

1 **BY AUTHORITY**

2 RESOLUTION NO. CR26-0388
3 SERIES OF 2026

COMMITTEE OF REFERENCE:
South Platte River

4 **A RESOLUTION**

5 **Granting a revocable permit to Bigger Leap, LLC, to encroach into the right-of-**
6 **way at 2501 Blake Street.**

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

8 **Section 1.** The City and County of Denver ("City") hereby grants to Bigger Leap, LLC, the
9 owner of the Benefitted Property, and their successors and assigns ("Permittee"), a revocable permit
10 to encroach into the right-of-way with an existing ramp and stairs, canopy, and existing elevated
11 platform and planter beds ("Encroachment(s)") at 2501 Blake Street in the following described area
12 ("Encroachment Area"):

13 **PARCEL DESCRIPTION ROW NO. 2025-ENCROACHMENT-0000161-002:**

14 THAT PART OF THE BLAKE STREET RIGHT-OF-WAY ADJOINING A PORTION OF THE
15 MCPHEE AND MCGINNITY BLOCK, SITUATE IN THE SW 1/4 OF SECTION 27, T.3.S., R.68.W.
16 OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE
17 PARTICULARLY DESCRIBED AS FOLLOWS:

18
19 COMMENCING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BLAKE
20 STREET, WHICH IS 425.0 FEET NORTHEASTERLY FROM THE NORTHEASTERLY RIGHT-OF-
21 WAY LINE OF 24TH STREET;

22
23 THENCE N44°37'12"E, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BLAKE
24 STREET, A DISTANCE OF 24.26 FEET TO THE POINT OF BEGINNING; THENCE N44°37'12"E,
25 CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 207.21 FEET, WHENCE
26 THE MOST SOUTHERLY CORNER OF PARCEL NO. 218 OF THE CITY AND COUNTY OF
27 DENVER BROADWAY VIADUCT REPLACEMENT PROJECT BEARS N44°37'12"E, A DISTANCE
28 OF 15.94 FEET +/-; THENCE S45°22'48"E, DEPARTING SAID RIGHT-OF-WAY LINE
29 PERPENDICULARLY, A DISTANCE OF 5.50 FEET; THENCE S44°37'12"W, ALONG A LINE 5.50
30 FEET SOUTHEASTERLY OF & PARALLEL WITH SAID NORTHWESTERLY RIGHT-OF-WAY
31 LINE, A DISTANCE OF 126.67 FEET; THENCE S45°22'48"E, DEPARTING SAID LINE
32 PERPENDICULARLY, A DISTANCE OF 6.21 FEET; THENCE S44°34'05"W, A DISTANCE OF
33 80.54 FEET; THENCE N45°22'48"W, A DISTANCE OF 11.78 FEET TO THE POINT OF
34 BEGINNING, CONTAINING AN AREA OF 1,643 SQ. FT, +/-

35
36 and benefitting the following described parcel of property ("Benefitted Property"):

37 **PARCEL DESCRIPTION ROW NO. 2025-ENCROACHMENT-0000161-001:**

38 THAT PART OF THE MCPHEE AND MCGINNITY BLOCK, AND THAT PART OF THE
39 NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND THE NORTHWEST

1 ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 3
2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY
3 DESCRIBED AS FOLLOWS:

4 BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BLAKE STREET, WHICH IS
5 425.0 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF 24TH STREET;
6 THENCE NORTH 44°34'03" EAST ALONG THE NORTHWESTERLY LINE OF BLAKE STREET,
7 A DISTANCE OF 247.34 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL NO. 218 OF
8 THE CITY AND COUNTY OF DENVER BROADWAY VIADUCT REPLACEMENT PROJECT;
9 THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NO. 218 THE FOLLOWING THREE
10 (3) COURSES:

- 11 1) NORTH 45°21'01" WEST A DISTANCE OF 5.22 FEET;
- 12 2) THENCE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°32'03", A
13 RADIUS OF 4870.89 FEET, AN ARC LENGTH OF 45.41 FEET, THE CHORD OF WHICH BEARS
14 NORTH 08°56'42" WEST A DISTANCE OF 45.41 FEET;
- 15 3) THENCE NORTH 09°12'44" WEST A DISTANCE OF 141.43 FEET TO THE CENTERLINE
16 OF A UNION PACIFIC SPUR TRACK;

