

SOUTHEAST METRO STORMWATER AUTHORITY
Acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 17-19

Authorization to Accept a Special Warranty Deed from Arapahoe Partnership

WHEREAS, SEMSWA has been organized to manage and maintain regional stormwater facilities within its boundaries; and

WHEREAS, Cottonwood Creek, a regional stormwater conveyance channel, traverses through a parcel known as Tract A, Briarwood/Kenton Subdivision Filing 1, which is further depicted in Exhibit A; and

WHEREAS, Tract A, Briarwood/Kenton Subdivision Filing 1, County of Arapahoe, State of Colorado ("Property") is owned by Arapahoe Partnership; and

WHEREAS, fee title to the Property would enable SEMSWA to maintain the existing channel and stormwater facilities within Tract A to function effectively and efficiently; and

WHEREAS, a title commitment regarding the Property has been purchased by Arapahoe Partnership for SEMSWA for an insured value of \$47,250.00 and upon recording of a special warranty deed from Arapahoe Partnership to SEMSWA a title insurance policy will be issued in that amount regarding the Property; and

WHEREAS, the SEMSWA Board has determined that it is in the best interest of the citizens living and working within SEMSWA's boundaries to accept a Special Warranty Deed to the Property.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board authorizes the acceptance of the Special Warranty Deed from Arapahoe Partnership for Tract A, Briarwood/Kenton Subdivision Filing 1, County of Arapahoe, State of Colorado which is attached hereto as Exhibit B.

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

Date: _____

ATTEST:

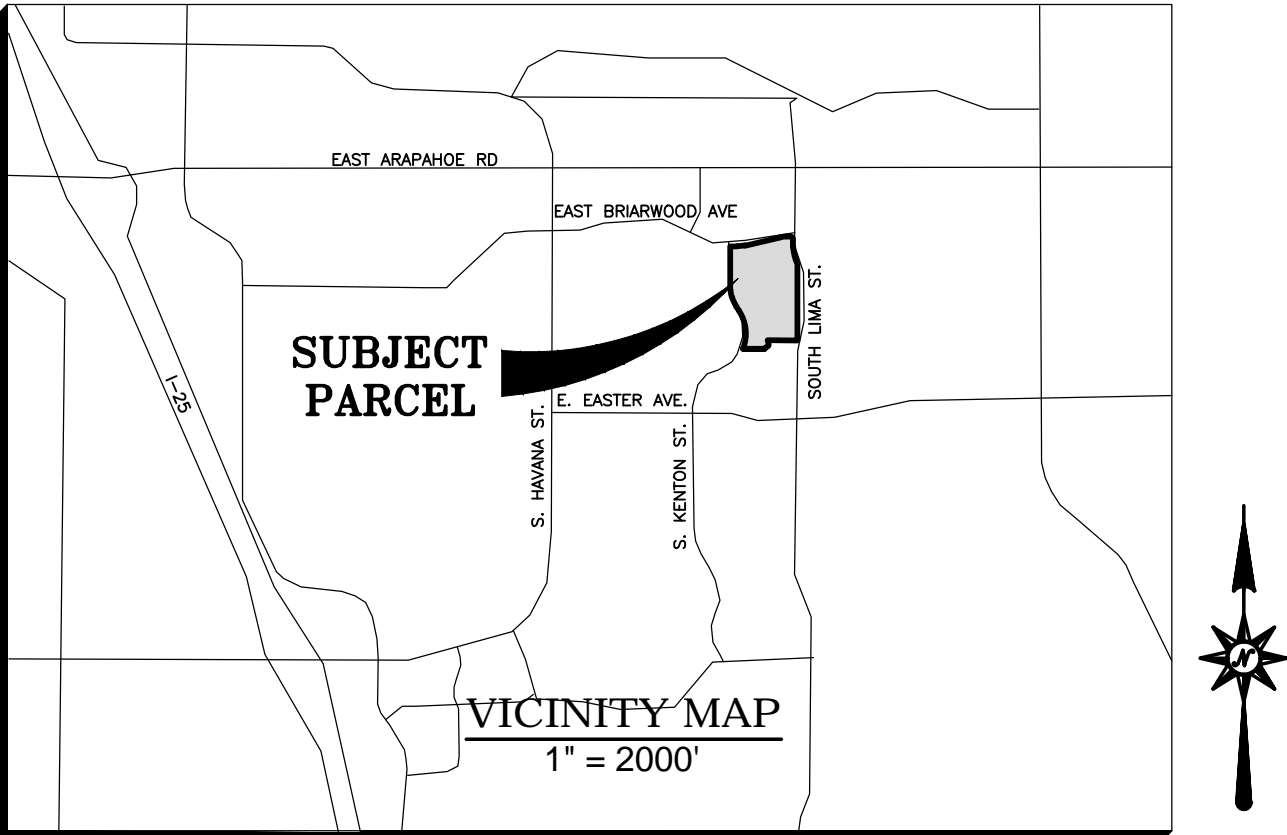
Secretary

Chairperson

APPROVED AS TO FORM:
Attorney for
Southeast Metro Stormwater Authority

By _____
Edward J. Krisor

FINAL PLAT
BRIARWOOD/KENTON SUBDIVISION FILING NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF CENTENNIAL, COUNTY OF ARAPAHOE, STATE OF COLORADO
AND A REPLAT OF TRACT B, WAL-MART AT WATERPARK FILING NO. 1,
COUNTY OF ARAPAHOE, STATE OF COLORADO



