

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

RESOLUTION 24-21

Authorization to Convey by Special Warranty Deed, Permanent Easement Agreement,
and Temporary Easement Agreement Real Property Involving the Construction of a
Roundabout in Arapahoe County

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

WHEREAS, Rome Gulch, tributary to Unnamed Creek, is a regional stormwater conveyance channel adjacent to S. Tempe St., on a parcel known as Tract D8 Copperleaf 2nd Flg Ex M/R's, which is further depicted in Exhibit A; and

WHEREAS, Tract D8 Copperleaf 2nd Flg Ex M/R's, County of Arapahoe, State of Colorado ("Property") is owned by SEMSWA and was recently acquired from the East Cherry Creek Valley Water and Sanitary District (ECCV); and

WHEREAS, Arapahoe County wishes to construct a roundabout at the intersection of S. Tempe St. and the future E. Belleview Ave.; and

WHEREAS, Arapahoe County has requested SEMSWA grant a permanent easement, a temporary easement, as well as fee title through a special warranty deed over real property owned by SEMSWA which will enable Arapahoe County to construct and maintain the proposed roundabout effectively and efficiently; and

WHEREAS, SEMSWA has reviewed the project documents and there will be no negative impacts to the regional stormwater facilities; and

WHEREAS, if improvements are proposed in the future SEMSWA will be given the opportunity to review and approve those improvements for compliance and impact; 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 convey by special warranty deed, permanent easement, and temporary easement the real property necessary to construct the roundabout at the intersection of S. Tempe St. and the future E. Belleview Ave.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board authorizes the Executive Director to convey to Arapahoe County by special warranty deed, permanent easement, and temporary easement a portion of Tract D8 Copperleaf 2nd Flg Ex M/R's, County of Arapahoe, State of Colorado to construct the roundabout at the intersection of S. Tempe St. and the future E. Bellevue Ave. which documents are attached hereto as Exhibit B, Exhibit C, and Exhibit D.

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

Date: July 17, 2024

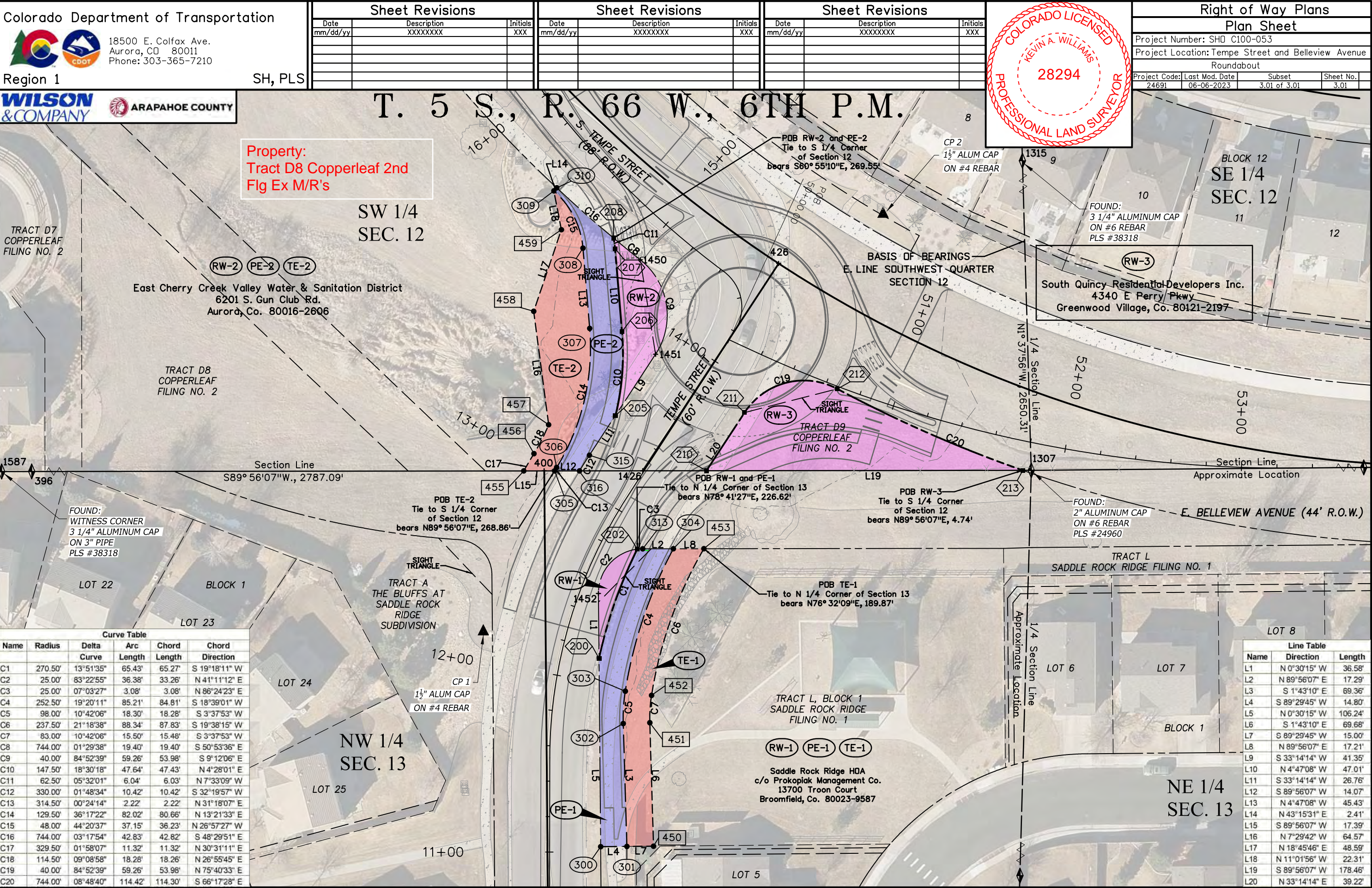
ATTEST:

