 2017068642; THENCE ALONG SAID NORTHERLY LINE, NORTH 89°57'10" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 00°02'50" EAST, A DISTANCE OF 65.07 FEET; THENCE NORTH 89°55'21" EAST, A DISTANCE OF 62.89 FEET; THENCE SOUTH 00°02'50" EAST, A DISTANCE OF 122.63 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 18,971 SQ. FT. OR 0.44 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JOHN B. GUYTON  
COLORADO P.L.S. #16406  
CHAIRMAN/CEO, FLATIRONS, INC.

JOB NUMBER: 19-72,024  
DRAWN BY: M. LUND  
DATE: JUNE 5, 2019

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



**Flatirons, Inc.**  
Surveying, Engineering & Geomatics

4501 LOGAN ST.  
DENVER, CO 80216  
PH: (303) 936-6997

[www.FlatironsInc.com](http://www.FlatironsInc.com)

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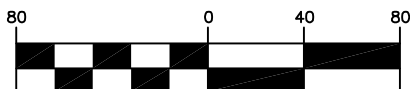
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH,  
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SHEET 2 OF 2

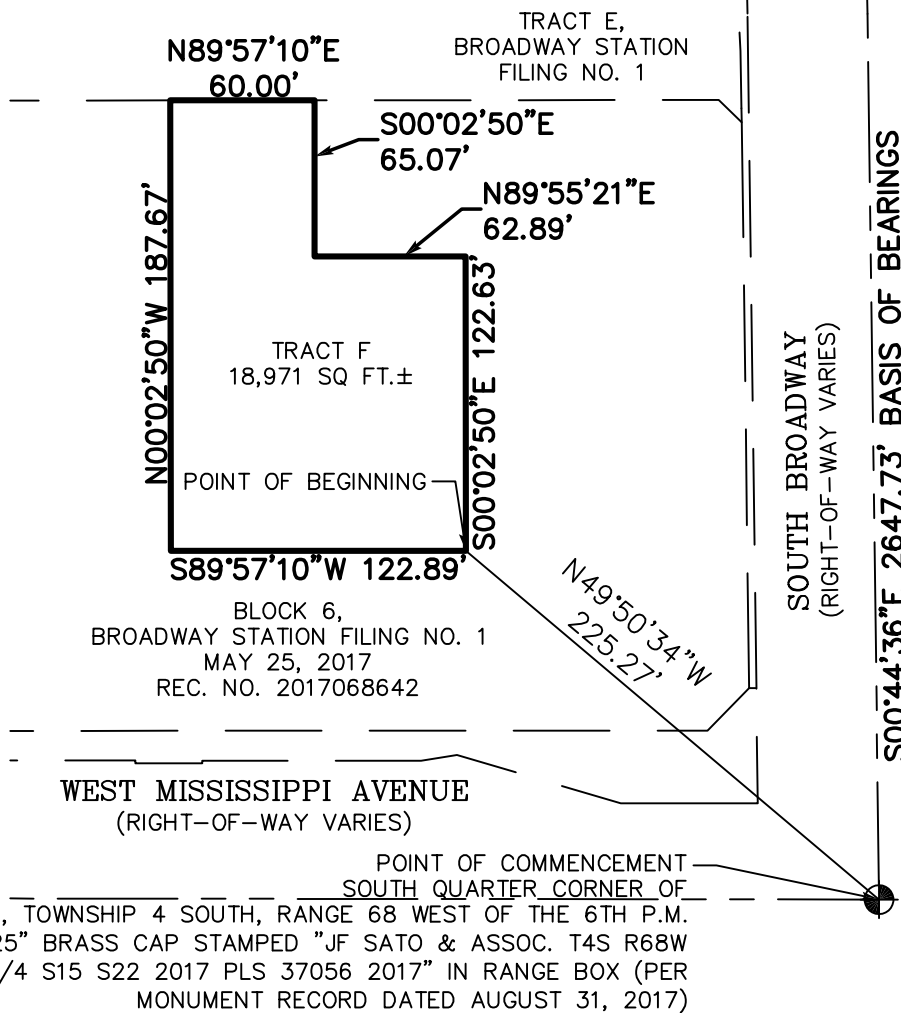
CENTER QUARTER CORNER OF  
SECTION 15, TOWNSHIP 4 SOUTH,  
RANGE 68 WEST OF THE 6TH P.M.  
FOUND STONE WITH DIVOT IN  
RANGE BOX (PER MONUMENT RECORD  
DATED SEPTEMBER 13, 2008)



