



**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:** Ted Christianson  
Director, Public Works Right of Way Services

**PROJECT NO:** 2017-RELINO-0000017

**DATE:** September 18, 2017

**SUBJECT:** Request for an Ordinance to relinquish the easement, in its entirety, established in the "Wastewater Facilities Easement and Indemnity Agreement" recorded on 8/20/2008 with Reception No. 2008115537, located at 325 N. Logan Street.

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

This office has investigated the request of Meaghan Turner, dated August 10, 2017 on behalf of 325 N. Logan Street 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; 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):

**Please refer to Description for Exhibit A found in the Wastewater Facilities Easement and Indemnity Agreement with recordation no. 2008115537**

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

TC:cs

cc:  
City Councilperson & Aides  
City Council Staff – Zach Rothmier  
Department of Law – Brent Eisen  
Department of Law – Shaun Sullivan  
Public Works, Manager's Office – Alba Castro  
Public Works, Legislative Services – Angela Casias  
Public Works, Survey – Paul Rogalla

## ORDINANCE/RESOLUTION REQUEST

Please email requests to Angela Casias  
at [angela.casias@DenverGov.org](mailto:angela.casias@DenverGov.org) by **12:00 pm on Monday**.

**\*All fields must be completed.\***

*Incomplete request forms will be returned to sender which may cause a delay in processing.*

Date of Request: September 18, 2017

Please mark one:  Bill Request or  Resolution Request

**1. Has your agency submitted this request in the last 12 months?**

Yes  No

If yes, please explain:

**2. Title:** (Include a concise, one sentence description – please include name of company or contractor and contract control number - that clearly indicates the type of request: **grant acceptance, contract execution, contract amendment, municipal code change, supplemental request, etc.**)

Request for an Ordinance to relinquish the easement, in its entirety, established in the "Wastewater Facilities Easement and Indemnity Agreement" recorded on 8/20/2008 with Reception No. 2008115537, located at 325 Logan Street.

**3. Requesting Agency:** PW Right of Way Services  
**Agency Division:** Engineering, Regulatory & Analytics

**4. Contact Person:** (With actual knowledge of proposed ordinance/resolution.)

- **Name:** Chaunda Sinn
- **Phone:** 720-865-3036
- **Email:** chaunda.sinn@denvergov.org

**5. Contact Person:** (With actual knowledge of proposed ordinance/resolution who will present the item at Mayor-Council and who will be available for first and second reading, if necessary.)

- **Name:** Angela Casias
- **Phone:** 720-913-8529
- **Email:** angela.casias@denvergov.org

**6. General description/background of proposed ordinance including contract scope of work if applicable:**

Request for an Ordinance to relinquish the easement, in its entirety, established in the "Wastewater Facilities Easement and Indemnity Agreement" recorded on 8/20/2008 with Reception No. 2008115537, located at 325 Logan Street.

**\*\*Please complete the following fields:** (Incomplete fields may result in a delay in processing. If a field is not applicable, please enter N/A for that field – please do not leave blank.)

- a. **Contract Control Number:** N/A
- b. **Contract Term:** N/A
- c. **Location:** 325 Logan Street LLC
- d. **Affected Council District:** Dist #7, Jolon Clark
- e. **Benefits:** N/A
- f. **Contract Amount (indicate amended amount and new contract total):** N/A

**7. Is there any controversy surrounding this ordinance? (Groups or individuals who may have concerns about it?) Please explain.**