Secretary

Chairperson

APPROVED AS TO FORM:
Attorney for
Southeast Metro Stormwater Authority

By _____
Edward J. Krisor



SPECIAL WARRANTY DEED

THIS DEED is made this ____ day of _____, 2024, between **Southeast Metro Stormwater Authority, a political subdivision and a public corporation of the State of Colorado**, the “Grantors”, whose address is 7437 S. Fairplay St., Centennial, CO 80112, County of Arapahoe, State of Colorado and **ARAPAHOE COUNTY, COLORADO**, a political subdivision of the State of Colorado (“Grantee”), whose street address is 5334 South Prince Street, Littleton, Colorado 80120.

WITNESS, that Grantor, for and in consideration of the payment of Ten (\$10) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm **in fee simple** unto Grantee, its heirs and assigns forever, all real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and the State of Colorado, described as:

See attached Exhibit “A”

Said property is conveyed for road purposes, and except to the extent necessary for subjacent and/or lateral support of roadways or other improvements made to the land, all oil and gas and other minerals rights associated with the property, are excepted from and not included in this conveyance.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; subject to all existing easements and rights-of-way in place or of record, and any restrictions, liens, encumbrances, reservations, or exceptions of record.

The Grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantee, its heirs and assigns, against all and every such person or persons lawfully claiming the whole or any part thereof, by, through or under the Grantor. , As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

GRANTOR:

Southeast Metro Stormwater Authority, a political subdivision and a public corporation of the State of Colorado

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024,
by _____ as _____ for Southeast Metro
Stormwater Authority, a political subdivision and a public corporation of the
State of Colorado as grantor.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT "A"