CERTIFICATE OF DEDICATION AND OWNERSHIP

THE UNDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE CITY COUNCIL OF THE CITY OF CENTENNIAL, THAT AS OF THE DATE SET FORTH BELOW AND THE DATE OF RECORDING OF THIS DOCUMENT, THE UNDERSIGNED CONSTITUTE ALL OF THE OWNERS OF THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, THAT THE UNDERSIGNED HAVE GOOD RIGHT AND FULL POWER TO CONVEY, ENCUMBER AND SUBDIVIDE SAME, AND THAT THE PROPERTY IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENTS AND RIGHTS OF WAY EXCEPT THE EASEMENTS AND RIGHTS-OF-WAY DEPICTED ON THIS PLAT, AND THE LIENS HELD BY OTHER SIGNATORIES TO THIS DOCUMENT. IN THE EVENT OF A DEFECT IN SAID TITLE WHICH BREACHES THE WARRANTIES IN THIS CERTIFICATE, THE UNDERSIGNED, JOINTLY AND SEVERALLY, AGREE(S) TO REMEDY SUCH DEFECT UPON DEMAND BY THE CITY OF CENTENNIAL, WHICH REMEDY SHALL NOT BE DEEMED EXCLUSIVE.

KNOW ALL MEN BY THESE PRESENTS, THAT ARAPAHOE PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP, BEING THE OWNER OF CERTAIN LANDS IN THE CITY OF CENTENNIAL, COLORADO, DESCRIBED AS FOLLOWS:

PARCEL I:

A PARCEL OF LAND BEING A POTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF CENTENNIAL, ARAPAHOE COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN A MONUMENT BOX STAMPED "WESTERN PLAINS SURVEYING 2005 PLS 22088" AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26 WHENCE A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP IN A MONUMENT BOX STAMPED "COLORADO DEPARTMENT OF TRANSPORTATION PLS 27607" AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER BEARS NORTH 00°00'20" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°00'20" WEST, ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 26, A DISTANCE OF 790.90 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°27'11" WEST, A DISTANCE OF 308.23 FEET;
THENCE SOUTH 02°26'17" EAST, A DISTANCE OF 3.47 FEET;
THENCE SOUTH 13°33'06" EAST, A DISTANCE OF 36.86 FEET;
THENCE SOUTH 00°10'00" WEST, A DISTANCE OF 13.10 FEET;
THENCE SOUTH 30°26'40" WEST, A DISTANCE OF 12.14 FEET;
THENCE SOUTH 57°45'30" WEST, A DISTANCE OF 38.04 FEET;
THENCE SOUTH 12°42'21" WEST, A DISTANCE OF 4.99 FEET;
THENCE SOUTH 89°39'39" WEST, A DISTANCE OF 226.04 FEET TO A POINT ON A CURVE OF THE EASTERLY RIGHT-OF-WAY LINE OF KENTON STREET;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID KENTON STREET THE FOLLOWING FIVE (5) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55°11'24", A RADIUS OF 430.00 FEET, AND AN ARC LENGTH OF 414.19 FEET THE CHORD OF WHICH BEARS NORTH 06°10'21" WEST A DISTANCE OF 398.37 FEET;
2. NORTH 33°46'06" WEST, A DISTANCE OF 51.18 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°42'47", A RADIUS OF 370.00 FEET, AND AN ARC LENGTH OF 107.93 FEET, THE CHORD OF WHICH BEARS NORTH 25°24'42" WEST A DISTANCE OF 107.55 FEET TO A POINT OF A NON-TANGENT CURVE;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21°45'32", A RADIUS OF 220.00 FEET, AND AN ARC LENGTH OF 83.55 FEET, THE CHORD OF WHICH BEARS NORTH 11°11'49" WEST A DISTANCE OF 83.05 FEET;
5. NORTH 00°19'01" WEST, A DISTANCE OF 448.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BRIARWOOD AVENUE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST BRIARWOOD AVENUE THE FOLLOWING SIX (6) COURSES:

1. NORTH 89°40'55" EAST, A DISTANCE OF 72.02 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12°42'31", A RADIUS OF 370.00 FEET, AND AN ARC LENGTH OF 82.07 FEET, THE CHORD OF WHICH BEARS NORTH 83°19'40" EAST A DISTANCE OF 81.90 FEET;
3. NORTH 76°58'22" EAST, A DISTANCE OF 382.20 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°42'32", A RADIUS OF 280.00 FEET; AND AN ARC LENGTH OF 62.11 FEET, THE CHORD OF WHICH BEARS NORTH 83°19'35" EAST A DISTANCE OF 61.98 FEET;
5. NORTH 89°40'51" EAST, A DISTANCE OF 38.43 FEET TO A POINT OF CURVATURE;
6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°10'19", A RADIUS OF 30.00 FEET, AND AN ARC LENGTH OF 47.21 FEET, THE CHORD OF WHICH BEARS SOUTH 45°09'43" EAST A DISTANCE OF 42.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LIMA STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°00'21" EAST, A DISTANCE OF 76.84 FEET TO A POINT OF CURVATURE;
 2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21°47'50", A RADIUS OF 345.00 FEET, AND AN ARC LENGTH OF 131.25 FEET, THE CHORD OF WHICH BEARS SOUTH 10°54'30" EAST A DISTANCE OF 130.46 FEET;
 3. SOUTH 21°48'17" EAST, A DISTANCE OF 54.78 FEET TO A POINT ON SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 26;
- THENCE SOUTH 00°00'20" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 796.94 FEET TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION LYING WITHIN WAL-MART AT WATERPARK FILING NO. 1, RECORDED APRIL 30, 2004 AT RECEPTION NO. B4078644, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL II:

TRACT B, WAL-MART AT WATERPARK FILING NO. 1,
COUNTY OF ARAPAHOE,
STATE OF COLORADO.

CONTAINING 15.621 ACRES MORE OR LESS

HAVE BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS, A BLOCK, AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF BRIARWOOD/KENTON SELF STORAGE FILING 1, AND DO HEREBY DEDICATE AND CONVEY TO THE CITY OF CENTENNIAL, COLORADO, AND WARRANTS TITLE TO SAME, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF CENTENNIAL, COLORADO, ON BEHALF OF THE SOUTHEAST METRO STORMWATER AUTHORITY, APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE PUBLIC EASEMENTS AS SHOWN HEREON FOR THE PURPOSES STATED.

EXECUTED THIS _____ DAY OF _____ A.D., 20____.

OWNER OF RECORD

I, _____, HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS BRIARWOOD/KENTON SUBDIVISION FILING 1.

OWNER OF RECORD OR AUTHORIZED AGENT

STATE OF _____ } S.S.

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ A.D., 20____,

BY _____

AS _____ (NAME) _____ (TITLE)

OF _____ AN AUTHORIZED SIGNATORY.

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

_____ ADDRESS

_____ CITY, STATE AND ZIP CODE

LU-16-00065

STANDARD NOTES:

THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS(S) OF THE PLAT KNOWN AS BRIARWOOD/KENTON SUBDIVISION FILING 1, THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE

THE OWNERS OF THIS PLAT, THEIR SUCCESSORS, AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), PROPERTY/HOMEOWNERS ASSOCIATION OR OTHER ENTITY OTHER THAN THE CITY OF CENTENNIAL, IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL PRIVATE DRIVES, PARKING AREAS, AND EASEMENTS, I.E., CROSS ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.

SIGHT TRIANGLE MAINTENANCE (PER SECTION 12-11-208)

IN ACCORDANCE WITH SECTION 12-11-208 OF THE CITY LAND DEVELOPMENT CODE, THE OWNERS OF PRIVATE PROPERTY CONTAINING A TRAFFIC SIGHT TRIANGLE ARE PROHIBITED FROM ERECTING OR GROWING ANY OBSTRUCTIONS BETWEEN A HEIGHT OF THREE FEET (3') AND EIGHT FEET (8') ABOVE THE ELEVATION OF THE STREET CENTERLINE WITHIN SAID SIGHT TRIANGLE.

PUBLIC IMPROVEMENT AGREEMENT

AFTER PLAT APPROVAL, ISSUANCE OF DEVELOPMENT ORDERS OR PERMITS SHALL BE SUBJECT TO THE REQUIREMENTS OF SECTION 12-14-207 OF THE LAND DEVELOPMENT CODE, AS AMENDED, INCLUDING THE GUARANTEE OF PUBLIC IMPROVEMENTS PURSUANT TO A PUBLIC IMPROVEMENT AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY AND EXECUTED BY THE CITY MANAGER OR HIS OR HER DESIGNEE. ALL MORTGAGEES SHALL BE REQUIRED TO SUBORDINATE THEIR LIENS AND INTEREST IN THE PROPERTY TO THE COVENANTS AND THE RESTRICTIONS OF THE PUBLIC IMPROVEMENT AGREEMENT (PER 12-14-207(C)(1) OF THE LAND DEVELOPMENT CODE).

DRAINAGE LIABILITY & MAINTENANCE

NEITHER THE CITY OF CENTENNIAL NOR THE SOUTHEAST METRO STORMWATER AUTHORITY (SEMSWA) ASSUMES ANY LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY ATWELL, LLC. THE CITY OF CENTENNIAL AND SEMSWA REVIEW DRAINAGE PLANS, BUT CANNOT, ON BEHALF OF ARAPAHOE PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE ARAPAHOE PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN. IT IS THE POLICY OF THE CITY OF CENTENNIAL AND SEMSWA THAT APPROVAL OF THE PLAT DOES NOT IMPLY APPROVAL OF ATWELL, LLC'S DRAINAGE DESIGN.

THE PROPERTY OWNER OR PROPERTY OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR ONGOING MAINTENANCE OF ALL DRAINAGE FACILITIES REQUIRED TO BE INSTALLED PURSUANT TO THE CONTROLLING PUBLIC IMPROVEMENT AGREEMENT. MAINTENANCE REQUIREMENTS SHALL BE GOVERNED BY SEMSWA'S STORMWATER MANAGEMENT MANUAL, AS THOSE REGULATIONS MAY BE AMENDED FROM TIME TO TIME.