None

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: \_\_\_\_\_

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

## EASEMENT RELINQUISHMENT EXECUTIVE SUMMARY

**Project Title:** 2017-RELINQ-0000017 325 Logan St

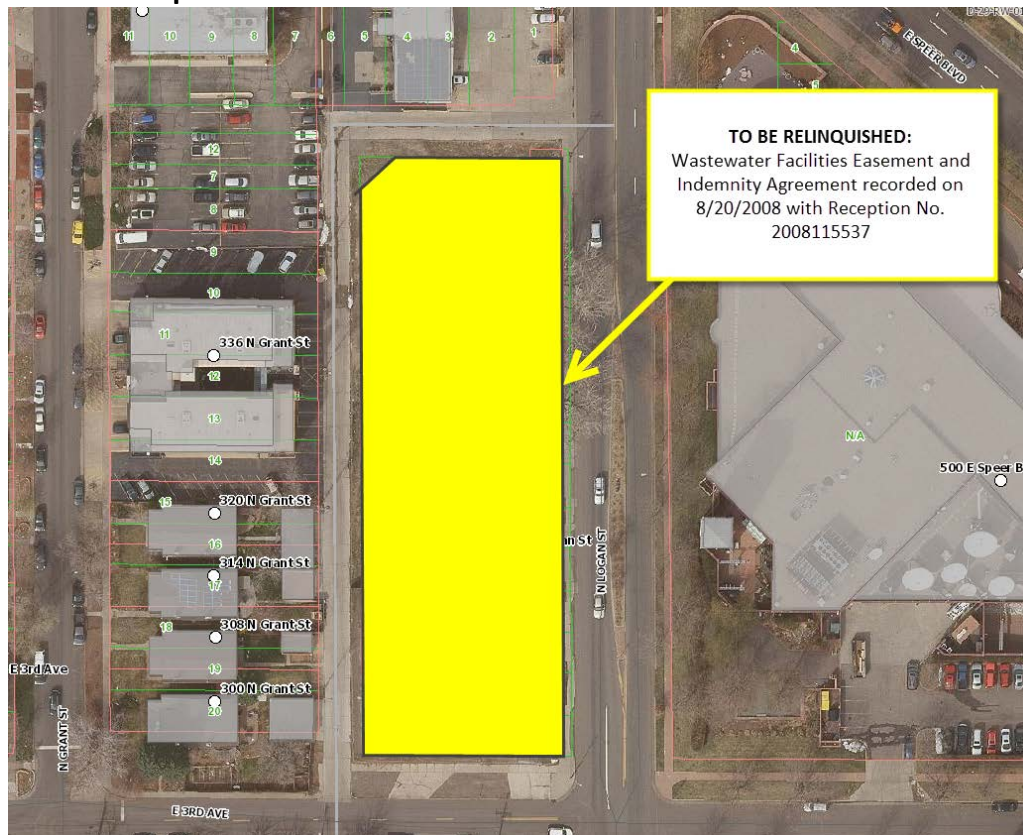
**Property Owner name:** 325 Logan Street LLC

**Description of Proposed Project:** Request for an Ordinance to relinquish the easement, in its entirety, established in the "Wastewater Facilities Easement and Indemnity Agreement" recorded on 8/20/2008 with Reception No. 2008115537, located at 325 N. Logan Street.

**Explanation of why the public right-of-way must be utilized to accomplish the proposed project:** New development of this area

**Background:** This easement was set in place for a former development that was not completed in which this easement is no longer needed

### Location Map:





**WASTEWATER FACILITIES EASEMENT AND INDEMNITY AGREEMENT  
(DES PROJECT NO. 2007-0655)**

08-14-08

THIS WASTEWATER FACILITIES EASEMENT AND INDEMNITY AGREEMENT ("Agreement") is made and entered into this 5<sup>th</sup> day of August, 2008, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and MH DP Logan, LLC, a Colorado limited liability company, whose address is 7887 E. Belleview Avenue, Suite #800, Englewood, CO 80111, hereinafter referred to as the "Owner".

WITNESSETH:

WHEREAS, the Owner is the owner of the property commonly known and addressed as 333 Logan Street, Denver, CO 80203 (the "Property"), described in EXHIBIT "A", Property Legal Description, attached hereto, and by this reference made a part hereof; and

WHEREAS, the Owner is constructing the project (the "Project") known as "Morning Star Assisted Living - Cherry Creek" on the Property in the location as shown on EXHIBIT "B", Project Utility Site Plan, attached hereto, and by this reference made a part hereof. The Project will contain buildings located within the legal description set forth on EXHIBIT "A" which will be served by one or more privately owned Wastewater Facilities (which includes storm sewer, permanent aboveground water quality pond, permanent underground detention vault with pumps and force main outlet pipe) (the "Facility(ies)"), which will render the Owner responsible for the maintenance and service of such privately owned Facilities, or in the event of Owner's failure to do so, by the City at its option; and

WHEREAS, the City is a municipal corporation within which the Property is located and which currently provides emergency and other municipal services to premises within the City using the publicly owned sanitary and storm sewer facilities; and

WHEREAS, the Owner is desirous of providing ingress and egress to the City to enable the City to provide emergency and other municipal services in, to, and over the said Property and to assure the access of any other owner within the Property to the privately owned Facilities as necessary; and

WHEREAS, the Owner desires to provide that the Owner and the future owners of any interest in the Property (collectively, the "Owner(s)"), shall be bound to perform the obligations set forth herein, on the conditions set forth herein; and

WHEREAS, the City will cause this Agreement to be recorded.

NOW, THEREFORE, in consideration of the premises and in consideration of the Owner(s): (1) being excused from the lawful requirement to construct separate connections to publicly owned sanitary and storm sewer facilities for each individual property, and (2) receiving the benefits of emergency and other municipal services from the City, the Parties hereto mutually agree as follows:

RETURN TO: MARK D. CARABELLA, P.E.  
PW/ENGINEERING-DES (SURVEY)  
201 W. COLFAX AVE.  
DEPT. 507  
DENVER, CO 80202

68-04-10.1

## **SECTION ONE-CONVEYANCE OF EASEMENT.**

1. The Owner(s) hereby grant(s) and convey(s) a non-exclusive easement to each of the Owner(s) and to the City, for ingress and egress over private property contained within the Project, above referred to, for purposes of providing in the Project emergency privately owned Facility repairs, together with any and all rights-of-way, easements or rights of ingress and egress, necessary or convenient to the Owner(s) and/or the City to accomplish such purposes. PROVIDED, HOWEVER, that in non-dedicated driveways or privately maintained systems existing within the Project, the City shall not be obligated or expected to perform any construction, re-construction, maintenance, repair, cleaning, snow removal, street lighting, traffic control or regulation or any other services on property contained within the Project which it does not or can not perform on any other private property within the City and County of Denver.
2. It is the desire of the Owner(s) that the Owners and/or the City have the use of these private driveways, to provide emergency privately owned Facility repairs within the Project.
3. The term Owner(s) as used herein shall be deemed to include heirs, successors, and assigns of the original Owner(s). All duties and liabilities of the Owner(s) hereunder shall be joint and several among original Owner(s), their successors, and assigns; provided that if an occurrence giving rise to a claim hereunder is proven to be proximately caused by defined action or omission by Owner(s), its agents, servants or employees which occurred during a specific period of time, then only those Owner(s) holding fee title to the Project, or any portion thereof, during such specific period of time shall be jointly and severally liable hereunder.

## **SECTION TWO-CONSTRUCTION AND MAINTENANCE.**

4. It shall be the duty of the Owner(s) to construct, reconstruct, repair and maintain all private driveways and privately owned Facilities contained within the Project in such condition so as to be usable by the other Owner(s) and/or the City for provisions of services as set out herein.
5. If, in the sole opinion of the City, the private driveways or privately owned Facilities are not properly maintained or are closed, blocked or vacated, the City shall give notice to the Owner(s) and if repairs or corrections are not made within the time designated in such notice, the City is authorized to make or have made repairs or corrections and will charge and collect the cost thereof from the Owner(s).
6. The Owner(s) shall in no way consider or hold the City or its personnel guilty of trespass in the performance of any of the municipal services, duties or responsibilities referred to herein.

7. The Owner(s) shall neither (a) alter the Project nor (b) close, block or vacate the private driveways or privately owned Facilities contained within the Project so that as a result of (a) or (b) the provision of the above-stated services to the Project is rendered impassible or materially impaired.
8. The Owner(s) shall pay for and be responsible for all costs of installation and maintenance of the privately owned Facilities and their access fittings and associated facilities contained within the Project as determined necessary by and according to the specifications of the Department of Public Works of the City and County of Denver. While the City assumes no obligation for the maintenance or operation of such privately owned Facilities, in the event of a malfunction of such privately owned Facilities and the failure of the Owner(s) to correct the malfunction, the Owner(s) authorizes the City to make or have made the corrections or repairs and to charge and collect the cost thereof from the Owner(s), jointly and severally pursuant to Section Two, Article 5 hereof.

### **SECTION THREE—INDEMNITY AGREEMENT.**

9. The Owner(s) agree to: defend, indemnify, and hold harmless the City, its officers, agents, and employees against any and all claims for damage to property or injuries to or death of any person or persons which may result from the City service operations at the Project, provided, however that Owner(s) need not indemnify, defend, or hold harmless the City, its officers, agents, and employees from their own negligence, recklessness, or willful misconduct. By all claims for damages this Agreement specifically includes, but it is not limited to:
  - (A) Any driveway deterioration or damage on the Project.
  - (B) Any structural damage to buildings contained within the Project caused by City vehicle weight or size, by vibrations generated by City vehicles, or by any other cause not specifically described.
  - (C) Any damage to utilities such as water pipes, sewer pipes, gas pipes, electrical power lines, and any other communication lines, conduits, or cables.
  - (D) Any damage to landscaping including but not limited to shrubbery, trees and lawn.
  - (E) Any bodily injury to any person except a City employee, which is caused directly or indirectly by City service operations at the Project, or by delays or complication or prevention of provision of such services due to closure, blocking, vacation, disrepair of the private driveways or privately owned Facilities referred to herein.
10. The Owner(s) further agrees jointly and severally to reimburse the City for any bodily injury to City personnel, or damages to the City property caused by defective and dangerous condition of the Project.

11. It is understood that the Owner(s) intends to cause the formation of one or more Property Owner's Associations to hold title to and/or administer the use and maintenance of the private roads and streets and other common facilities contained within the Project. IT IS FURTHER UNDERSTOOD THAT THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" OR ANY SIMILAR INSTRUMENT FOR ANY SUCH PROPERTY OWNER'S ASSOCIATION SHALL CLEARLY STATE THAT THE PROPERTY OWNER'S HAVE JOINT AND SEVERAL FINANCIAL RESPONSIBILITY FOR THE MAINTENANCE AND REPAIR OF SUCH PRIVATE ROADS, STREETS, SEWERS, OR OTHER DRAINAGE FACILITIES, AND THE INDEMNITY PROVISIONS OF THIS AGREEMENT. THE OWNER(S) SHALL HAVE A COPY OF SUCH DECLARATION READILY AVAILABLE IN ITS SALES FACILITY AND SHALL PROVIDE A COPY TO EACH PURCHASER AT THE TIME OF EXECUTION OF EACH SALES AGREEMENT. THE OWNER(S) SHALL ALSO RECORD THE PROPERTY OWNER'S DECLARATION WITH THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, AND PROVIDE SATISFACTORY EVIDENCE OF SUCH RECORDATION TO THE CITY.

