

CUNNINGHAM FIRE PROTECTION DISTRICT

RESOLUTION NO. 2019-10

A RESOLUTION CONSENTING TO THE INCLUSION OF PROPERTY INTO SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT (CENTENNIAL WATER AND SANITATION DISTRICT)

WHEREAS, Cunningham Fire Protection District (“Cunningham”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes; and

WHEREAS, South Metro Fire Rescue Fire Protection District (“South Metro”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Colorado Revised Statutes; and

WHEREAS, South Metro and Cunningham Fire have entered into that certain South Metro/Cunningham Fire Rescue Authority Creation and Pre-Unification Agreement dated November 16, 2017 (“Creation Agreement”), which created the South Metro/Cunningham Fire Rescue Authority (“Authority”); and

WHEREAS, Centennial Water and Sanitation District, has petitioned South Metro for the inclusion of real property; and

WHEREAS, pursuant to Section VIII, A., of the Creation Agreement, neither party will include or exclude property pursuant to Parts 4 or 5 of Article 1, Title 32, C.R.S., without the written consent of the other party; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Cunningham Fire Protection District as follows:

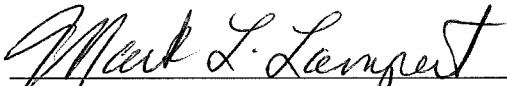
1. **Consent to Inclusion.** The Board of Directors of Cunningham Fire Protection District hereby consents to the inclusion of property into South Metro Fire Rescue Fire Protection District, as described in the Petition for Inclusion attached hereto as Exhibit A and incorporated herein by this reference.

2. **Severability.** If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

3. **Effective Date.** This Resolution shall take effect and be enforced immediately upon its approval by the District Board.

ADOPTED this 6th day of May, 2019.

CUNNINGHAM FIRE PROTECTION
DISTRICT

By 
Mark L. Lampert, Chairman

Attest:

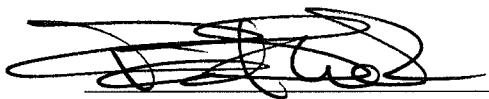

Patricia Shaver, Secretary

EXHIBIT A

PETITION FOR INCLUSION

SOUTH METRO FIRE RESCUE

BOARD AGENDA

MEETING DATE: 5/6/2019

AGENDA ITEM TYPE: ACTION ITEM

SUBJECT: ORDER BY BOARD OF DIRECTORS OF THE SOUTH METRO FIRE RESCUE
FIRE PROTECTION DISTRICT FOR INCLUSION OF REAL PROPERTY (CENTENNIAL WATER & SANITATION
DISTRICT)

BACKGROUND: This request is for the inclusion of a parcel of land near the northwest corner of Wildcat Reserve Pkwy and Summit View Pkwy in Highlands Ranch. This parcel was not in the Highlands Ranch Metro District and therefore not included into SMFR during the unification process. Inclusion of this and surrounding parcels is being pursued as part of the cleanup process and the land acquisition process for the proposed Fire Station #20, which will potentially be located adjacent to (southwest of) the Centennial Water parcel. The parcel is tax exempt.

RECOMMENDATION: Staff recommends approval of the order.

SUBMITTED BY: Mike Dell'Orfano

APPROVED BY: Bob Baker

**ORDER BY BOARD OF DIRECTORS OF THE
SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT
FOR INCLUSION OF REAL PROPERTY
(CENTENNIAL WATER AND SANITATION DISTRICT)**

WHEREAS, there was filed with the Board of Directors of the South Metro Fire Rescue Fire Protection District (“District”) a duly acknowledged Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, by Centennial Water and Sanitation District (“Petitioner”), one hundred percent (100%) fee owner of the real property described in the Petition attached hereto, and requesting that the Board of Directors include such property within the District; and

WHEREAS, the Petition was heard at an open meeting of the Board of Directors of the District on May 6, 2019, at the hour of 6:00 p.m., at 9195 E. Mineral Avenue, Centennial, Colorado 80112, after publication of notice of the filing of such Petition, and the place, time and date of such meeting, the name of the Petitioner and a general description of the property to be included, in the *Douglas County News-Press*, *Littleton Independent* and *Golden Transcript* on April 4, 2019, which proofs of publication are attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, no objection has been filed to the inclusion of the property into the District; and

WHEREAS, the subject property is capable of being served by the District facilities; and

WHEREAS, it is deemed to be in the best interests of the District and the taxpaying electors thereof that such Petition be granted.

