

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

RESOLUTION 20-32

Authorization to Enter into an Agreement Regarding Maintenance Funding Of The Havana Tributary A  
Channel At Arapahoe Corners and to Accept a Non-Exclusive Permanent Floodplain  
And Drainage Easement Agreement

WHEREAS, SEMSWA was formed in part to plan, construct, acquire, operate, and maintain various public drainage and flood control facilities and manage the stormwater quality within its Service Area; and

WHEREAS, Arapahoe Corners Owners Association (ACOA), is the owner of a platted Tract A, Havana Tributary A Channel, Arapahoe Corners Filing No. 2, Arapahoe County, Colorado (Drainage Facility), located at the Arapahoe Corners Shopping Center, and is responsible per the Plat for the maintenance of, and all services related to, the existing Drainage Facility; and

WHEREAS, the ACOA has not performed maintenance on the Drainage Facility and this lack of maintenance has led to significant sedimentation, excess vegetation, and debris collection in the Drainage Facility over time; and

WHEREAS, the sediment, vegetation and debris build-up in the Drainage Facility may put existing public infrastructure at risk for flooding; and

WHEREAS, a project (Maintenance Project) is needed to maintain the Drainage Facility, including the removal of vegetation, debris and sediment, and the construction of an adequate permanent maintenance access; and

WHEREAS, ACOA desires to participate with SEMSWA in the Maintenance Project by cost sharing with SEMSWA, and SEMSWA and ACOA wish to enter into an Agreement Regarding Maintenance Funding Of The Havana Tributary A Channel At Arapahoe Corners which sets forth the respective obligations of both SEMSWA and ACOA regarding the Drainage Facility and Maintenance Project. See Exhibit A attached hereto and incorporated herein by reference cost sharing of; and

WHEREAS, SEMSWA, as part of the Maintenance Project, will also accept a Non-Exclusive Permanent Floodplain And Drainage Easement Agreement between SEMSWA and ACOA resulting in the Drainage Facility becoming a public facility which SEMSWA will maintain. See Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, SEMSWA will accept long-term maintenance responsibility for this Drainage Facility through the recorded Non-Exclusive Permanent Floodplain And Drainage Easement Agreement between SEMSWA and the ACOA after the Maintenance Project is completed; and

WHEREAS, SEMSWA will contract for construction services from a contractor (as defined herein) to remove vegetation, sediment and debris build-up within the Drainage Facility located on ACOA property (Maintenance Project); and

WHEREAS, SEMSWA will be responsible for management of the Maintenance Project including the permitting and contractor selection; and

WHEREAS, SEMSWA will utilize a contractor selected from its pre-qualified On-Call Contractor list; and

WHEREAS, the cost of the Maintenance Project, as submitted by SEMSWA's selected On-Call Contractor, L&M Enterprises, Inc., is estimated to be \$208,492.43; and

WHEREAS, the total estimated cost for the Maintenance Project is \$229,341.67 (Total Estimated Cost), which includes a standard contract contingency amount of 10% (\$20,849.24); and

WHEREAS, SEMSWA will fund 40% of the Total Estimated Cost in the amount of \$91,736.67, and ACOA will fund 60% of the Total Estimated Cost representing its portion of the Maintenance Project costs in the amount of \$137,605.00 (ACOA Contribution Amount); and

WHEREAS, SEMSWA agrees to initially fund the entire Total Estimated Cost of the Maintenance Project, and ACOA agrees to reimburse SEMSWA for their portion of the actual cost associated with the Maintenance Project, in an amount not to exceed the ACOA Contribution Amount, no later than thirty (30) days after invoices are received from SEMSWA; and

WHEREAS, ACOA will pay SEMSWA 40% of the ACOA Contribution Amount in 2020, and ACOA agrees to pay the remaining balance of their 20% portion of the Total Estimated Cost at the rate of 25% per year for four years, starting in 2021, with the last payment on or before July of 2024, up to the ACOA Contribution Amount.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes the Executive Director to enter into an Agreement Regarding Maintenance Funding Of The Havana Tributary A Channel At Arapahoe Corners with ACOA and collect ACOA's funds pursuant to that Agreement and to accept a Non-Exclusive Permanent Floodplain And Drainage Easement Agreement from ACOA.
2. The Board authorizes the Executive Director to enter into a contract on behalf of SEMSWA for the construction of the Maintenance Project with L&M Enterprises, Inc.

3. The funding for the Maintenance Project shall not exceed \$230,000 without prior approval of the Board.

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

Date: December 16, 2020

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

APPROVED AS TO FORM:  
Attorney for Southeast Metro Stormwater Authority

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

**AGREEMENT REGARDING CONSTRUCTION FUNDING FOR THE  
MAINTENANCE OF THE CHANNEL AT ARAPAHOE CORNERS**

This AGREEMENT REGARDING MAINTENANCE FUNDING OF THE HAVANA TRIBUTARY A CHANNEL AT ARAPAHOE CORNERS (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the ARAPAHOE CORNERS OWNERS ASSOCIATION, (“ACOA”), and SOUTHEAST METRO STORMWATER AUTHORITY, a political subdivision and a public corporation of the State of Colorado (“SEMSWA”) (individually a “Party” and collectively, the “Parties”).

**RECITALS**

WHEREAS, SEMSWA was formed in part to plan, construct, acquire, operate and maintain various public drainage and flood control facilities and manage the stormwater quality within its boundaries;

WHEREAS, ACOA, is the owner of Tract A Arapahoe Corners Filing No. 2, Arapahoe County, Colorado (Havana Tributary A Channel), located at the Arapahoe Corners Shopping Center (Drainage Facility), and is responsible for the maintenance of, and all services related to, the existing Drainage Facility;

WHEREAS, in accordance with SEMSWA Resolution No. 20-32 and the Non-Exclusive Permanent Floodplain And Drainage Easement Agreement between SEMSWA and ACOA dated December 16, 2020, the Drainage Facility will become a public facility and SEMSWA will assist in maintaining the existing Drainage Facility as shown on Exhibit A attached hereto;

WHEREAS, as part of the maintenance assistance for the Drainage Facility, SEMSWA will contract with a Contractor (as defined herein) to remove sediment and debris build-up within the Drainage Facility located on ACOA property (Maintenance Project);

WHEREAS, the Parties desire to cooperate in the funding and construction of the Maintenance Project as set forth herein; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

1. Definitions and Recitals. Except such terms and words as are defined herein, any other capitalized terms and words used herein shall have the meaning attributed to them as set out in the Agreement. The above Recitals are specifically incorporated herein by reference.

2. Purpose. The purpose of this Agreement is to identify the funding and cost allocation between the Parties for the Maintenance Project and the responsibilities for the completion of the Maintenance Project.

3. Maintenance Project Funding. The scope of work associated with the Maintenance Project is bid as separate construction line items. The cost of the bid line items associated with the Maintenance Project, as submitted by SEMSWA's selected On-Call Contractor, is estimated to be \$208,492.43. The total estimated cost for the Maintenance Project is \$229,341.67 (Total Estimated Cost), which includes a standard contract contingency amount of 10% (\$20,849.24). SEMSWA will fund 40% of the Total Estimated Cost (\$91,736.67), and ACOA will fund 60% of the Total Estimated Cost (\$137,605.00).

4. Reimbursement. ACOA agrees to reimburse SEMSWA for the actual costs associated with the Project, in an amount not to exceed, the Total Estimated Cost ("ACOA Contribution Amount"). The final ACOA Contribution Amount may be less than the Total Estimated Cost and will ultimately be based on the awarded bid and adjustments that may be necessary during actual construction. SEMSWA agrees to initially fund the entire cost of the Maintenance Project and ACOA agrees to reimburse SEMSWA no later than thirty (30) days after invoices are received from SEMSWA. ACOA will pay SEMSWA 40% of the Total Estimated Cost in 2020 (year of construction), and ACOA agrees to pay the remaining balance of the Total Estimated Cost at the rate of 25% per year for four years, starting in 2021, with the last payment on or before July of 2024, up to the ACOA Contribution Amount.

5. Maintenance Project Details. The following provisions regarding maintenance, funding, contract administration and accounting shall apply to the Maintenance Project:

a) Maintenance Project. SEMSWA has awarded a contract to L&M Enterprises ("Contractor"), for maintenance of the Drainage Facility. SEMSWA shall proceed to cause the Maintenance Project to be completed in accordance with the approved as-built plans for the Drainage Facility. All payments to the Contractor shall be subject to withholding for retention and shall be made in accordance with SEMSWA's construction administrator's recommendations. Field orders, which do not result in an exceedance of the ACOA Contribution Amount may be processed by SEMSWA without ACOA's prior approval.

b) Cost of Maintenance Project is greater than ACOA Contribution Amount. If during the course of the Maintenance Project, SEMSWA reasonably determines that the cost of the Maintenance Project will exceed the ACOA Contribution Amount, then SEMSWA will complete the Maintenance Project with no additional funds from ACOA.

(c) Cost of Maintenance Project is less than the ACOA Contribution Amount. Unless otherwise agreed by the Parties, within ninety (90) days of substantial completion of the Project, SEMSWA shall provide ACOA with a final accounting of the total Project costs ("Final Accounting"). For purposes of this Agreement, the Project shall be considered substantially complete upon inspection and conditional acceptance of the Project by SEMSWA and any other requisite governmental authority. In the event that cost of the Maintenance Project is less than the ACOA Contribution Amount, the subsequent payments of 25% of the ACOA Contribution Amount for the years 2020 through 2023 will be re-calculated based on the Final Accounting, and notice provided to

ACOA of the amount due in July of each year, with the final payment paid in full by July 2023.