#### **SECTION FOUR-DISPUTES.**

12. Disputes regarding any aspect of this Agreement shall be resolved by administrative hearing pursuant to D.R.M.C. Section 56-106.

#### **SECTION FIVE-AGREEMENT TO RUN WITH THE LAND.**

13. The grant of easement and duties contained herein shall run with the land and shall be binding upon, jointly and severally, and shall inure to the benefit of, the parties hereto, their heirs, successors, or assigns, and the Owner(s) agrees to that upon sale of any portion of the above-described Property a copy of this Agreement will be given to the purchaser.
14. The Owner(s) agrees to the terms of this Agreement and gives evidence of its voluntary agreement by having the individual(s) below sign their name to this Agreement. The person or persons signing and executing this Agreement on behalf of the Owner(s) do hereby warrant and guarantee that he, she or they have been fully authorized by the Owner(s) to execute this Agreement on behalf of the Owner(s) and to validly and legally bind the Owner(s) to all terms, performances, provisions and conditions herein set forth.
15. This Agreement shall become effective as of the day and year of its execution by the parties hereto.
16. This Agreement shall be binding upon any and all heirs, successors, assigns, or transferees of the Parties hereto and shall be considered a covenant running with the land.


**SECTION SIX-NO DISCRIMINATION IN EMPLOYMENT: NO THIRD PARTY BENEFICIARIES.**

- 17. In connection with the performance of work under this Agreement, the Owner(s) agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability, and further agrees to insert the foregoing provision in all subcontracts hereunder.
- 18. It is expressly understood and agreed upon that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Owner(s), and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to subcontractors, sub-consultants, and suppliers. It is the express intention of the City and Owner(s) that any person other than the City or the Owners receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

By: *Stephony Mallett*  
Clerk and Recorder, Ex-Official  
Clerk of the City and County of  
Denver

 *[Signature]*  
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

By: *Leslye Serna*  
Manager of Public Works

DAVID R. FINE, Attorney for the City and  
County of Denver

REGISTERED AND COUNTERSIGNED:

By: *[Signature]*  
Assistant City Attorney

By: *Claude J. Pomicino*  
Manager of Finance  
Contract Control No. XC 8A082

By: *Debra J. Pomicino*  
Auditor



“OWNER(S)”

MH DP Logan, LLC, a Colorado limited liability company

By: *Troy Quimby*  
Delegated Manager

STATE OF Colorado )

CITY OF Denver )

COUNTY OF Denver )

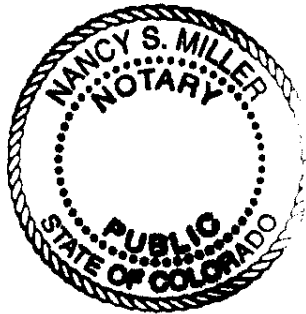
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2008, by Troy Quimby as Delegated Manager for MH DP Logan, LLC, a Colorado limited liability company, as the “Owner(s)”.

Witness my hand and official seal.