OPTIONAL/SPECIFIC NOTES:

AIRPORT INFLUENCE AREA NOTE (EASEMENT/HAZARD EASEMENT AND NOISE DISCLOSURE) (PER 12-3-905(C)(1) OF LDC):

CENTENNIAL AIRPORT IS LOCATED S50°47'06"E 1280 FEET (MORE OR LESS) OF BRIARWOOD/KENTON SUBDIVISION FILING 1. CENTENNIAL AIRPORT IS A BUSY AIRPORT USED BY PISTON AND JET AIRCRAFT AND BY HELICOPTERS, AND IS OPEN 24 HOURS A DAY, SEVEN DAYS A WEEK. ALL PROPERTY WITHIN BRIARWOOD/KENTON SUBDIVISION FILING 1 IS SUBJECT TO THE TERMS OF AN AVIGATION AND HAZARD EASEMENT, AGREEMENT RECORDED ON MARCH 13, 2017 AT RECEPTION NUMBER 07028910 OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER. THE EASEMENT CONSENTS TO OVERFLYING AIRCRAFT, AND PREVENTS PRESENT AND FUTURE OWNERS AND OCCUPANTS OF PROPERTY WITHIN BRIARWOOD/KENTON SUBDIVISION FILING 1 FROM OBJECTING TO, OR SEEKING DAMAGES DUE TO, AIRCRAFT OPERATIONS. THE EASEMENT ALSO PREVENTS OWNERS AND OCCUPANTS FROM INSTALLING STRUCTURES, TREES OR OTHER OBJECTS THAT COULD INTERFERE WITH FLIGHT OPERATIONS AT THE AIRPORT.

PUBLIC USE EASEMENT

ALL PUBLIC USE EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF THE CITY OF CENTENNIAL AND ITS ASSIGNS, ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS, AND ARE GOVERNED BY ANY AND ALL TERMS AND CONDITIONS OF RECORD.

MAINTENANCE EASEMENT -- ZERO SIDE SETBACKS

A MAINTENANCE EASEMENT IS REQUIRED FOR DEVELOPMENTS WITH ZERO SIDE SETBACKS IF ONE STRUCTURE IS BUILT ON THE LOT LINE. IN ORDER TO MAINTAIN STRUCTURES WITH THE ZERO SIDE SETBACK, A MAINTENANCE EASEMENT MAY BE REQUIRED ON THE ADJACENT LOT TO ENABLE MAINTENANCE TO BE PERFORMED ON SAID STRUCTURE FROM THE ADJOINING PROPERTY. EACH LOT OWNER AGREES TO ALLOW ADJACENT LOT OWNERS ACCESS ACROSS THEIR LOT, WITHIN FIVE FEET OF THE COMMON LOT LINE, AS MAY BE NEEDED TO MAINTAIN AND REPAIR THE ADJACENT OWNER'S PRINCIPAL STRUCTURE. EACH ADJACENT OWNER AGREES TO REPAIR ANY DAMAGE WHICH MAY BE CAUSED TO THE LOT OWNER'S PROPERTY FROM THE ADJACENT OWNER'S USE OF THIS MAINTENANCE EASEMENT, AND TO TAKE ALL NECESSARY STEPS TO AVOID CAUSING SUCH DAMAGE.

LOT TABLE

LOT NUMBER	ZONING	ACREAGE		STREET FRONTAGE	
		MINIMUM REQUIRED	PROPOSED	MINIMUM REQUIRED	PROPOSED
1	CG (AS AMENDED BY THE ARAPAHOE PARTNERSHIP ANNEXATION AGREEMENT)	1.000 AC.	2.100 AC.	125.00 FT.	566.23 FT.
2	BP100 (AS AMENDED BY THE ARAPAHOE PARTNERSHIP ANNEXATION AGREEMENT)	1.000 AC.	2.798 AC.	125.00 FT.	232.83 FT.
3	BP100 (AS AMENDED BY THE ARAPAHOE PARTNERSHIP ANNEXATION AGREEMENT)	1.000 AC.	4.785 AC.	125.00 FT.	656.85 FT.

TRACT TABLE

	LAND USE	OWNER
TRACT A	DRAINAGE & FLOODPLAIN	TO BE DEDICATED TO SOUTHEAST METRO STORM WATER AUTHORITY BY SEPARATE DOCUMENT

ACCEPTANCE OF DEDICATION OF DRAINAGE EASEMENTS/TRACTS

THE SOUTHEAST METRO STORM WATER AUTHORITY (SEMSWA) FORMALLY ACCEPTS THE DEDICATION OF THE DRAINAGE EASEMENTS (DRAINAGE TRACTS AND DRAINAGE EASEMENTS) DESCRIBED AND DEDICATED TO IT HEREIN. MAINTENANCE OF THE DRAINAGE EASEMENTS (DRAINAGE TRACTS AND DRAINAGE EASEMENTS) SHALL REMAIN THE LEGAL RESPONSIBILITY OF THE OWNER OR ITS SUCCESSOR OR ASSIGNS UNLESS A SEPARATE MAINTENANCE AGREEMENT IS ENTERED INTO BETWEEN SEMSWA AND THE OWNER OR ITS SUCCESSOR OR ASSIGNS AND RECORDED IN THE RECORDS OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY, COLORADO.

