

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

RESOLUTION 14-24

Authorization to Accept a Bargain and Sale Deed From West Pershing, LLC

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

WHEREAS, Havana Tributary A to Cottonwood Creek, a regional stormwater conveyance channel, traverses through a parcel known as Tract A, Topgolf Filing No. 1, which is further depicted in Exhibit A; and

WHEREAS, Tract A, Topgolf Filing No. 1, County of Arapahoe, State of Colorado ("Property") is owned by West Pershing, LLC; and

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

WHEREAS, a title commitment and title policy has been purchased by West Pershing, LLC for SEMSWA for an insured value of \$738,681.00; 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 Bargain and Sale Deed to the Property.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board authorizes the acceptance of the Bargain and Sale Deed from West Pershing, LLC to Tract A, Topgolf Filing No. 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

Resolution 14-24  
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CITY OF CENTENNIAL, ARAPAHOE COUNTY, STATE OF COLORADO  
A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH,  
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN

THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS(S) OF THE SUBDIVISION PLAT KNOWN AS TOPGOLF FILING NO. 1, THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL DRAINAGE FACILITIES INSTALLED PURSUANT TO THE SUBDIVISION AGREEMENTS. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO: MAINTAINING THE SPECIFIED STORM WATER DETENTION/ RETENTION VOLUMES, MAINTAINING OUTLET STRUCTURES, FLOW RESTRICTION DEVICES AND FACILITIES NEEDED TO CONVEY FLOW TO SAID BASINS. THE CITY OF CENTENNIAL SHALL HAVE THE RIGHT TO ENTER PROPERTIES TO INSPECT SAID FACILITIES AT ANY TIME. IF THESE FACILITIES ARE NOT PROPERLY MAINTAINED, THE CITY MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE OWNER OF THE PROPERTY.

EMERGENCY ACCESS IS GRANTED HERewith OVER AND ACROSS ALL PAVED AREAS FOR POLICE, FIRE AND EMERGENCY VEHICLES.

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

IT IS THE POLICY OF THE CITY OF CENTENNIAL THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY MANHARD CONSULTING. THE CITY OF CENTENNIAL REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 31, ARTICLE 23, BUT CANNOT, ON BEHALF OF TOPGOLF USA CENTENNIAL, LLC GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE TOPGOLF USA CENTENNIAL, LLC AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN. IT IS THE POLICY OF THE CITY OF CENTENNIAL THAT APPROVAL OF THE FINAL PLAT AND/OR FINAL DEVELOPMENT PLAN DOES NOT IMPLY APPROVAL OF MANHARD CONSULTING'S DRAINAGE DESIGN.

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNER'S ASSOCIATION OR OTHER ENTITY OTHER THAN THE CITY OF CENTENNIAL IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING, LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE FENCE LINE/PROPERTY LINE AND ANY PAVED ROADWAYS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME OTHER ENTITY OTHER THAN THE CITY OF CENTENNIAL, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

2011. AFTER APPROVAL OF THIS PLAT, ISSUANCE OF DEVELOPMENT ORDERS OR PERMITS SHALL BE SUBJECT TO THE REQUIREMENTS OF SECTION 12-14-207 OF THE 2011 LAND DEVELOPMENT CODE, REQUIRING A PUBLIC IMPROVEMENT AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY AND EXECUTED BY THE CITY MANAGER OR HIS OR HER RESIGNEE. THE PUBLIC IMPROVEMENT AGREEMENT SHALL REQUIRE THE APPLICANT TO SUBMIT FINANCIAL SECURITY FOR THE PROPOSED PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC IMPROVEMENT AGREEMENT AND IN AN AMOUNT AND FOR A SUFFICIENT TERM TO ADEQUATELY ENSURE TIMELY COMPLETION OF THE PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE CITY'S ADOPTED CODES, ORDINANCES, REGULATIONS AND STANDARDS. FINANCIAL SECURITY SHALL BE PROVIDED TO THE CITY PRIOR TO AND AS A CONDITION OF THE ISSUANCE OF A DEVELOPMENT ORDER OR PERMIT.

THE POLICY OF THE CITY REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT SHALL PARTICIPATE IN THE REQUIRED DRAINAGE IMPROVEMENTS AS SET FORTH BELOW:

1. DESIGN AND CONSTRUCT THE LOCAL DRAINAGE SYSTEM AS DEFINED BY THE PHASE III DRAINAGE REPORT AND PLAN.

2. DESIGN AND CONSTRUCT THE CONNECTION OF THE SUBDIVISION DRAINAGE SYSTEM TO A DRAINAGEWAY OF ESTABLISHED CONVEYANCE CAPACITY SUCH AS A MASTER PLANNED OUTFALL STORM SEWER OR MASTER PLANNED MAJOR DRAINAGEWAY. THE CITY WILL REQUIRE THAT THE CONNECTION OF THE MINOR AND MAJOR SYSTEMS PROVIDE CAPACITY TO CONVEY ONLY THOSE FLOWS (INCLUDING OFFSITE FLOWS) LEAVING THE SPECIFIC DEVELOPMENT SITE. TO MINIMIZE OVERALL CAPITAL COSTS, THE CITY ENCOURAGES ADJACENT DEVELOPMENTS TO JOIN DESIGNING AND CONSTRUCTING CONNECTION SYSTEMS. ALSO, THE CITY MAY CHOOSE TO PARTICIPATE WITH A DEVELOPER IN THE DESIGN AND CONSTRUCTION OF THE CONNECTION SYSTEM.

