

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

RESOLUTION 15-24

Authorization to Execute Petition for Annexation to the City of Centennial, Colorado, for the  
Property Generally Described as Lot 1, Block 1, and Tract A, SEMSWA Office Building Subdivision  
and Related Memorandum of Understanding

WHEREAS, the City of Centennial (City) has requested that SEMSWA petition the City to annex the SEMSWA office building located at 7437 South Fairplay Street in unincorporated Arapahoe County; and

WHEREAS, the property owned by SEMSWA that the City desires annexed into the City is legally described as:

Lot 1, Block 1, and Tract A,  
SEMSWA Office Building Subdivision,  
County of Arapahoe,  
State of Colorado

pursuant to the plat thereof recorded on February 3, 2014, at Reception No. D4008274 in the real property records of Arapahoe County, Colorado; and

WHEREAS, the property consists of a total of 12.37 acres, more or less; and

WHEREAS, the property is graphically shown in the annexation map attached to the Petition for Annexation, a copy of which is attached hereto as ATTACHMENT A and is incorporated herein by reference; and

WHEREAS, SEMSWA desires to petition the City to annex the property provided that the City agree to certain terms and conditions as more specifically set forth in that certain Memorandum of Understanding – Jordan Road Annexation No. 1 – SEMSWA Headquarters (7437 South Fairplay Street) (the “Agreement”); and

WHEREAS, a copy of the Agreement is attached hereto as ATTACHMENT B and is incorporated herein by reference; and

WHEREAS, the Agreement has been approved by the City Manager of the City and will be effective upon the effective date of the annexation of the property to the City; and

WHEREAS, the annexation of the property to the City will not have any adverse impact on SEMSWA or the property.

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

NOW, THEREFORE, BE IT RESOLVED THAT:

The Chairman of SEMSWA is authorized to: (1) execute the attached Petition for Annexation to the City of Centennial; and (2) execute the attached Agreement. Following execution of the Petition for Annexation and the Agreement, SEMSWA Staff shall cause the documents to be timely delivered to the City.

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

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

APPROVED AS TO FORM:

Attorney for  
Southeast Metro Stormwater Authority

By: \_\_\_\_\_  
Edward J. Krisor

ATTACHMENT A

**PETITION FOR ANNEXATION  
TO  
CITY OF CENTENNIAL, COLORADO**

**TO: THE CITY CLERK AND THE CITY COUNCIL OF THE CITY OF  
CENTENNIAL, COLORADO**

**RE: ANNEXATION OF LAND COMMONLY KNOWN AS THE  
SEMSWA OFFICE BUILDING PROPERTY (CONSTITUTING  
LOT 1, BLOCK 1, AND TRACT A, SEMSWA OFFICE BUILDING  
SUBDIVISION, COUNTY OF ARAPAHOE, STATE OF  
COLORADO)**

**THE UNDERSIGNED PETITIONER**, in accordance with Title 31, Article 12, Part 1, of the Colorado Revised Statutes, as amended (commonly known as the Municipal Annexation Act of 1965), hereby petitions the City of Centennial, a home-rule municipality of the State of Colorado, for annexation of the unincorporated areas more particularly described in this Petition. In support of this Petition, the undersigned Petitioner alleges and states the following:

1. That it is desirable and necessary that the property more particularly described in **Exhibit 1**, attached hereto and incorporated herein by reference, be annexed to the City of Centennial.
2. That the areas sought to be annexed to the City of Centennial meet all the requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, of the Municipal Annexation Act of 1965, in that:
  - (a) Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed is contiguous with the City of Centennial.
  - (b) A community of interest exists between the area proposed to be annexed and the City of Centennial.
  - (c) The area proposed to be annexed is urban or will be urbanized in the near future.
  - (d) The area proposed to be annexed is integrated with, or is capable of being integrated with the City of Centennial.
  - (e) No land within the area proposed to be annexed and which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, meets either of the following:
    - (1) Such separate tract or parcel is being divided by the requested annexation without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way, and

to the extent a tract or parcel is so divided, this petition is intended to evidence such consent; or

(2) If such a separate tract or parcel comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon, such tract or parcel has an assessed value in excess of Two Hundred Thousand Dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, is included within the area proposed to be annexed without the written consent of the landowner or landowners thereof.