IT IS THEREFORE ORDERED that such Petition be granted as to the real property described herein; that the boundaries of the District shall be enlarged by the inclusion of the real property described herein; and that the Douglas County District Court, in which Court an Order was entered establishing this District, be requested to enter an Order that the real property described herein be included within the District.

I certify that the foregoing Order was unanimously passed at a meeting of the Board of Directors of the South Metro Fire Rescue Fire Protection District, duly called and held on May 6, 2019, at the hour of 6:00 p.m. and that the undersigned is the duly acting and authorized Chairman of the District.

SOUTH METRO FIRE RESCUE FIRE
PROTECTION DISTRICT

By: _____
Laura Simon, Chairman

ATTEST:

By: _____
Ronda Scholting, Secretary

**EXHIBIT A TO ORDER BY BOARD OF DIRECTORS
(PETITION FOR INCLUSION)**

PETITION FOR INCLUSION

IN THE MATTER OF SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

TO THE BOARD OF DIRECTORS OF THE DISTRICT:

The undersigned Petitioner, being the fee owner of one hundred percent (100%) of the real property hereinafter described, hereby petitions that such property be included within the South Metro Fire Rescue Fire Protection District, as provided by law, and for cause, states:

1. That such property is capable of being served with facilities of the District.
2. That assent to the inclusion of such property in the District is hereby given by the undersigned, who constitutes the fee owner of one hundred percent (100%) of such property.
3. That there shall be no withdrawal from this Petition after publication of notice by the Board without the consent of the Board, nor shall further objections be filed thereto by the Petitioner.
4. That the inclusion of such property into the District shall be subject to any and all terms and conditions established by the Board and accepted by Petitioner, and to all duly promulgated rules, regulations and rates of the District.
5. That the property owned by Petitioner and sought to be included in the District is described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

PETITIONER:

Centennial Water and Sanitation District

By:

Print Name:

Print

Address:

John M Kaufman
John M Kaufman
62 Playa Drive
Highlands Ranch, CO 80129

STATE OF COLORADO

)

) ss.

COUNTY OF Douglas

)

The foregoing Petition for Inclusion was acknowledged before me this 21st day
of March, 2019 by John M. Kaufman as
General Manager of Centennial Water and Sanitation District

Witness my hand and official seal.

My commission expires: 9-18-2020



Linda S. Graham
Notary Public

EXHIBIT A
(LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED)

SPECIAL DISTRICTS

504

SPECIAL WARRANTY DEED

MAR 07 1997 08942

(Groundwater Treatment Facility) **ENGINEERING**

TO
D.F.
8

This Special Warranty Deed (this "Deed") is dated this 6th day of February 1996, between MISSION VIEJO COMPANY, a California corporation ("Mission"), whose address is 8822 South Ridgeline Boulevard, Highlands Ranch, Colorado 80126, to CENTENNIAL WATER AND SANITATION DISTRICT, a Colorado quasi-municipal corporation ("Grantee"), whose address is 62 West Plaza Drive, Highlands Ranch, Colorado 80126.

GRANT

MISSION, in consideration of the covenants, conditions and restrictions contained herein, but without monetary consideration, has granted, bargained, sold and conveyed and hereby does grant, bargain, sell, convey and confirm unto grantee, its successors and assigns forever, all of the real property more particularly described on Exhibit A and depicted on Exhibit A-1, attached hereto and made a part hereof, located in the County of Douglas, State of Colorado (the "Property").

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever of Mission, either in law or equity, of, in and to the Property;

SUBJECT TO the "Permitted Exceptions," which shall mean (a) the easements, restrictions and conditions as shown on the recorded plats for the Property, if any; (b) the covenants, conditions, restrictions, exceptions, easements, rights-of-way, prior conveyances of water and mineral rights and other matters of records; and (c) any taxes and assessments, including special assessments not yet due and payable.