3. EQUITABLE PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF THE MAJOR DRAINAGEWAY SYSTEM THAT SERVES THE DEVELOPMENT AS DEFINED BY ADOPTED MASTER DRAINAGEWAY PLANS (SECTION 3.3.2 OF THE ARAPAHOE DRAINAGE CRITERIA MANUAL) OR AS REQUIRED BY THE CITY AND DESIGNATED IN THE PHASE III DRAINAGE REPORT.

ALL DRAINAGE, DETENTION POND AND STORM SEWER EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAN TO THE BENEFIT OF THE CITY OF CENTENNIAL AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S STORMWATER AND DRAINAGE REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, INCLUDING THOSE RECORDED ON JUNE 5, 1997, AT RECEPTION NUMBER A7066570, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

ALL LOTS ARE SUBJECT TO AND BOUND BY TARIFFS WHICH ARE NOW AND MAY IN THE FUTURE BE FILED WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO RELATING TO STREET LIGHTING IN THIS SITE PLAN, TOGETHER WITH RATES, RULES AND REGULATIONS THEREIN PROVIDED AND SUBJECT TO ALL FUTURE AMENDMENTS AND CHANGES THERETO. THE OWNER OR OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL PAY AS BILLED, A PORTION OF THE COST OF PUBLIC STREET LIGHTING IN THE PLAT IN ACCORDANCE WITH APPLICABLE RATES, RULES AND REGULATIONS, INCLUDING FUTURE AMENDMENTS AND CHANGES ON FILE WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO.

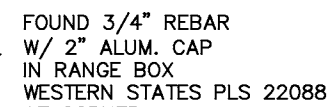
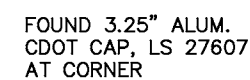
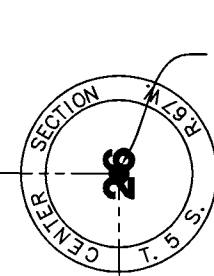
ALL PUBLIC USE EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF THE CITY OF CENTENNIAL AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNER(S) AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE PUBLIC USE EASEMENTS ARE GOVERNED BY THE CITY OF CENTENNIAL'S EASEMENT REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, IF ANY, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COMMUNITY DEVELOPMENT DIRECTOR APPROVAL OF THIS PLAT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

TRACT SUMMARY TABLE				
TRACT	USE	AREA	FUTURE MAINTENANCE	FUTURE OWNER
TRACT A	OPEN SPACE/DRAINAGE	6.621 ACRES	SEMSWA	SEMSWA
TOTAL		6.621 ACRES		





CITY OF CENTENNIAL, ARAPAHOE COUNTY, STATE OF COLORADO  
A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH,  
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN



SEA

PROJ. MGR.: JMR  
PROJ. ASSOC.: SCT  
DRAWN BY: SCT  
DATE: 03/14/14  
SCALE: 1" = 100'

SHEET

3 OF 3

AMNCECO 130874

**Manhard**  
CONSULTING

4445 South Tucson Way, Suite 190A, Tempe, AZ 85212 ph:303.708.0500 fx:303.708.0400 manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water, & Wastewater Engineers

2442 South Tucson Way, Suite 190-A, Centennial, CO 80112 ph:303.708.0500 fx:303.708.0400 manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers

**BARGAIN AND SALE DEED**

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between 30 WEST PERSHING, LLC, and the SOUTHEAST METRO STORMWATER AUTHORITY, a political subdivision and a public corporation of the State of Colorado, with a legal address of 7437 South Fairplay St., Centennial CO 80112, of the County of Arapahoe, State of Colorado, Grantee;

WITNESSETH, That Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee, and Grantee's successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Arapahoe, State of Colorado, described as follows:

Tract A of the Topgolf Filing No. 1, City of Centennial, Arapahoe County, State of Colorado recorded \_\_\_\_\_, 2014 under Book \_\_\_\_\_, Page \_\_\_\_\_, Map \_\_\_\_\_, Reception No. \_\_\_\_\_.

also known by street and number as: vacant land


TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and 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.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, and Grantee's successors, and assigns forever.

The conveyance evidenced by this Bargain and Sale Deed is AS IS, WHERE IS, and without any representations or warranties of any kind, express or implied.

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

**30 WEST PERSHING, LLC**  
a Missouri limited liability company

By:   
Name: \_\_\_\_\_  
Title: **Michael L. Hirons**  
**Vice President**

STATE OF Missouri )  
 ) ss.  
COUNTY OF JACKSON )

The foregoing instrument was acknowledged before me this 23rd day of September, 2014, by Michael L. Hironis as Vice President of 30 WEST PERSHING, LLC, a Missouri limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

Witness my hand and official seal.

My commission expires: 6/14/2017.

**SARAH E. NEWHAM**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: June 14, 2017  
Commission # 13728582

  
Notary Public