



Department of Public Works
Engineering Regulatory & Analytics
201 W. Colfax Avenue, Dept. 507
Denver, CO 80202
720-865-3001
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: 2019-RELINQ-0000001

DATE: April 4, 2019

SUBJECT: Request for an Ordinance to relinquish a portion of the utility easement as established in recorded document no. 2017107806 at 400 N Grant St.

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

This office has investigated the request of Martines Palmeiro Construction, LLC, dated January 7, 2019 on behalf of Northington Denver Apartment Investors, 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 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-0000001-001 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 by **12:00pm on Monday**. Contact him with questions.

Date of Request: April 4, 2019

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.)

Martines Palmeiro Construction, LLC on behalf of Northington Denver Apartment Investors, LLC requests for an Ordinance to relinquish a portion of the utility easement as established in recorded document no. 2017107806 at 400 N Grant St.

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 utility easement as established in recorded document no. 2017107806 at 400 N Grant St.

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

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> (A)	<i>Additional Funds</i> (B)	<i>Total Contract Amount</i> (A+B)
<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: 2019-RELINQ-0000001 Modera West Wash Park at 400 N Grant St

Owner name: Northington Denver Apartment Investors, LLC

Description of Proposed Project: Request for an Ordinance to relinquish a portion of the utility easement as established in recorded document no. 2017107806 at 400 N Grant St.

Explanation of why the public right-of-way must be utilized to accomplish the proposed project: During building construction, the footprint of the building was positioned incorrectly, which is causing the building to encroachment into the utility easement by a maximum of 0.32 feet.

Background: N/A

Location Map: Continued on next page.



LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 8, BLOCK 12, KETTLE'S ADDITION TO DENVER. SITUATED IN THE NORTHEAST QUARTER OF SECTION 10, 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:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2-FOOT WIDE RIGHT-OF-WAY DEDICATION FOR GRANT STREET AS DESCRIBED IN THE DEED RECORDED AT RECEPTION No. 2017144319 OF SAID CITY AND COUNTY RECORDS; THENCE NORTH 00°06'03" WEST, ALONG THE EAST LINE OF SAID RIGHT-OF-WAY DEDICATION, A DISTANCE OF 24.68 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00°06'03" WEST A DISTANCE OF 0.32 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8 AND THE NORTH LINE OF A PERMANENT EASEMENT RECORDED AUGUST 16TH, 2017 AT RECEPTION NUMBER 2017107806;

THENCE SOUTH 89°35'20" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 42.00 FEET; THENCE SOUTH 89°58'04" WEST DEPARTING SAID NORTH LINE; A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7 SQUARE FEET, MORE OR LESS.