AND SUBJECT FURTHER to the covenants, conditions, restrictions and reservations hereinafter set forth;

TO HAVE AND TO HOLD the Property, with the appurtenances, unto Grantee, its successors and assigns forever.

AND MISSION, for itself, its successors and assigns, covenants and agrees to and with grantee, its successors and assigns, to warrant the title and defend the quiet and peaceable possession of the Property, by Grantee, its successors and assigns, against every person who lawfully claims the Property or any part thereof, by, through or under Mission, subject to the Permitted Exceptions, and the covenants, conditions, restrictions and reservations herein contained.

I. EASEMENTS

1. Access Easements. "Access Easements" shall mean easements reasonable and necessary for access to and from the Annexable Area and any other property now or hereafter owned by Mission.

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equipment and appurtenances for utility purposes, including, but not limited to, water, sewer, gas, electricity, telephone and cable television service to serve the Annexable Area and any other property now or hereafter owned by Mission.

3. Drainage Easements. "Drainage Easements" shall mean easements for drainage and for installation, construction, operation, maintenance, repair and replacement of gutters, culverts, underground lines, and other facilities for drainage purposes to serve the Annexable Area and any other property now or hereafter owned by Mission.

4. Annexable Area. "Annexable Area" shall mean all of the real property described on Exhibit B attached to the Community Declaration as hereinafter defined.

5. Community Declaration. "Community Declaration" shall mean the Community Declaration for Highlands Ranch Community Association, Inc., dated September 1, 1981, and recorded September 17, 1981, in Book 421 at Page 924 of the records in the office of the Clerk and Recorder of Douglas County, Colorado and all amendments thereto.

6. Granting of Easements. For a period of twenty (20) years subsequent to the date hereof, Grantee agrees that it will grant Mission, its successors and assigns, Access Easements, Utility Easements and Drainage Easements (together "Easements") within the Property, to the extent that any facilities or improvements planned for installation within the Easements (the "Improvements") do not unreasonably interfere with any existing or then-planned facilities or improvements within the Property. For purposes of this paragraph, "then-planned facilities or improvements" shall mean any facilities or improvements of Grantee which are not yet constructed but have been provided for within Grantee's then current facilities budget, or which is included in the then current facilities plan of the District, with construction scheduled to commence within two (2) years of the date of submittal by Mission. Mission shall submit plans for any proposed Improvements ("Mission's Plans") to Grantee no less than nine (9) weeks prior to the commencement of construction, and Grantee shall have six (6) weeks from receipt of Mission's Plans to review and approve them or to notify Mission in writing of Grantee's objections thereto. Grantee's failure to notify Mission of its objections in writing within six (6) weeks of Grantee's receipt of Mission's Plans shall be deemed an approval of Mission's Plans and the Improvements.

II. RESTRICTIONS AND RESERVATIONS

1. Approval Period. "Approval Period" shall mean the period of time commencing on the date of this Deed and expiring on the later of (a) the expiration of twenty (20) years after the date of this Deed, or (b) the date on which Mission, its successors and assigns, are no longer engaged in the development of Highlands Ranch.

2. Limitation on the Use of the Property. During the term of the Approval Period, the Property shall be used solely for the construction, operation, maintenance, repair, removal and replacement of groundwater treatment facilities and necessary or desirable appurtenances thereto, and for the purposes of the Easements and Temporary Signage as herein provided. To the extent feasible, all improvements and facilities constructed on the Property by Grantee shall be underground, and such facilities and improvements shall be attractively housed or enclosed and maintained in keeping with the use or planned use of the surrounding and nearby areas. Grantee shall attractively install such landscaping on the Property as is consistent with the use or planned use of the surrounding and nearby areas, and shall maintain all such landscaping and improvements in a neat and attractive condition. Grantee may also use the Property for other purposes which

are not inconsistent with the foregoing limitations, provided that Mission's prior written approval has been obtained by Grantee.