- (f) The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of such area to another school district.
- (g) No annexation proceedings have been commenced for the annexation to another municipality of any part or all of the area proposed to be annexed to the City hereunder nor is any part of said area presently a part of any incorporated city, town or city and county.
- (h) The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met.
- (i) The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the City of Centennial more than three miles in any direction from any point of the City's boundary in any one year.
- (j) In establishing the boundaries of the area proposed to be annexed, where a portion of a platted street or alley is annexed, the entire width of said street or alley is included with the area annexed.
- (k) Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining a platted street or alley to be annexed by the City but is not bounded on both sides by the City.
- (l) The area proposed to be annexed comprises **more than ten (10) acres** and, therefore, the City's preparation of an Impact Report as provided for in Section 31-12-108.5, C.R.S., as amended, is required unless waived by the Board of County Commissioners for Arapahoe County, Colorado in accordance with Section 31-12-108.5, C.R.S.

3. That accompanying this Petition are four (4) copies of an annexation map containing the following information:

- (a) a written legal description of the boundaries of the area proposed to be annexed, which written legal description shall be incorporated into **Exhibit 1** prior to filing this Petition and annexation map of record with the City Clerk of the City of Centennial;

- (b) a map showing the boundary of the area proposed to be annexed;
  - (c) with the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is platted, then the boundaries and the plat numbers of plots or of lots and blocks are shown; and
  - (d) next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the City, and the contiguous boundary of any other municipality abutting the area proposed to be annexed and the dimensions thereof.
- 4. That the Petitioner signed this Petition for Annexation not more than one hundred and eighty (180) days prior to the date of the filing of this Petition for Annexation with the City Clerk.
  - 5. That the undersigned Petitioner, together with owner(s) submitting other valid petition(s) for annexation to the City for the area described in **Exhibit 1**, comprise more than fifty percent (50%) of the landowners of the area to be proposed to be annexed and own more than fifty percent (50%) of the area proposed to be annexed, excluding public streets and alleys and any land owned by the City of Centennial.
  - 6. That the undersigned Petitioner owns the real property described in **Exhibit 2** attached hereto and incorporated herein by this reference
  - 7. That upon the Annexation Ordinance becoming effective, all lands within the area sought to be annexed shall become subject to all ordinances, resolutions, rules and regulations of the City of Centennial, except for general property taxes of the City of Centennial which shall become effective on January 1 of the next succeeding year following passage of the Annexation Ordinance.
  - 8. That this Petition for Annexation includes the signature of the Petitioner proposing the annexation, the mailing address of the Petitioner, the legal description of the land owned by Petitioner, the date on which the Petitioner executed this Petition, and the circulator's affidavit required by Section 31-12-107(1)(c), C.R.S. The legal description of land owned by the Petitioner is specifically identified in **Exhibit 2**, which is attached hereto and incorporated herein by reference.

**THEREFORE, THE PETITIONER**, as the owner of 100% of the property described in **Exhibit 2**, respectfully requests that the City Council of the City of Centennial, Colorado, approve the annexation of the property described in **Exhibit 1**, constituting the Jordan Road Annexation. To that end, the Petitioner does hereby consent to the annexation of said area into the City of Centennial. The Petitioner further consents to this Petition being joined with one or more petition(s) for annexation of property located within the boundaries of the Jordan Road Annexation, or the general vicinity thereof, prior to the official filing of record of this Petition for Annexation with the City Clerk of the City of Centennial, Colorado. The Petitioner specifically waives any statutory right or obligation to provide a specific legal description of the property

described in **Exhibit 1** at the time that this Petition is executed, with the understanding that the annexation map(s) will be completed prior to the date that this Petition is filed of record with the City Clerk, and that said map(s) will contain a written legal description of the boundaries of the area proposed to be annexed.

**PETITIONER:**

**SOUTHEAST METRO STORMWATER AUTHORITY,**  
a political subdivision of the State of Colorado

By: \_\_\_\_\_  
Bart Miller, Chairman

As the Owner of Property Described in **Exhibit 2.**

**Mailing Address:** Southeast Metro Stormwater Authority  
7437 South Fairplay Street  
Centennial, CO 80112

**AFFIDAVIT OF CIRCULATOR**

The undersigned, being of lawful age, who being first fully sworn upon oath, deposes and says that the undersigned was a circulator of the foregoing Petition for Annexation of lands to the City of Centennial, Colorado, and that the signature immediately above this Affidavit was witnessed by affiant and is the true signature of the person whose it purports to be.

By: \_\_\_\_\_  
Circulator

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Affidavit of Circulator was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_.

