

BY AUTHORITY

RESOLUTION NO. CR19-0754

COMMITTEE OF REFERENCE:

SERIES OF 2019

Land Use, Transportation & Infrastructure

A RESOLUTION

Granting a revocable permit to GDG Chestnut Place II, LLC c/o Trent Conner, to encroach into the right-of-way on the north side of 19th Street west of Wewatta Street and the west side of Wewatta Street north of 19th Street.

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

Section 1. The City and County of Denver ("City") hereby grants to GDG Chestnut Place II, LLC c/o Trent Conner and its successors and assigns ("Permittee"), a revocable permit to encroach into the right-of-way with decks, canopies, storage parking below grade and a below grade 3,500 gallon grease trap ("Encroachments") on the north side of 19th Street west of Wewatta Street and the west side of Wewatta Street north of 19th Street in the following described area ("Encroachment Area"):

PARCEL DESCRIPTION ROW NO. 2016-ENCROACHMENT-0000017-001:

A TRACT OR PARCEL OF LAND LOCATED IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING A PORTION OF THAT PARCEL CONVEYED TO THE CITY AND COUNTY OF DENVER AND RECORDED UNDER RECEPTION NUMBER 2018106962, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID CITY PARCEL WHENCE THE WESTERLY CORNER OF SAID CITY PARCEL BEARS S44°56'21"W, 15.31 FEET, AND WHENCE THE SOUTHEAST CORNER OF SECTION 28 BEARS S46°05'24"E, 649.24 FEET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID CITY PARCEL, N44°56'21"E, 140.59 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 404.98 FEET, AND A LONG CHORD OF N53°06'25"E, 115.07 FEET;

THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID CITY PARCEL, NORTHEASTERLY ALONG SAID CURVE, 115.46 FEET THROUGH A CENTRAL ANGLE OF 16°20'07" TO THE NORTHEASTERLY CORNER OF SAID CITY PARCEL;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID CITY PARCEL, S44°58'30"W, 75.50 FEET; THENCE N45°03'22"W, 8.52 FEET;

THENCE S44°56'38"W, 146.01 FEET;

THENCE S45°03'39"E, 14.23 FEET;

THENCE S44°56'21"W, 19.00 FEET;

THENCE N45°03'39"W, 14.23 FEET;

1 THENCE S44°56'38"W, 13.99 FEET;

2 THENCE N45°03'22"W, 7.77 FEET TO THE POINT OF BEGINNING.

3 CONTAINING 2,279 SQUARE FEET OR 0.052 ACRES, MORE OR LESS.

4 BASIS OF BEARING: BEARINGS USED HEREIN ARE BASED ON THE EASTERLY LINE
5 OF THE SOUTHEASTERLY ONE-QUARTER (SE1/4) OF SECTION 28, T3S, R68W OF
6 THE 6TH P.M., BEING N00°07'24"W AS MEASURED USING THE CITY AND COUNTY OF
7 DENVER CONTROL COORDINATES AND AS MONUMENTED ON THE NORTHERLY
8 END BY A 3.25" BRASS CAP STAMPED "PLS 16395" AND ON THE SOUTHERLY END
9 BY A 3.25" ALUMINUM CAP STAMPED "PLS 25379".

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

12 (a) Permittee shall obtain a street occupancy permit from City's Public Works Permit
13 Operations at 2000 West 3rd Avenue, 303-446-3759, prior to commencing construction.

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

16 (c) If the Permittee intends to install any underground facilities in or near a public road,
17 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification
18 Association of Owners and Operators of Underground Facilities by contacting the Utility Notification
19 Center of Colorado, 16361 Table Mountain Parkway, Golden, Colorado 80403, at 303-232-1991.
20 Further, Permittee shall contact the Utility Notification Center at 811 to locate underground facilities
21 prior to commencing any work under this Permit.

22 (d) Permittee is fully responsible for any and all damages incurred to facilities of the Water
23 Department and/or drainage facilities for water and sewage of the City due to activities authorized
24 by the Permit. Should the relocation or replacement of any drainage facilities for water and sewage
25 of the City become necessary as determined by the City's Executive Director of Public Works
26 ("Executive Director"), in the Executive Director's sole and absolute discretion, Permittee shall pay
27 all cost and expense of the portion of the sewer affected by the permitted structure. The extent of
28 the affected portion to be replaced or relocated by Permittee shall be determined by the Executive
29 Director. Any and all replacement or repair of facilities of the Denver Water and/or drainage facilities
30 for water and sewage of the City attributed to the Permittee shall be made by the Denver Water
31 and/or the City at the sole expense of the Permittee. In the event Permittee's facilities are damaged
32 or destroyed due to the Denver Water or the City's repair, replacement and/or operation of its
33 facilities, repairs will be made by the Permittee at its sole expense. Permittee agrees to defend,
34 indemnify and save the City harmless and to repair or pay for the repair of any and all damages to

1 said sanitary sewer, or those damages resulting from the failure of the sewer to properly function
2 as a result of the permitted structure.