My commission expires: 3/4/2012

*Nancy S. Miller*  
Notary Public

7887 E. Bellevue Ave.  
Address



My Commission Expires 03/04/2012

## EXHIBIT "A"

### Property Legal Description

LOTS 21 THROUGH 34, INCLUSIVE, BLOCK 12, KETTLE'S ADDITION TO DENVER, AND A STRIP OF GROUND LYING BETWEEN THE EAST LINE OF SAID LOTS AND THE WEST LINE OF LOGAN STREET - BY DECREE OF THE CITY AND COUNTY OF DENVER ON APRIL 18, 1925, THE EAST LINE OF BLOCK 12 AND THE WEST LINE OF LOGAN STREET ARE IDENTICAL, AND A CERTAIN TRACT OF GROUND KNOWN AS LOT 13, BLOCK 9 EAST BROADWAY TERRACE DESCRIBED AS FOLLOWS: THAT CERTAIN TRACT SITUATE IN THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 68 WEST, BOUNDED ON THE NORTH AND WEST BY PUBLIC ALLEYS, ON THE SOUTH BY A PORTION OF THE NORTH LINE OF LOT 34, BLOCK 12, KETTLE'S ADDITION TO DENVER, AND ON THE EAST BY A PORTION OF THE WEST LINE OF BLOCK 19, ARLINGTON PARK; ALSO THE SOUTH 38.78 FEET OF BLOCK 19, ARLINGTON PARK, EXCEPT THAT PORTION CONVEYED TO THE CITY FOR STREET PURPOSES BY DEED RECORDED FEBRUARY 15, 1904 IN BOOK 1547 AT PAGE 623 AND EXCEPT THAT PORTION CONDEMNED FOR ALLEY PURPOSES AS SHOWN BY THE DECREE RECORDED MARCH 30, 1931 IN BOOK 4475 AT PAGE 414, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 21 THROUGH 34, BLOCK 12, KETTLE'S ADDITION TO DENVER, A PART OF LOT 13, BLOCK 9, EAST BROADWAY TERRACE AND A PART OF LOTS 34 AND 35, BLOCK 19, ARLINGTON PARK SUBDIVISION ALL BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY MOST CORNER OF SAID LOT 21; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 21 AND THE NORTHERLY RIGHT-OF-WAY LINE OF 3RD AVENUE N89°30'15"W, 124.92 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 16.00 FOOT PUBLIC ALLEY AS RECORDED IN DECREE BOOK 4475, PAGE 414; THENCE ALONG SAID EASTERLY ALLEY RIGHT-OF-WAY LINE N00°02'09"E, 367.55 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 16.00 FOOT PUBLIC ALLEY; THENCE ALONG SAID SOUTHERLY ALLEY RIGHT-OF-WAY LINE S89°51'32"E, 124.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LOGAN STREET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LOGAN STREET S00°01'06"W, 368.29 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 45,939 SQUARE FEET (1.0546 ACRES), MORE OR LESS.

EXCEPT THE FOLLOWING PARCELS TO BE DEDICATED AS PUBLIC RIGHT-OF-WAY:

PARCEL A - RECEPTION NO. 2008077932:

A PART OF LOTS 21 THROUGH 34, BLOCK 12, KETTLE'S ADDITION TO DENVER AND A PART OF BLOCK 19, ARLINGTON PARK SUBDIVISION ALL BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY MOST CORNER OF SAID LOT 21; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 21 AND THE NORTHERLY RIGHT-OF-WAY LINE OF 3RD AVENUE N89°30'15"W, 4.50 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID SOUTHERLY LOT LINE N00°01'06"E, 368.29 FEET TO THE SOUTHERLY LINE OF A 16.00 FOOT PUBLIC ALLEY (DECREE BOOK 4475, PAGE 414); THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ALLEY S89°51'32"E, 4.50 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LOGAN STREET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LOGAN STREET S00°01'06"W, 368.29 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 1,657 SQUARE FEET (0.0380 ACRES), MORE OR LESS.

AND

PARCEL B - RECEPTION NO. 2008077932:

A PART OF LOT 13, BLOCK 9, EAST BROADWAY TERRACE LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF A 16.00 FOOT PUBLIC ALLEY AND THE EASTERLY RIGHT-OF-WAY LINE OF A 16.00 FOOT PUBLIC ALLEY ALL AS RECORDED IN DECREE BOOK 4475, PAGE 414; THENCE ALONG THE SOUTHERLY LINE OF SAID PUBLIC ALLEY S89°51'32"E, 20.00 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE S45°05'19"W, 28.26 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N00°02'09"E, 20.00 FEET TO THE TRUE POINT OF BEGINNING. SAID RIGHT-OF-WAY DEDICATION CONTAINS 200 SQUARE FEET (0.0046 ACRES), MORE OR LESS.

OVERALL PARCEL MINUS RIGHT-OF-WAY DEDICATIONS CONTAINS 44,082 SQUARE FEET (1.0120 ACRES), MORE OR LESS.

**EXHIBIT 'B'**

**Project Utility Site Plan**

(See Attachments)