GRAPHIC SCALE



( IN FEET )  
1 inch = 80 ft.



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SHEET 1 OF 2

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JOHN B. GUYTON  
COLORADO P.L.S. #16406  
CHAIRMAN/CEO, FLATIRONS, INC.

JOB NUMBER: 19-72,024  
DRAWN BY: M. LUND  
DATE: JUNE 5, 2019



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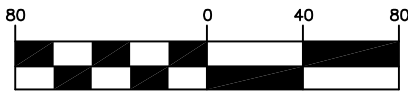
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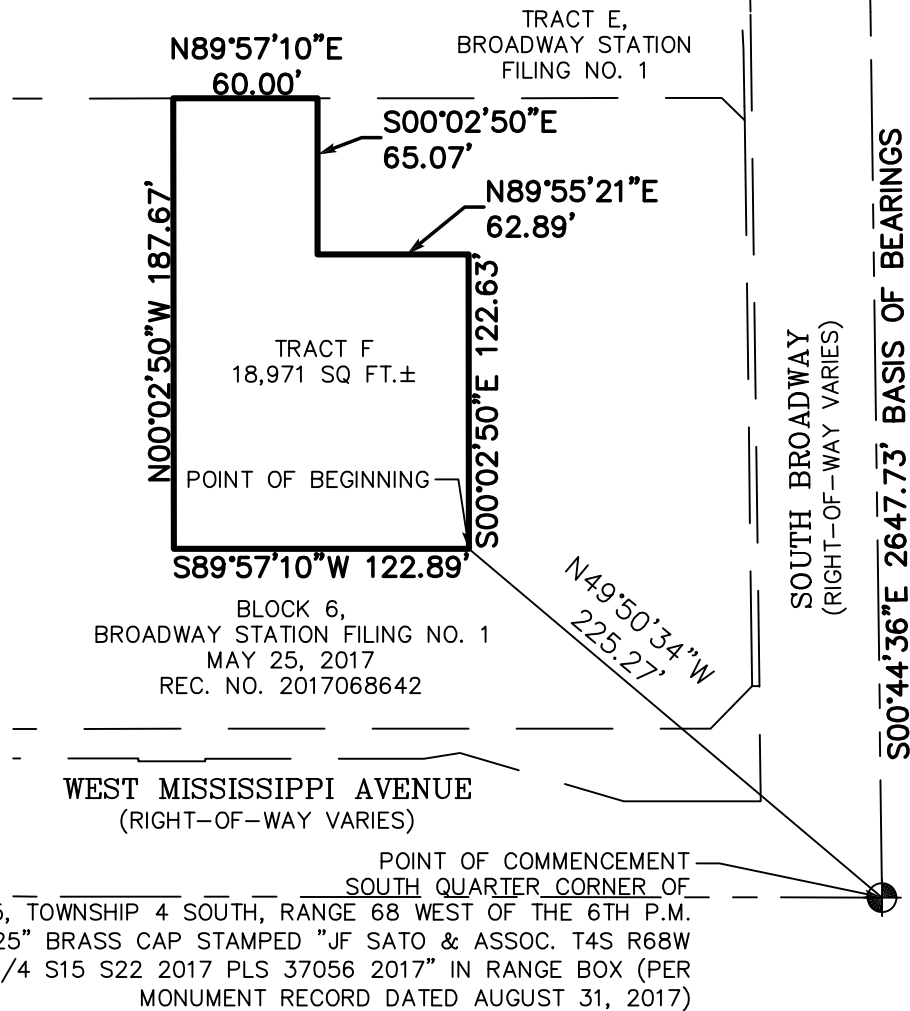
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After recording return to:  
Denver City Attorney's Office  
201 W. Colfax Avenue, Dept. 1207  
Denver, Colorado 80202