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

6 (f) All construction in, under, on or over the Encroachment Area shall be accomplished
7 in accordance with the Building Code of the City. Plans and specifications governing the
8 construction of the Encroachments shall be approved by the Executive Director and the Director of
9 Building Inspection Division prior to construction. Upon completion, a reproducible copy of the exact
10 location and dimensions of the Encroachments shall be filed with the Executive Director.

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

17 (h) Permittee shall pay all costs of construction and maintenance of the Encroachments.
18 Upon revocation of the permit or upon abandonment, Permittee shall pay all costs of removing the
19 Encroachments from the Encroachment Area and return the Encroachment Area to its original
20 condition under the supervision of the City Engineer.

21 (i) Permittee shall remove and replace any and all street/alley paving, sidewalks, and
22 curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that
23 become broken, damaged or unsightly during the course of construction. In the future, Permittee
24 shall also remove, replace or repair any street/alley paving, sidewalks, and curb and gutter that
25 become broken or damaged when, in the opinion of the City Engineer, the damage has been caused
26 by the activity of the Permittee within the Encroachment Area. All repair work shall be accomplished
27 without cost to the City and under the supervision of the City Engineer.

28 (j) The City reserves the right to make an inspection of the Encroachments contained
29 within the Encroachment Area. An annual fee, subject to change, of \$200.00 shall be assessed.

30 (k) This revocable Permit shall not operate or be construed to abridge, limit or restrict the
31 City in exercising its right to make full use of the Encroachment Area and adjacent rights-of-way as
32 public thoroughfares nor shall it operate to restrict the utility companies in exercising their rights to

construct, remove, operate and maintain their facilities within the Encroachment Area and adjacent rights-of-way.

(l) During the existence of the Encroachments and this Permit, Permittee, its successors and assigns, at its expense, and without cost to the City, shall procure and maintain a single limit comprehensive general liability insurance policy with a limit of not less than \$500,000.00. All coverages are to be arranged on an occurrence basis and include coverage for those hazards normally identified as X.C.U. during construction. The insurance coverage required herein constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All insurance coverage required herein shall be written in a form and by a company or companies approved by the Risk Manager of the City and authorized to do business in the State of Colorado. A certified copy of all such insurance policies shall be filed with the Executive Director, and each such policy shall contain a statement therein or endorsement thereon that it will not be canceled or materially changed without written notice, by registered mail, to the Executive Director at least thirty (30) days prior to the effective date of the cancellation or material change. All such insurance policies shall be specifically endorsed to include all liability assumed by the Permittee hereunder and shall name the City as an additional insured.

(m) Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and Commercial Space, Public Accommodations, Educational Institutions and Health and Welfare Services) of Chapter 28 (Human Rights) of the Revised Municipal Code of the City and County of Denver. The failure to comply with any such provision shall be a proper basis for revocation of this Permit.

(n) The right to revoke this Permit is expressly reserved to the City.

(o) Permittee shall agree to indemnify and always save the City harmless from all costs, claims or damages arising, either directly or indirectly, out of the rights and privileges granted by this Permit.

Section 3. That the Permit hereby granted shall be revocable at any time that the Council of the City and County of Denver shall determine that the public convenience and necessity or the public health, safety or general welfare require such revocation, and the right to revoke the same is hereby expressly reserved to the City; provided however, at a reasonable time prior to City Council action upon such revocation or proposed revocation, opportunity shall be afforded to Permittee, its successors and assigns, to be present at a hearing to be conducted by the City Council upon such

1 matters and thereat to present its views and opinions thereof and to present for consideration action
2 or actions alternative to the revocation of such Permit.

3 COMMITTEE APPROVAL DATE: July 30, 2019 by Consent

4 MAYOR-COUNCIL DATE: August 6, 2019

5 PASSED BY THE COUNCIL: _____

6 _____ - PRESIDENT

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

10 PREPARED BY: Martin A. Plate, Assistant City Attorney DATE: August 8, 2019

11 Pursuant to section 13-12, D.R.M.C., this proposed resolution has been reviewed by the Office of
12 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
13 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to §
14 3.2.6 of the Charter.

15 Kristin M. Bronson, Denver City Attorney

16 BY: _____, Assistant City Attorney DATE: _____