6. Insurance. Prior to beginning the Project and at all times during the maintenance of the Drainage Facility and the Maintenance Project, SEMSWA shall cause the Contractor to carry, commercial general liability, combined single limit, bodily injury and property damage liability insurance policies (which insurance shall be primary and non-contributing, and shall include the contractual indemnity obligation hereunder) in an amount of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate (collectively, the "**Policies**"). The Policies shall name ACOA as an additional insured. The Policies shall all be written by insurance companies licensed to do business in the State of Colorado and shall have general ratings of at least "A" and a financial rating of at least Class XI. SEMSWA and/or the Contractor shall provide to ACOA up-to-date certificates of such coverage and subsequent renewals or replacements thereof evidencing the above-described insurance (a) prior to the beginning of the Maintenance Project, and (b) before the expiration of any certificates of coverage. Any insurance to be provided hereunder may be affected by a policy or policies of blanket insurance covering additional items, locations and/or insureds.

7. Indemnification. To the extent permitted under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time, SEMSWA hereby agrees to indemnify, defend and hold harmless ACOA from all damage, liabilities and claims for damage to the Drainage Facility or for personal injury arising out of the negligent activities of SEMSWA and/or the Contractor on the Drainage Facility. SEMSWA and the Contractor shall keep the Drainage Facility free and clear of any liens arising from its access to the Drainage Facility and shall indemnify and hold ACOA harmless from all liens related to the Maintenance Project.

8. Miscellaneous.

a) Governing Law and Jurisdiction. This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Colorado, and the Parties agree that the venue and jurisdiction over any claim arising from this Agreement shall lie in the District Court of Arapahoe County.

b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors, assigns, and legal representatives.

c) Third-Party Beneficiary. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain any claim under this Agreement. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

d) Entire Agreement; Amendments. This Agreement, including its exhibits, contains the entire understanding of the Parties with respect to this subject matter. This Agreement supersedes all prior agreements and understandings between the Parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns.

e) Notice and Communications. Any notice pursuant to the terms and conditions of this Agreement shall be in writing and delivered personally, or sent by certified mail, return receipt requested, or sent by a recognized overnight mail or courier services, with delivery receipt requested, to the following addresses (or to such other address as may from time to time be specified in writing by the Parties):

If to the ACOA:

Arapahoe Corners Owners Association  
c/o New West Property Management  
7265 Lupine Street  
Arvada, CO 80007  
Attn: Curtis Westphall

If to SEMSWA:

Paul Danley, Executive Director  
Southeast Metro Stormwater Authority  
7437 S. Fairplay St.  
Centennial, CO 80112

With a copy to:

Edward J. Krisor, Esq.  
3900 South Wadsworth Blvd, Suite 320  
Lakewood, CO 80235

Notices shall be effective when received by the Party to whom addressed.

f) Binding Representative. In regard to change orders, ACOA designates Curtis Westphall or his or her designee as its representative with power to bind ACOA.

g) Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the

event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such litigation, arbitration or other proceeding shall be entitled to obtain as part of its judgment or award its costs and reasonable attorneys' fees.

h) Force Majeure. Wherever there is provided in this Agreement a time limitation for performance by the Parties for any obligations related to construction, the time provided for shall be extended for as long as and to the extent that the delay is due to an act of God, strikes, labor disputes, inability to obtain labor or materials or reasonable substitutes therefor, fire or other casualty and other causes beyond the control of the Parties.

i) Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

j) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which will be legal, valid and enforceable.

k) Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of SEMSWA pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

Made and entered into as of the date and year first above written.

**ARAPAHOE CORNERS OWNERS  
ASSOCIATION**

By: \_\_\_\_\_  
James Johnson, President

**SOUTHEAST METRO STORMWATER  
AUTHORITY**

By: \_\_\_\_\_  
Paul Danley, Executive Director

## STANDARD NOTES

The Owner(s), Developer(s) and/or Subdivider(s) of the final plat known as ARAPAHOE CORNERS FILING NO. 2, their respective successors, heirs and/or assigns agree to the following notes:

**A. STREET MAINTENANCE:** It is mutually understood and agreed that the dedicated roadways shown on this plat/plan will not be maintained by the County until and unless the streets are constructed in accordance with the subdivision regulations in effect at the date construction plans are approved, and provided construction of said roadways is started within one year of the construction plan approval. The owners, developers, and/or subdividers, their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the County accepts the responsibility for maintenance as stated above.

**B. DRAINAGE MAINTENANCE:** The property owner shall be responsible for maintenance for 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. Arapahoe County shall have the right to enter properties to inspect said facilities at any time. If these facilities are not properly maintained, the County may provide necessary maintenance and assess the maintenance cost to the owner of the property.

**C. EMERGENCY ACCESS NOTE:** Emergency access is granted herewith over and across all paved areas for police, fire, and emergency vehicles.

**D. DRIVES, PARKING AREA, AND UTILITY EASEMENTS MAINTENANCE:** The owners of this subdivision, their successors, and/or assigns in interest, the adjacent property owner(s), proposed Property Owner's Association, or other entity other than Arapahoe County, is responsible for maintenance and upkeep of any and all drives, parking areas, and easements i.e. cross access easements, drainage easements, etc.

**E. PRIVATE STREET MAINTENANCE:** It is mutually understood and agreed that the private roadways shown on this plat/plan are not in conformance with Arapahoe County Roadway Design and Construction Standards and will not be maintained by the County until and unless the streets are constructed in conformance with the Subdivision Regulations in effect at the date of the request for dedication. The Owners, Developers, and/or Subdividers, their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the County accepts responsibility for maintenance as stated above.

**F. DRAINAGE LIABILITY:** It is the policy of Arapahoe County that it does not and will not assume liability for the drainage facilities designed and/or certified by Van Dyke Engineering, Inc. Arapahoe County reviews drainage plans pursuant to Colorado Revised Statutes Title 30, Article 28, but cannot, on behalf of Arapahoe Corners, guarantee that final drainage design review will absolve Arapahoe Corners and/or their successors and/or assigns of future liability for improper design. It is the policy of Arapahoe County that approval of the Final Plat and/or Final Development Plan does not imply approval of Van Dyke Engineering, Inc., drainage design.

**G. LANDSCAPE MAINTENANCE:** The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), proposed Property Owner's Association, or other entity other than Arapahoe County 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, proposed Property Owner's Association, or some other entity other than Arapahoe County, agree to the responsibility of maintaining all other open space areas associated with this development.

**H. SIGHT TRIANGLE MAINTENANCE:** The owners of private property containing a Traffic Sight Triangle are prohibited from erecting or growing any obstructions over three feet in height above the elevation of the lowest point on the crown of the adjacent roadway within said triangle.

**I. PUBLIC IMPROVEMENTS NOTE:** After Final Development Plan/Final Plat approval, issuance of the individual building permits will be subject to the following stipulations and/or conditions which the owner agrees to in conjunction with approval of the Final Development Plan and Final Plat. Such building permits will be issued only after the owners guarantee public improvements in a form acceptable to the Board of County Commissioners pursuant to statute.

**J. DRAINAGE MASTER PLAN NOTE:** The policy of the County requires that all new development and redevelopment shall participate in the required drainage improvements as set forth below:

- Design and construct the local drainage system as defined by the Phase III drainage report and plan.
- Design and construct the connection of the subdivision drainage system to a drainage way of established conveyance capacity such as a master planned outfall storm sewer or master planned major drainage way. The County 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 County encourages adjacent developments to join in designing and constructing connection systems. Also, the County may choose to participate with a developer in the design and construction of the connection system.
- Equitable participation in the design and construction of the major drainage way system that serves the development as defined by adopted master drainage way plans (Section 3.3.2 of the Arapahoe Drainage Criteria Manual) or as required by the County and designated in the Phase III Drainage Report.

**K. LAND SURVEY MONUMENTS:** Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory commits a Class Two (2) misdemeanor pursuant to State Statute 18-4-508, of the Colorado Revised Statutes.

## GENERAL NOTES

**BASIS OF BEARINGS:** Bearings hereon reference the Arapahoe County Horizontal Control Network, as defined by information provided by Arapahoe County in November, 1996. The bearings shown on the Final Plat of Arapahoe Corners were rotated 0°14'04" clockwise to match the Arapahoe County Horizontal Control Network. The north line of the NW Quarter of said Section 26 bears N89°31'05"E, and is monumented as shown hereon.

**ACCESS:** No direct access exists, or is proposed, from any lot herein to East Arapahoe Road, South Havana Street or East Briarwood Avenue. The private drives shown hereon are for ingress and egress for the use and benefit of the owners, their guests, invitees, employees, and agents.

**SETBACKS:** Setbacks are as set forth in the 3rd Amendment to the Preliminary Development Plan for Arapahoe Business Park, Filing No. 1 (Case No. 794-006). Setbacks are measured from the most restrictive of (i) lot line, (ii) edge of Tract A (Drainage Channel), or (iii) curb face of street.

**TRACT A AREA:** 36,094 square feet or 0.829 acres. No part of drainage Tract A is part of any lot. Tract A shall be used solely for storm water drainage in all areas within the storm channel boundaries shown.

**APPROXIMATE NET AREAS OF LOTS** (Excluding project street areas from flowline to flowline as shown on the street plans as prepared by Van Dyke Engineering, Inc, and approved by Arapahoe County on September 06, 1996):

Lot 1	37,889 sf	Lot 5	21,685 sf
Lot 2	28,519 sf	Lot 6	16,055 sf
Lot 3	30,359 sf	Lot 7	26,180 sf
Lot 4	64,900 sf	Lot 8	15,653 sf

Note: Lot 4 includes area previously platted as Lot 7, Arapahoe Corners.

**PUBLIC AREA ACCESS:** For purposes of inspection, maintenance and repair, Arapahoe County and the Urban Drainage and Flood Control District shall automatically and without further action, have access to any public area of this platted property and any area owned by the Property Owners Association.

CASE NO. R96-016

## ARAPAHOE CORNERS FILING NO. 2

A REPLAT OF ARAPAHOE CORNERS AND A PART OF VACATED SOUTH HAVANA STREET  
A PART OF THE NW 1/4, SECTION 26, T5S, R67W, 6TH P.M.  
ARAPAHOE COUNTY, COLORADO  
SHEET 1 OF 2

## SPECIFIC NOTES

**A. AIRPORT INFLUENCE AREA NOTE:** To carry out one or more of the following as may be required by the Board of County Commissioners:

- To include said development within a special district for the purpose of participation in the construction of necessary off-site improvements at the time of approval of final development plans.
- To cooperate with other owners of other parcels and/or special districts in off-site roadway improvements as necessitated by the development impacts as may be determined by the Board of Commissioners.
- To complete such other improvements to public roadways brought about or impacted by this development as may be determined by the Board of County Commissioners.
- To participate and cooperate in any transportation management program as specified in the Arapahoe Airport Influence Area Transportation Study if such a program is approved and/or adopted by the Board of County Commissioners.