PROJECT NUMBER: SHO C100-053

PARCEL NUMBER: RW-2

PROJECT CODE: 24691

DATE: Sunday, June 4, 2023

DESCRIPTION

A tract or parcel of land No. RW-2 of the Arapahoe County Public Works Department, State of Colorado Project No. SHO C100-053 containing 1611 sq. ft. (0.037 acres), more or less, being a portion of Tract D8 of Copperleaf Filing No. 2, as recorded in Book 325 at Page 14, Reception Number B6106703 (July 25, 2006) in the Arapahoe County Clerk and Records office, also being in the Southwest Quarter of Section 12, Township 5 South, Range 66 West, of the 6TH Principal Meridian, in Arapahoe County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at the South Quarter corner of said Section 12, Thence S89°56'07"W, along the south line said Southwest Quarter of Section 12, a distance of 235.42 feet, Thence N00°03'53"W, perpendicular to said south line, a distance of 131.28 feet to a point on the south Right of Way line of Tempe Street, said point also being the TRUE POINT OF BEGINNING;

1. Thence on the arc of a curve to the left, a radius of 744.00 feet, a central angle of 01°29'38", a distance of 19.40 feet, (a chord bearing S50°53'36"E, a distance of 19.40 feet);
2. Thence on the arc of a curve to the right, a radius of 40.00 feet, a central angle of 84°52'39", a distance of 59.26 feet, (a chord bearing S09°12'06"E, a distance of 53.98 feet);
3. Thence S33°14'14"W, a distance of 41.35 feet;
4. Thence on the arc of a curve to the left, a radius of 147.50 feet, a central angle of 18°30'18", a distance of 47.64 feet, (a chord bearing N04°28'01"E, a distance of 47.43 feet);
5. Thence N04°47'08"W, a distance of 47.01 feet;
6. Thence on the arc of a curve to the left, a radius of 62.50 feet, a central angle of 05°32'01", a distance of 6.04 feet, (a chord bearing N07°33'09"W, a distance of 6.03 feet), whence the said South Quarter Corner of said Section 13 bears S60°55'10"E, a distance of 269.55 feet;

The above described parcel contains 1611 sq. ft. (0.037 acres), more or less.

The purpose of the above-described tract or parcel of land is for the PERMANENT HIGHWAY WIDENING & ASSOCIATED APPURTENANCES.

Basis of Bearings: Bearings used in the calculations of coordinates are based upon the East Line of the Southwest Quarter of Section 12, Township 5 South, Range 66 West of the 6TH P.M. assumed to bear N01°37'56"W, a distance of 2650.31 feet. Monumented by a 2" Aluminum Cap PLS 24960 on a #6 rebar at the South Quarter Corner and by a 3 1/4" Aluminum Cap PLS 38318 on a #6 rebar at the Center Quarter Corner of said Section 12. The survey data was obtained from a Global Positioning System (GPS) survey based on Rob Daley Land Survey Control Diagram.

Kevin A. Williams, PLS 28294
For and on behalf of
Wilson & Company, Inc.,
Engineers & Architects
990 South Broadway, Suite 220
Denver, CO 80209



PERMANENT EASEMENT AGREEMENT

Project No.: SHO C100-053

Project Code: 24691

Parcel No.: PE-2

For and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged Southeast Metro Stormwater Authority, a political subdivision and a public corporation of the State of Colorado (the "Grantor"), hereby grants, bargains, sells and conveys to the **COUNTY OF ARAPAHOE, COLORADO**, a body corporate and politic duly organized and existing under and by virtue of the laws of the state of Colorado, whose address is 5334 S. Prince Street, Littleton, CO. 80166 (the "Grantee"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to construct or reconstruct, install, operate, use, maintain, repair, replace and/or remove roads and sidewalks; construct and maintain slopes and cuts and fills; to ensure proper support for and drainage from the roadway; to construct or reconstruct, install, operate, use, maintain, repair, replace and/or remove certain utilities, including but not limited to, gas, electric, irrigation, traffic signal, storm drainage facilities such as ditches culverts or pipes, underground telephone lines, and street lights, and appurtenances thereto; certain public signage; and for purposes of snow storage (collectively the "Improvements") as identified in the Project Plans in, on, to, through over, under and across certain parcels of real property located in Arapahoe County, Colorado, as more particularly described in the Exhibit A attached hereto, and incorporated herein by this reference (the "Premises"), pursuant to the following terms and conditions:

1. The Grantee, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, installation, operation, use, maintenance, repair, replacement, and/or removal of the Improvements.
2. The Grantor shall not construct or place any structure or building, streetlights, power pole, yard light, mailbox, or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden, or other landscaping design feature on any part of the Premises, except with the prior consent of the Grantee. Any structure or

building, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or shrub, tree, woody plant, nursery stock, garden, or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or subsequently placed thereon may, except where the Grantee has consented thereto, be removed by the Grantee with the liability for damages arising therefrom.

3. Upon completion of its activities, the Grantee, to the extent practicable, shall restore the Premises, including the surface of the ground and all landscaping, reasonably to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements. Grantor acknowledges that Grantor has reviewed and approved the construction drawings for the Improvements and is satisfied that such plans will not negatively impact the manner or quantity of drainage or run-off. Grantee agrees that any revisions or additions to the Improvements shall not increase the manner or quantity of drainage or runoff so as to cause more damage to public or Grantee's drainage facilities than formerly occurred.
4. The Grantee shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith, including but not limited to, the items placed on the Premises under paragraph 2 hereof. In addition, the Grantee shall have the right, subject to the Grantor's approval, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement, and/or removal of the Improvements as may be reasonably required.
5. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Agreement, the Grantor shall not take any actions, which would impair the lateral or subjacent support for the Improvements.
6. It is expressly acknowledged and agreed that the Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the Grantee herein. In addition, the Grantee shall have the right and authority to grant temporary construction easements or license agreements

to any appropriate local governmental entity or public utility provider for purposes authorized herein with respect to the Improvements.

7. The Grantee agrees that at such time and in the event that the Easement described herein be abandoned by the Grantee and any permitted assignee under paragraph 6 hereof, such Easement shall terminate, and the real property interests represented by such Easement shall revert to the Grantor, their heirs, successors and/or assigns.
8. The Grantor grants, bargains, sells and conveys the Easement subject to all existing easements and rights-of-way in place or of record, and any restrictions, liens, encumbrances, reservations, or exceptions of record.
9. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, and permitted assigns of the Grantor and the Grantee.

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

Southeast Metro Stormwater Authority, a political subdivision and a public corporation of the State of Colorado

By: _____

Title: _____

COUNTY OF _____)

) ss.

STATE OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024 by _____, as _____, for Southeast Metro Stormwater Authority, a political subdivision and a public corporation of the State of Colorado as grantor.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Approved By: _____

Bryan D. Weimer, P.W.L.F., Director, PW&D

Authority Granted by Commissioner Resolution 23-038

EXHIBIT "A"

PROJECT NUMBER: SHO C100-053
PERMANENT EASEMENT NUMBER: PE-2
PROJECT CODE: 24691
DATE: Sunday, June 4, 2023
DESCRIPTION

A Permanent Easement No. PE-2 of the Arapahoe County Public Works Department, State of Colorado Project No. SHO C100-053 containing 2575 sq. ft. (0.059 acres), more or less, being a portion of Tract D8 of Copperleaf Filing No. 2, as recorded in Book 325 at Page 14, Reception Number B6106703 (July 25, 2006) in the Arapahoe County Clerk and Records office, also being in the Southwest Quarter of Section 12, Township 5 South, Range 66 West, of the 6TH Principal Meridian, in Arapahoe County, Colorado, said Permanent Easement being more particularly described as follows:

Commencing at the South Quarter corner of said Section 12, Thence S89°56'07"W, along the south line said Southwest Quarter of Section 12, a distance of 235.42 feet, Thence N00°03'53"W, perpendicular to said south line, a distance of 131.28 feet to a point on the south Right of Way line of Tempe Street, said point also being the TRUE POINT OF BEGINNING;

