



**Department of Public Works**  
Engineering Regulatory & Analytics  
201 W. Colfax Avenue, Dept. 507  
Denver, CO 80202  
720-865-3001  
[www.denvergov.org/survey](http://www.denvergov.org/survey)

## **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:** 2018-RELINQ-0000017

**DATE:** November 13, 2018

**SUBJECT:** Request for an Ordinance to relinquish the easement for the sanitary sewer in its entirety as established in recorded document no. 1925817859, Book 3539, Page 393. Located at 810-870 E 50th 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 Michael B. Levy, L.L.C., dated August 21, 2018 on behalf of JJJ Properties, LLC for the relinquishment of said easements.

This matter has been checked by this office and has been coordinated with Asset Management; Comcast; the City Councilman Brooks of District 9; 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 2018-RELINQ-0000017-001 HERE**

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

MB:kr

cc:  
City Councilman Brooks & Aides  
City Council Staff – Zach Rothmier  
Department of Law – Bradley Beck  
Department of Law – Deanne Durfee  
Public Works, Manager's Office – Alba Castro  
Public Works, Legislative Services – Sarah Stanek  
Public Works, Survey – Paul Rogalla

# ORDINANCE/RESOLUTION REQUEST

Please email requests to Sarah Stanek  
at [Sarah.Stanek@DenverGov.org](mailto:Sarah.Stanek@DenverGov.org) by **12:00pm on Monday**. Contact her with questions.

Date of Request: **November 13, 2018**

Please mark one:  Bill Request or  Resolution Request

## 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.)

Michael B. Levy, L.L.C. on behalf of JJJ Properties, LLC requests for an Ordinance to relinquish the easement for the sanitary sewer in its entirety as established in recorded document no. 1925817859, Book 3539, Page 393. Located at 810-870 E 50th 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: Sarah Stanek
Email: <a href="mailto:Katie.Ragland@denvergov.org">Katie.Ragland@denvergov.org</a>	Email: <a href="mailto:Sarah.Stanek@denvergov.org">Sarah.Stanek@denvergov.org</a>

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

Request for an Ordinance to relinquish the easement for the sanitary sewer in its entirety as established in recorded document no. 1925817859, Book 3539, Page 393. Located at 810-870 E 50th Ave.

## 6. City Attorney assigned to this request (if applicable): Bradley Beck

## 7. City Council District: City Councilman Brooks of District 9

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

N/A

## Key Contract Terms

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

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

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

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 (A)</i>	<i>Additional Funds (B)</i>	<i>Total Contract Amount (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?

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

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

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

## EASEMENT RELINQUISHMENT EXECUTIVE SUMMARY

**Project Title:** 2018-RELINQ-0000017 Sanitary Sewer at 810-870 E 50th Ave

**Owner name:** JJJ Properties, LLC

**Description of Proposed Project:** Request for an Ordinance to relinquish the easement for the sanitary sewer in its entirety as established in recorded document no. 1925817859, Book 3539, Page 393. Located at 810-870 E 50th Ave.

**Explanation of why the public right-of-way must be utilized to accomplish the proposed project:** The owner would like the city to relinquish its rights to the easement. The sewer line will not be removed or relocated; rather, the owner will continue to be responsible for the maintenance.

**Background:** N/A

**Location Map:**



# EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 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 WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14 TO BEAR NORTH 00°08'02" WEST, A DISTANCE OF 1331.18 FEET BETWEEN A FOUND 3.25" ALUMINUM CAP STAMPED "1994 LS 16401" AT THE SOUTHWEST CORNER OF SECTION 14 AND A FOUND ILLEGIBLE 2.5" ALUMINUM CAP AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, NORTH 89°41'48" EAST, A DISTANCE OF 846.46 FEET; THENCE SOUTH 47°17'11" WEST, A DISTANCE OF 7.41 FEET; THENCE ALONG A LINE PARALLEL WITH AND 5.00 FEET SOUTHERLY FROM SAID NORTH LINE, SOUTH 89°41'48" WEST, A DISTANCE OF 841.00 FEET TO A POINT ON SAID WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE, NORTH 00°08'02" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 4,218 SQ. FT. OR 0.10 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.