Witness my hand and official seal.  
My commission expires:

By: \_\_\_\_\_  
Notary Public

[SEAL]

**EXHIBIT 1**

**LEGAL DESCRIPTION OF BOUNDARIES OF AREA TO BE ANNEXED**

JORDAN ROAD ANNEXATION NO. 1:

JORDAN ROAD ANNEXATION NO. 2:

JORDAN ROAD ANNEXATION NO. 3:

[legal description(s) of Jordan Road Annexation to be completed by City Surveyor]

**Note: in accordance with Section 31-12-107(1)(d), C.R.S., four (4) copies of the annexation map accompany this Petition.**

## **EXHIBIT 2**

### **LEGAL DESCRIPTION OF LAND OWNED BY PETITIONER**

Lot 1, Block 1, and Tract A,  
SEMSWA Office Building Subdivision,  
County of Arapahoe,  
State of Colorado.

*Per plat thereof recorded on February 3, 2014, at Reception No. D4008274 in the real property records of Arapahoe County, Colorado.*

AIN: 2073-30-4-21-001 and -002

Lot 1 consists of 3.157 acres, more or less.

Tract A consists of 9.21 acres, more or less.



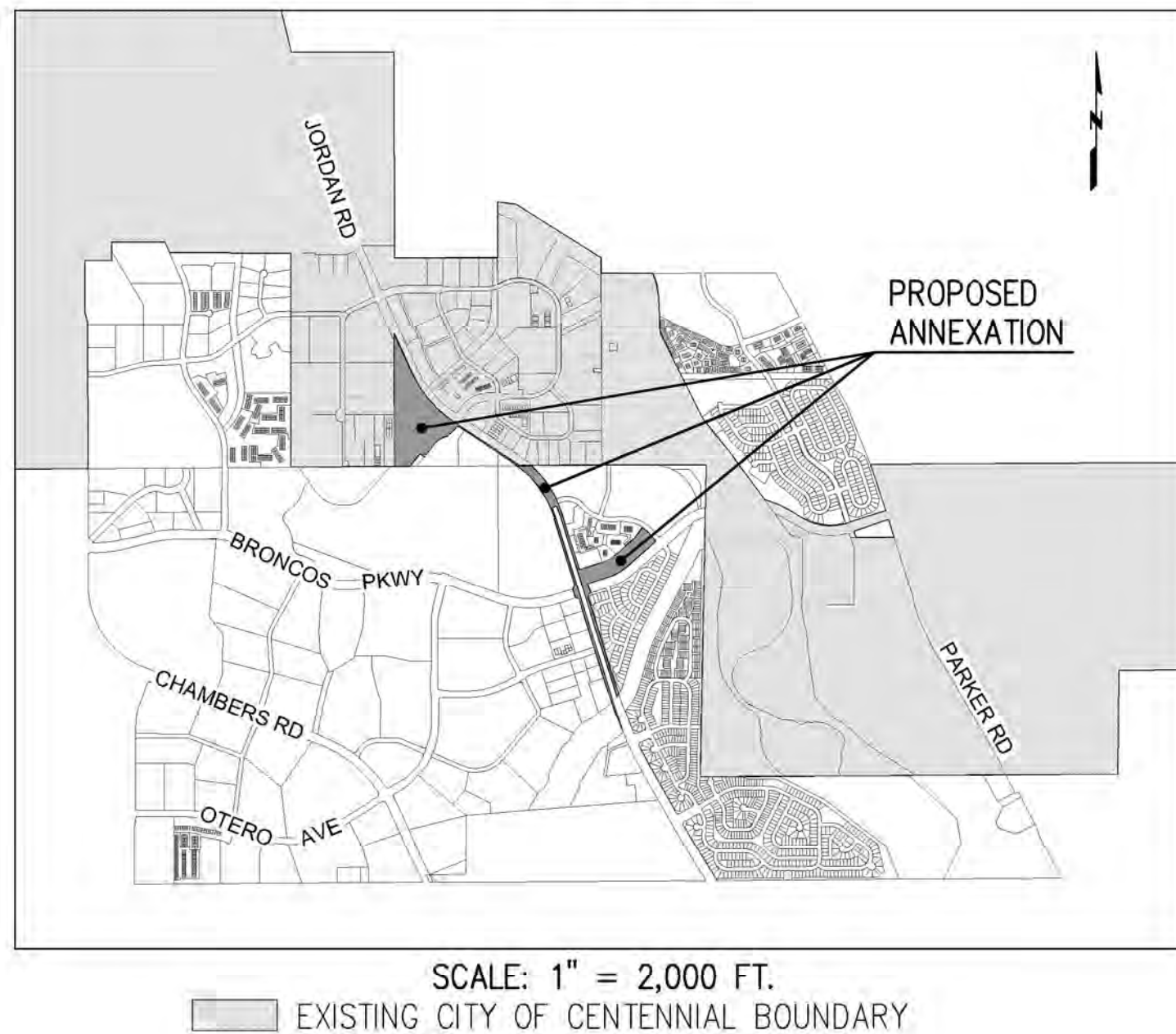
# JORDAN ROAD ANNEXATION NO. 1

## TO THE

### CITY OF CENTENNIAL

LYING IN THE SOUTHEAST 1/4 OF SECTION 30, THE SOUTHWEST 1/4 OF SECTION 29,  
THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 32,  
TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO.