3. Temporary Signage. For a period of twenty (20) years subsequent to the date hereof, Mission shall have the right to install, construct, repair and replace Temporary Signs within the Property adjacent to streets. "Temporary Signs" are signs, flagpoles, lighting, landscaping and related appurtenances and facilities which: (a) give directions or information to persons traveling within Highlands Ranch; (b) inform of land uses or development which are or will be conducted on nearby property; (c) identify entries into Highlands Ranch or areas within Highlands Ranch; (d) advise of rules, regulations, policies or other regulatory or community information; (e) caution or warn of danger. All Temporary Signs shall be installed or constructed in a manner so that they do not interfere with the then-existing improvements of grantee, and shall conform with the standards set forth in the Planned Community District Development Guide of the New Town of Highlands Ranch as adopted September 17, 1979, and recorded in the office of the Douglas County Clerk and Recorder at Book 373 at Page 187, et seq., as the same has been and may hereafter be amended from time to time.

4. Acceptance of Improvements. Grantee, for itself, its successors and assigns, agrees that during the Approval Period, Grantee shall not construct or install, or cause to be constructed or installed, any structure, building, sign, landscaping or other improvement upon the Property ("Grantee's Improvements"), and shall not make any visible exterior changes to the then existing Grantee's Improvements, until Grantee shall have submitted to Mission, at Grantee's sole cost and expense, plans ("Grantee's Plans") for Grantee's Improvements and Mission shall have accepted such Plans, which acceptance shall not be unreasonably withheld. Mission shall have the right to require changes to Grantee's Plans only insofar as may be necessary in order to harmonize aesthetically Grantee's Improvements with any covenants, restrictions, construction and design guidelines and other matters which shall or are expected to apply to the construction of any improvements or parcels in Highlands Ranch in the vicinity of the Property, including, but not limited to, those set forth in the Development Guide. Any Grantee's Plans for Grantee's Improvements heretofore accepted by Mission in writing shall be deemed accepted by Mission pursuant to the provisions of this Section. Grantee, for itself, its successors and assigns, further agrees to complete all Grantee's Improvements substantially in accordance with Grantee's Plans therefor accepted by Mission. Grantee shall submit Grantee's Plans to Mission no less than nine (9) weeks prior to the commencement of construction, and Mission shall have six (6) weeks from receipt of Grantee's Plans to review and approve them or to notify Grantee in writing of Grantee's objections thereto. Mission's failure to notify Grantee of its objections in writing within six (6) weeks of Mission's receipt of Grantee's Plans shall be deemed an approval of Grantee's Plans and Improvements.

III. GENERAL

1. Remedies. Grantee acknowledges, by its acceptance of this Deed and taking possession of the Property, that a breach of, or failure to comply with, the covenants, conditions and restrictions contained in this Deed will result in irreparable harm to Mission not compensable by money damages. Accordingly, if there is a breach of, or a failure to comply with, any of the covenants, conditions and restrictions contained in this Deed, then Mission shall be entitled to an injunction ordering specific performance of such covenants, conditions and restrictions, and prohibiting any breach thereof. If court proceedings are required to enforce any of the rights under this Deed, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including, without limitation, reasonable attorneys' fees.

2. Covenants to Run with the Property. The covenants, conditions and restrictions contained in this Deed relating to the Property touch and concern the Property, and the burden of such covenants, conditions and restrictions shall run with the Property and bind all subsequent owners of any portion of the Property. The benefit of such covenants, conditions and restrictions shall run to, and such covenants, conditions and restrictions may be enforced by, Mission, any successor to Mission by consolidation or merger, and any other successor, assignee or transferee of Mission to the extent that the rights of Mission hereunder are specifically assigned by a written instrument.

3. Notices. All notices, consents or other instruments or communications provided for under this Deed, shall be in writing, signed by the party giving the same and shall be deemed properly given and received when actually delivered and received or three (3) business days after mailed, if sent by regular, registered or certified mail, postage prepaid addressed to the party to receive the notice, at the address set forth for the party in the first paragraph of this Deed, or at such other address as either party may notify the other of in writing.

IN WITNESS WHEREOF, Mission has executed this Special Warranty Deed as of the day and year first above written.