**B. AIRPORT INFLUENCE AREA NOTE (EASEMENT / HAZARD EASEMENT):** An Aviation and Hazard Easement affecting all property contained within this final plat has been legally executed. Said easement document can be found in Book 8095, Page 54, of the records of the Arapahoe County Clerk and Recorder.

The lands contained within this final plat lie within the Airport Influence Area, an area which is likely to be affected by aircraft operations and their potential noise and/or crash hazards to a greater degree than lands situated outside of the Influence Area.

All lands contained within this final plat shall comply with F.A.R. Part 77, "Height and Obstructions Criteria".

**C. PROPERTY OWNER'S ASSOCIATION:** Maintenance, upkeep, and repair of all project common open areas, streets and common area sidewalks, drainage areas and facilities, project signs and other common facilities, equipment, or items shall be at the expense of the Property Owner's Association. The Property Owner's Association shall own Tract A.

## D. PRIVATE OPEN SPACE

- The private park site as shown on this plat (plan) shall be maintained in perpetuity by the owner(s), proposed Property Owner's Association, and/or entity other than Arapahoe County.
- Building permits will be issued for only one-half of the lots in this subdivision until the landscape and drainage facilities have been installed in accordance with the approved plan.

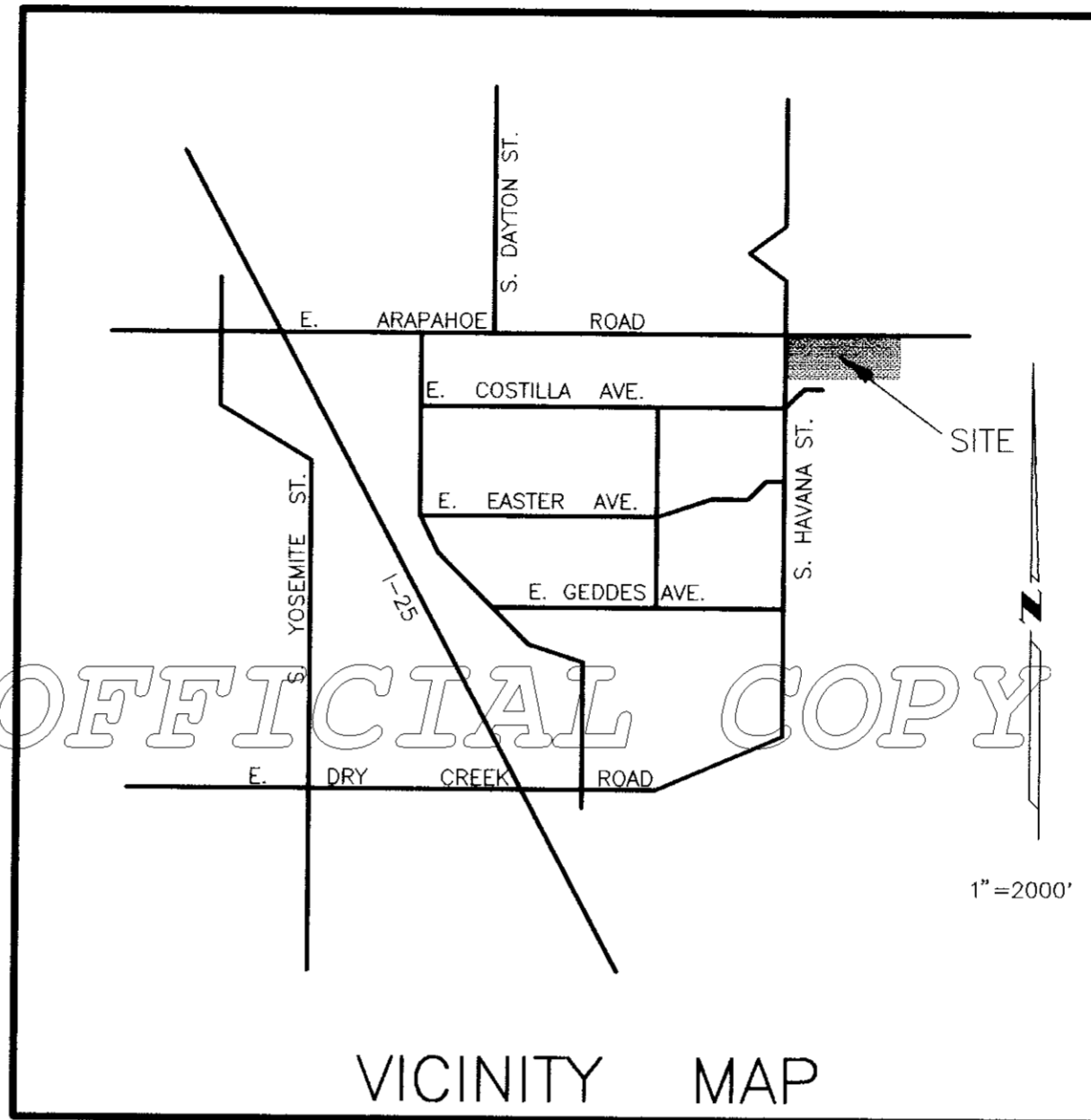
**E. STREET LIGHTING:** All lots are subject to and bound by the tariffs which are now and may be in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules, and regulations therein provided and subject 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 subdivision in accordance to applicable rates, rules, and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

**F. ACCESS CONTROL:** Owner acknowledges that the access points shown on this plat are granted subject to the power of the Board of County Commissioners to regulate, without liability for restriction or loss of access, vehicular access to or from all public roads shown on this plat in order to protect the public health, safety and welfare, to maintain smooth traffic flow, to maintain road right of way drainage, and to protect the functional level of the public roads.

**G. SOURCE OF BOUNDARIES FOR PROPOSED 100 YEAR FLOODPLAIN:** Boundaries of the proposed 100 year floodplain were taken from the Final Plat of Arapahoe Corners, prepared by Van Dyke Engineering, Inc.

## EASEMENT USE, OWNERSHIP, AND MAINTENANCE CHART

Easement	Use	Ownership	Maintenance	
			Landscape	Drainage
Utility (U.E.)	Gas, Cable, Electric, Phone	Public Utility Carriers	Respective Lot Owners (RLO)	RLO
Tie and Slope	Roadway Slopes	Colorado Dept. of Transportation (CDOT)	RLO	RLO
Access	Private drive access, sidewalk, utility	Property Owner Association (POA)	POA, RLO	POA, RLO
Interlot Joint Access	Preserve Joint Access	POA	RLO	RLO
Drainage	Storm flow drainage	POA	RLO	RLO
Tract A (dedeed)	Drainage channel	POA	POA	POA
Water	Water and sanitation lines	Arapahoe Water & Wastewater Authority	RLO	RLO
Private Street	Private Street	POA, RLO	RLO	RLO
Sight Triangle	Height restrictions, traffic signals	Arapahoe County	RLO	RLO
Public Use	Sidewalk construction, maintenance	Arapahoe County	RLO	RLO



## AMENDMENT HISTORY

A Final Plat on this project was previously approved by the Arapahoe County Board of County Commissioners on this project on October 16, 1995, as Case No. 94-024. Subsequent to that date: (i) the Colorado Department of Transportation required the developer to install an expanded right turn / acceleration / deceleration lane from northbound S. Havana Street to eastbound E. Arapahoe Road, and (ii), a lot purchase required the combination of two prior lots into Lot 4 as shown hereon. Although other minor modifications were also made, the above two changes, and related matters, were the main reasons for this replat.

## CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents, that Arapahoe Corners, a partnership, being the Owner, and Guarantee Bank and Trust Company, the Mortgagee and Lienholder of certain lands in Arapahoe County, Colorado, legally described as follows:

Arapahoe Corners, a subdivision recorded at Reception No. A6000384, and a part of vacated South Havana Street, recorded at Book 2399, Page 333, and a part of vacated South Havana Street located in the Northwest quarter of Section 26, Township 5 South, Range 67 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Arapahoe Corners; thence along the boundary of said Arapahoe Corners the following five (5) courses:

- thence along a curve to the left having a radius of 506.96 feet, a central angle 18°38'07" (the chord of which bears S69°01'31"W, 164.16 feet), 164.89 feet to a point of reverse curve;
- thence along said curve to the right having a radius of 418.59 feet, a central angle of 29°56'02", 218.69 feet to a point of tangent;
- thence S89°38'29"W along said tangent, 201.07 feet to a point of curve;
- thence along said curve to the right having a radius of 20.00 feet, a central angle of 90°00'00", 31.42 feet to a point of tangent;
- thence N00°21'31"W along said tangent, 172.06 feet;

thence N00°50'11"E, 23.98 feet;  
thence N00°21'31"W, 278.30 feet to a point of curve;  
thence along said curve to the right having a radius of 79.50 feet, a central angle of 31°37'01", 43.87 feet;  
thence N00°21'31"W, 20.12 feet to a point of curve;  
thence along said curve to the right having a radius of 20.00 feet, a central angle of 89°52'36", 31.37 feet to the South right-of-way line of East Arapahoe Road;  
thence along the boundary of said Arapahoe Corners the following six (6) courses:

- thence N89°31'05"E, 359.29 feet;
- thence S00°21'31"E, 15.00 feet;
- thence N89°31'05"E, 100.00 feet;
- thence N00°21'31"W, 15.00 feet;
- thence N89°31'05"E, 92.05 feet;
- thence S00°21'31"E, 463.67 feet to the Point of Beginning containing 7.267 acres, more or less.

have by these presents laid out, platted and subdivided the same into lots, Tract A and streets, as shown on this plat, under the name and style of ARAPAHOE CORNERS FILING NO. 2, and do hereby dedicate and convey to Arapahoe County, Colorado, for the use of the public, the streets and other public ways and lands shown hereon, and do hereby dedicate to Arapahoe County, Colorado, and appropriate utility companies and emergency assistance entities, the easements as shown hereon for the purposes stated.