17 THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID SPUR TRACK, ALONG A
18 CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°15'15", A RADIUS OF 675.00
19 FEET, AN ARC LENGTH OF 155.75 FEET, THE CHORD OF WHICH BEARS SOUTH 41°17'06"
20 WEST A DISTANCE OF 155.41 FEET; THENCE SOUTH 44°33'55" WEST ALONG THE
21 CENTERLINE OF SAID SPUR TRACK, A DISTANCE OF 202.70 FEET TO A POINT
22 425.0 FEET NORTHEASTERLY FROM AND MEASURED AT RIGHT ANGLES TO THE
23 NORTHEASTERLY LINE OF 24TH STREET, SAID LINE BEING PARALLEL WITH AND 146.92
24 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF BLAKE STREET; THENCE
25 SOUTH 45°24'37" EAST PARALLEL WITH THE NORTHEASTERLY LINE OF 24TH STREET, A
26 DISTANCE OF 146.92 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

27 CITY AND COUNTY OF DENVER, STATE OF COLORADO

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

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

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

37 (c) If the Permittee intends to install any underground facilities in or near a Public road,
38 street, alley, ROW or utility easement, the Permittee shall join the Statewide Notification Association
39 of Owners and Operators of Underground Facilities by contacting the Utility Notification Center of
40 Colorado (Colorado 811) through <https://colorado811.org/> or at 303-232-1991, 16361 Table

1 Mountain Pkwy, Golden, Colorado, 80403. Further, Permittee shall contact the Utility Notification
2 Center (Colorado 811) at <https://colorado811.org/> or 303-232-1991 to request locates for existing
3 underground facilities prior to commencing excavation.

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

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

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

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

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

32 (i) Permittee shall pay all costs of construction and maintenance of the Encroachment(s).
33 Upon revocation of the Permit or upon abandonment, Permittee shall pay all costs of removing the

1 Encroachment(s) from the Encroachment Area and restore the Encroachment Area to a condition in
2 accordance with City and County of Denver Department of Transportation & Infrastructure
3 Transportation Standards and Details for the Engineering Division under the supervision of DOTI.

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

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

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

29 (m) In addition to the requirement herein to comply with all laws, Permittee shall comply
30 with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and
31 Commercial Space, Public Accommodations, Educational Institutions and Health and Welfare
32 Services) of Chapter 28 (Human Rights) of the DRMC. The failure to comply with any such provision
33 shall be a proper basis for revocation of the Encroachment(s).

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

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

5 i. Permittee agrees to defend, indemnify, reimburse and hold harmless City, its
6 appointed and elected officials, agents and employees for, from and against all liabilities, claims,
7 judgments, suits or demands for damages to persons or property arising out of, resulting from, or
8 relating to this Permit and the Encroachment(s) ("Claims"). This indemnity shall be interpreted in the
9 broadest possible manner to indemnify City for any acts or omissions of Permittee or its agents either
10 passive or active, irrespective of fault, including City's negligence whether active or passive.

11 ii. Permittee's duty to defend and indemnify City shall arise at the time written notice
12 of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim.
13 Permittee's duty to defend and indemnify City shall arise even if City is the only party sued by
14 claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of
15 claimant's damages.

16 iii. Permittee will defend any and all Claims which may be brought or threatened
17 against City and will pay on behalf of City any expenses incurred by reason of such Claims including,
18 but not limited to, court costs and attorney fees incurred in defending and investigating such Claims
19 or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition
20 to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

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

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

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

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

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

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

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

15 (w) Encroachment(s) in the regulatory floodplain shall require a SUDP and comply with
16 Chapter 4 Floodplain Regulations of the "Storm Drainage Design and Technical Criteria", Chapter
17 12 Floodplain Management of the "DOTI Rules and Regulations Governing Sewerage Charges and
18 Fees and Management of Wastewater" and the City Floodplain Ordinance in DRMC Section 56-200
19 through 56-206. Above ground Encroachment(s) in a Floodway require a No-Rise Certification
20 sealed and signed by a Professional Engineer licensed in the State of Colorado. If there is any rise
21 in Base Flood Elevations, a Conditional Letter of Map Revision (CLOMR) and LOMR will be required.

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

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

33 **REMAINDER OF PAGE INTENTIONALLY BLANK**

1 COMMITTEE APPROVAL DATE: April 1, 2026 by Consent
2 MAYOR-COUNCIL DATE: April 7, 2026

3 PASSED BY THE COUNCIL: _____
4 _____ - PRESIDENT

5 ATTEST: _____ - CLERK AND RECORDER,
6 EX-OFFICIO CLERK OF THE
7 CITY AND COUNTY OF DENVER

8 PREPARED BY: Bradley A. Beck, Assistant City Attorney DATE: April 9, 2026

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

13
14 Miko Ando Brown, Denver City Attorney

15
16 BY: _____, Assistant City Attorney DATE: _____