



HASKINS STATION DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") between SSM Ridge, LLC, a Colorado limited liability company (hereinafter referred to as "Developer"), Gilligan Family Limited Partnership, a Colorado limited partnership (hereinafter referred to as "Gilligan") and the City of Arvada, Colorado, a Colorado municipal corporation (hereinafter referred to as the "City"), shall be effective upon its execution by all applicable parties and immediately upon approval by the City of Arvada as evidenced by the approval signature where indicated below.

RECITALS AND REPRESENTATIONS:

WHEREAS, the Developer and Gilligan represent that they are the owners of the following described property generally located on the northwest corner of Ridge Road and Quail Street, in the City of Arvada, County of Jefferson, State of Colorado, more fully described as follows:

(See attached Legal Description)

known as Haskins Station and hereinafter referred to as the "Property."

WHEREAS, the Developer is planning development of the Property for a mixed-use residential development consisting of approximately 240 residential units in accordance with the Final Development Plan/Plat (FDP/P) which will be completed by the Developer along with a tract intended for future development of 237 units (Tract S) which will be completed by Gilligan.

WHEREAS, Tract S will require approval of a separate Final Development Plan/Plat (FDP/P) and Development Agreement prior to the development of Tract S.

WHEREAS, The Developer's development and construction plans include the installation of certain public infrastructure including, but not necessarily limited to, sanitary sewer facilities, water line facilities, storm drainage facilities, roadways and emergency access improvements, walks, and landscape improvements, more particularly shown on City Job No.2019-0001.

WHEREAS, the Developer has submitted to the City an FDP and construction plans for the Property, which include a final site plan, final landscape plan, final drainage plan, and other supporting documentation for the development thereof. The final plans, final plat, construction plans, and other supporting documents, as approved by the City, are public records on file and available for review at the City of Arvada City Hall, 8101 Ralston Road, Arvada, Colorado. These approved plans and associated documents, are also incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement, and may herein be referred to collectively as the "Final Plans".

WHEREAS, the parties hereto understand and agree that the intent of this Agreement is to establish obligations and responsibilities with respect to the development of the Property in accordance with the Final Plans, said obligations and responsibilities being covenants that run with the Property, encumbering such and governing the development thereof. The Developer herein shall be affirmatively bound to satisfy all of the obligations and responsibilities set forth herein (including the construction of public improvements).

WHEREAS, KDB Homes, Inc. dba Continental Homes ("KDB Homes") and the City entered into the Skyline Estates Filing No. 1 Subdivider's Agreement dated September 27, 1999 and recorded at Reception No. F0988770 (the "Previous SIA").

WHEREAS, the Developer is a successor in interest to the Property from KDB Homes and is, accordingly, bound by the Previous SIA with respect to the Property. Upon execution of this Agreement, the City and the Developer intend that the Property be released from the Previous SIA without any further action of the parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Arvada of the Final Plans for the Property, the dedication of certain land and/or easements to the City and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. PLAN AND AGREEMENT APPROVALS: The Developer, upon approval of the Final Plans for the Property, shall immediately submit three copies of the approved Final Development Plan (FDP) to the Community Development Director. No construction may occur on or associated with the Property and no building permits may be issued until construction documents for all required improvements are submitted and approved by the City Engineer with the exception of permitted demolition and/or an approved Site Development Permit. Upon approval at FDP, the Developer shall file with the City Engineer two (2) paper copies (the signed 24" x 36" original and one 11" x 17") for the construction of emergency access lanes, water lines, sanitary sewer services, storm drains and storm drainage structures and streets associated with development of the Property, as required by the City. Said Construction Plans shall address all previous referral comments and meet the approval of the City and the proposed development shall be constructed according to the Final Plans. In addition, the Developer shall provide a pdf of the signed construction plans, drainage, soils, traffic reports, the FDP and a CAD file of the FDP and final plat. The digital scan of the approved plans may be provided in-lieu of the required hard copies at the discretion of the City. For the park construction plans, the Developer shall provide two (2) signed 24" x 36", wet-stamped originals and one 11"x17" reduction plus a digital scan of said signed, wet-stamped original plans in pdf format. No approval of the public improvements as referenced in the Construction Plans is conferred by this Agreement and approval shall be independently made by the City Engineer following the City Engineer's determination that the plans meet the applicable City engineering specifications, commonly accepted engineering practices, and all applicable codes, ordinances, and State, Federal and local laws.

2. CODE COMPLIANCE: The Developer shall comply with all codes, ordinances, and rules and regulations of the City. Development of the Property shall also be in conformance with all aspects of the Final Plans and shall be completed prior to issuance of the first certificate of occupancy within each phase of development of the Property. This shall include, but not be limited to, street and parking lot paving and striping, landscaping, trash enclosures, rooftop and wall mounted equipment, building elevations, and all other requirements of the Final Plans and applicable City codes, ordinances, and rules and regulations.