Executed this 27th day of January, A.D., 1997.

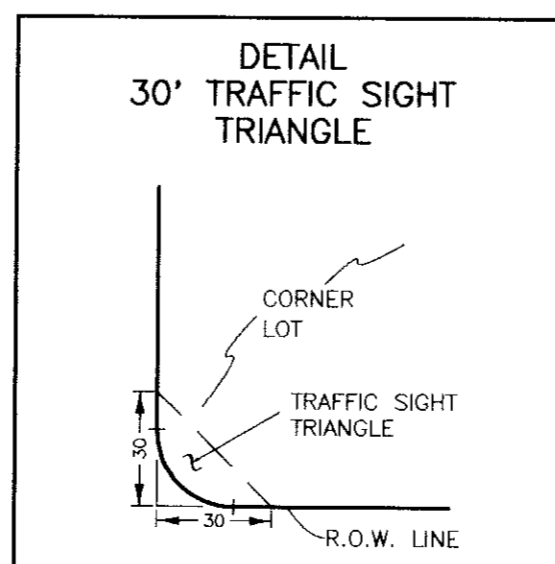


EXHIBIT A

OWNER: ARAPAHOE CORNERS, a Colorado General Partnership

By: David L. Anderson, Partner

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing dedication was acknowledged before me this 27th day of January, A.D., 1997, by David L. Anderson, as Partner, of Arapahoe Corners, a Colorado General Partnership.

Witness my hand and my seal

Notary Public

1530 S. Sable, Aurora, CO 80012

Address

My commission expires 3-7-2000

MORTGAGEE AND LIENHOLDER: GUARANTEE BANK AND TRUST COMPANY

By: David L. Anderson, Partner

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing dedication was acknowledged before me this 27th day of January, A.D., 1997, by David L. Anderson, as Partner, of Arapahoe Corners, a Colorado General Partnership.

Witness my hand and my seal

Notary Public

1530 S. Sable, Aurora, CO 80012

Address

My commission expires 3-7-2000

## BOARD OF COUNTY COMMISSIONER APPROVAL

This plat approved by the Arapahoe County Board of Commissioners, this 13th day of January, A.D., 1997.

Chairman: David L. Anderson

Attest: Donetta Davidson

## SURVEYING CERTIFICATE

I, Jon S. McDaniel, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my supervision in October, 1996, and the monuments shown thereon actually exist and this plat accurately represents said survey.

Registered Land Surveyor: Jon S. McDaniel

## RECORDER'S CERTIFICATE

This plat was filed for record in the office of the County Clerk and Recorder of Arapahoe County at 15:01 (P.M.) on the 27th day of January, A.D., 1997, in Book 134, Page 56-57.

Map, Reception No. A7010335

County Clerk and Recorder: Donetta Davidson

by: Jon S. McDaniel, Deputy

DATE PREPARED DECEMBER, 1996



EMK CONSULTANTS, INC.  
ENGINEERS · SURVEYORS  
7006 SOUTH ALTON WAY, BUILDING F  
ENGLEWOOD, COLORADO 80112-2004  
(303) 694-1520

134-56

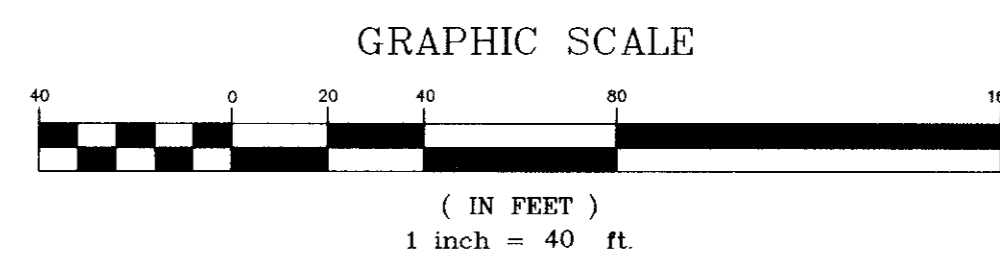
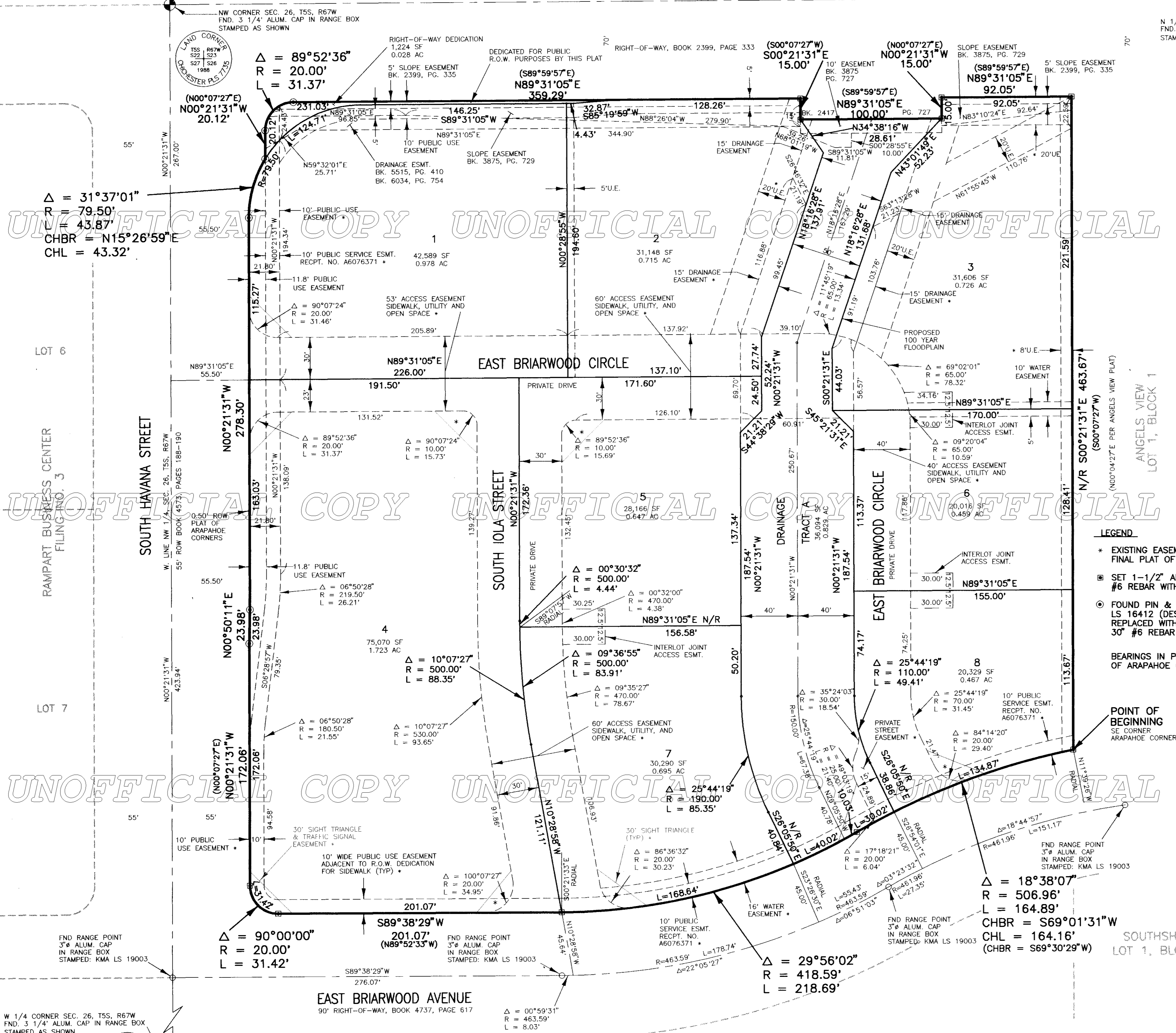
# ARAPAHOE CORNERS FILING NO. 2

A REPLAT OF ARAPAHOE CORNERS AND A PART OF VACATED SOUTH HAVANA STREET  
A PART OF THE NW 1/4, SECTION 26, T5S, R67W, 6TH P.M.  
ARAPAHOE COUNTY, COLORADO  
SHEET 2 OF 2

EAST ARAPAHOE ROAD 130' R.O.W.

N89°31'05"E 2635.62' N LINE NW 1/4, SEC. 26, T5S, R67W

N 1/4 CORNER SEC. 26, T5S, R67W  
FND. 3 1/4" ALUM. CAP IN RANGE BOX  
STAMPED AS SHOWN



- LEGEND**
- \* EXISTING EASEMENT DEDICATED BY FINAL PLAT OF ARAPAHOE CORNERS
  - SET 1-1/2" ALUMINUM CAP ON 30" #6 REBAR WITH CONCRETE COLLAR PLS 12405
  - FOUND PIN & 1-1/2" ALUMINUM CAP STAMPED LS 16412 (DESTROYED DURING CONSTRUCTION) REPLACED WITH 1-1/2" ALUMINUM CAP ON 30" #6 REBAR WITH CONCRETE COLLAR PLS 12405
- BEARINGS IN PARENTHESES ( ) ARE FROM THE PLAT OF ARAPAHOE CORNERS, UNLESS OTHERWISE NOTED.

POINT OF BEGINNING  
SE CORNER  
ARAPAHOE CORNERS

SOUTHSHORE  
LOT 1, BLOCK 1

CASE NO. R96-016



EMK CONSULTANTS, INC.  
ENGINEERS - SURVEYORS  
7006 SOUTH ALTON WAY, BUILDING F  
ENGLEWOOD, COLORADO 80112-2004  
(303) 694-1520

134-57

Non-Exclusive Permanent Floodplain And Drainage Easement Agreement

This PERMANENT FLOODPLAIN AND DRAINAGE EASEMENT ("Easement") is granted this \_\_\_\_\_ day of \_\_, 2020, by Arapahoe Corners Owners Association, a Colorado nonprofit corporation whose legal address is 7265 Lupine Street, Arvada, Colorado 80007 (the "Grantor"), to the Southeast Metro Stormwater Authority, a political subdivision and a public corporation of the State of Colorado, whose legal address is 7437 South Fairplay Street, Centennial, CO, 80112 (the "Grantee"), its successors and permitted assigns.