Job Number: 19895.C.01  
Sheet Number: ST2

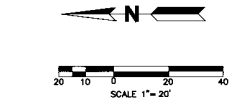
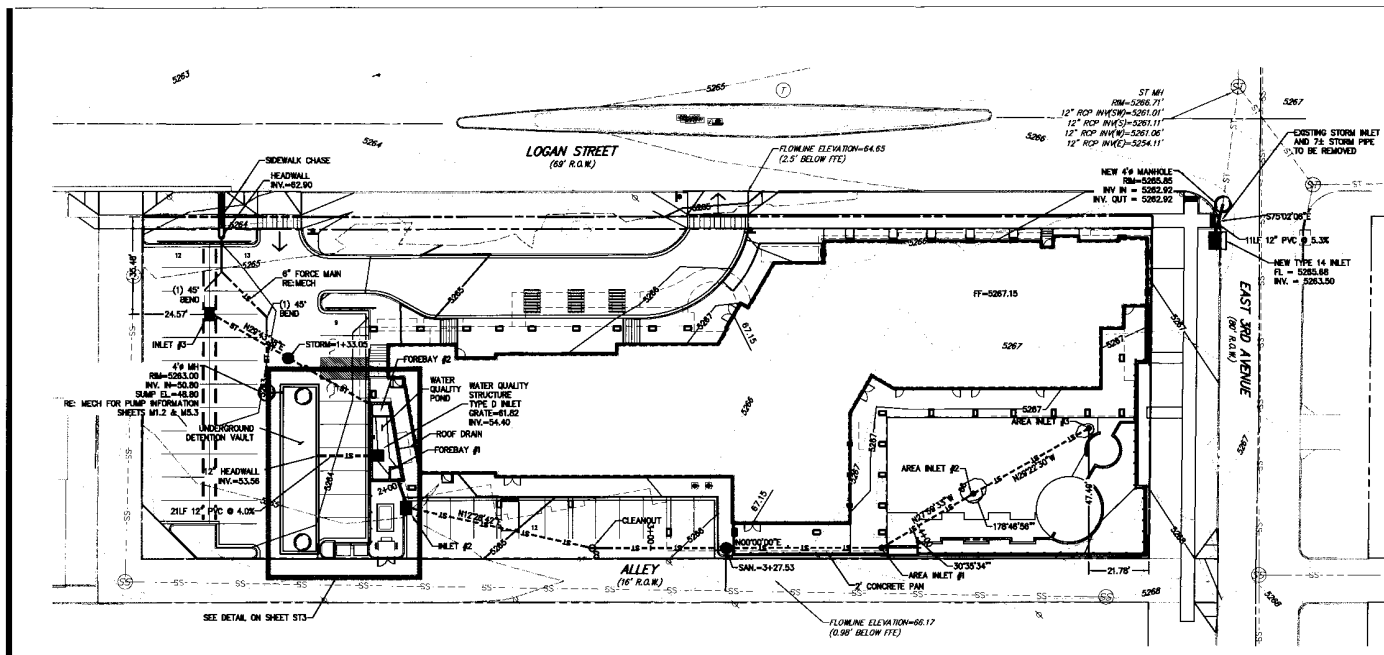
Location: 6100 WOODS BLVD, DENVER, CO  
Project Manager: M. HARRIS  
Designed By: S. PALING

X References:

Model Source: Profile View(s)  
Plot Date: 03/14/2008  
Plot View: PLAN

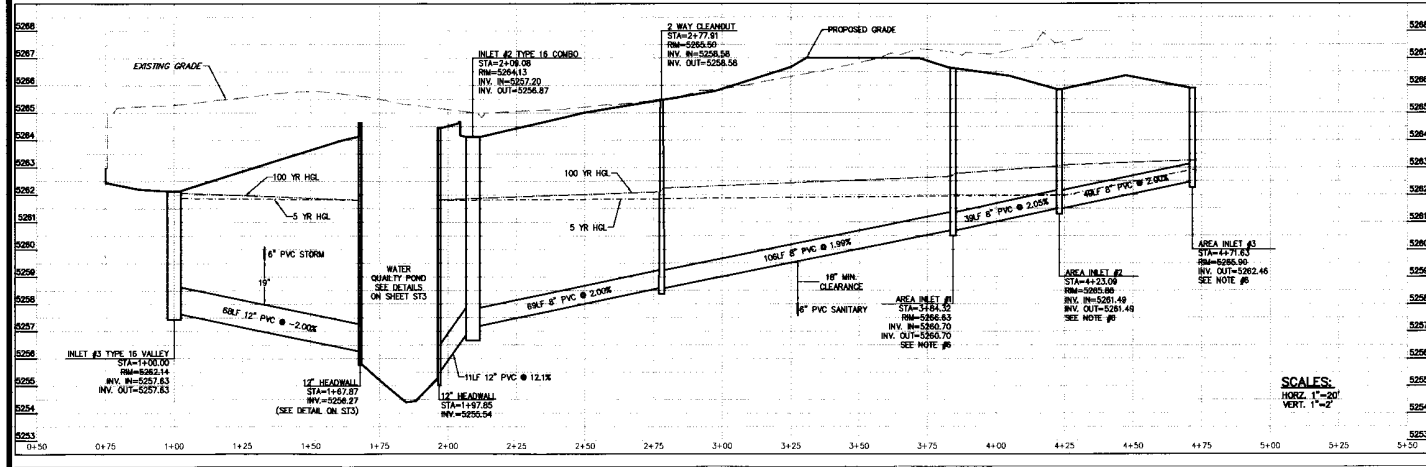
Other View: PLAN

CAD INFORMATION  
User: M. HARRIS  
Plot View: PLAN  
Scale: 1"=20'



- NOTES:**
1. ALL ROOF DRAINAGE TO ENTER THE WQ/DETENTION POND VIA A ROOF DRAIN @ THE NORTH END OF THE BUILDING.
  2. THE DETENTION & WQ OUTLET STRUCTURES SHALL HAVE STAINLESS STEEL OR HOT DIPPED GALVANIZED HARDWARE, INCLUDING THE MOUNTING HARDWARE.
  3. WQ POND & DETENTION VAULT TO BE MAINTAINED BY THE OWNER.
  4. ALL PVC PIPE TO BE SDR-35.
  5. RE-MECH FOR PUMP DESIGN FOR DETENTION VAULT.
  6. AREA INLET TO BE 12" HDPE/PLAST OR EQUIVALENT.