DIRECTOR, SOUTHEAST METRO STORMWATER AUTHORITY

DIRECTOR OF COMMUNITY DEVELOPMENT APPROVAL

APPROVED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF CENTENNIAL THIS _____ DAY OF _____, 20____.

DIRECTOR OR DESIGNEE

SURVEYING CERTIFICATE

I, SHAWN D. CLARKE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS REVIEWED BY ME, AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.



SHAWN D. CLARKE, PLS
COLORADO REG. NO. 38061
FOR AND ON BEHALF OF
ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

SURVEYOR NOTE

THE DIMENSIONS, LOCATIONS AND OTHER INFORMATION REGARDING RECORDED RIGHTS-OF-WAY AND EASEMENTS WERE DERIVED FROM COPIES OF THE ACTUAL RECORDED DOCUMENTS. THE UNDERSIGNED SURVEYOR DID NOT PERSONALLY SEARCH THE PUBLIC RECORDS TO DETERMINE THE RECORDED RIGHTS-OF-WAY AND EASEMENTS AFFECTING THE PROPERTY, BUT INSTEAD RESEARCH WAS OBTAINED FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY. THE RESEARCH IS BELIEVED BY THE UNDERSIGNED TO BE RELIABLE, COMPLETE AND CORRECT, AND IS NOT CONTRADICTED BY ANY OTHER INFORMATION KNOWN TO THE SURVEYOR. THIS DISCLOSURE IS PROVIDED TO COMPLY WITH 38-51-106, C.R.S. AND FOR NO OTHER PURPOSE.

ATTORNEY CERTIFICATE

I, _____, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, REGISTRATION NO. _____, STATE THAT I HAVE EXAMINED THE TITLE TO THE PRPERTY DESCRIBED IN THIS PLAT AND STATE FURTHER THAT, IN MY OPINION, TITLE TO ALL LANDS DESCRIBED IN THIS PLAT IS MERCHANTABLE IN THE OWNER AND IS FREE AND CLEAR OF ALL EASEMENTS, RIGHTS-OF-WAY, COVENANTS, LIENS AND ENCUMBRANCES EXCEPT (A) THOSE EASEMENTS AND RIGHTS-OF-WAY DEPICTED ON THE PLAT AND (B) THOSE HELD BY OTHER SIGNATORIES TO THIS PLAT. I FURTHER STATE THAT, IN MY OPINION, THE PERSON SIGNING AS OWNER IS AUTHORIZED TO DO SO.

ATTORNEY AT LAW _____ DATE _____


RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT _____ (A.M./P.M.) _____ DAY OF _____ A.D., 20____ IN

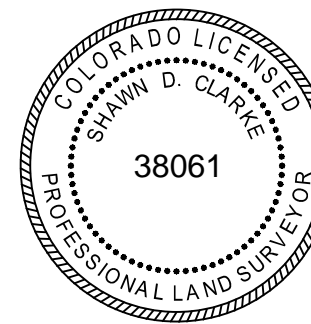
BOOK _____, PAGE _____, MAP _____, RECEPTION NO. _____,

COUNTY CLERK AND RECORDER

BY: _____ DEPUTY

ATWELL	REVISIONS		SHEET 1 OF 2
	EASEMENT REVISIONS	ADDED SEMSWA CERTIFICATE	
 866.850.4200 www.atwell-group.com 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100	03/23/17	05/16/17	File No. 15001745-PLAT
			Date Drawn 9/16/2016
			Drawn By CEP
			Checked By JBR
			Job No. 15001745

FINAL PLAT
BRIARWOOD/KENTON SUBDIVISION FILING NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF CENTENNIAL, COUNTY OF ARAPAHOE, STATE OF COLORADO
AND A REPLAT OF TRACT B, WAL-MART AT WATERPARK FILING NO. 1,
COUNTY OF ARAPAHOE, STATE OF COLORADO



POINT OF COMMENCEMENT
SE COR. OF THE NW 1/4
SEC. 26, T5S, R67W, 6TH
PM. FOUND #6 REBAR WITH
2" ALUM. CAP IN A
MONUMENT BOX. "WESTERN
STATES SURVEYING 2005
PLS 22088"

Parcel Line Table		
Line #	Length	Direction
L1	3.47	S2° 26' 17"E
L2	36.86	S13° 33' 06"E
L3	13.10	S0° 10' 00"W
L4	12.14	S30° 26' 40"W
L5	38.04	S57° 45' 30"W
L6	4.99	S12° 42' 21"W
L7	51.18	N33° 46' 07"W
L8	72.02	N89° 40' 55"E
L9	38.43	N89° 40' 51"E
L10	76.84	S0° 00' 21"E
L11	54.78	S21° 48' 17"E
L12	30.74	S89° 39' 39"W
L13	72.02	N89° 40' 55"E
L14	49.21	S15° 49' 18"E
L15	60.91	S62° 53' 38"W
L16	30.01	N76° 58' 22"E
L17	79.30	N11° 23' 09"W
L18	80.41	N21° 50' 32"W
L19	63.20	S4° 31' 22"E
L20	85.36	S29° 04' 03"W
L21	25.00	N60° 55' 58"W
L22	77.81	N29° 04' 03"E
L23	17.88	S76° 58' 22"W
L25	80.41	S21° 50' 32"E