3. PAYMENT OF FEES: The Developer shall pay all fees and other charges in a timely manner as required by the City and as set forth in this Agreement, including but not limited to building permits, inspection fees, tap fees, drainage fees, park and school dedication and development fees, and departmental review fees imposed by the City by ordinance, rule, resolution, motion, or by the terms and conditions of this Agreement. Unless otherwise agreed to by the City, the Developer's payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier's check, or cash delivered to the City of Arvada, Municipal Building, 8101 Ralston Road, Arvada, Colorado 80001. The City shall not accept personal or business checks or drafts not certified by a financial institution as payable.

4. FIRE DISTRICT APPROVALS: The Developer shall address all of the comments noted in the referral responses, including any requirements for fire hydrants, emergency access lanes, and fire lane signage, and shall obtain approval from the Fire Protection District having jurisdiction over the Property prior to issuance of each building permit and certificate of occupancy (as applicable) for the Property. In addition, approved fire apparatus access shall be provided during construction. Unless otherwise approved, fire apparatus access consisting of all lifts of asphalt or concrete shall be provided prior to commencing construction above grade. (2015 IFC Sections 501.4). Fire hydrants shall be installed and/or made operational to provide the minimum required fire-flow prior to commencing construction above grade. (2015 IFC Sections 501.4). A 3 foot clear space shall be maintained around all fire hydrants. The space shall be measured from the top center of the hydrant and there shall be no obstructions directly in front of fire hydrants. (2015 IFC Section 507.5.5) All of the trees within this development, shall provide an unobstructed vertical clearance of 13 feet 6 inches for emergency vehicle access (2015 IFC Section 503.2.1).

5. CONSTRUCTION PHASING: The Developer shall submit a construction-phasing plan, which illustrates the phasing of the public and private improvements for the entire Property prior to issuance of the first building and/or public improvement permit within the Property. Within each identifiable phase of development, all public improvements shall be completed prior to issuance of the first building permit and all remaining aspects of the Final Plans related to that phase shall be constructed prior to the final certificate of occupancy within such phase. This shall include, but not be limited to street and parking lot paving and striping, landscaping, trash enclosures and related screening, rooftop mechanical screening, and all other requirements of the Final Plans and the Land Development Code (LDC).

6. CONTRACTOR LICENSING: Before proceeding with work contemplated

herein, the Developer shall ensure that all contractors and/or subcontractors contracted by the Developer shall be licensed by the City before the contractor and/or subcontractor may commence work on any improvements associated with development of the Property. The Developer shall be responsible for ascertaining the status of any contractor or subcontractor to be utilized in the development of the Property, with respect to any uncorrected deficiencies in that entity's previous, unrelated work within the public rights-of-way or its outstanding omissions related to such work, including, but not limited to, failure to submit as-built construction plans or failure to complete the process of placing public improvements under warranty as required elsewhere herein, or failure to submit tax certifications, or failure to submit test records.

7. DEVELOPMENT IMPROVEMENTS: The Developer shall, at its own expense, design, furnish, construct, and install the public and private improvements in accordance with the plans and specifications approved by the City of Arvada, Colorado (City Job No.2019-0001). These improvements shall include, but not be limited to, construction of all public/private streets, alleys, driveways, parking areas, water lines and mains, sewer lines and mains, drainage facilities, and landscaping within and adjacent to the Property in accordance with the approved Final Plans for the Property and with the requirements of the LDC. The public improvements must be completed prior to issuance of the first building permit for each phase of the Property unless specified differently herein. All public improvements constructed by the Developer in public rights-of-way, easements, streets or alleys shall become the property of the City immediately upon acceptance of said improvements by the City. The Developer shall complete the process of placing completed public improvements under warranty promptly upon their completion. Failure to complete the process of placing such improvements under warranty may, in the City's discretion, result in the withholding or denial of subsequent building permits or certificates of occupancy.

The City may request, and the Developer shall provide at the Developer's cost, documentary evidence satisfactory to the City that any public rights-of-way, easements, or other property dedicated, conveyed, acquired, devised, or granted to the City are free and clear of encumbrances which, in the sole opinion of the City, defeat, limit, or impede the City's ability to use the public property as intended. The Developer acknowledges that no construction may occur and no building permits may be issued until construction documents for all required improvements are submitted and approved by the City Engineer.