VICINITY MAP



#### ANNEXATION CALCULATIONS

(BASED ON GIS PARCEL DATA)

TOTAL PERIMETER:	20,842 FEET +/-
CONTIGUOUS PERIMETER:	4,223 FEET +/-
REQUIRED CONTIGUITY (1/6):	3,474 FEET +/-
TOTAL AREA TO BE ANNEXED:	25.21 ACRES +/-

#### NOTES:

1) THIS ANNEXATION MAP DOES NOT CONSTITUTE A TITLE SEARCH BY FARNSWORTH GROUP, INC. TO DETERMINE OWNERSHIP OF RECORD. FOR ALL INFORMATION REGARDING RIGHTS-OF-WAY, AND TITLE OF RECORD, FARNSWORTH GROUP, INC. RELIED UPON THE PUBLIC RECORDS OF THE ASSESSOR'S OFFICE OF ARAPAHOE COUNTY AND INFORMATION PROVIDED BY THE CITY OF CENTENNIAL. THIS ANNEXATION MAP DOES NOT ADDRESS EASEMENTS.

2) THIS MAP DOES NOT CONSTITUTE A LAND SURVEY PLAT OR MONUMENTED LAND SURVEY.

3) THE ANNEXATION PARCEL DESCRIBED HEREIN IS TWENTY PERCENT (20%) CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF CENTENNIAL.

#### OWNERSHIP TABLE

PARCEL	ASSESSOR'S PARCEL NUMBER	OWNER (AS OF AUGUST 1, 2015)
PARCEL ONE BLOCK 1 LOT 1 AND TRACT A OF SEMSWA OFFICE BUILDING SUBDIVISION	2073-30-4-21-001 2073-30-4-21-002	SOUTHEAST METRO STORMWATER AUTHORITY 7437 S. FAIRPLAY STREET CENTENNIAL, CO 80112
PARCEL TWO LOTS 1, 2, 3, 4, AND 5 OF SOUTHCREEK SUBDIVISION FILING NO. 8	2073-32-2-33-001 2073-32-2-33-002 2073-32-2-33-003 2073-32-2-33-004 2073-32-2-33-005	SOUTHCREEK INVESTORS, LLC 5750 DTC PARKWAY, SUITE 210 GREENWOOD VILLAGE, CO 80111
PORTIONS OF JORDAN ROAD, SOUTH FAIRPLAY STREET AND E. BRONCOS PKWY RIGHTS-OF-WAY, AS SHOWN ON MAP AND/OR INCLUDED IN ANNEXATION DESCRIPTION	N/A	ARAPAHOE COUNTY 6924 S. LIMA STREET CENTENNIAL, CO 80112

#### LEGEND

- PROPOSED ANNEXATION BOUNDARY
- BOUNDARY CONTIGUOUS WITH EXISTING CITY BOUNDARY

058	PLATED LOT NUMBER
057	PLATED BLOCK NUMBER
056	ASSESSORS PARCEL NUMBER

#### ANNEXATION PARCEL DESCRIPTION:

##### PARCEL ONE:

LOT 1, BLOCK 1, TRACT A AND THE DEDICATED RIGHT-OF-WAY PARCEL(S) FOR SOUTH FAIRPLAY STREET, SEMSWA OFFICE BUILDING SUBDIVISION, AS PER THE PLAT THERE OF RECORDED FEBRUARY 3, 2014 AT RECEPTION NO. D4008274, COUNTY OF ARAPAHOE, STATE OF COLORADO,

##### TOGETHER WITH:

THAT PORTION OF SOUTH FAIRPLAY STREET DESCRIBED IN THAT DOCUMENT RECORDED AT RECEPTION NO. D3150607, COUNTY OF ARAPAHOE, STATE OF COLORADO;

