

**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM 14-05**

DATE: March 24, 2014
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager *JP*
Brook Svoboda, Director of Planning and Development *BS*
SUBJECT: CR-29 City granted easement for Metro North LTD stormwater infrastructure.

INTRODUCTION

Attached to this memo is a resolution that, if adopted, would grant a 947 sq. ft. permanent stormwater drainage easement to Metro North LTD, owners of the Metro North building (11990 Grant Street), for the construction and placement of stormwater infrastructure (pipe) to convey stormwater flows to the City's stormwater system.

BACKGROUND

Metro North LTD has proposed the construction of additional parking for their building on the south side of their site. Their proposed additional parking will allow for additional tenant space to be created inside the building. In accordance with City Standards and Specifications they are also proposing detention of additional stormwater flows through the construction of a detention facility. Proposed infrastructure to convey the detained stormwater flows requires an easement across city property in order to discharge into the City's stormwater system. The easement allows for placement of the infrastructure (underground) on City property. The total area of the requested easement is 947 sq. ft. (Attachment 1).

Provided the location at the edge of City property and the placement of the proposed infrastructure underground, the easement would not encumber future development plans for the property.

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development - bsvoboda@northglenn.org 303.450.8937
Travis Reynolds, Senior Planner – treynolds@northglenn.org 303.450.8836

ATTACHMENTS

ATTACHMENT 1 Site Map

ATTACHMENT 1



Parking Lot Improvement



Easement Location



SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-29
Series of 2014

Series of 2014

A RESOLUTION APPROVING A PERMANENT DRAINAGE EASEMENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND METRO NORTH LTD

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council hereby approves the Drainage Easement Agreement between the City of Northglenn and Metro North LTD., attached hereto as Exhibit 1, and authorizes the Mayor to execute the same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2014.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

EASEMENT

THIS EASEMENT, is made this _____ day of _____, 2014 between **METRO NORTH LTD.**, a California Limited Partnership, hereinafter referred to as Grantee, party or parties of the first part, and the **CITY OF NORTHGLENN, COLORADO**, a Colorado Municipal Corporation, hereinafter referred to as Grantor, party of the second part.

1. Consideration and Description. In consideration of the payment by Grantee to Grantor of the sum of \$10.00, receipt of which is hereby acknowledged, Grantor hereby grants, conveys, and quitclaims to Grantee, a nonexclusive easement for the construction, maintenance, repair, removal, and replacement of a storm sewer pipeline and appurtenances thereto (the "Facilities"), in, upon, over, under, through, and across that property described in "Exhibit A" attached hereto and hereinafter referred to as the "Easement."

2. Infringement and Correction. Grantee is hereby given and granted possession of the above described easement for the purposes aforesaid, and Grantor agrees that no tree, structure, fixture, improvement, or obstruction above or below ground that will interfere with the purposes aforesaid will be planted, placed, erected, installed, or permitted on the above described easement. Nothing in this section 2 shall be interpreted to prevent Grantor from installing or constructing driveways, parking lots, sidewalks, curbs, private utility service lines crossing at no less than forty-five degree angles, and landscaping other than trees, on, in, or across the easement that do not adversely effect the Facilities or Grantee's use of the Easement.

3. Operation and Maintenance. The operation and maintenance of the Facilities within the Easement shall be the responsibility of the Grantee; provided, however, Grantor shall have the right to maintain the Facilities in the event Grantor provides thirty day written notice to Grantee specifically stating in what manner the Facilities are not being maintained, and if Grantee does not correct such within such time period, Grantor may enter on the Easement for the purpose of operation and/or maintenance of the Facilities. In the event Grantor is required to so maintain or operate of any of the Facilities described herein, Grantee agrees to pay the cost of such corrective work or other maintenance. Such costs shall be paid by Grantee no later than thirty (30) days after receipt of an invoice from Grantor describing the corrective or maintenance action taken. Nothing in this Section 3 shall prevent Grantor from entering upon the Easement in an emergency situation at Grantor's sole discretion to maintain the Facilities, and charge such costs to Grantee.

4. Obligations of Grantee.

a. All work performed by Grantee on the Easement Property shall be done with care, and all damage to Grantor's land and improvements, to the extent said improvements are not constructed or installed in accordance with this agreement, shall be paid for or repaired at the expense of Grantee.

b. Grantee shall protect the Easement Property, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors,

subcontractors, assigns, lessees, licensees and agents. Damage shall not be considered the valid use of the Easement Property by Grantee pursuant to this Agreement.

c. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor. Notwithstanding the above, Grantee may use materials that are generally used for the purpose of operating and maintaining the Facilities provided that such use is in strict conformance with all environmental laws.

5. Retained Rights. Subject to the rights of Grantee, Grantor shall have all rights to the Easement Property not granted hereby.

6. Access. It is agreed that the easement hereby granted includes the necessary right of access by Grantee across other land of Grantor. Grantee agrees to use care in the exercise of this right and to utilize only, to the extent practicable, driveways and parking lots for access.

7. Abandonment. In the event of clear and permanent abandonment of this easement by Grantee, all right, privilege, and interest herein granted shall end, and Grantee shall promptly execute and record an instrument relinquishing all rights under this agreement.

8. Assignment. The terms and provisions of this agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens and benefits of the provisions of this agreement shall be deemed covenants running with said easement.