1. For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells and conveys to the Grantee, its transferees and successors in title or assigns, a perpetual non-exclusive permanent floodplain and drainage easement partially containing the 100 year floodplain of East Toll Gate Creek (the "Easement"), to survey, construct, reconstruct, install, operate, use, inspect, maintain, repair, replace and/or remove drainage improvements and related appurtenances necessary for the retention, detention and conveyance of flood waters, and drainage, to remove objects interfering therewith and to comply with the Clean Water Act (the "Drainage Improvements"), in, on, to, through, over, under and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described as Tract A, Arapahoe Corners Filing No. 2 in Exhibit "A" attached hereto and incorporated herein by this reference the ("Easement Parcel"), together with the right of the Grantee to enter upon said property for the purposes of the operation and maintenance of the Drainage Improvements for which this Easement is granted pursuant to the following terms and conditions of this Easement.
2. Grantee, its' agents, successors, and permitted assigns, after providing 48 hours advance notification to Grantor, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Easement Parcel for purposes of the operation and maintenance of the Drainage Improvements of Grantee on the Easement Parcel. Such access shall be at a mutually agreeable location. However, Grantor shall not unreasonably withhold its approval in regard to that access location.
3. Grantor is responsible for any maintenance, repair, replacement or reconstruction of the retaining walls, private drive, reinforced concrete box culvert, wing walls, and related appurtenances located within the Easement Parcel (including but not limited to the wing walls), and for the routine maintenance of the landscaping within the Easement Parcel, including but not limited to, trash removal, private drive snow removal, and other routine maintenance as necessary.
4. Grantor shall perform the long-term operation and maintenance of the site-related storm drainage infrastructure that routes storm runoff from the buildings,

parking lots and access drives, including repair as necessary, as shown on the attached Maintenance Site Plan attached hereto as Exhibit "B" and incorporated herein by this reference. Grantor will remove sediment and debris from the parking lot storm drain inlets and associated pipe.

5. If Grantor fails to properly and timely perform such maintenance, Grantee may provide Grantor with written notice of such failure. If Grantor fails to properly complete the maintenance contained in the written notice within thirty (30) days of receipt of notice, Grantee may complete the maintenance work at Grantor's expense and invoice the Grantor for the cost thereof. Grantor shall pay the invoice within thirty (30) days of its receipt. If Grantor fails to timely pay the invoice, Grantee may prepare and file a lien on all real property owned by Grantor in Arapahoe Corners Subdivision No. 2 including but not limited to Tract A, Arapahoe Corners Subdivision No. 2 and foreclose on that lien. In addition, Grantee shall have all other remedies available at law or in equity for the collection of the costs due under the invoice.
6. Grantor shall protect and preserve the Floodplain and Drainage Easement as a Floodplain and a Special Flood Hazard Area (SFHA), and shall restrict uses within the Easement in accordance with the Municipal Code and other requirements of Centennial, Colorado.
7. Grantor shall notify Grantee in writing and request Grantee's approval of any planned modification to Grantor's property within the Easement Parcel including but not limited to the retaining walls, private drive, reinforced concrete box culvert, wing walls, and related appurtenances located within the Easement Parcel. The Grantor agrees to provide and maintain subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the drainage infrastructure located with the Easement Parcel. Grantee shall not take any action which would impair the lateral or subjacent support for the drainage infrastructure located within the Easement Parcel. If Grantor plans any physical or landscaping changes within the Easement Parcel, Grantor shall make a submittal to Grantee for Grantee's approval. Grantee may disapprove any proposed modification if it impairs maintenance access, increases maintenance costs, or prevents the maintenance of the Drainage Improvements from occurring.
8. 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 Drainage Improvements. Grantor shall not take any action which would impair the lateral or subjacent support for the Drainage Improvements. Grantor shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of improvements located on properties immediately adjoining the Easement Parcel.
9. Grantor shall have the right and authority to assign to any appropriate local governmental entity except a metropolitan district, any and all rights to use, and all rights and obligations associated with, the Easement as are granted to and accepted by the Grantee herein.

10. Grantee agrees that at such time and in the event that the Easement described herein be abandoned by the Grantee and any assignee, such Easement shall terminate, and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns. Because of the potentially infrequent nature of the allowed use of the Easement Parcel, mere non-use of the Easement Parcel, notwithstanding the length of time of such non-use, shall not constitute abandonment.
11. Grantee agrees to perform the necessary long-term operation and maintenance of the Drainage Improvements, including without limitation the major drainageway channel and associated stabilization components thereof (banks, outfall pipes, sloped drop structure), excluding the retaining walls, culvert and wing walls that are located within the Easement Parcel. Grantee shall maintain the Drainage Improvements and perform periodic inspections as needed at its sole cost and expense. Grantee will remove sediment and debris from the channel, rundowns as outlined on the Maintenance Site Plan labeled as Exhibit "B", excluding routine trash removal which shall be performed by Grantor every three (3) months.
12. The Grantor, to the best of its knowledge, represents that it owns the Easement Parcel and has the power and authority to sign this Non-Exclusive Permanent Floodplain And Drainage Easement Agreement.
13. Each and every one of the benefits and burdens of the Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the Grantee.
14. In further consideration hereof, Grantor for themselves and their transferees and successors in title or assigns, covenant and agree that they shall not take any action in regard to the Easement Parcel including but not limited to the placing, erecting, installing or permitting any building, structure, fill of soils or other materials, or other above or below ground obstruction in the Easement Parcel without written authorization of Grantee which shall not unreasonably be withheld. Grantor further covenants and agrees that in the event the terms of this paragraph are violated by Grantor, their transferees and successors in title or assigns, or any person or organization working directly or indirectly for Grantor, their transferees and successors in title or assigns, such violation shall be corrected and eliminated within ninety (90) calendar days after the receipt of notice from Grantee. If such corrections are not made by Grantor, their transferees and successors in title or assigns, or whoever is the current owner of the fee title to the Easement Parcel, if different from Grantor, within said ninety (90) day period, Grantee shall have the right to correct and eliminate such violation, and Grantor, their transferees and successors in title or assigns, or whoever is the current owner of the fee title to the real property described as the Easement Parcel, if different from Grantor shall promptly pay the actual costs thereof. If such actual costs are not promptly paid, Grantee shall have any and all remedies in law or in equity for the collection of the actual costs as set forth in Paragraph 5 above.

15. All financial obligations of the Grantee under and pursuant to this Easement are subject to prior budgeting and appropriation of monies expressly made by Grantee to fulfill its obligations under this Non-Exclusive Permanent Floodplain and Drainage Easement.
16. As promptly as reasonable under the circumstances, after any construction or other operations by Grantee which disturb the surface of the property in or about the Easement Parcel, Grantee will restore the general surface of the ground, including authorized appurtenances as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate Grantee's Drainage Improvements. Topsoil shall be replaced, and any excess earth resulting from installations by Grantee shall be removed from Grantor's property at the sole expense of Grantee.
17. Grantor represents and warrants that it neither has nor will cause any contamination to the real property described in Exhibit "A" and warrants that, if it has caused or does cause any such contamination, it shall be the responsibility of Grantor to clean up and remediate such contamination and it shall be the obligation of Grantor to defend, indemnify and hold Grantee harmless in regard to such contamination.
18. Each and every one of the benefits and burdens of this Non-Exclusive Permanent Floodplain and Drainage Easement shall inure to and be binding upon the respective legal representative, heirs, executors, administrators, transferees, successors in title or assigns of the parties hereto.
19. The above and foregoing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

GRANTOR:

ARAPAHOE CORNERS OWNERS ASSOCIATION,  
A Colorado nonprofit corporation

By \_\_\_\_\_  
James Johnson, President

Permanent Floodplain And Drainage Easement

Page 5 of 3

STATE OF COLORADO                    )  
  ) ss.  
County of Arapahoe                    )

The foregoing Non-Exclusive Permanent Floodplain And Drainage Easement Agreement was acknowledged before me this \_\_\_\_\_day of \_\_\_\_\_, 2020, by Arapahoe Corners Owners Association, a Colorado nonprofit corporation by James Johnson, its President.

Witness my hand and official seal:

Notary Public\_\_\_\_\_

My commission expires: \_\_\_\_\_

GRANTEE:

SOUTHEAST METRO STORMWATER AUTHORITY,  
a political subdivision and a public corporation of the State of Colorado

By\_\_\_\_\_

Paul Danley, Executive Director

STATE OF COLORADO                    )  
  ) ss.  
County of Arapahoe                    )

The foregoing Non-Exclusive Permanent Floodplain And Drainage Easement Agreement was acknowledged before me this \_\_\_\_\_day of \_\_\_\_\_, 2020, by Southeast Metro Stormwater Authority, a political subdivision and a public corporation of the State of Colorado by its Executive Director, Paul Danley.

Witness my hand and official seal:

Notary Public\_\_\_\_\_

My commission expires: \_\_\_\_\_

## STANDARD NOTES

The Owner(s), Developer(s) and/or Subdivider(s) of the final plat known as ARAPAHOE CORNERS FILING NO. 2, their respective successors, heirs and/or assigns agree to the following notes:

**A. STREET MAINTENANCE:** It is mutually understood and agreed that the dedicated roadways shown on this plat/plan will not be maintained by the County until and unless the streets are constructed in accordance with the subdivision regulations in effect at the date construction plans are approved, and provided construction of said roadways is started within one year of the construction plan approval. The owners, developers, and/or subdividers, their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the County accepts the responsibility for maintenance as stated above.

**B. DRAINAGE MAINTENANCE:** The property owner shall be responsible for maintenance for 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. Arapahoe County shall have the right to enter properties to inspect said facilities at any time. If these facilities are not properly maintained, the County may provide necessary maintenance and assess the maintenance cost to the owner of the property.