##### PARCEL TWO:

LOT 1, LOT 2, LOT 3, LOT 4, AND LOT 5 OF BLOCK 1, SOUTHCREEK SUBDIVISION FILING NO. 8, AS PER THE PLAT THEREOF RECORDED MARCH 3, 2010 AT RECEPTION NO. D0020608, COUNTY OF ARAPAHOE, STATE OF COLORADO

##### TOGETHER WITH THE FOLLOWING PORTIONS OF STREETS OR RIGHTS-OF-WAY:

- THOSE PORTIONS OF SOUTH JORDAN ROAD DESCRIBED IN THE FOLLOWING DOCUMENTS:
  - RECEPTION NO. B1063429;
  - RECEPTION NO. B2047596;
  - RECEPTION NO. B2162846;
  - RECEPTION NO. B2162847;
  - RECEPTION NO. B2162848;
  - RECEPTION NO. B2162849;
- THAT PORTION OF SOUTH JORDAN ROAD DEDICATED BY THE PLAT OF SOUTHCREEK SUBDIVISION FILING NO. 3, RECORDED JUNE 1, 2000 AT RECEPTION NO. B0065053;
- THAT PORTION OF SOUTH JORDAN ROAD FROM THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST, TO THE SOUTH LINE OF EAST JAMISON DRIVE;

##### TOGETHER WITH:

- THAT PORTION OF EAST BRONCOS PARKWAY ADJOINING SOUTH JORDAN ROAD BETWEEN PARCELS DESCRIBED AT RECEPTION NO. B2162846 AND RECEPTION NO. B1063429;
- THAT PORTION OF EAST BRONCOS PARKWAY ADJOINING SOUTH JORDAN ROAD BETWEEN PARCELS DESCRIBED AT RECEPTION NO. S B2162847 AND RECEPTION NO. B2162844, COUNTY OF ARAPAHOE, STATE OF COLORADO.

#### SURVEYOR'S CERTIFICATE:

I, DAVID C. DIFULVIO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON IS A GRAPHICAL REPRESENTATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT GREATER THAN ONE SIXTH (1/6) OF THE ANNEXATION BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF CENTENNIAL.

FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.  
DAVID C. DIFULVIO, P.L.S. NO. 16401

#### CITY OF CENTENNIAL APPROVALS:

CITY MAYOR \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL ORDINANCE NO. \_\_\_\_\_ DATE: \_\_\_\_\_

CITY CLERK \_\_\_\_\_ DATE: \_\_\_\_\_

#### FILING CERTIFICATION

THIS MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT \_\_\_\_\_ (A.M./P.M.) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_\_ IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, RECEPTION NO. \_\_\_\_\_

COUNTY CLERK AND RECORDER

BY \_\_\_\_\_  
DEPUTY

**Farnsworth**  
GROUP  
5613 DTC PARKWAY, SUITE 1100  
GREENWOOD VILLAGE, CO 80111  
(303) 692-8838 / (303) 692-0470 Fax

Date:  
08/13/2015

Project No.:  
0140102

SHEET 1 OF 2



LYING IN THE SOUTHEAST 1/4 OF SECTION 30, THE SOUTHWEST 1/4 OF SECTION 29,  
THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 32,  
TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO.



