

1 **BY AUTHORITY**

2 RESOLUTION NO. CR20-0446  
3 SERIES OF 2020

COMMITTEE OF REFERENCE:  
Land Use, Transportation & Infrastructure

4 **A RESOLUTION**

5 **Granting a revocable permit to Chestnut Island, LLC, to encroach into the right-**  
6 **of-way at 3500 Chestnut Place.**

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 Chestnut Island, LLC  
9 and its successors and assigns (“Permittee”), a revocable permit to encroach into the right-of-way  
10 with a 53.33’ long x 6.5’ wide raised patio walkway with a max height of 4’ - 7 1/2”, including railings,  
11 stairs and accessible ramp (“Encroachments”) at 3500 Chestnut Place in the following described  
12 area (“Encroachment Area”):

13 **PARCEL DESCRIPTION ROW NO. 2019-ENCROACHMENT-0000321-001:**

14 A PARCEL OF LAND LYING WITHIN THE 35<sup>TH</sup> STREET RIGHT-OF-WAY AS PLATTED IN 1<sup>ST</sup>  
15 ADDITION TO IRONTON, AND RECORDED IN PLAT BOOK 6 AT PAGE 110 IN THE RECORDS  
16 OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER; SITUATED IN  
17 THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF  
18 THE 6<sup>th</sup> PRINCIPAL MERIDIAN; CITY AND COUNTY OF DENVER, STATE OF COLORADO;  
19 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

20  
21 BASIS OF BEARINGS: THE 14.75 FOOT RANGE LINE WITHIN 35<sup>TH</sup> STREET, BETWEEN  
22 CHESTNUT PLACE AND DELGANY STREET, HAVING AN  
23 ASSUMED BEARING OF NORTH 45°26’07” WEST.  
24

25 **COMMENCING** AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 16, SAID 1<sup>ST</sup> ADDITION  
26 TO IRONTON AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION  
27 NUMBER 2020000827 IN SAID RECORDS, BEING MONUMENTED BY A #5 REBAR WITH A 1-  
28 1/4” YELLOW PLASTIC CAP STAMPED “LS 37933”;

29  
30 THENCE NORTH 45°26’07” WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 16, A  
31 DISTANCE OF 8.67 FEET TO THE **POINT OF BEGINNING**;

32  
33 THENCE SOUTH 44°35’29” WEST, A DISTANCE OF 8.00 FEET;

34  
35 THENCE NORTH 45°26’07” WEST, A DISTANCE OF 53.33 FEET;

36  
37 THENCE NORTH 44°35’29” EAST, A DISTANCE OF 8.00 FEET TO A POINT ON SAID  
38 SOUTHWESTERLY LINE OF LOT 16;

39  
40 THENCE SOUTH 45°26’07” EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF  
41 53.33 FEET TO THE **POINT OF BEGINNING**.

1 CONTAINING AN AREA OF 0.010 ACRES, (427 SQUARE FEET), MORE OR LESS

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

4 (a) Permittee shall obtain a street occupancy permit from City’s the Department of  
5 Transportation and Infrastructure Permit Operations at 2000 West 3<sup>rd</sup> Avenue, 303-446-3759, prior  
6 to commencing construction.

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

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

15 (d) Permittee is fully responsible for any and all damages incurred to facilities of the Water  
16 Department and/or drainage facilities for water and sewage of the City due to activities authorized  
17 by the Permit. Should the relocation or replacement of any drainage facilities for water and sewage  
18 of the City become necessary as determined by the City’s Executive Director of the Department of  
19 Transportation and Infrastructure (“Executive Director”), in the Executive Director’s sole and absolute  
20 discretion, Permittee shall pay all cost and expense of the portion of the sewer affected by the  
21 permitted structure. The extent of the affected portion to be replaced or relocated by Permittee shall  
22 be determined by the Executive Director. Any and all replacement or repair of facilities of the Denver  
23 Water and/or drainage facilities for water and sewage of the City attributed to the Permittee shall be  
24 made by the Denver Water and/or the City at the sole expense of the Permittee. In the event  
25 Permittee’s facilities are damaged or destroyed due to the Denver Water or the City’s repair,  
26 replacement and/or operation of its facilities, repairs will be made by the Permittee at its sole  
27 expense. Permittee agrees to defend, indemnify and save the City harmless and to repair or pay for  
28 the repair of any and all damages to said sanitary sewer, or those damages resulting from the failure  
29 of the sewer to properly function as a result of the permitted structure.

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

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

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

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

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

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

25 (k) This revocable Permit shall not operate or be construed to abridge, limit or restrict the  
26 City in exercising its right to make full use of the Encroachment Area and adjacent rights-of-way as  
27 public thoroughfares nor shall it operate to restrict the utility companies in exercising their rights to  
28 construct, remove, operate and maintain their facilities within the Encroachment Area and adjacent  
29 rights-of-way.

30 (l) During the existence of the Encroachments and this Permit, Permittee, its successors  
31 and assigns, at its expense, and without cost to the City, shall procure and maintain a single limit  
32 comprehensive general liability insurance policy with a limit of not less than \$500,000.00. All  
33 coverages are to be arranged on an occurrence basis and include coverage for those hazards

1 normally identified as X.C.U. during construction. The insurance coverage required herein  
2 constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or  
3 lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All  
4 insurance coverage required herein shall be written in a form and by a company or companies  
5 approved by the Risk Manager of the City and authorized to do business in the State of Colorado.  
6 A certified copy of all such insurance policies shall be filed with the Executive Director, and each  
7 such policy shall contain a statement therein or endorsement thereon that it will not be canceled or  
8 materially changed without written notice, by registered mail, to the Executive Director at least thirty  
9 (30) days prior to the effective date of the cancellation or material change. All such insurance policies  
10 shall be specifically endorsed to include all liability assumed by the Permittee hereunder and shall  
11 name the City as an additional insured.

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

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

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

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

29 **REMAINDER OF PAGE INTENTIONALLY BLANK**

1 COMMITTEE APPROVAL DATE: May 12, 2020 by Consent

2 MAYOR-COUNCIL DATE: May 19, 2020 by Consent

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: Martin A. Plate, Assistant City Attorney DATE: May 21, 2020

9 Pursuant to section 13-12, D.R.M.C., this proposed resolution has been reviewed by the Office of  
10 the 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 Kristin M. Bronson, Denver City Attorney

15 BY:  \_\_\_\_\_, Assistant City Attorney DATE: May 19, 2020