ATTEST:

MISSION VIEJO COMPANY, a California
corporation

Ann T. Bay
Assistant Secretary

By: *Jerry T. Poston*
Senior Vice President

IN ACCEPTANCE HEREOF, Grantee hereby executes this Deed this 6th day of
February, 1997.

John CENTENNIAL WATER AND SANITATION
DISTRICT, a Colorado quasi-municipal
corporation

By: *John Lindrich*

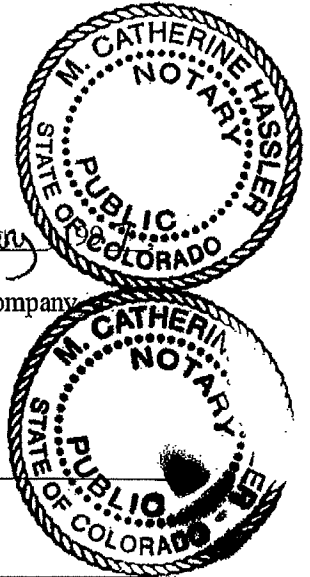
STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12th day of February
by Jerry T. Poston, as Senior Vice President, and by
James B. Bogel, as Assistant Secretary, of Mission Viejo Company,
California corporation.

Witness my hand and official seal.

My commission expires: My Commission Expires 8-29-1999

M. Catherine Hassler
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of February, 199 7,
by John Hendrick, as General Manager of Centennial Water and Sanitation
District, a Colorado quasi-municipal corporation.

Witness my hand and official seal.

My commission expires: 8-4-2000

Linda S. Graham
Notary Public

Exhibit A

JN 1263
August 19, 1996
Sheet 1 of 2

LEGAL DESCRIPTION FOR CENTENNIAL WATER PARCEL

A parcel of land situated in the Southeast 1/4 of Section 14, Township 6 South, Range 68 West of the 6th P.M. located in Douglas County, said parcel further described as follows:

Commencing at the northeast corner of the Southeast 1/4 of said Section 14, from whence the southwest corner of said Southeast 1/4 bears S00°04'26"W; thence S57°50'31"W, 1854.74 feet to the Point of Beginning; thence S27°00'00"W 38.96 feet; thence S45°00'00"E, 272.74 feet; thence S45°00'00"W, 133.78 feet; thence N90°00'00"W, 100.47 feet; thence N45°00'00"W, 250.80 feet; thence N27°00'00"E, 218.59 feet; thence S63°00'00"E, 110.00 feet to the Point of Beginning.

Said parcel contains 1.67 acres or 72,534 square feet more or less and is subject to all easements, rights-of-way or restrictions now of record or existing.

Basis of Bearings:

The east line of the Southeast 1/4 of Section 14, Township 6 South, Range 68 West of the 6th P.M. bears S00°04'26"W. The northeast corner of the Southeast 1/4 of said Section 14 is a 1 1/2" brass cap in concrete and the southeast corner of said Southeast 1/4 is a found red sandstone 17"x9"x5".