FSI JOB NO. 18-70,868

JOB NUMBER: 18-70,868  
DRAWN BY: J. STEPHENSON  
DATE: OCTOBER 31, 2018

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*

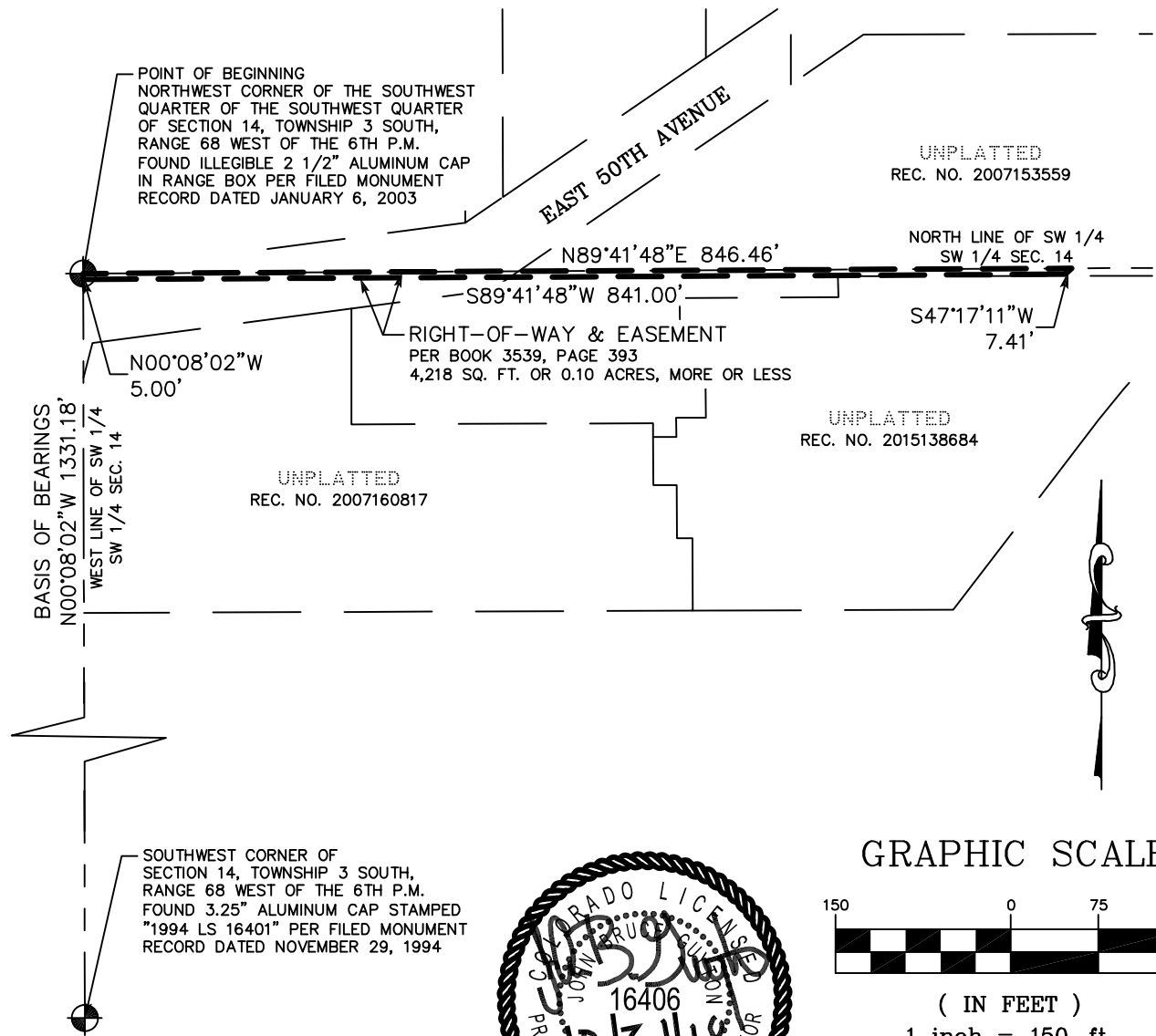


4501 LOGAN ST  
DENVER, CO 80205  
PH: (303) 936-6997  
FAX: (303) 923-3180  
[www.FlatironsInc.com](http://www.FlatironsInc.com)

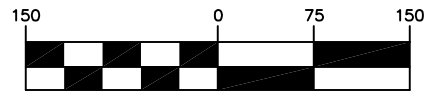
# EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 2 OF 2



## GRAPHIC SCALE



( IN FEET )  
1 inch = 150 ft.