1. Thence on the arc of a curve to the right, a radius of 62.50 feet, a central angle of 05°32'01", a distance of 6.04 feet, (a chord bearing S07°33'09"E, a distance of 6.03 feet);
2. Thence S04°47'08"E, a distance of 47.01 feet;
3. Thence on the arc of a curve to the right, a radius of 147.50 feet, a central angle of 18°30'18", a distance of 47.64 feet, (a chord bearing S04°28'01"W, a distance of 47.43 feet);
4. Thence S33°14'14"W, a distance of 26.76 feet;
5. Thence on the arc of a curve to the left, a radius of 330.00 feet, a central angle of 01°48'34", a distance of 10.42 feet, (a chord bearing S32°19'57"W, a distance of 10.42 feet);
6. Thence S89°56'07"W, a distance of 14.07 feet;
7. Thence on the arc of a curve to the right, a radius of 314.50 feet, a central angle of 00°24'14", a distance of 2.22 feet, (a chord bearing N31°18'07"E, a distance of 2.22 feet);
8. Thence on the arc of a curve to the left, a radius of 129.50 feet, a central angle of 36°17'22", a distance of 82.02 feet, (a chord bearing N13°21'33"E, a distance of 80.66 feet);
9. Thence N04°47'08"W, a distance of 45.43 feet;
10. Thence on the arc of a curve to the left, a radius of 48.00 feet, a central angle of 44°20'37", a distance of 37.15 feet, (a chord bearing N26°57'27"W, a distance of 36.23 feet);
11. Thence N43°15'31"E, a distance of 2.41 feet;

12. Thence on the arc of a curve to the left, a radius of 744.00 feet, a central angle of $03^{\circ}17'54''$, a distance of 42.83 feet, (a chord bearing $S48^{\circ}29'51''E$, a distance of 42.82 feet), whence the said South Quarter Corner of Section 13 bears $S60^{\circ}55'10''E$, a distance of 269.55 feet;

The above described Permanent Easement contains 2575 sq. ft. (0.059 acres), more or less.

The purpose of the above-described Permanent Easement is for the CONSTRUCTION, USE & MAINTENANCE OF ROADWAY IMPROVEMENTS & ALL RELATED ACTIVITIES.

Basis of Bearings: Bearings used in the calculations of coordinates are based upon the East Line of the Southwest Quarter of Section 12, Township 5 South, Range 66 West of the 6TH P.M. assumed to bear $N01^{\circ}37'56''W$, a distance of 2650.31 feet. Monumented by a 2" Aluminum Cap PLS 24960 on a #6 rebar at the South Quarter Corner and by a 3 1/4" Aluminum Cap PLS 38318 on a #6 rebar at the Center Quarter Corner of said Section 12. The survey data was obtained from a Global Positioning System (GPS) survey based on Rob Daley Land Survey Control Diagram.

Kevin A. Williams, PLS 28294
For and on behalf of
Wilson & Company, Inc.,
Engineers & Architects
990 South Broadway, Suite 220
Denver, CO 80209



TEMPORARY CONSTRUCTION EASEMENT

Project No.: SHO C100-053

Project Code: 24691

Parcel Number: TE-2

This Temporary Construction Easement ("Easement") is granted this _____ day of _____, 2024 by Southeast Metro Stormwater Authority, a political subdivision and a public corporation of the State of Colorado (the "Owner") of certain property needed for the construction of the Tempe Street and Belleview Avenue Roundabout Project (the "Project") to the **County of Arapahoe** (the "County") for use of said property by the County's contractor in the construction of the Project.

In consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby grants to the County a Temporary Construction Easement on, through, over, under, and along a certain parcel of land owned by the Owner, which parcel is described and/or delineated in the attached **Exhibit "A" (the "Temporary Construction Easement Property")**, which is hereby incorporated by reference. The Project includes but is not limited to construction, reconstruction, and relocation of existing improvements along with any other uses incidental to the construction of the Project.

The term of the Easement shall commence after the County has provided 30 days prior written notice to the Owner and shall extend for a period of one year. At the end of the term all rights granted under this Easement are released and the Temporary Construction Easement Property shall be considered free and clear of this Easement.