## **PUBLIC ACCESS EASEMENT**

**THIS PUBLIC ACCESS EASEMENT** ("Easement") is made as of the date set forth below by and **BROADWAY STATION PARTNERS, LLC**, a Delaware limited liability company ("Grantor") for the benefit of the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city ("Grantee").

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell, convey, transfer, and deliver to Grantee and its successors and assigns a permanent non-exclusive public access easement to have and to hold the perpetual right to enter upon and across the lands located in the City and County of Denver and described on Exhibit A, ("Easement Area"), attached hereto and incorporated herein by this reference, for the purpose of vehicular and pedestrian ingress and egress by the general public and Grantee.

Grantor hereby covenants that it is lawfully seized and possessed of the Easement Area, and that it has good and lawful right to grant this Easement.

Every term and covenant of this Easement is subject to and is to 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 or promulgated pursuant thereto ("Laws"). The Laws, as the same may be amended from time to time, are hereby incorporated into this Easement as if fully set out herein by this reference. Venue for any action arising under the Easement is in the Denver District Court for the City and County of Denver, Colorado.

The provisions of the Easement inure to the benefit of and bind the successors and assigns of the Grantor and Grantee. All covenants and other obligations set forth in this Easement shall apply to and run with the land.

This Easement or any portion thereof shall automatically terminate upon dedication of that portion of such Easement Area to and acceptance by the City and County of Denver as public right-of-way. Any portion of the Easement not so dedicated as public right-of-way shall remain in full force and effect.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and official seals  
on this 06 day of June, 2017.

**GRANTOR:**

**BROADWAY STATION PARTNERS, LLC**, a  
Delaware limited liability company

By: Frontier Renewal LLC, a Delaware limited  
liability company, its manager

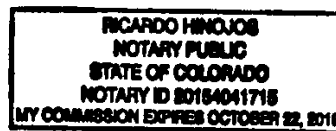
By:   
Daniel Jacobs, Chief Executive Officer

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

The foregoing instrument was acknowledged before me on June 06<sup>th</sup>, 2017, by  
Daniel Jacobs, Chief Executive Officer of Frontier Renewal LLC, a Delaware limited liability  
company, as manager of Broadway Station Partners, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: Oct 22, 2019