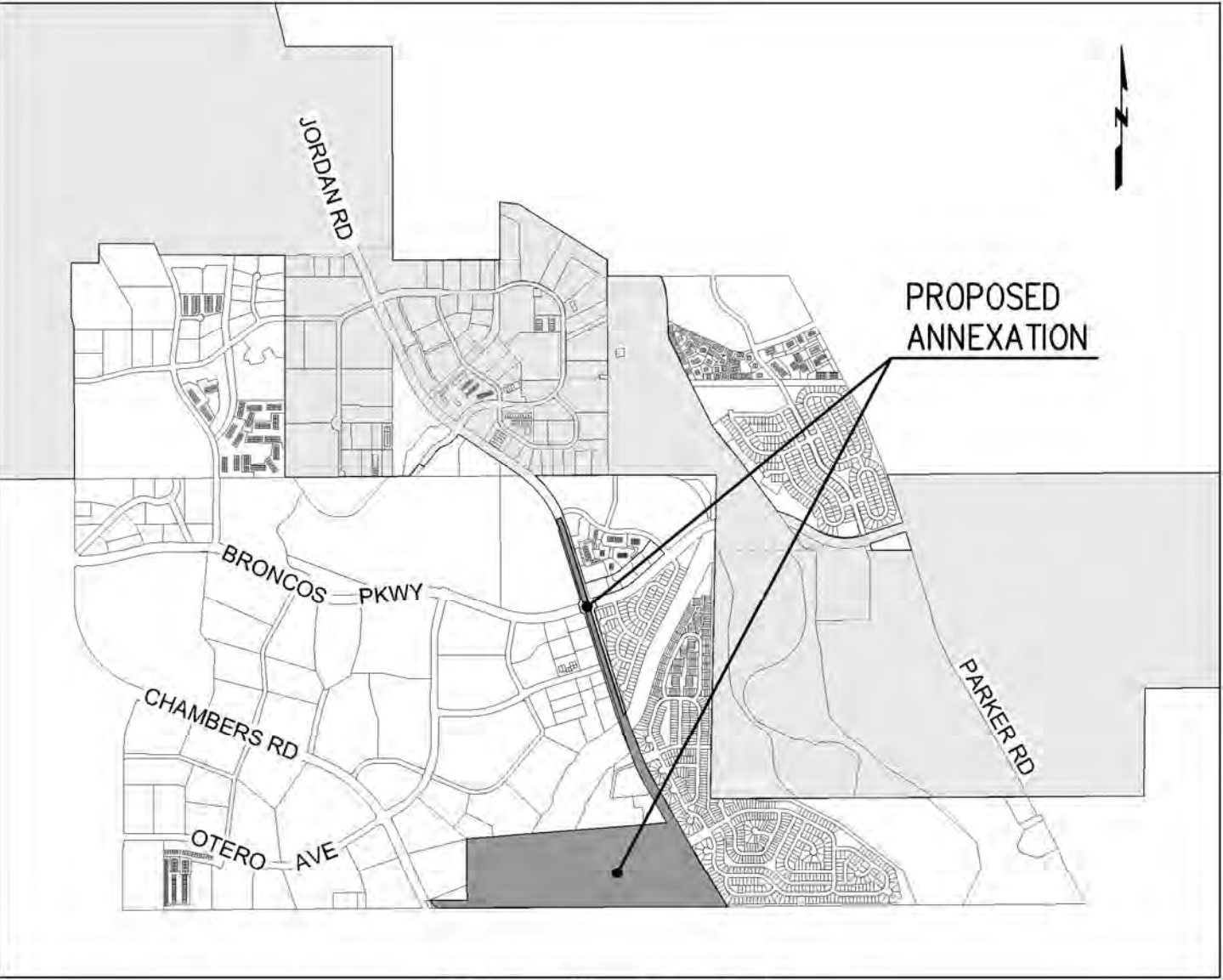
- 
- Diagram illustrating the components of a vertical metal plate:
- 44 — PLATED LOT NUMBER
  - 45 — PLATED BLOCK NUMBER
  - 46 — ASSESSORS PARCEL NUMBER
  - 47 — (Unlabeled slot)
  - 48 — (Unlabeled slot)



JORDAN ROAD ANNEXATION NO. 2  
TO THE  
CITY OF CENTENNIAL

LYING IN THE NORTHWEST 1/4, THE SOUTHWEST 1/4  
AND THE SOUTHEAST 1/4 OF SECTION 32, AND THE SOUTHEAST 1/4 OF SECTION 31  
TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO.

VICINITY MAP



SCALE: 1" = 2,000 FT.

EXISTING CITY OF CENTENNIAL BOUNDARY

ANNEXATION CALCULATIONS

(BASED ON GIS PARCEL DATA)

TOTAL PERIMETER:	16,654 FEET +/-
CONTIGUOUS BOUNDARY:	5,600 FEET +/-
REQUIRED CONTIGUITY (1/6):	2,776 FEET +/-
TOTAL AREA TO BE ANNEXED:	71.59 ACRES +/-

OWNERSHIP TABLE

PARCEL	ASSESSOR'S PARCEL NUMBER	OWNER (AS OF AUGUST 1, 2015)
PARCEL ONE (REC. NO. B4169343)	2073-32-3-00-008	JORDAN ROAD PROPERTIES, LLC 7400 E. CRESTLINE CIR., #150 GREENWOOD VILLAGE, CO 80111
PORTIONS OF JORDAN ROAD	N/A	ARAPAHOE COUNTY 6924 S. LIMA STREET CENTENNIAL, CO 80112

LEGEND

PROPOSED ANNEXATION BOUNDARY  
BOUNDARY CONTIGUOUS WITH EXISTING CITY BOUNDARY

PLATED LOT NUMBER  
PLATED BLOCK NUMBER  
ASSESSORS PARCEL NUMBER



ANNEXATION PARCEL DESCRIPTION:

PARCEL ONE:

THAT PARCEL OF LAND AS DESCRIBED IN QUIT CLAIM DEED RECORDED SEPTEMBER 24, 2004 AT RECEPTION NO. B4169343, COUNTY OF ARAPAHOE, STATE OF COLORADO,

TOGETHER WITH THE FOLLOWING PORTIONS OF STREETS OR RIGHTS-OF-WAY:

THOSE PORTIONS OF SOUTH JORDAN ROAD DESCRIBED IN THE FOLLOWING DOCUMENTS:  
• RECEPTION NO. B1224923;  
• RECEPTION NO. B2162845;  
• THAT PORTION IN UNINCORPORATED ARAPAHOE COUNTY AS OF AUGUST 1, 2015, FROM THE SOUTH LINE OF EAST JAMISON DRIVE TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST, ALSO BEING SOUTH LINE OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

NOTES:

- THIS ANNEXATION MAP DOES NOT CONSTITUTE A TITLE SEARCH BY FARNSWORTH GROUP, INC. TO DETERMINE OWNERSHIP OF RECORD. FOR ALL INFORMATION REGARDING RIGHTS-OF-WAY, AND TITLE OF RECORD, FARNSWORTH GROUP, INC. RELIED UPON THE PUBLIC RECORDS OF THE ASSESSOR'S OFFICE OF ARAPAHOE COUNTY AND INFORMATION PROVIDED BY THE CITY OF CENTENNIAL. THIS ANNEXATION MAP DOES NOT ADDRESS EASEMENTS.
- THIS MAP DOES NOT CONSTITUTE A LAND SURVEY PLAT OR MONUMENTED LAND SURVEY.
- THE ANNEXATION PARCEL DESCRIBED HEREIN IS TWENTY PERCENT (34%) CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF CENTENNIAL.

SURVEYOR'S CERTIFICATE:

I, DAVID C. DIFULVIO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON IS A GRAPHICAL REPRESENTATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT GREATER THAN ONE SIXTH (1/6) OF THE ANNEXATION BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF CENTENNIAL.

FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.  
DAVID C. DIFULVIO, P.L.S. NO. 16401

CITY OF CENTENNIAL APPROVALS:

CITY MAYOR \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL ORDINANCE NO. \_\_\_\_\_ DATE: \_\_\_\_\_

CITY CLERK \_\_\_\_\_ DATE: \_\_\_\_\_

FILING CERTIFICATION

THIS MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT \_\_\_\_\_ (A.M./P.M.) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_\_ IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, RECEPTION NO. \_\_\_\_\_

COUNTY CLERK AND RECORDER

BY \_\_\_\_\_  
DEPUTY

Farnsworth  
GROUP  
5613 DTC PARKWAY, SUITE 1100  
GREENWOOD VILLAGE, CO 80111  
(303) 692-8638 / (303) 692-0470 Fax

Date:  
08/13/2015  
Project No.:  
0140102  
SHEET 1 OF 2



LYING IN THE NORTHWEST 1/4, THE SOUTHWEST 1/4  
AND THE SOUTHEAST 1/4 OF SECTION 32, AND THE SOUTHEAST 1/4 OF SECTION 31  
TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO.



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- Diagram illustrating the relationship between lot numbers and the Assessor's Parcel Number (APN) components:
- 058 — PLATED LOT NUMBER
  - 057 — PLATED BLOCK NUMBER
  - 056 — ASSESSORS PARCEL NUMBER

ATTACHMENT B

**MEMORANDUM OF UNDERSTANDING REGARDING  
JORDAN ROAD ANNEXATION NO. 1  
SEMSWA HEADQUARTERS (7437 SOUTH FAIRPLAY STREET)**

THIS MEMORANDUM OF UNDERSTANDING REGARDING JORDAN ROAD ANNEXATION NO. 1 (the "Agreement") is made and entered into by and between the SOUTHEAST METRO STORM WATER AUTHORITY, a quasi-municipal corporation and political subdivision of the State of Colorado ("SEMSWA") and the CITY OF CENTENNIAL, a Colorado home rule municipality ("Centennial") which entities are jointly referred to as "the Parties."