Parcel Line Table		
Line #	Length	Direction
L27	78.44	S11° 23' 09"E
L30	69.81	N89° 40' 59"E
L31	73.50	S0° 19' 01"E
L32	86.64	N89° 40' 59"E
L33	41.50	S0° 19' 01"E
L34	38.51	S0° 19' 19"E
L35	28.66	S62° 46' 26"E
L36	37.92	N89° 40' 59"E
L37	68.12	S89° 40' 59"W
L38	60.02	N89° 40' 59"E
L39	47.12	S89° 40' 59"W
L40	24.42	S35° 19' 09"E
L45	97.60	N4° 31' 22"W

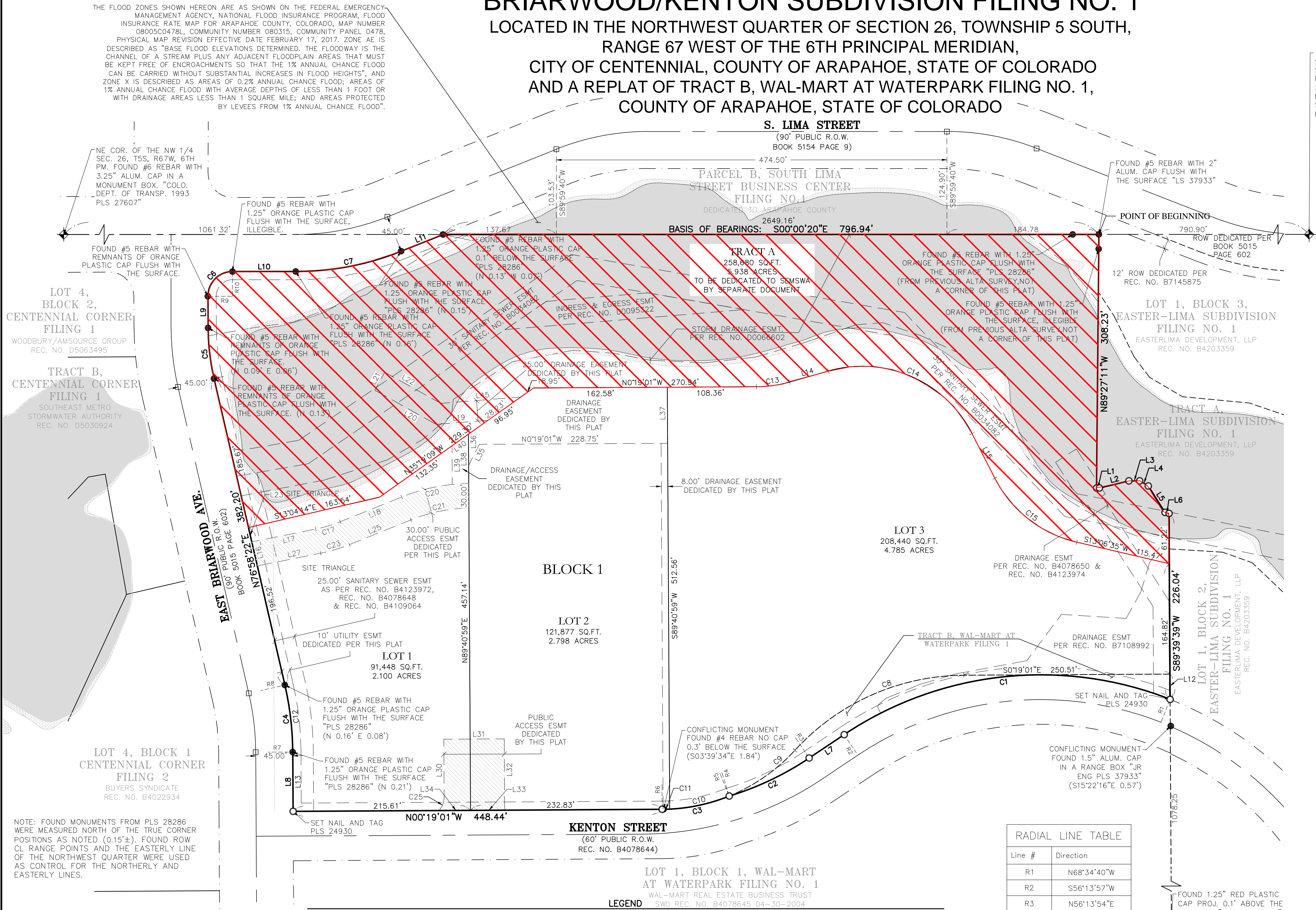
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	414.19	430.00	55.19	N6° 10' 21"W	398.37
C2	107.93	370.00	16.71	N25° 24' 42"W	107.55
C3	83.55	220.00	21.76	N11° 11' 49"W	83.05
C4	82.07	370.00	12.71	N83° 19' 40"E	81.90
C5	62.11	280.00	12.71	N83° 19' 35"E	61.98
C6	47.21	30.00	90.17	S45° 09' 43"E	42.49
C7	131.25	345.00	21.80	S10° 54' 30"E	130.46
C8	231.12	280.00	47.29	S23° 57' 50"E	224.61
C9	98.04	220.00	25.53	S34° 50' 37"E	97.23
C10	74.38	220.00	19.37	N12° 23' 28"W	74.02
C11	9.17	220.00	2.39	N1° 30' 42"W	9.17
C12	82.07	370.00	12.71	N83° 19' 40"E	81.90
C13	40.59	150.00	15.50	S8° 04' 09"E	40.47
C14	206.08	150.00	78.72	S23° 32' 10"W	190.25
C15	130.33	150.00	49.78	S38° 00' 07"W	126.27
C17	31.12	170.50	10.46	N16° 36' 50"W	31.07
C20	83.55	229.50	20.86	N11° 24' 47"W	83.09
C21	72.28	199.50	20.76	S11° 27' 47"E	71.88
C23	36.59	200.50	10.46	S16° 36' 50"E	36.54
C25	18.46	25.00	42.30	S69° 10' 04"E	18.04