The Owner warrants that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Temporary Construction Easement Property. The Owner further agrees that in the event the terms of this Easement are violated, that such violation shall immediately be corrected upon receipt of written notice from the County, or the County may elect to correct or eliminate such violation at the Owner's expense. The Owner shall promptly reimburse the County for any expenses incurred by the County in enforcing the terms of this paragraph.

This Easement is granted by the Owner with the understanding that all work performed by the County in connection with this Easement shall be done with care, and except for items in which the Owner is being paid to restore or cure, the surface of the Temporary Construction Easement Property damaged or disturbed during the use of this Easement shall be restored in a reasonably similar manner to its condition immediately preceding the use of this Easement.

During the term hereof, this Temporary Easement runs with the land and the benefits

Authority Granted by Commissioner Resolution 23-038

EXHIBIT "A"

PROJECT NUMBER: SHO C100-053
TEMPORARY EASEMENT NUMBER: TE-2
PROJECT CODE: 24691
DATE: Sunday, June 4, 2023
DESCRIPTION

A Temporary Easement No. TE-2 of the Arapahoe County Public Works Department, State of Colorado Project No. SHO C100-053 containing 3208 sq. ft. (0.074 acres), more or less, being a portion of Tract D8 of Copperleaf Filing No. 2, as recorded in Book 325 at Page 14, Reception Number B6106703 (July 25, 2006) in the Arapahoe County Clerk and Records office, also being in Southwest Quarter of Section 12, Township 5 South, Range 66 West, of the 6TH Principal Meridian, in Arapahoe County, Colorado, said Temporary Easement being more particularly described as follows:

Commencing at a point, whence the said South Quarter Corner of Section 12 bears N89°56'07"E, a distance 268.86 feet, said point also being the TRUE POINT OF BEGINNING;

1. Thence S89°56'07"W, a distance of 17.39 feet;
2. Thence on the arc of a curve to the right, a radius of 329.50 feet, a central angle of 01°58'07", a distance of 11.32 feet, (a chord bearing N30°31'11"E, a distance of 11.32 feet);
3. Thence on the arc of a curve to the left, a radius of 114.50 feet, a central angle of 09°08'58", a distance of 18.28 feet, (a chord bearing N26°55'45"E, a distance of 18.26 feet);
4. Thence N07°29'42"W, a distance of 64.57 feet;
5. Thence N18°45'46"E, a distance of 48.59 feet;
6. Thence N11°01'56"W, a distance of 22.31 feet;
7. Thence on the arc of a curve to the right, a radius of 48.00 feet, a central angle of 44°20'37", a distance of 37.15 feet, (a chord bearing S26°57'27"E, a distance of 36.23 feet);
8. Thence S04°47'08"E, a distance of 45.43 feet;
9. Thence on the arc of a curve to the right, a radius of 129.50 feet, a central angle of 36°17'22", a distance of 82.02 feet, (a chord bearing S13°21'33"W, a distance of 80.66 feet);
10. Thence on the arc of a curve to the left, a radius of 314.50 feet, a central angle of 00°24'14", a distance of 2.22 feet, (a chord bearing S31°18'07"W, a distance of 2.22 feet), whence the said South Quarter Corner of Section 12 bears N89°56'07"E, a distance of 268.86 feet;

The above described Temporary Easement contains 3208 sq. ft. (0.074 acres), more or less.

Basis of Bearings: Bearings used in the calculations of coordinates are based upon the East Line of the Southwest Quarter of Section 12, Township 5 South, Range 66 West of the 6TH P.M. assumed to bear N01°37'56"W, a distance of 2650.31 feet. Monumented by a 2" Aluminum Cap PLS 24960 on a #6 rebar at the South Quarter Corner and by a 3 1/4" Aluminum Cap PLS 38318 on a #6 rebar at the Center Quarter Corner of said Section 12. The survey data was obtained from a Global Positioning System (GPS) survey based on Rob Daley Land Survey Control Diagram.

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