**WITNESSETH**

WHEREAS, SEMSWA and Centennial are authorized by § 29-1-203, C.R.S. as amended, to enter into contracts or agreements to provide any function or service lawfully authorized to each of the Parties; and

WHEREAS, Centennial has requested that SEMSWA petition Centennial to annex the SEMSWA office building located at 7437 South Fairplay Street into the boundaries of Centennial (the "Subject Property"); and

WHEREAS, the Subject Property is legally described as:

Lot 1, Block 1, and Tract A,  
SEMSWA Office Building Subdivision,  
County of Arapahoe,  
State of Colorado

pursuant to the plat thereof recorded on February 3, 2014, at Reception No. D4008274 in the real property records of Arapahoe County, Colorado; and

WHEREAS, the Subject Property consists of a total of 12.37 acres, more or less; and

WHEREAS, the annexation of the Subject Property to Centennial, together with other associated rights-of-way and other properties detailed with specificity in the relevant annexation maps, will not have any adverse impact on SEMSWA or the Subject Property.

WHEREAS, SEMSWA desires to petition Centennial to annex the Subject Property provided that Centennial agree to certain terms and conditions associated with the annexation, as more specifically set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, which the Parties agree is sufficient, it is hereby agreed that:

1. SEMSWA agrees to schedule consideration of the petition for annexation regarding the Subject Property to Centennial (the "Petition") at its August 2015 Board of Directors meeting, currently scheduled for Wednesday, August 26, 2015. If the Petition is approved by the

SEMSWA Board, SEMSWA staff shall cause the executed Petition to be delivered to Centennial on or before the close of business on Monday, August 31, 2015.

2. Centennial agrees to waive any and all fees or costs associated with the annexation of the Subject Property to Centennial.

3. On and after the Effective Date of this Agreement, Centennial shall accept SEMSWA's existing security fence as installed in its current location including two (2) motorized vehicular gates and one (1) pedestrian gate (the "Security Fence"). Centennial shall not require any site plan submittal or similar development order as that term is defined in Centennial's Land Development Code in order to permit the Security Fence. SEMSWA shall be required to apply for any electrical permit(s) deemed necessary by the Community Development Director prior to installing electrical lines and motors in order to make the Security Fence gates operable. Centennial agrees to expedite the review and processing of any necessary permit(s).

4. On and after the Effective Date of this Agreement, Centennial shall be deemed to have granted final acceptance of that portion of South Fairplay Street that abuts the southern boundary of the Subject Property and as is specifically shown in the annexation map for the Jordan Road Annexation No. 1, including all appurtenant curb gutter and sidewalk located within said right-of-way (the "South Fairplay Street ROW"). On and after the Effective Date of this Agreement any and all maintenance obligations related to the South Fairplay Street ROW shall be the responsibility of Centennial and SEMSWA shall be released from any warranty obligations related to the South Fairplay Street ROW.

5. This Agreement shall commence on the date that the Centennial Ordinance annexing the Subject Property becomes effective and that Centennial has complied with the annexation filing requirements of C.R.S. § 31-12-113(2) (the "Effective Date") and shall remain in effect for a period of six (6) months from the date of such Effective Date (the "Termination Date"). Centennial's obligations set forth in Paragraphs 3 and 4 above shall survive termination.

6. This Agreement shall remain in effect through and including the Termination Date unless earlier terminated by mutual written consent of the Parties.

7. General Provisions.

- a. This Agreement contains all of the terms agreed upon by Centennial and SEMSWA. Any amendments or modifications to this Agreement shall be in writing executed by the Parties in order to be valid and binding.
- b. No Party to this Agreement shall assign or transfer any of its rights, duties or obligations hereunder without prior written consent of the other Party.
- c. The Parties agree and acknowledge that this Agreement may be enforced in law or in equity subject to the provisions of the laws of the State of Colorado.
- d. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended

to, and shall not be deemed to confer rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of Centennial or SEMSWA.

- e. This Agreement constitutes the entire Agreement of the Parties hereto. The Parties agree that there have been no representations made other than those contained herein, that this Agreement constitutes their entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding Regarding Jordan Road Annexation No. 1 as of the day and year below written.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

**SOUTHEAST METRO STORMWATER  
AUTHORITY**, a quasi-municipal corporation  
and political subdivision of the State of  
Colorado

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Chairperson

Date: \_\_\_\_\_, 2015

ATTEST:

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Secretary

APPROVED AS TO FORM:

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Edward J. Krisor, Attorney for Southeast  
Metro Stormwater Authority

**CITY OF CENTENNIAL,**  
a Colorado home rule municipality

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John Danielson, City Manager, pursuant to  
authority set forth in Section 2-2-130(c)(1) of  
the Centennial Municipal Code

Date: \_\_\_\_\_, 2015

ATTEST:

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Barb Setterlind, City Clerk

APPROVED AS TO FORM:

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Marcus A. McAskin, Deputy City Attorney