  
Notary Public

**EXHIBIT A**

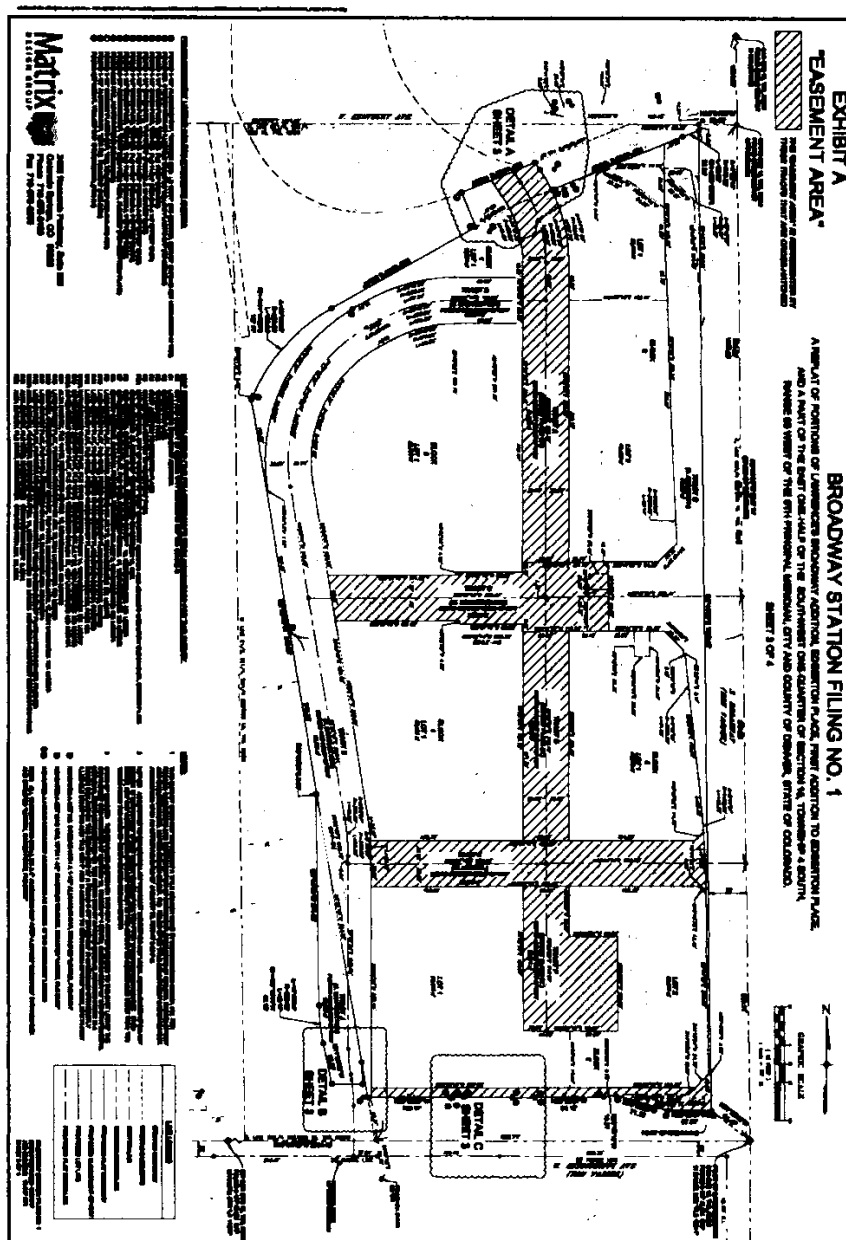
**Legal Description**

TRACTS A, C, D, E, F & H

BROADWAY STATION FILING NO. 1  
CITY AND COUNTY OF DENVER  
STATED OF COLORADO

**EXHIBIT A**

### Easement Area





## PERMANENT NON-EXCLUSIVE EASEMENT

Sanitary and Storm Sewers Tracts A, C, D, E and F

(PNEE 3 and KKR #16)

This Permanent Non-Exclusive Easement ("Easement"), made and given as of July 27, 2017, by BROADWAY STATION PARTNERS, LLC, a Delaware limited liability company ("Grantor") to and for the benefit of the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado ("City" or "Grantee")

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

1. Grantor is the owner of the property legally described in Exhibit A attached hereto and incorporated herein (the "Property").
2. Grantor is constructing certain storm and sanitary sewer facilities within the Property (collectively the "Facilities").
3. Grantor will be responsible for causing the maintenance, repair, and service of such Facilities to ensure conformance with all applicable plans and standards approved by the City.
4. Grantor hereby grants and conveys a permanent non-exclusive easement to the City under, in, upon, across and over the Property ("Easement Area"), for the purpose of maintaining, repairing, and servicing the Facilities if required as set forth herein, together with any and all rights of ingress and egress, necessary or convenient to the City to accomplish such purposes.
5. The Grantor shall pay for and be responsible for all costs to construct, reconstruct, repair, service, and maintain the Property, the Easement Area and all Facilities within the Easement Area to ensure conformance with all applicable plans and standards relating to the Facilities approved by the City. The City shall not be responsible for any construction, repairs, maintenance, cleaning, snow removal, or any other services on the Property, within the Easement Area or of the Facilities.
6. If, in the sole opinion of the City's Manager of Public Works, the Facilities are not properly maintained, constructed, repaired, or serviced by Grantor, the City shall give notice to the Grantor and if maintenance, construction, repairs, servicing, or corrections are not made within the time designated in such notice, the City is authorized, but not required, to make or have made maintenance, construction, repairs, servicing or corrections. If the City performs such maintenance, construction, repair, servicing or correction, the City shall charge and collect the cost thereof from the Grantor. However, in cases of emergency, as solely determined by the