RADIAL LINE TABLE	
Line #	Direction
R1	N68°34'40"W
R2	S56°13'57"W
R3	N56°13'54"E
R4	N72°56'41"E
R5	N67°55'25"E
R6	N89°40'57"E
R7	N0°00'00"E
R8	N12°42'59"W
R9	S0°14'52"E
R10	N89°55'26"E

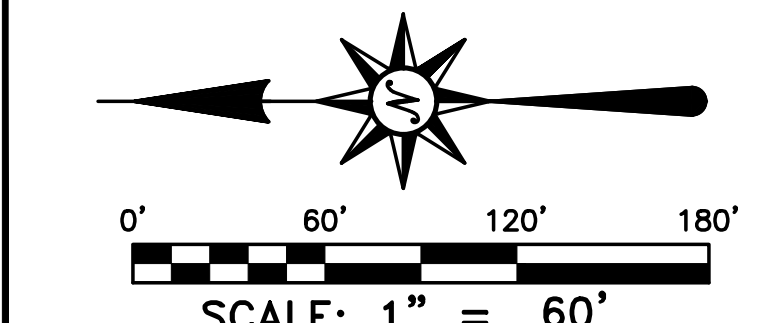


REVISIONS	
EASEMENT REVISIONS	03/23/17
ADDED SEMSWA CERTIFICATE	05/16/17

SHEET
2
OF 2
File No. 15001745-PLAT
Date Drawn 8/22/16
Drawn By CEP
Checked By JBR
Job No. 15001745



NOTE: FOUND MONUMENTS FROM PLS 28286
WERE MEASURED NORTH OF THE TRUE CORNER
POSITIONS AS NOTED (0.15'±). FOUND ROW
CL RANGE POINTS AND THE EASTERLY LINE
OF THE NORTHWEST QUARTER WERE USED
AS CONTROL FOR THE NORTHERLY AND
EASTERLY LINES.



LU-16-00065

EXHIBIT B

SPECIAL WARRANTY DEED

STATE OF COLORADO §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF ARAPAHOE §

THAT, **ARAPAHOE PARTNERSHIP**, a Colorado general partnership (“Grantor”) for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by **SOUTHEAST METRO STORMWATER AUTHORITY (SEMSWA)** a body corporate and politic (“Grantee”), whose legal address is 7437 S. Fairplay Street, Centennial, Colorado 80112, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee that certain parcel of land located in Arapahoe County, Colorado, being more particularly described on Exhibit “A” attached hereto, incorporated herein and made a part hereof for all purposes, together with all improvements and fixtures situated thereon and any and all appurtenances belonging or appearing thereto (said real property and fixtures together with any and all of the related rights and appurtenances being herein collectively referred to as the “Property”).

TO HAVE AND TO HOLD the Property together with all and singular rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise described on Exhibit “B” attached hereto, to the full extent same are valid and pertain to the Property.

Ad valorem taxes and assessments for the Property for the current calendar year having been prorated and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years, and Grantor hereby expressly assumes liability for the payment of all ad valorem taxes and assessments for the Property for the years that Grantor owned the Property prior to the current calendar year.

[Remainder of page intentionally left blank. Signature page follows.]

EXECUTED on the date of the acknowledgement herein below, to be effective as of the ____ day of _____, 2017.

GRANTOR:

ARAPAHOE PARTNERSHIP,
a Colorado general partnership

By: _____
Name: Harvey Alpert
Title: General Partner

By: _____
Name: Robert Springer
Title: General Partner

By: _____
Name: Marc Cooper
Title: General Partner

(NOTARY PAGE FOLLOWS)

STATE OF COLORADO

§
§
§

COUNTY OF _____

This instrument was acknowledged before me, the undersigned Notary Public, on this ____ day of _____, 2017, by Harvey Alpert, a general partner of Arapahoe Partnership, a Colorado general partnership, on behalf of said general partnership.

WITNESS my hand and official seal.

Notary Public, State of Colorado

My commission expires: _____.

STATE OF COLORADO

§
§
§

COUNTY OF _____

This instrument was acknowledged before me, the undersigned Notary Public, on this ____ day of _____, 2017, by Robert Springer, a general partner of Arapahoe Partnership, a Colorado general partnership, on behalf of said general partnership.

WITNESS my hand and official seal.