	WATER SURFACE ELEVATION (FEET)	VOLUME (CUBIC FEET)	RELEASE RATE (CFS)
WATER QUALITY CAPTURE VOLUME	61.82	1452	N/A
10-YR + WATER QUALITY CAPTURE VOLUME	57.32	4670	0.30
100-YR + 1/2 WATER QUALITY CAPTURE VOLUME	59.60	6816	1.01



SCALES:  
HORIZ. 1"=20'  
VERT. 1"=2'

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
DEVELOPMENT ENGINEERING SERVICES

DES PROJECT NO: 2007-0655 / PR-2008-025  
PROJECT NAME: COLORADO CENTER PRIVATE STORM SEWER PLANS

DATE: MARCH 14, 2008  
JOB NUMBER: 19895.C.01  
DESIGN BY: S. PALING  
DRAWN BY: C. HAMMACK  
CHECKED BY: W. HARRIS

DESIGNED BY: S. PALING  
DATE: 03/11/08  
DATE REVISION: 03/11/08  
DRAWING NO: ST2

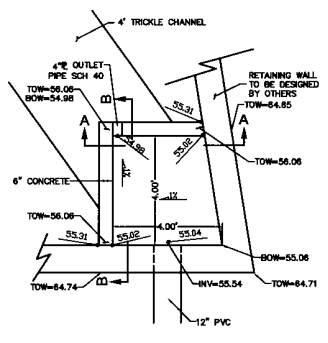
MARTIN / MARTIN  
CONSULTING ENGINEERS  
12449 WEST GOLDFAX AVE  
DENVER, CO 80231  
303.451.1400  
FAC: 303.451.4028

**MORNING STAR  
ASSISTED LIVING  
CHERRY CREEK  
PRIVATE  
STORM SEWER PLAN**

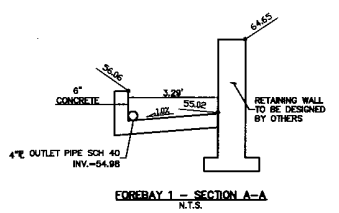
No.	Description of Revisions	Name	Date
1	CITY COMMENTS	S. PALING	04/24/08
2	CITY COMMENTS	S. PALING	5/14/08
3	CITY APPROVAL	S. PALING	6/25/08

Sheet Number:  
**ST2**

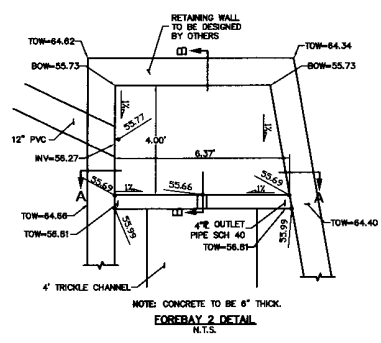
CAD INFORMATION  
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 Plot Date: 06/24/08  
 Plot Name: ST3  
 Model Space: Profile View(3)  
 Other View: PLAN  
 X References:  
 Project Manager: M.M.  
 Designed By: S.M.  
 Location: 6.008551855033084  
 Job Number: 19895.C01  
 Sheet Number: ST3



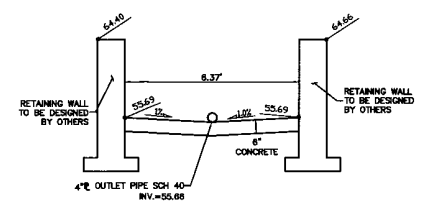
NOTE: CONCRETE TO BE 6" THICK.  
**FOREBAY 1 DETAIL**  
 N.T.S.



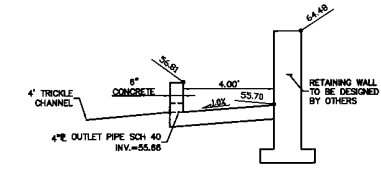
**FOREBAY 1 - SECTION A-A**  
 N.T.S.



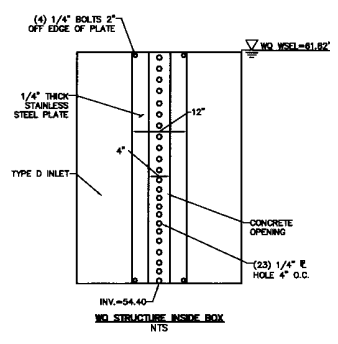
NOTE: CONCRETE TO BE 6" THICK.  
**FOREBAY 2 DETAIL**  
 N.T.S.