City's Manager of Public Works, the City may choose to make immediate maintenance, servicing, repairs or corrections and to collect the cost thereof from the Grantor without notice.

7. The Grantor shall in no way consider or hold the City or its personnel liable for trespass in the performance of any of the maintenance, construction, repairing, servicing, correcting or other activities referred to herein. Grantor hereby 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 the work performed under this Easement by Grantor or its contractors ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the result of the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City. Grantor 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. Grantor 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. Grantor 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. This defense and indemnification obligation shall survive the termination of this Easement.

8. This Easement 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.

9. This Easement shall be recorded in the Denver County real property records.

10. Notices required hereunder shall be in writing and shall be personally delivered or mailed by registered and certified United States mail, postage prepaid, return receipt requested to the following address, or at such other addresses that may be specified in writing:

If to City:                      Manager of Public Works  
201 W. Colfax, Department 608  
Denver, CO 80202

If to Grantor:                Broadway Station Partners, LLC  
2420 17th Street  
3rd Floor  
Denver, CO 80202

11. All obligations of the City pursuant to this Easement, if any, are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Easement and paid into the Treasury of the City.




12. This Easement or any portion thereof shall automatically terminate upon dedication of that portion of such Easement Area to and acceptance by the City and County of Denver as public right-of-way. Any portion of the Easement Area not so dedicated as public right-of-way shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day and year first above written.

**GRANTOR:**

**BROADWAY STATION PARTNERS, LLC**, a Delaware limited liability company

**By: Frontier Renewal LLC, a Delaware limited liability company, its manager**

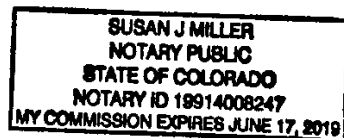
By:   
Daniel Jacobs, Chief Executive Officer

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

The foregoing instrument was acknowledged before me on July 27, 2017, by Daniel Jacobs, Chief Executive Officer of Frontier Renewal LLC, a Delaware limited liability company, as manager of Broadway Station Partners, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: 6/17/2019



Susan J. Miller  
Notary Public

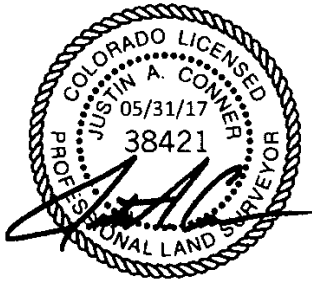


~~2015-PROJ MSTR-0000479-FNDE-003~~  
~~2016-PROJ MSTR-0000367-FNDE-003~~  
1601 Blake Street, Suite 200  
Denver, Colorado 80202  
Phone: 303-572-0200  
Fax: 303-572-0202  
[www.matrixdesigngroup.com](http://www.matrixdesigngroup.com)

**EXHIBIT A  
LAND DESCRIPTION**

A PORTION OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

TRACTS A, C, D, E, AND F, BROADWAY STATION FILING NO. 1 RECORDED ON MAY 25, 2017 IN THE OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER UNDER RECEPTION NUMBER 2017068642. CITY AND COUNTY OF DENVER, STATE OF COLORADO.



JUSTIN A. CONNER, PLS 38421  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
1601 BLAKE STREET, SUITE 200  
DENVER, CO 80202  
PH. (303)572-0200