Notary Public, State of Colorado

My commission expires: _____.

STATE OF COLORADO

§
§
§

COUNTY OF _____

This instrument was acknowledged before me, the undersigned Notary Public, on this ____ day of _____, 2017, by Marc Cooper, a general partner of Arapahoe Partnership, a Colorado general partnership, on behalf of said general partnership.

WITNESS my hand and official seal.

Notary Public, State of Colorado

My commission expires: _____.

EXHIBIT A

to

SPECIAL WARRANTY DEED

The Property

Tract A, Briarwood/Kenton Subdivision Filing 1 Final Plat County of Arapahoe, State of Colorado.

EXHIBIT B

to

SPECIAL WARRANTY DEED

Permitted Exceptions

1. Taxes and assessments for the year 2017 and subsequent years, a lien not yet due and payable.
2. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
3. Any assessment or lien of Castlewood Fire Protection District, as disclosed by the instrument recorded May 24, 1967 in Book 1709 at Page 416.
4. Terms, conditions, provisions, agreements and obligations specified under the Easement Deed by and between Arapahoe Partnership and Easterlima Venture, LLC recorded March 22, 2000 at Reception No. 34082-2000 and Assignment of Easement Deed recorded September 9, 2010 at Reception No. 88599- 2010.
5. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded April 30, 2004 at Reception No. 4078647-2004.
6. Terms, conditions, provisions, agreements and obligations specified under the Sanitary Sewer Easement by and between Arapahoe Partnership and Wal-Mart Real Estate Business Trust recorded April 30, 2004 at Reception No. 4078648-2004 and July 12, 2004 at Reception No. 4123972-2004.
7. Terms, conditions, provisions, agreements and obligations specified under the Stormwater Drainage Easement by and between Arapahoe Partnership and Wal-Mart Real Estate Business Trust recorded April 30, 2004 at Reception No. 4078650-2004 and July 12, 2004 at Reception No. 4123974-2004.
8. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement by and between Arapahoe Partnership and Havana Water and Sanitation District recorded June 16, 2004 at Reception No. 4109064-2004.
9. Any taxes or assessments by reason of the inclusion of the Land in the Southeast Public Improvement Metropolitan District by the instrument recorded November 18, 2004 at Reception No. 4201315-2004.
10. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:
Recording Date: July 12, 2010
Recording No.: 66602-2010
11. Terms, conditions, provisions, agreements and obligations contained in the Notice as set forth below:
Recording Date: August 31, 2010
Recording No: 85194-2010
12. Terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth below:
Recording Date: September 23, 2010
Recording No.: 95322-2010
13. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2014-O-08 as set forth below:
Recording Date: May 6, 2014
Recording No.: 4037583-2014

14. Terms, conditions, provisions, agreements and obligations contained in the Temporary Grading and Permanent Drainage Easement Agreement as set forth below:
Recording Date: August 22, 2007 Recording No.: 7108922-2007
15. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2004-O-01 recorded May 19, 2005 at Reception No. 5072473-2005 and Ordinance No. 2004-O-07 recorded May 19, 2005 at Reception No. 5072474-2005.
16. Terms, conditions, provisions, agreements and obligations contained in the Annexation, Development and Subdivision improvement agreement as set forth below:
Recording Date: April 30, 2004 Recording No.: 4078642-2004
17. Terms, conditions, restrictions, provisions, notes and easements as set forth on the Plat(s) of said subdivision set forth below:
Recording Date: April 30, 2004
Recording No: 4078644-2004
18. Terms, conditions, provisions, agreements and obligations contained in the Covenants and Restrictions affecting Land as set forth below:
Recording Date: April 30, 2004
Recording No.: 4078647-2004
19. The effect of the Address Plat for Wal-Mart at Waterpark Filing No. 1, Final Development Plan recorded April 30, 2004 at Reception No. 4078646-2004.
20. Terms, conditions, provisions, agreements and obligations contained in the Slope and Grading Easement as set forth below:
Recording Date: April 30, 2004
Recording No.: 4078649-2004
21. Terms, conditions, provisions, agreements and obligations contained in the Slope and Grading Easement as set forth below:
Recording Date: July 12, 2004
Recording No.: 4123973-2004
22. Covenants, conditions and restrictions, as set forth in the document as set forth below:
Recording Date: July 12, 2004
Recording No: 4123971-2004
23. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2004-R-05 as set forth below:
Recording Date: May 19, 2005
Recording No.: 5072478-2005
24. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2003-O-25 as set forth below:
Recording Date: December 23, 2015
Recording No.: 5146326-2015
25. Terms, conditions, provisions, agreements and obligations contained in the Standard Avigation and Hazard Easement as set forth below:
Recording Date: March 13, 2017
Recording No.: D7028910
26. Terms, conditions and provisions of that Ordinance No. 2016-O-07 recorded June 28, 2016 at Reception No. D6068069.
27. Terms, conditions and provisions of that Ordinance No. 2016-O-08 recorded July 1, 2016 at Reception No. D6070211.
28. Terms, conditions and provisions of that Annexation Agreement recorded May 31, 2017 at Reception No. D7060372.
29. Easements, notes, conditions and restrictions as shown on the recorded Plat of Briarwood/Kenton Self Storage Filing No. 1.