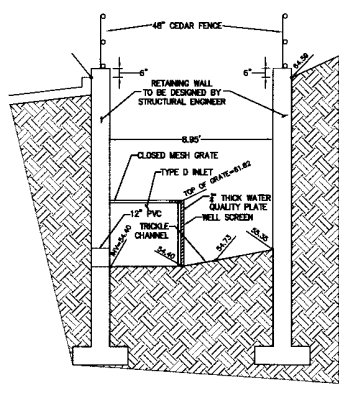
**FOREBAY 2 - SECTION A-A**  
 N.T.S.



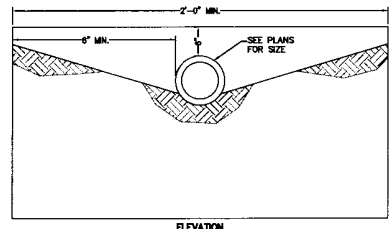
**FOREBAY 2 - SECTION B-B**  
 N.T.S.



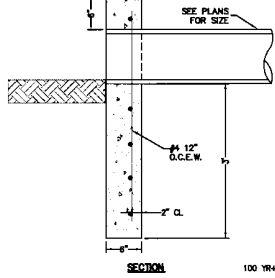
**WQ STRUCTURE INSIDE BOX**  
 N.T.S.



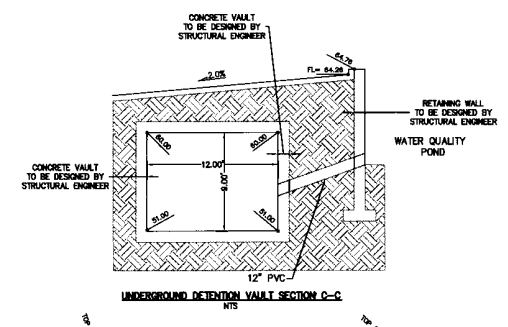
**WATER QUALITY POND SECTION A-A**  
 N.T.S.



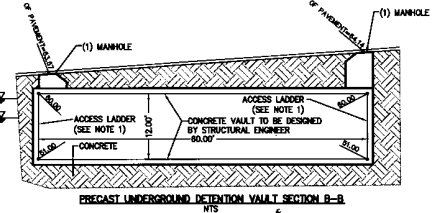
**ELEVATION**



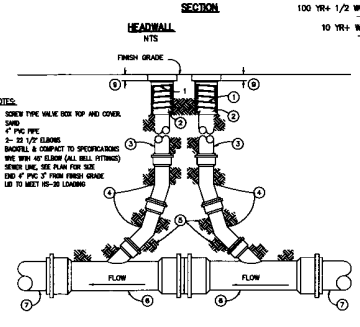
**SECTION**



**UNDERGROUND DETENTION VAULT SECTION C-C**  
 N.T.S.



**PRECAST UNDERGROUND DETENTION VAULT SECTION B-B**  
 N.T.S.



**STORM SEWER CLEAN-OUT DETAIL**  
 N.T.S.

- NOTES:  
 1. SHOW THE VALVE END TOP AND OTHER  
 2. 2" DIA.  
 3. 12" PVC PIPE  
 4. 2" TO 1/2" FLANGES  
 5. BRIDLE & COMPACT TO SPECIFICATIONS  
 6. USE WIRE AND ELBOW (ALL BELL FITTINGS)  
 7. SHOW END SEE PLAN FOR SIZE  
 8. TOP OF PVC 2" FROM FRESH GRADE  
 9. 18" TO MEET 18"-20" LOADING

- NOTES:  
 1. ACCESS MANHOLES TO MEET CITY REQUIREMENTS FOR RISERS AND LADDER RING SPECIFICATIONS.  
 2. PUMPS TO DISCHARGE AT 0.30FPS UP TO 57.32' AND 1.00FPS UP TO 58.60'.

CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS DEVELOPMENT ENGINEERING SERVICES	
DES PROJECT NO.	2007-0655 / RP-2008-025
PROJECT NAME:	COLORADO CENTER PRIVATE STORM SEWER PLANS
DESIGNED BY:	SM
CHECKED BY:	SM
DATE:	06/24/08
SCALE:	AS SHOWN
PROJECT NO.:	2007-0655 / RP-2008-025
SHEET NO.:	ST2

**MORNING STAR ASSISTED LIVING CHERRY CREEK PRIVATE STORM SEWER PLAN DETAILS**

**MARTIN / MARTIN CONSULTING ENGINEERS**  
 12400 WEST COLfax AVE  
 P.O. Box 151800  
 DENVER, CO 80215  
 303.451.0100  
 FAX 303.451.4058

Name	SM
Date	06/24/08
Description of Revisions	
No.	1
BY	CITY COMMENTS
DATE	6/24/08
BY	CITY APPROVAL
DATE	

Date: MARCH 14, 2008  
 Job Number: 19895.C01  
 Design By: S. PALING  
 Drawn By: C. HAMMACK  
 Checked By: W. HARRIS

Sheet Number:  
**ST3**