9. Grantor agrees that in the event the terms of this agreement are violated by Grantor or by any person in privity with Grantor, without Grantee's prior written approval, such violation shall be corrected and eliminated immediately upon receipt of notice from Grantee, and in the alternative Grantee shall have the right to correct and eliminate such violation, and Grantor shall promptly pay the actual cost thereof.

CITY OF NORTHGLENN, COLORADO
a Colorado Municipal Corporation

By: _____
Joyce Downing, Mayor

State of Colorado)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2014 by _____, Mayor of the City of Northglenn, Colorado.

Witness my hand and official seal.

Notary Public

My Commission expires: _____

METRO NORTH LTD.
a California Limited Partnership

By: Donald H Johnson

State of Colorado)
) ss.
County of Denver)

The foregoing instrument was acknowledged before me this 19th day of March,
2014 by Ronald H Johnson as * of Metro North LTD.
* Vice President, James Blair Properties, Inc, a General Partner

Witness my hand and official seal. Marlene F. Koehler
Notary Public

My Commission expires: Jan 20, 2017

MARLENE F. KOEHLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19894001015
MY COMMISSION EXPIRES JANUARY 20, 2017

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, AND BEING PART OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. C1061499 OF THE ADAMS COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NO. C1061499 OF THE ADAMS COUNTY RECORDS, AND CONSIDERING THE NORTH LINE OF SAID PARCEL TO BEAR $S89^{\circ}47'43''E$ BETWEEN A FOUND ILLEGIBLE TAG/DISK AT THE WEST END AND A FOUND NO. 5 REBAR AT THE EAST END OF SAID LINE;
THENCE $S89^{\circ}47'43''E$, ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 5044 AT PAGE 820 OF SAID ADAMS COUNTY RECORDS, A DISTANCE OF 93.07 FEET;
THENCE $S77^{\circ}52'07''W$ A DISTANCE OF 95.27 FEET TO THE WEST LINE OF SAID PARCEL;
THENCE $N0^{\circ}12'17''E$, ALONG SAID WEST LINE, A DISTANCE OF 20.35 FEET TO THE POINT OF BEGINNING;

CONTAINING 947 SQUARE FEET OR 0.022 ACRES OF LAND, MORE OR LESS.



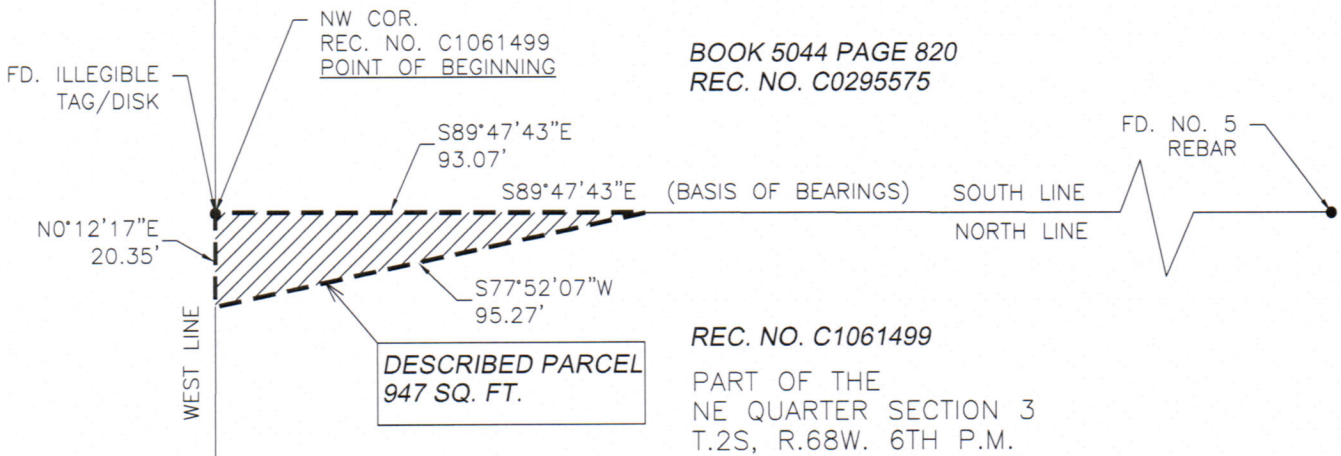
PREPARED BY:

JOHN E. KRATZ, PLS
CO. REG. NO. 20142
65 BOBCAT LANE
MOAB, UT 84532
303-994-6300

A PART OF THE NE ONE-QUARTER OF SECTION 3,
T.2S, R.68W, 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO

GRANT STREET

LOT 1, BLOCK 1
GRANT PLACE



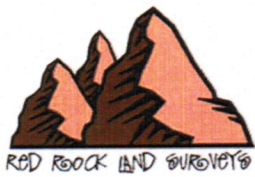
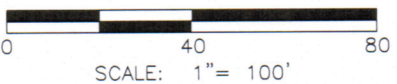
BOOK 5044 PAGE 820
REC. NO. C0295575

REC. NO. C1061499
PART OF THE
NE QUARTER SECTION 3
T.2S, R.68W. 6TH P.M.

DESCRIBED PARCEL
947 SQ. FT.



THIS LEGAL DESCRIPTION AND EXHIBIT WERE
PREPARED BY ME AND DO NOT REPRESENT A
LAND SURVEY PLAT.



65 Bobcat Lane, Moab, UT 84532 (303) 994-6300 jkratz@redrocklandsurveys.com	
PREPARED BY:	JEK
CHECKED BY:	LAK
DATE:	01/14/14
JOB NO.	14-004.1