**C. EMERGENCY ACCESS NOTE:** Emergency access is granted herewith over and across all paved areas for police, fire, and emergency vehicles.

**D. DRIVES, PARKING AREA, AND UTILITY EASEMENTS MAINTENANCE:** The owners of this subdivision, their successors, and/or assigns in interest, the adjacent property owner(s), proposed Property Owner's Association, or other entity other than Arapahoe County, is responsible for maintenance and upkeep of any and all drives, parking areas, and easements i.e. cross access easements, drainage easements, etc.

**E. PRIVATE STREET MAINTENANCE:** It is mutually understood and agreed that the private roadways shown on this plat/plan are not in conformance with Arapahoe County Roadway Design and Construction Standards and will not be maintained by the County until and unless the streets are constructed in conformance with the Subdivision Regulations in effect at the date of the request for dedication. The Owners, Developers, and/or Subdividers, their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the County accepts responsibility for maintenance as stated above.

**F. DRAINAGE LIABILITY:** It is the policy of Arapahoe County that it does not and will not assume liability for the drainage facilities designed and/or certified by Van Dyke Engineering, Inc. Arapahoe County reviews drainage plans pursuant to Colorado Revised Statutes Title 30, Article 28, but cannot, on behalf of Arapahoe Corners, guarantee that final drainage design review will absolve Arapahoe Corners and/or their successors and/or assigns of future liability for improper design. It is the policy of Arapahoe County that approval of the Final Plat and/or Final Development Plan does not imply approval of Van Dyke Engineering, Inc., drainage design.

**G. LANDSCAPE MAINTENANCE:** The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), proposed Property Owner's Association, or other entity other than Arapahoe County 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, proposed Property Owner's Association, or some other entity other than Arapahoe County, agree to the responsibility of maintaining all other open space areas associated with this development.

**H. SIGHT TRIANGLE MAINTENANCE:** The owners of private property containing a Traffic Sight Triangle are prohibited from erecting or growing any obstructions over three feet in height above the elevation of the lowest point on the crown of the adjacent roadway within said triangle.

**I. PUBLIC IMPROVEMENTS NOTE:** After Final Development Plan/Final Plat approval, issuance of the individual building permits will be subject to the following stipulations and/or conditions which the owner agrees to in conjunction with approval of the Final Development Plan and Final Plat. Such building permits will be issued only after the owners guarantee public improvements in a form acceptable to the Board of County Commissioners pursuant to statute.

**J. DRAINAGE MASTER PLAN NOTE:** The policy of the County requires that all new development and redevelopment shall participate in the required drainage improvements as set forth below:

- Design and construct the local drainage system as defined by the Phase III drainage report and plan.
- Design and construct the connection of the subdivision drainage system to a drainage way of established conveyance capacity such as a master planned outfall storm sewer or master planned major drainage way. The County 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 County encourages adjacent developments to join in designing and constructing connection systems. Also, the County may choose to participate with a developer in the design and construction of the connection system.
- Equitable participation in the design and construction of the major drainage way system that serves the development as defined by adopted master drainage way plans (Section 3.3.2 of the Arapahoe Drainage Criteria Manual) or as required by the County and designated in the Phase III Drainage Report.

**K. LAND SURVEY MONUMENTS:** Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory commits a Class Two (2) misdemeanor pursuant to State Statute 18-4-508, of the Colorado Revised Statutes.

## GENERAL NOTES

**BASIS OF BEARINGS:** Bearings hereon reference the Arapahoe County Horizontal Control Network, as defined by information provided by Arapahoe County in November, 1996. The bearings shown on the Final Plat of Arapahoe Corners were rotated 0°14'04" clockwise to match the Arapahoe County Horizontal Control Network. The north line of the NW Quarter of said Section 26 bears N89°31'05"E, and is monumented as shown hereon.

**ACCESS:** No direct access exists, or is proposed, from any lot herein to East Arapahoe Road, South Havana Street or East Briarwood Avenue. The private drives shown hereon are for ingress and egress for the use and benefit of the owners, their guests, invitees, employees, and agents.

**SETBACKS:** Setbacks are as set forth in the 3rd Amendment to the Preliminary Development Plan for Arapahoe Business Park, Filing No. 1 (Case No. 794-006). Setbacks are measured from the most restrictive of (i) lot line, (ii) edge of Tract A (Drainage Channel), or (iii) curb face of street.

**TRACT A AREA:** 36,094 square feet or 0.829 acres. No part of drainage Tract A is part of any lot. Tract A shall be used solely for storm water drainage in all areas within the storm channel boundaries shown.

**APPROXIMATE NET AREAS OF LOTS** (Excluding project street areas from flowline to flowline as shown on the street plans as prepared by Van Dyke Engineering, Inc. and approved by Arapahoe County on September 06, 1996):

Lot 1	37,889 sf	Lot 5	21,685 sf
Lot 2	28,519 sf	Lot 6	16,055 sf
Lot 3	30,359 sf	Lot 7	26,180 sf
Lot 4	64,900 sf	Lot 8	15,653 sf

Note: Lot 4 includes area previously platted as Lot 7, Arapahoe Corners.

**PUBLIC AREA ACCESS:** For purposes of inspection, maintenance and repair, Arapahoe County and the Urban Drainage and Flood Control District shall automatically and without further action, have access to any public area of this platted property and any area owned by the Property Owners Association.

CASE NO. R96-016

## ARAPAHOE CORNERS FILING NO. 2

A REPLAT OF ARAPAHOE CORNERS AND A PART OF VACATED SOUTH HAVANA STREET  
A PART OF THE NW 1/4, SECTION 26, T5S, R67W, 6TH P.M.  
ARAPAHOE COUNTY, COLORADO  
SHEET 1 OF 2

## SPECIFIC NOTES

**A. AIRPORT INFLUENCE AREA NOTE:** To carry out one or more of the following as may be required by the Board of County Commissioners:

- To include said development within a special district for the purpose of participation in the construction of necessary off-site improvements at the time of approval of final development plans.
- To cooperate with other owners of other parcels and/or special districts in off-site roadway improvements as necessitated by the development impacts as may be determined by the Board of Commissioners.
- To complete such other improvements to public roadways brought about or impacted by this development as may be determined by the Board of County Commissioners.
- To participate and cooperate in any transportation management program as specified in the Arapahoe Airport Influence Area Transportation Study if such a program is approved and/or adopted by the Board of County Commissioners.

**B. AIRPORT INFLUENCE AREA NOTE (EASEMENT / HAZARD EASEMENT):** An Aviation and Hazard Easement affecting all property contained within this final plat has been legally executed. Said easement document can be found in Book 8095, Page 54, of the records of the Arapahoe County Clerk and Recorder.

The lands contained within this final plat lie within the Airport Influence Area, an area which is likely to be affected by aircraft operations and their potential noise and/or crash hazards to a greater degree than lands situated outside of the Influence Area.

All lands contained within this final plat shall comply with F.A.R. Part 77, "Height and Obstructions Criteria".

**C. PROPERTY OWNER'S ASSOCIATION:** Maintenance, upkeep, and repair of all project common open areas, streets and common area sidewalks, drainage areas and facilities, project signs and other common facilities, equipment, or items shall be at the expense of the Property Owner's Association. The Property Owner's Association shall own Tract A.

## D. PRIVATE OPEN SPACE

- The private park site as shown on this plat (plan) shall be maintained in perpetuity by the owner(s), proposed Property Owner's Association, and/or entity other than Arapahoe County.
- Building permits will be issued for only one-half of the lots in this subdivision until the landscape and drainage facilities have been installed in accordance with the approved plan.

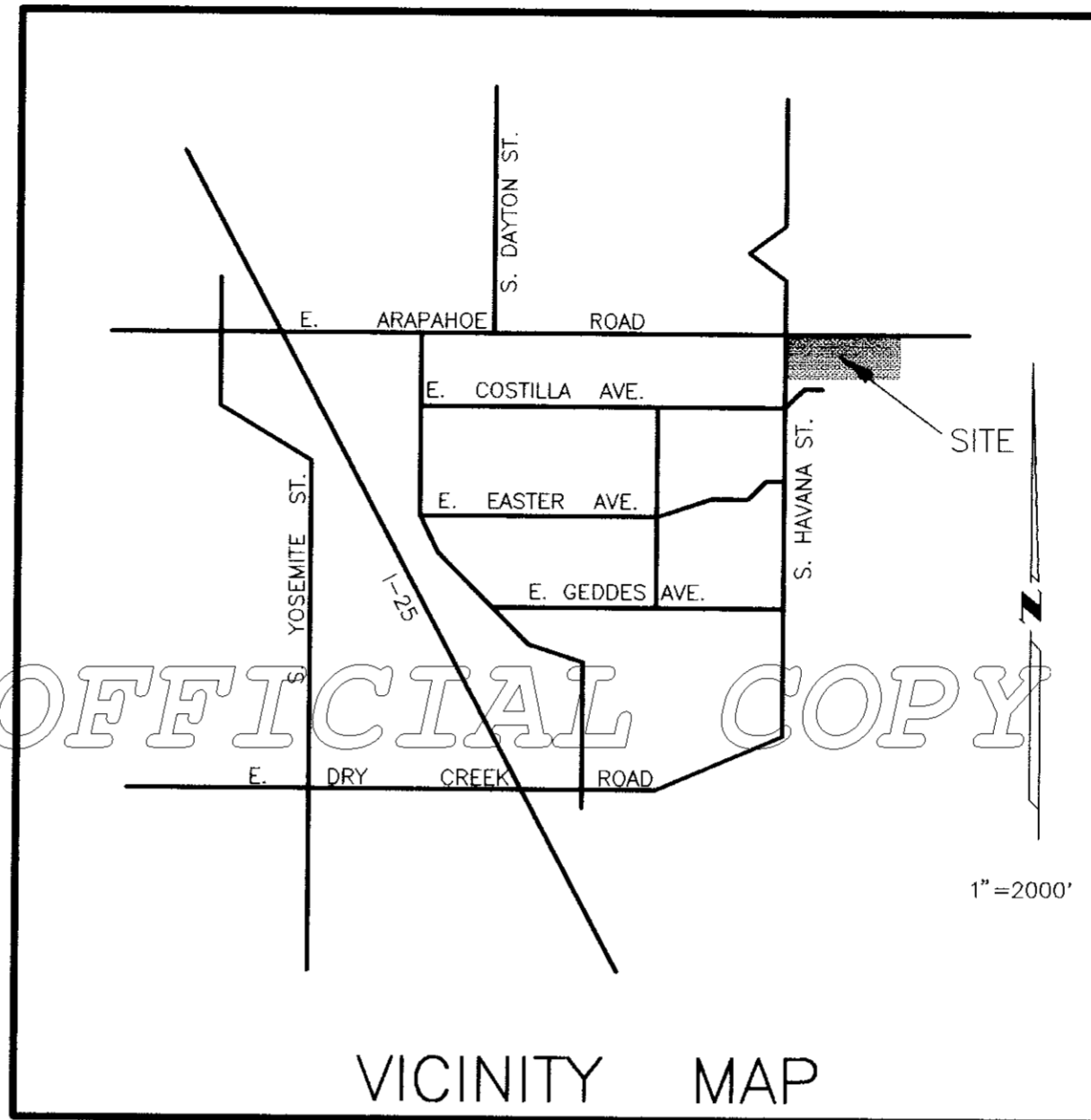
**E. STREET LIGHTING:** All lots are subject to and bound by the tariffs which are now and may be in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules, and regulations therein provided and subject 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 subdivision in accordance to applicable rates, rules, and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