JOB NUMBER: 18-70,868  
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Surveying, Engineering & Geomatics



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BY:JSTEPHENSON FILE:70868 ESMT EXHIBIT-C19.DWG DATE:10/31/2018 10:51 AM



THIS DEED, Made this Second day of February, in the Year of our Lord One Thousand Nine Hundred and twenty-five, between The Denver Union Stock Yard Company a corporation, duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and CITY AND COUNTY OF DENVER, a Municipal Corporation of the State of Colorado, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, a RIGHT OF WAY AND EASEMENT, ten feet in width, over, across, upon, in, through and under the following described real property, situate, lying and being in the City and County of Denver, and State of Colorado, to-wit:

Part of the north one-half (N $\frac{1}{2}$ ) of Southwest one quarter (SW $\frac{1}{4}$ ) of Southwest one quarter (SW $\frac{1}{4}$ ) of Section Fourteen (14), Township three (3) south of range sixty eight (68) west of the sixth (6th) principal meridian.

for the purpose of constructing, inspecting, repairing, maintaining and operating a SANITARY SEWER to be constructed not less than four feet under the surface of the ground, the center line of which RIGHT OF WAY AND EASEMENT is described as follows, to-wit:

Commencing at a point on the west line of the north  $\frac{1}{2}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of section 14, T. 3 S., R. 68 W., 4 feet south of the northeast corner thereof; thence easterly and northwesterly to the NE corner of said SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said section 14, a distance of 40.45 feet; thence easterly 7.4 feet more or less to a point on said north

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereto appertaining, to the only proper use, benefit and behoof of said party of the second part, its successors and assigns forever; RESERVING, HOWEVER, to the party of the first part, its successors and assigns, the right to utilize and enjoy the above-described premises, providing the same shall not interfere with the construction, repair, inspection or operation of said sewer; it being the intention hereof to grant to the party of the second part, its successors and assigns a RIGHT OF WAY AND EASEMENT, through the said real property, for the above mentioned purposes, the fee to the same remaining in the party of the first part.

AND the party of the first part does hereby release, acquit and discharge the said party of the second part from any and all claims and demands whatsoever that it has or may have against said party of the second part, for or on account of the construction and repair of said sewer across, upon, in, through or under said premises.

AND the said The Denver Union Stock Yard Company, party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the sealing and delivery of these presents it is well seized of the said premises through which said RIGHT OF WAY AND EASEMENT are granted and conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the said RIGHT OF WAY AND EASEMENT, in manner and form aforesaid, and that the said premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances, of whatever kind or nature soever, and the above-bargained RIGHT OF WAY AND EASEMENT in the quiet and peaceable possession, use and enjoyment of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest:  
R. Reinhardt  
Secretary.

The Denver Union Stock Yard Co.  
By J. White  
President.

APPROVED AS TO FORM  
HENRY E. MAY  
ATTORNEY FOR CITY AND COUNTY OF DENVER  
BY Henry E. May  
7/26  
ASSISTANT ATTORNEY



THIS DEED, Made this SECOND day of February in the Year of our Lord One Thousand Nine Hundred and Twenty-five between The Denver Union Stock Yard Company a corporation, duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and CITY AND COUNTY OF DENVER, a Municipal Corporation of the State of Colorado, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, a RIGHT OF WAY AND EASEMENT, ten feet in width, over, across, upon, in, through and under the following described real property, situate, lying and being in the City and County of Denver, and State of Colorado, to-wit:

Part of the north one-half (N $\frac{1}{2}$ ) of Southwest one quarter (SW $\frac{1}{4}$ ) of Southwest one quarter (SW $\frac{1}{4}$ ) of Section Fourteen (14), Township three (3) south of Range sixty eight (68) west of the sixth (6th) principal Meridian.

for the purpose of constructing, inspecting, repairing, maintaining and operating a SANITARY SEWER to be constructed not less than ten feet under the surface of the ground, the center line of which RIGHT OF WAY AND EASEMENT is described as follows, to-wit:

Commencing at a point on the west line of the north  $\frac{1}{2}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of section 14, T. 3 S., R. 68 W., 5 feet south of the northwest corner thereof; thence easterly and parallel to the north line of said N $\frac{1}{2}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 14, a distance of 841 feet; thence northeasterly 7.4 feet more or less to a point on said north line 846.46 feet easterly from the NW corner of the N $\frac{1}{2}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said section 14.  
Party of first part reserves the right and shall be granted the privilege of the reasonable use and the right to connect to said sewer without charge, except the usual fees for permits.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereto appertaining, to the only proper use, benefit and behoof of said party of the second part, its successors and assigns forever; RESERVING, HOWEVER, to the party of the first part, its successors and assigns, the right to utilize and enjoy the above-described premises, providing the same shall not interfere with the construction, repair, inspection or operation of said sewer; it being the intention hereof to grant to the party of the second part, its successors and assigns a RIGHT OF WAY AND EASEMENT, through the said real property, for the above mentioned purposes, the fee to the same remaining in the party of the first part.

AND the party of the first part does hereby release, acquit and discharge the said party of the second part from any and all claims and demands whatsoever that it has or may have against said party of the second part, for or on account of the construction and repair of said sewer across, upon, in, through or under said premises.

AND the said The Denver Union Stock Yard Company, party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the sealing and delivery of these presents it is well seized of the said premises through which said RIGHT OF WAY AND EASEMENT are granted and conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the said RIGHT OF WAY AND EASEMENT; in manner and form aforesaid, and that the said premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances, of whatever kind or nature soever, and the above-bargained RIGHT OF WAY AND EASEMENT in the quiet and peaceable possession, use and enjoyment of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest:

A. Reinhardt  
Secretary

The Denver Union Stock Yard Co.  
By J. W. [Signature]  
President

REMOVED AS TO FORM  
HENRY E. MAY  
ATTORNEY AT LAW  
BY [Signature]  
ASSISTANT ATTORNEY



BOOK 3539 PAGE 394

STATE OF COLORADO

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ in and for said \_\_\_\_\_ County, in the State aforesaid, do hereby certify that:

who are personally known to me to be the same persons whose names are subscribed to the foregoing Deed as having executed the same respectively as \_\_\_\_\_ President and Secretary of The \_\_\_\_\_ a corporation, and who are known to me to be such officers, respectively, appeared before me this day in person, and severally acknowledged: That the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said \_\_\_\_\_ is the \_\_\_\_\_ President of said corporation, and the said \_\_\_\_\_ is the Secretary thereof; that by the authority of said corporation they respectively subscribed their names thereto as \_\_\_\_\_ President and Secretary, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and \_\_\_\_\_ seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 191\_\_\_\_\_

My commission expires \_\_\_\_\_ A. D. 191\_\_\_\_\_

Approved as to Form:

Approved as to Description:

\_\_\_\_\_  
Attorney for said City and County of Denver.

*William S. Lail*  
\_\_\_\_\_  
Engineer, City and County of Denver.

No 817859

Right of Way for Sewer

*The Denver Union Stock  
Yards Co.*

TO

City and County of Denver  
A Municipal Corporation

STATE OF COLORADO

CITY & COUNTY OF DENVER } ss:  
County of \_\_\_\_\_

I hereby certify that this instrument was

filed for record in my office at 9:25

o'clock *A.M.*, MAY - 4 1925, 191

and is duly recorded in book 3539

page 393

*William S. Lail*  
CLERK & RECORDER Recorder.

By *Max Hyslop*  
Deputy.

Fee \_\_\_\_\_

After recordation mail to

70  
BOARD OF PUBLIC WORKS  
CITY HALL,  
307 City Hall DENVER, COLORADO