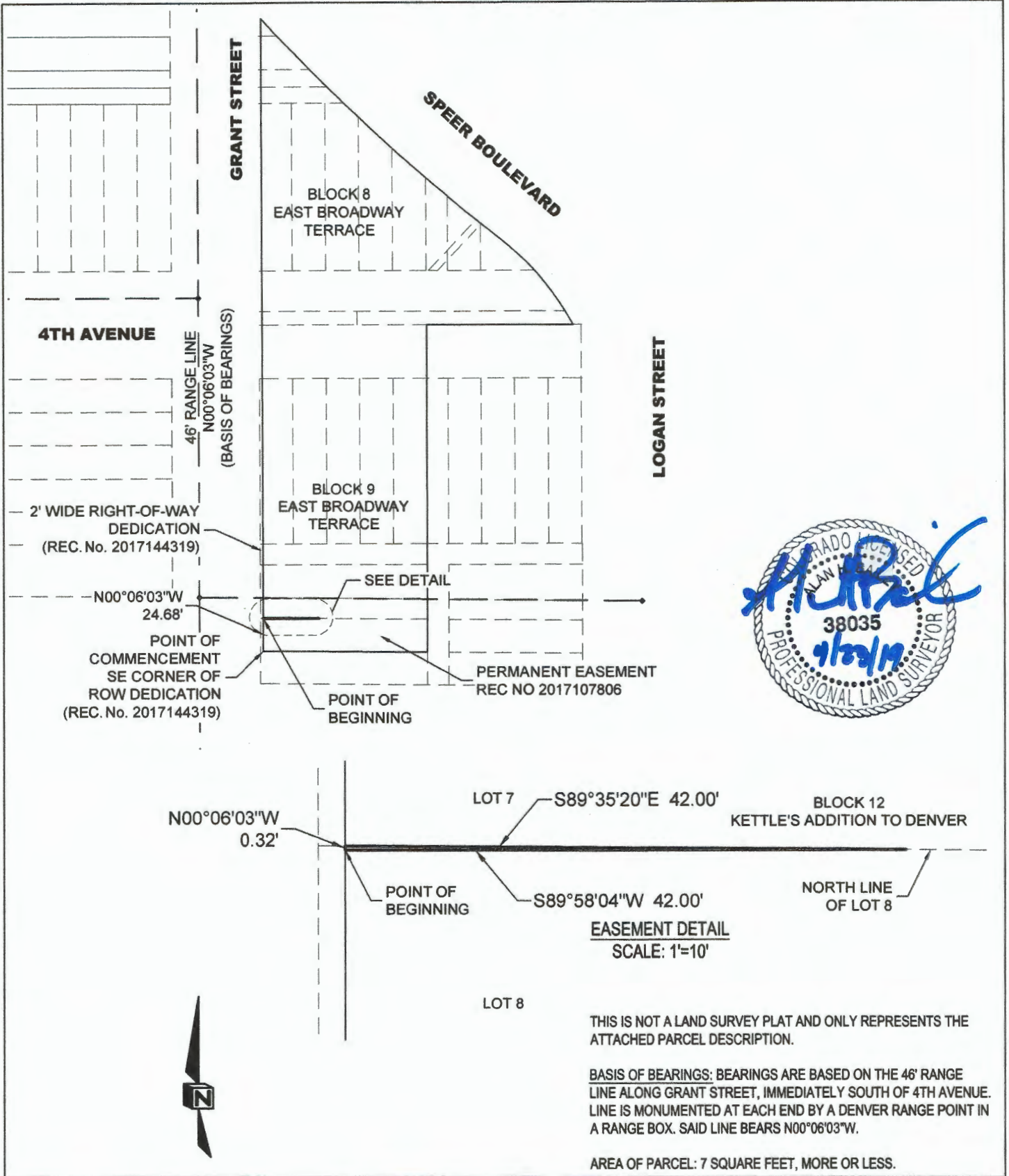
BASIS OF BEARINGS: BEARINGS ARE BASED ON THE 46' RANGE LINE ALONG GRANT STREET, IMMEDIATELY SOUTH OF 4TH AVENUE. LINE IS MONUMENTED AT EACH END BY A DENVER RANGE POINT IN A RANGE BOX. SAID LINE BEARS N00°06'03"W.

PREPARED BY:
ALAN H. BAILEY PLS No. 38035

ON BEHALF OF
BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303.587.1672



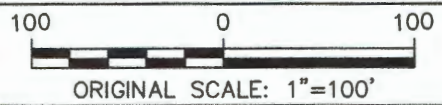
PROJECT: ROTH-16-04 4th-GRANT		bps BAILEY PROFESSIONAL SOLUTIONS	BAILEY PROFESSIONAL SOLUTIONS, LLC 5737 SOUTH KENTON STREET ENGLEWOOD, CO 80111 303.587.1672 BAILEYPROFESSIONALSOLUTIONS.COM
FILE: EASEMENT VACATION.DWG			
CHECKED: AHB	DRAWN: RJE	DATE: 4/23/19	



THIS IS NOT A LAND SURVEY PLAT AND ONLY REPRESENTS THE ATTACHED PARCEL DESCRIPTION.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE 46' RANGE LINE ALONG GRANT STREET, IMMEDIATELY SOUTH OF 4TH AVENUE. LINE IS MONUMENTED AT EACH END BY A DENVER RANGE POINT IN A RANGE BOX. SAID LINE BEARS N00°06'03"W.

AREA OF PARCEL: 7 SQUARE FEET, MORE OR LESS.



bps BAILEY PROFESSIONAL SOLUTIONS

BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303.587.1672
BAILEYPROFESSIONALSOLUTIONS.COM

PROJECT:	ROTH-16-04 4th-GRANT
FILE:	EASEMENT VACATION.DWG
CHECKED:	AHB DRAWN: RJE DATE: 4/23/19



08/18/2017 10:42 AM
City & County of Denver

R \$0.00

EAS

2017107806

Page: 1 of 6

D \$0.00

17-34
Asset Management

PERMANENT EASEMENT

This **PERMANENT EASEMENT**, made this 8th day of August, 2017 (this "Easement") between **COLORADO VISITING NURSE ASSOCIATION, A COLORADO NON-PROFIT CORPORATION**, whose legal address is 390 Grant Street, Denver, CO 80203, ("Grantor") and the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("City" or "Grantee").

WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents does hereby bargain and sell and transfer and convey to Grantee, its successors and assigns, a non-exclusive and perpetual easement to enter upon the lands hereinafter described to locate, construct, inspect, operate, maintain, repair, remove, replace, relocate, and reconstruct facilities for sewage and other uses, including related underground and surface facilities and appurtenances thereto (the "Improvements"), into, within, over, upon, across, through, and under the following described parcel of land (the "Property"):

*See Exhibit(s) A
Attached and incorporated by this reference*

To have and hold such permanent easement unto Grantee and unto its successors and assigns forever.

Grantor warrants and covenants with Grantee that it is lawfully seized and possessed of the Property, and that it has a good and lawful right to grant this permanent easement in the Property. Grantor further covenants and agrees that no building, structure, wall, tree, utility installation, or other above or below ground obstruction that may interfere with the purposes for which this easement is granted is now or may be placed, erected, installed, or permitted upon the Property; provided, however, that Grantor may install fencing and irrigation systems on the Property. Grantee shall also have the right to trim or remove trees, bushes, undergrowth, and other obstructions on the Property interfering with or presenting a hazard to the location, construction, inspection, operation, maintenance, repair, removal, replacement, relocation, and reconstruction of the Improvements.

Grantor agrees that in the event the terms of this easement are violated, that such violation shall be corrected by Grantor in no less than thirty (30) days after receipt of written notice from Grantee (or such correction shall be commenced within such thirty (30)-day timeframe and diligently prosecuted towards completion), or Grantee may itself elect to correct or eliminate such violation at Grantor's expense after prior written notice to Grantor of such election. In the event Grantee elects to repair, reconstruct, maintain, or services the Improvements as a result of the above referenced violation, Grantor shall reimburse Grantee for any actual, reasonable costs or expenses incurred by Grantee to repair, reconstruct, maintain, or service the Improvements

Project No. _____ File No. _____

15837490

Asset Management
Date: 08/16/17

Approved
PK

Project Description:
PK
Colorado Visiting Nurse Association

(including costs incurred by Grantee to enforce the terms of this Easement) no less than thirty (30) days after receipt of evidence of such actual, reasonable costs or expenses.

Grantor grants to Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to Grantor, for the purpose of constructing, inspecting, operating, maintaining, repairing, removing, replacing, and reconstructing Improvements.

Grantor releases Grantee from any and all claims for damages arising in any way or incident to the construction, reconstruction, repair, replacement, and/or maintenance by the Grantee, or its agents, of the Improvements within of the Property, except to the extent such claims for damages arise from the gross negligence or willful misconduct of Grantee or its agents in completing the foregoing.

Grantor, its successors and assigns, may use the Property in any lawful manner that will not interfere with and is consistent with the easement granted herein. Grantee, to the extent practicable, agrees to restore landscaping (not including fencing or irrigation systems) on the Property to a condition similar to what it was prior to Grantee's activities to locate, construct, inspect, operate, maintain, repair, remove, replace, relocate, and reconstruct the Improvements. All obligations of Grantee are subject to prior appropriation of monies expressly made by City Council and paid into the Treasury of the City.

Each and every term, condition, or covenant herein is subject to and shall 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 and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code, and regulations of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising from the condition of the Property, including the existence of any hazardous material, substance or waste located on the Property, except to the extent such condition was caused solely by Grantee.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land.

_____ Project No. _____ File No. _____

"GRANTOR"

Signed and delivered this 8th day of August, 2017.

GRANTOR:

Visiting Nurse Corporation of Colorado, Inc.,

a Colorado nonprofit corporation

By: Christopher J. Lee

Printed Name: Christopher J. Lee

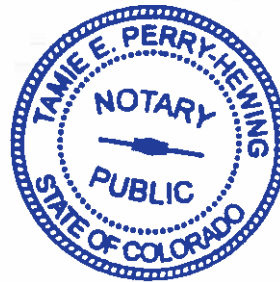
Title: President & CEO

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of August, 2017, by Claudia Golden as Executive Assistant of Colorado Visiting Nurse Association, a Colorado Non-Profit Corporation.

My commission expires: 7/18/2021, 2017.

WITNESS my hand and official seal. Tamie E. Perry-Hewing
Notary Public



Project No. _____ File No. _____

Exhibit A

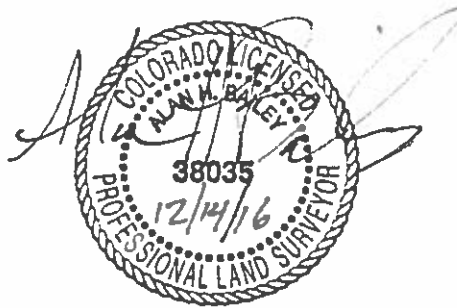
_____ Project No. _____ File No. _____

PARCEL DESCRIPTION:

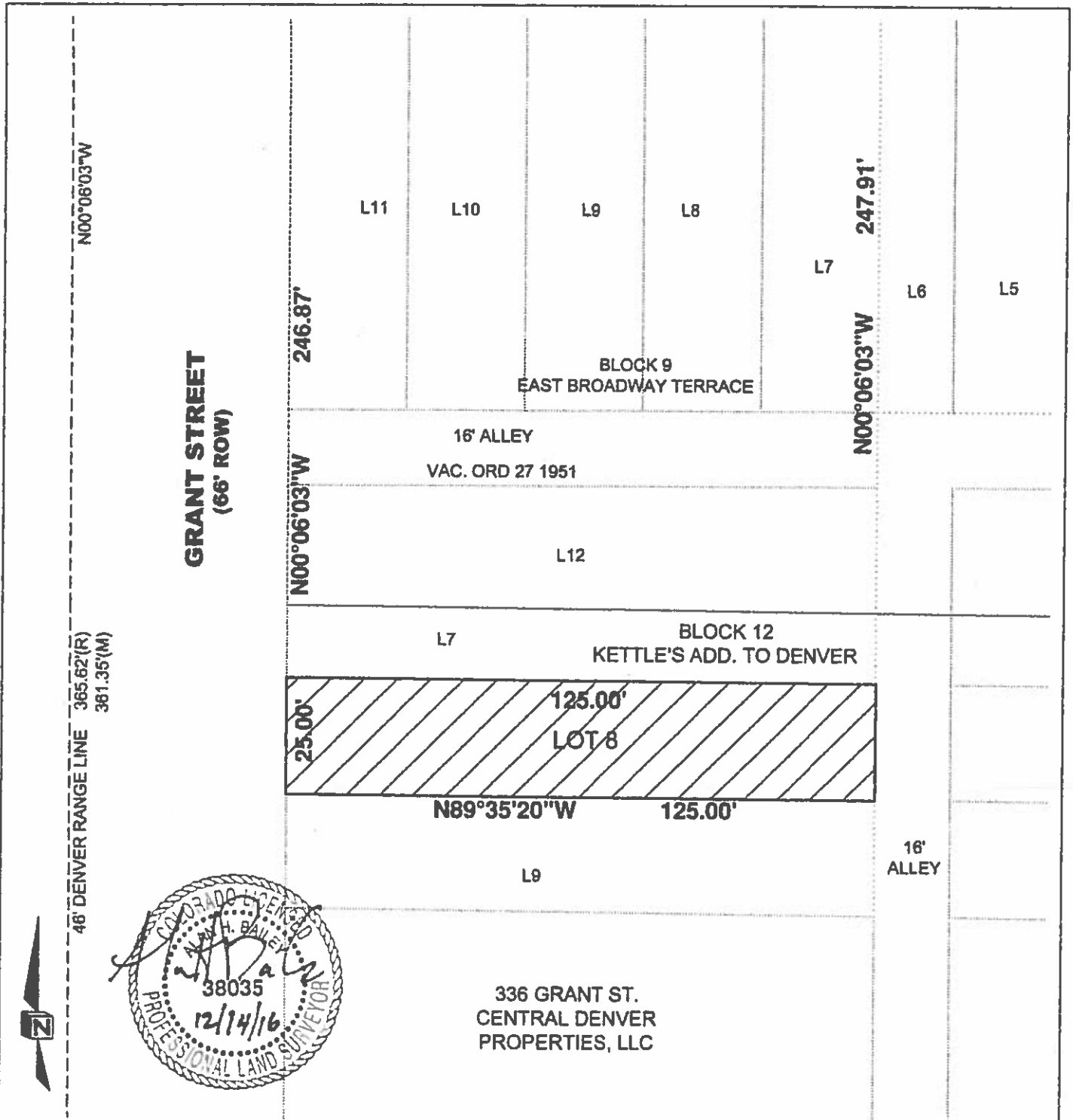
LOT 8,
BLOCK 12,
KETTLE'S ADDITION TO DENVER;
LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 68
WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF
COLORADO.

CONTAINING 3,125 S.F. (0.072 ACRES) MORE OR LESS

PREPARED BY:
ALAN H. BAILEY, PLS 38035
FOR AND ON BEHALF OF:
BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303-587-1672



EXHIBIT



THIS IS NOT A LAND SURVEY PLAT AND ONLY REPRESENTS THE ATTACHED PARCEL DESCRIPTION.

SCALE:	1"=30'
PROJECT:	ROTH-16-04
DRAWING FILE:	EASEMENT EXHIBITS.DWG
DATE:	DECEMBER 14, 2016
DRAWN:	AHB
CHECKED:	AHB

bps

BAILEY
PROFESSIONAL
SOLUTIONS

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