**F. ACCESS CONTROL:** Owner acknowledges that the access points shown on this plat are granted subject to the power of the Board of County Commissioners to regulate, without liability for restriction or loss of access, vehicular access to or from all public roads shown on this plat in order to protect the public health, safety and welfare, to maintain smooth traffic flow, to maintain road right of way drainage, and to protect the functional level of the public roads.

**G. SOURCE OF BOUNDARIES FOR PROPOSED 100 YEAR FLOODPLAIN:** Boundaries of the proposed 100 year floodplain were taken from the Final Plat of Arapahoe Corners, prepared by Van Dyke Engineering, Inc.

## EASEMENT USE, OWNERSHIP, AND MAINTENANCE CHART

Easement	Use	Ownership	Maintenance	
			Landscape	Drainage
Utility (U.E.)	Gas, Cable, Electric, Phone	Public Utility Carriers	Respective Lot Owners (RLO)	RLO
Tie and Slope	Roadway Slopes	Colorado Dept. of Transportation (CDOT)	RLO	RLO
Access	Private drive access, sidewalk, utility	Property Owner Association (POA)	POA, RLO	POA, RLO
Interlot Joint Access	Preserve Joint Access	POA	RLO	RLO
Drainage	Storm flow drainage	POA	RLO	RLO
Tract A (dedeed)	Drainage channel	POA	POA	POA
Water	Water and sanitation lines	Arapahoe Water & Wastewater Authority	RLO	RLO
Private Street	Private Street	POA, RLO	RLO	RLO
Sight Triangle	Height restrictions, traffic signals	Arapahoe County	RLO	RLO
Public Use	Sidewalk construction, maintenance	Arapahoe County	RLO	RLO



## AMENDMENT HISTORY

A Final Plat on this project was previously approved by the Arapahoe County Board of County Commissioners on this project on October 16, 1995, as Case No. 94-024. Subsequent to that date: (i) the Colorado Department of Transportation required the developer to install an expanded right turn / acceleration / deceleration lane from northbound S. Havana Street to eastbound E. Arapahoe Road, and (ii), a lot purchase required the combination of two prior lots into Lot 4 as shown hereon. Although other minor modifications were also made, the above two changes, and related matters, were the main reasons for this replat.

## CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents, that Arapahoe Corners, a partnership, being the Owner, and Guarantee Bank and Trust Company, the Mortgagee and Lienholder of certain lands in Arapahoe County, Colorado, legally described as follows:

Arapahoe Corners, a subdivision recorded at Reception No. A6000384, and a part of vacated South Havana Street, recorded at Book 2399, Page 333, and a part of vacated South Havana Street located in the Northwest quarter of Section 26, Township 5 South, Range 67 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Arapahoe Corners; thence along the boundary of said Arapahoe Corners the following five (5) courses:

- thence along a curve to the left having a radius of 506.96 feet, a central angle 18°38'07" (the chord of which bears S69°01'31"W, 164.16 feet), 164.89 feet to a point of reverse curve;
- thence along said curve to the right having a radius of 418.59 feet, a central angle of 29°56'02", 218.69 feet to a point of tangent;
- thence S89°38'29"W along said tangent, 201.07 feet to a point of curve;
- thence along said curve to the right having a radius of 20.00 feet, a central angle of 90°00'00", 31.42 feet to a point of tangent;
- thence N00°21'31"W along said tangent, 172.06 feet;

thence N00°50'11"E, 23.98 feet;  
thence N00°21'31"W, 278.30 feet to a point of curve;  
thence along said curve to the right having a radius of 79.50 feet, a central angle of 31°37'01", 43.87 feet;  
thence N00°21'31"W, 20.12 feet to a point of curve;  
thence along said curve to the right having a radius of 20.00 feet, a central angle of 89°52'36", 31.37 feet to the South right-of-way line of East Arapahoe Road;  
thence along the boundary of said Arapahoe Corners the following six (6) courses:

- thence N89°31'05"E, 359.29 feet;
- thence S00°21'31"E, 15.00 feet;
- thence N89°31'05"E, 100.00 feet;
- thence N00°21'31"W, 15.00 feet;
- thence N89°31'05"E, 92.05 feet;
- thence S00°21'31"E, 463.67 feet to the Point of Beginning containing 7.267 acres, more or less.

have by these presents laid out, platted and subdivided the same into lots, Tract A and streets, as shown on this plat, under the name and style of ARAPAHOE CORNERS FILING NO. 2, and do hereby dedicate and convey to Arapahoe County, Colorado, for the use of the public, the streets and other public ways and lands shown hereon, and do hereby dedicate to Arapahoe County, Colorado, and appropriate utility companies and emergency assistance entities, the easements as shown hereon for the purposes stated.

Executed this 27<sup>th</sup> day of January, A.D., 19 97.

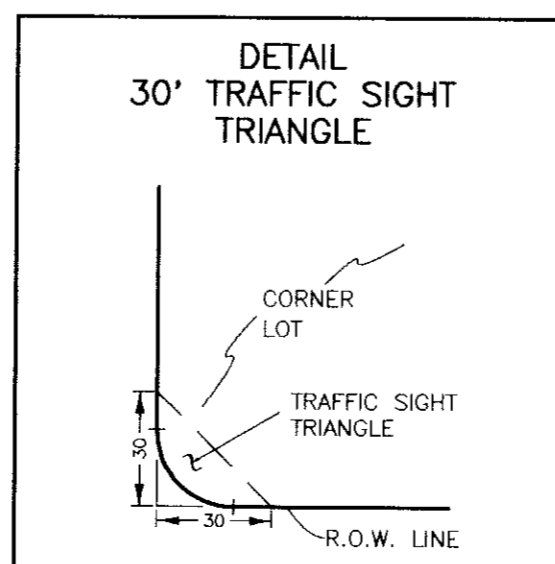


EXHIBIT A

OWNER: ARAPAHOE CORNERS, a Colorado General Partnership

By: David L. Anderson  
David L. Anderson, Partner

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing dedication was acknowledged before me this 27<sup>th</sup> day of January, A.D., 19 97, by David L. Anderson, as Partner, of Arapahoe Corners, a Colorado General Partnership.

Witness my hand and my seal

Notary Public

1530 S. Sable, Aurora, CO 80012  
Address

My commission expires 3-7-2000

MORTGAGEE AND LIENHOLDER: GUARANTEE BANK AND TRUST COMPANY

By: GUARANTEE BANK AND TRUST COMPANY

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing dedication was acknowledged before me this 27<sup>th</sup> day of January, A.D., 19 97, by Guarantee Bank and Trust Company of Guarantee Bank and Trust Company.

Witness my hand and my seal

Notary Public

1530 S. Sable, Aurora, CO 80012  
Address

My commission expires 3-7-2000

## BOARD OF COUNTY COMMISSIONER APPROVAL

This plat approved by the Arapahoe County Board of Commissioners, this 13<sup>th</sup> day of January, A.D., 19 97.

Chairman: Donna Davidson

Attest: Donna Davidson

## SURVEYING CERTIFICATE

I, Jon S. McDaniel, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my supervision in October, 1996, and the monuments shown thereon actually exist and this plat accurately represents said survey.

Registered Land Surveyor: Jon S. McDaniel

## RECORDER'S CERTIFICATE

This plat was filed for record in the office of the County Clerk and Recorder of Arapahoe County at 15:01 (P.M.) on the 27<sup>th</sup> day of January, A.D., 19 97 in Book 134, Page 56-57.