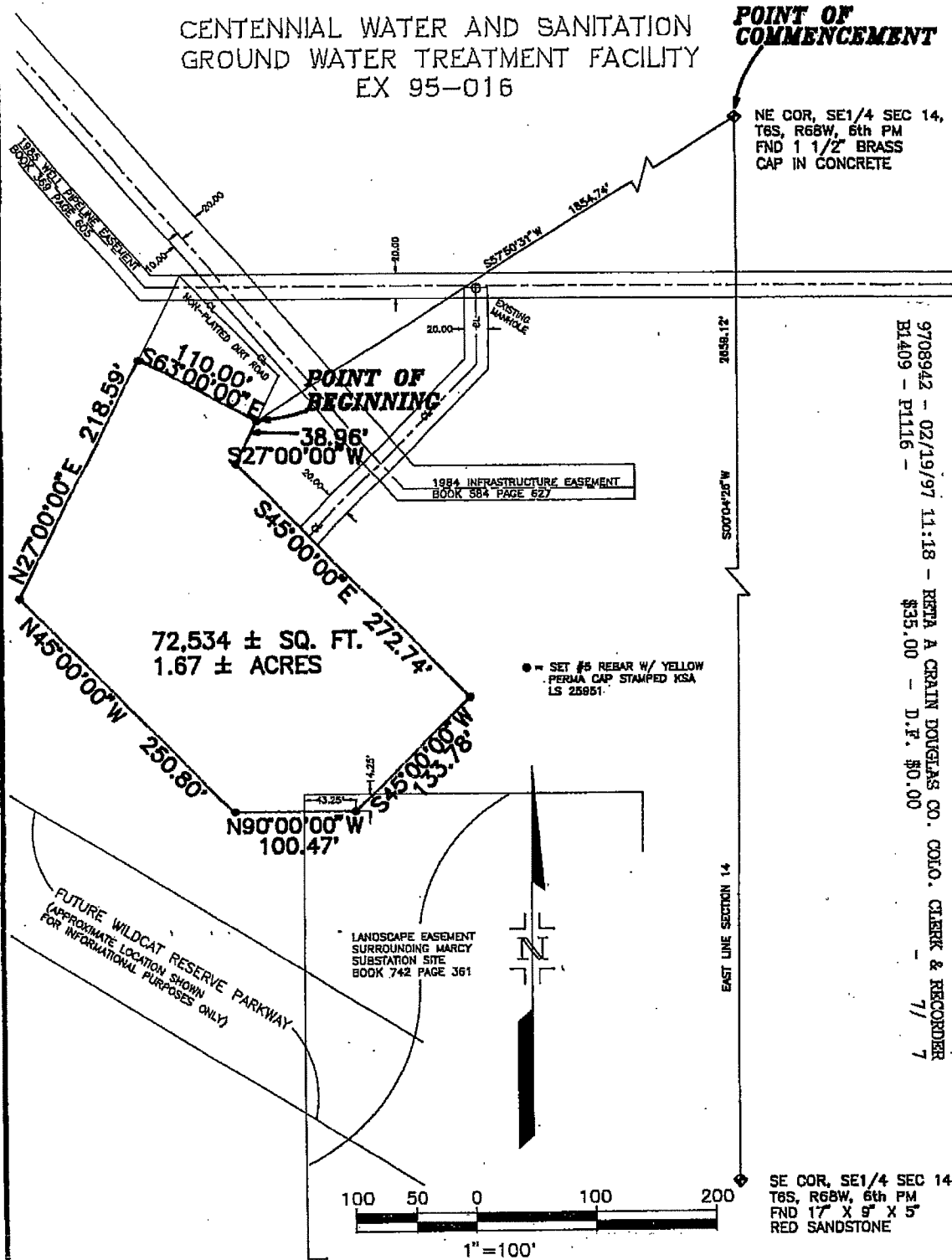
FOR AND ON BEHALF OF KELLY
SURVEYING ASSOCIATES, INC.
(303) 492-5251

Diane Kelly
Diane Kelly #25951

CENTENNIAL WATER AND SANITATION GROUND WATER TREATMENT FACILITY EX 95-016

**POINT OF
COMMENCEMENT**

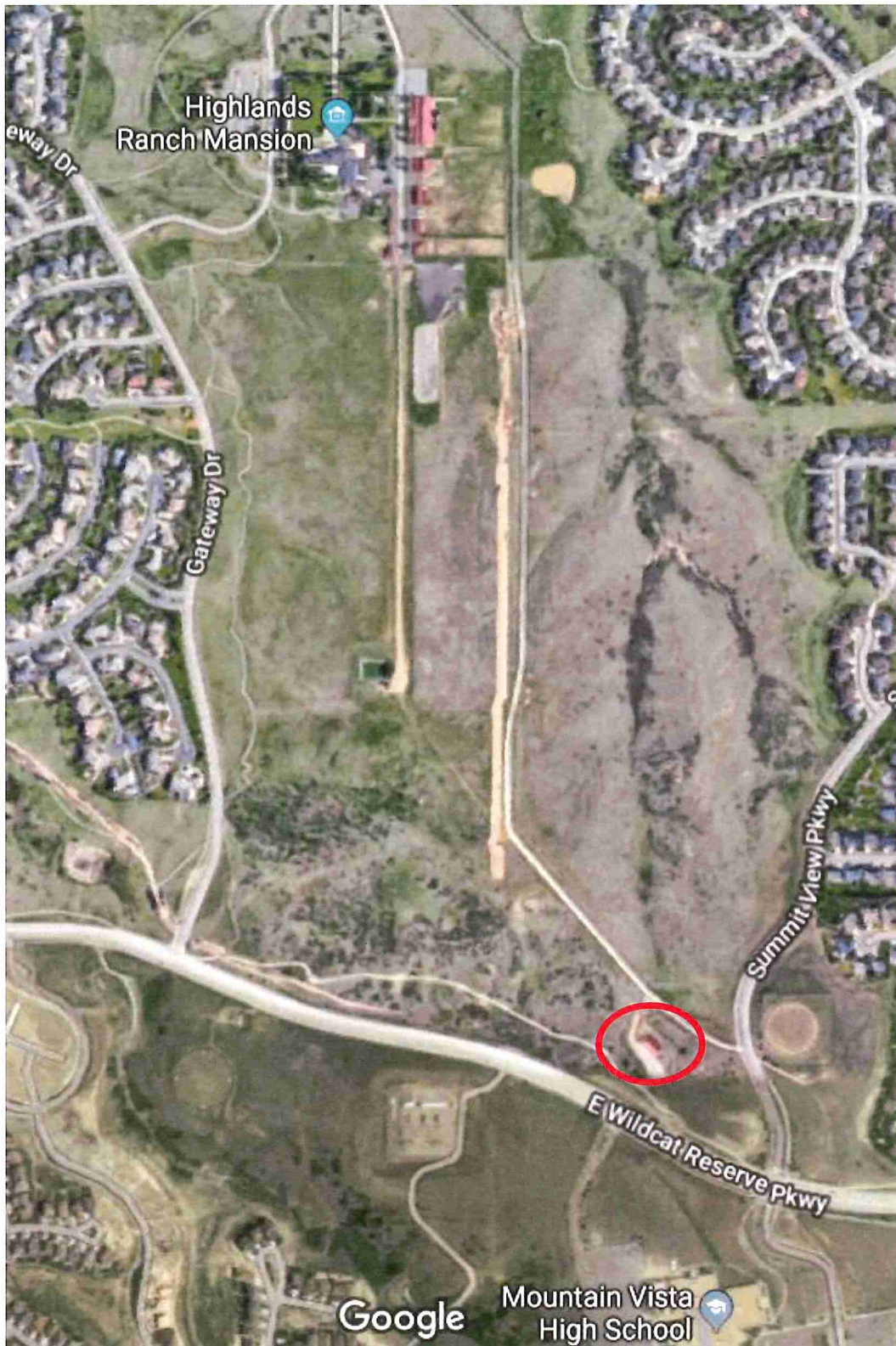
NE COR, SE1/4 SEC 14,
T6S, R68W, 6th PM
FND 1 1/2" BRASS
CAP IN CONCRETE



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	CJM	08/19/95	EXHIBIT:
	CJM	12/13/95	PREPARED BY: KELLY SURVEYING ASSOCIATES, INC.
REVISED	CJM	03/21/95	14 INVERNESS DRIVE EAST
APPROVED			BLDG H SUITE 144
CHECKED			ENGLEWOOD, COLORADO 80112
DRAWN	CJM	01/31/95	(303)792-5257 FAX (303) 790-1829
SURVEYED	LH/ RE	01/23/95	PROJECT: CENTENNIAL WATER PARCEL
ACTION	BY	DATE	LOCATION (N-T-S): SE1/4 SEC 14, T6S, R68W, 6th PM DOUGLAS COUNTY
			JOB NO. 1263 PROJECT NO. 1263 REV. FILE NO. 4263 SHEET 2 OF 2



**EXHIBIT B TO ORDER BY BOARD OF DIRECTORS
(PROOFS OF PUBLICATION)**