Map 134-56, Reception No. A7010335

County Clerk and Recorder

by Donna Davidson  
Deputy

DATE PREPARED DECEMBER, 1996



EMK CONSULTANTS, INC.  
ENGINEERS • SURVEYORS  
7006 SOUTH ALTON WAY, BUILDING F  
ENGLEWOOD, COLORADO 80112-2004  
(303) 694-1520

134-56

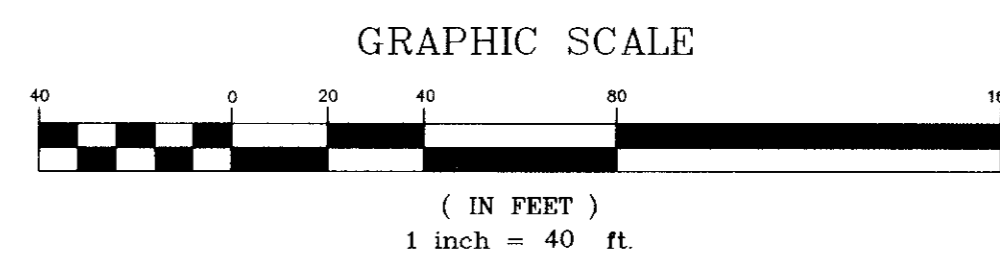
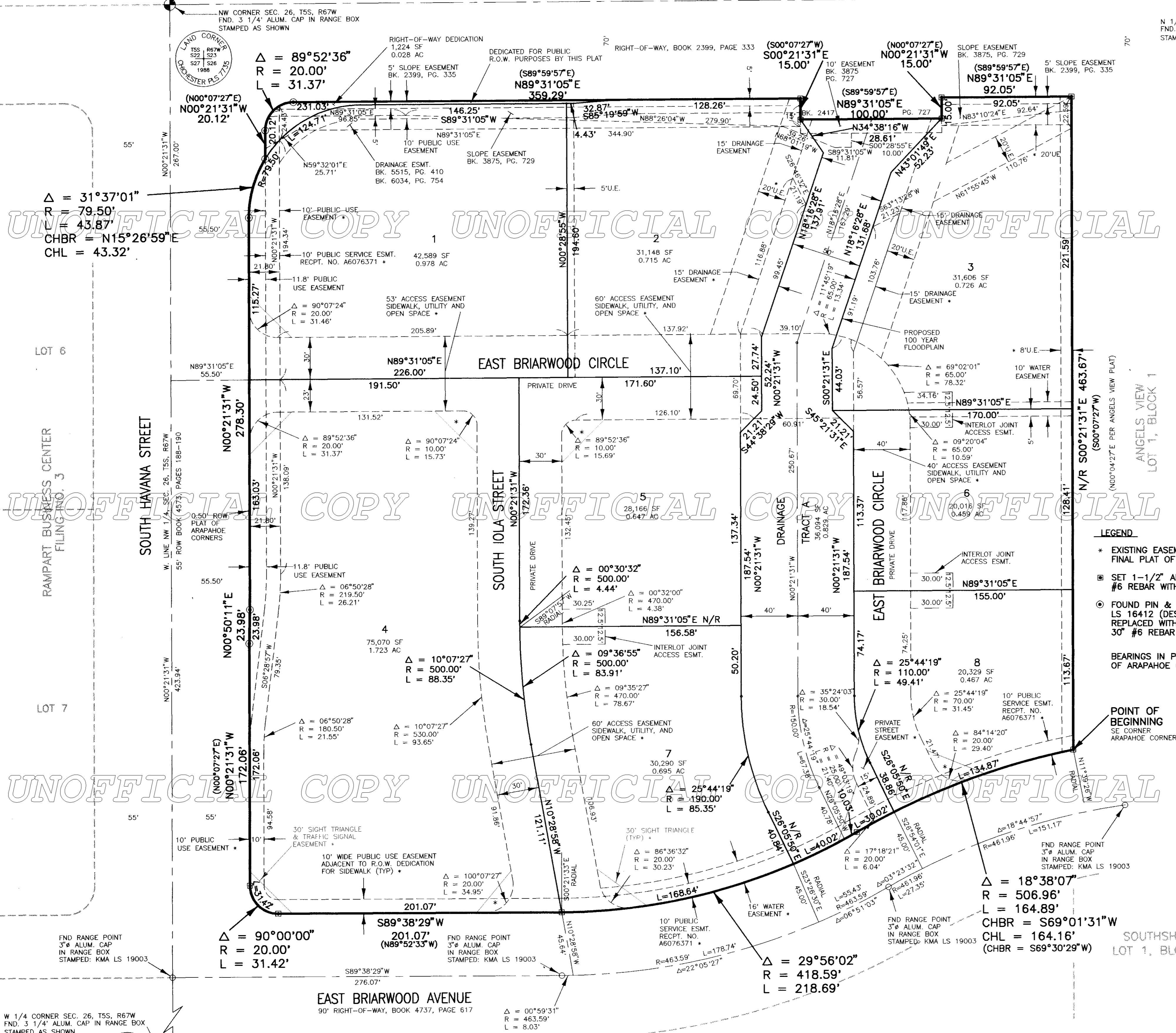
# ARAPAHOE CORNERS FILING NO. 2

A REPLAT OF ARAPAHOE CORNERS AND A PART OF VACATED SOUTH HAVANA STREET  
A PART OF THE NW 1/4, SECTION 26, T5S, R67W, 6TH P.M.  
ARAPAHOE COUNTY, COLORADO  
SHEET 2 OF 2

EAST ARAPAHOE ROAD 130' R.O.W.

N89°31'05"E 2635.62' N LINE NW 1/4, SEC. 26, T5S, R67W

N 1/4 CORNER SEC. 26, T5S, R67W  
FND. 3 1/4" ALUM. CAP IN RANGE BOX  
STAMPED AS SHOWN



- LEGEND**
- \* EXISTING EASEMENT DEDICATED BY FINAL PLAT OF ARAPAHOE CORNERS
  - SET 1-1/2" ALUMINUM CAP ON 30" #6 REBAR WITH CONCRETE COLLAR PLS 12405
  - FOUND PIN & 1-1/2" ALUMINUM CAP STAMPED LS 16412 (DESTROYED DURING CONSTRUCTION) REPLACED WITH 1-1/2" ALUMINUM CAP ON 30" #6 REBAR WITH CONCRETE COLLAR PLS 12405
- BEARINGS IN PARENTHESES ( ) ARE FROM THE PLAT OF ARAPAHOE CORNERS, UNLESS OTHERWISE NOTED.

POINT OF BEGINNING  
SE CORNER  
ARAPAHOE CORNERS

SOUTHSHORE  
LOT 1, BLOCK 1

CASE NO. R96-016



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ENGINEERS - SURVEYORS  
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(303) 694-1520

134-57

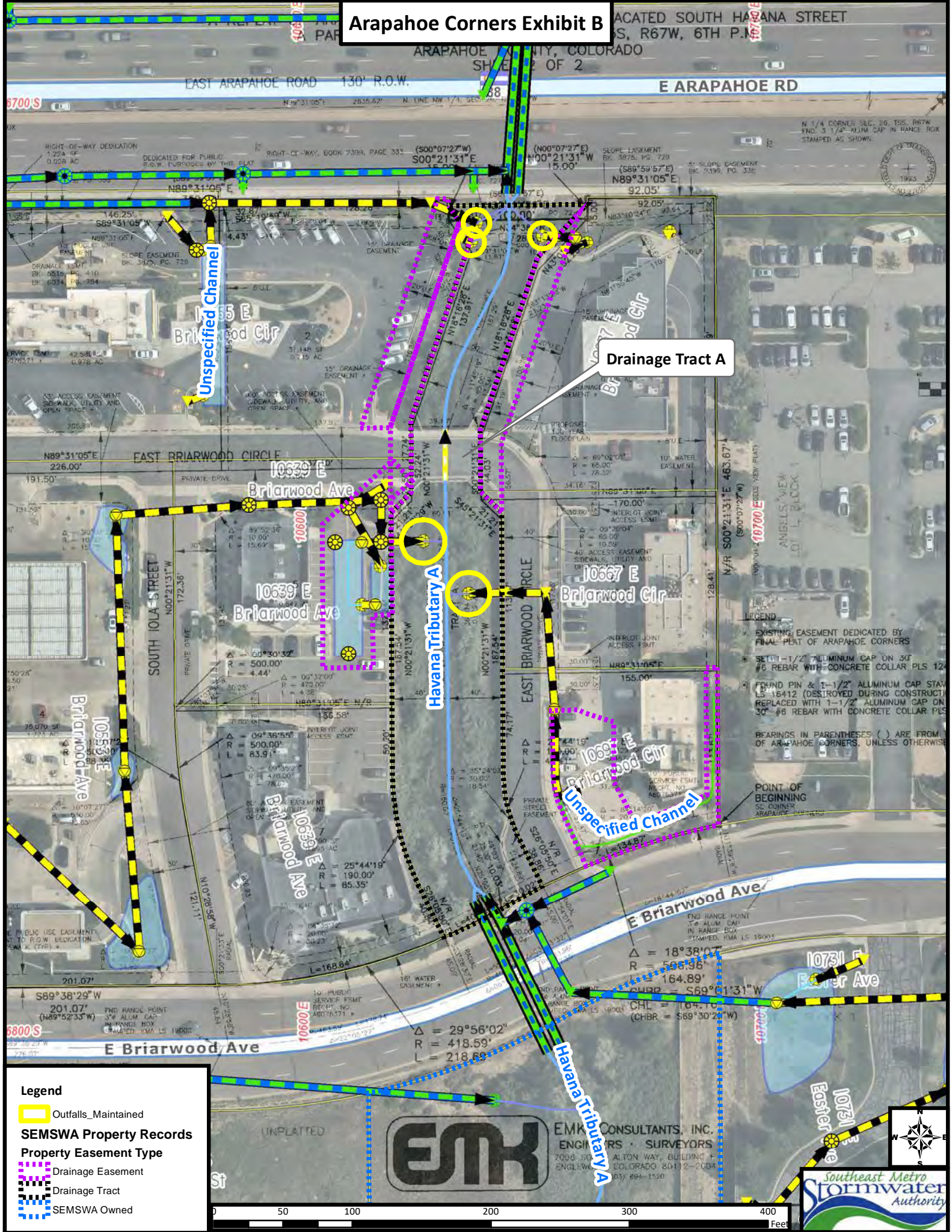
# Arapahoe Corners Exhibit B

LOCATED SOUTH HAVANA STREET  
S, R67W, 6TH P.M.

ARAPAHOE COUNTY, COLORADO  
SHEET 2 OF 2

EAST ARAPAHOE ROAD 130' R.O.W.

E ARAPAHOE RD



Unspecified Channel

Drainage Tract A

Havana Tributary A

Unspecified Channel

Havana Tributary A

- Legend**
- Outfalls\_Maintained
  - SEMSWA Property Records
  - Property Easement Type
  - Drainage Easement
  - Drainage Tract
  - SEMSWA Owned



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