8. FUGITIVE DUST AND EROSION CONTROL: The Developer shall meet all requirements and obligations imposed by the State of Colorado, County of Jefferson, and City of Arvada concerning management of stormwater runoff and fugitive dust, and shall comply with all Federal, State, County and City imposed requirements governing the stormwater conveyances, detention ponds, fugitive dust, and requirements associated with permits issued for erosion and sediment control on the Property. The Developer shall provide a copy of all State and County permits acquired to Arvada's Stormwater Program prior to commencement of any earth disturbance work associated with the Property. Further, the Developer shall fully comply with the applicable sections of the City's Site Development Permit Ordinance, sections 50-70 through and including 50-79 of the Arvada City Code, including the requirement to install and maintain best management practices to reduce soil erosion and control sediment generated by development of the Property. Compliance

with such shall be a pre-condition of obtaining building permits or certificates of occupancy, as the case may be. The City may deny or revoke any permit issued to the Developer in the event of non-compliance with the City requirements. The Developer shall also follow any new standards that the City may adopt for erosion and sediment control and fugitive dust due to changes in State and Federal requirements or drought conditions.

9. RIGHTS-OF-WAY: The Developer shall comply with all applicable provisions of Chapter 78, Article V, §§ 78-291 through 78-316 of the Arvada City Code, entitled "Rights-of-Way." This article contains requirements including, but not limited to, Developer escrow for improvements in public rights-of-way and street surface restoration for public streets. The required escrow of \$100,000 shall be in the form of cash or a letter of credit and shall be provided to the City prior to issuance of a permit for construction of public improvements. Said escrow shall remain in place through the two-year warranty period.

10. SUBDIVISION MONUMENTATION: In accordance with the applicable Colorado Revised Statutes as amended, and in accordance with Section 7.7 of the LDC, the Developer shall establish all subdivision monumentation and have the monumentation approved by the City prior to issuance of the first certificate of occupancy within the Property.

11. STREET IMPROVEMENTS AND MAINTENANCE: The Developer shall maintain, in a reasonable, suitable and proper condition for travel, ingress and egress, all streets and access ways included within the Final Plans for the Property until they are completed and accepted for maintenance by the City. The Developer shall take all steps necessary to limit and prevent the accumulation of, and to remove mud, sediment, dirt, trash, and other debris that is tracked, blown, or otherwise carried onto public property or off-site onto private property during development. Such obligation shall continue until all development associated with the Property is complete and improvements accepted by the City for maintenance. If the Developer fails to remedy any conditions caused or generated by the development as contemplated herein within twenty-four (24) hours of oral or written notice by the City, the City may enter the property, streets and public ways to remedy such conditions. The Developer shall pay the City for any and all costs incurred by the City in remedying such conditions. Payment of said costs shall be made prior to the City's issuance of additional building permits or certificates of occupancy for all or any part of the development, or immediately upon request from the City, whichever is sooner. The City may limit, deny or revoke building permits or certificates of occupancy until such time as costs incurred, pursuant to this Agreement, are paid in full. Nothing herein shall obligate the City to remedy such conditions or shall limit the City in its selection of the method or manner of remedy, including but not limited to contracting with an individual or company to remedy such conditions. The Developer shall also replace any broken, damaged, settled, raised, etc. concrete that is adjacent to any lot associated with this development as deemed necessary by the City, prior to issuance of the final certificate of occupancy within each phase of development on the Property.

12. INSTALLATION OF PARKING AND HARD SURFACE ACCESS: The Developer shall install, sign and stripe all parking and hard surface areas within the Property, as illustrated on the Final Plans and in conformance with the LDC prior to the issuance of any certificate of occupancy for the Property. The Developer shall comply with "Interpretation of Hard Surface Areas," Arvada City Code, Section 94-64 and with the LDC.

13. UNDERGROUNDING OVERHEAD UTILITIES: In conjunction with roadway improvements, the Developer shall be responsible for undergrounding all existing overhead utilities in conformance with Section 6.11 of the LDC. Prior to installation of utility boxes, the Developer shall submit utility box locations and landscape screening plans to the City for review and approval. Utility boxes shall be located away from highly visible public corridors and screened from view to the satisfaction of the City prior to issuance of each certificate of occupancy adjacent to the subject utility box. Any required improvements must be completed prior to the issuance of the first certificate of occupancy within the Property and shall be completed at no cost to the City.

14. PUBLIC UTILITY FEES: The Developer shall pay all installation charges for lighting, electric and gas required by Public Service Company/Xcel Energy for development of the Property.

15. LIGHTING RESTRICTIONS: Cut-off type fixtures with flush-mounted, flat lenses that cast light downward, and not out toward adjacent properties, must be used. All exterior lighting specifications must comply with the LDC. All exterior lighting must be approved by the Community Development Director prior to issuance of the first building permit within the Property. Should it be determined by the City, at a later date, that lighting on the Property is problematic to any adjacent residential uses, the Developer, or its successors and assigns, as applicable, shall promptly adjust the light fixtures to resolve the issue to the City's satisfaction.

16. STORMWATER APPURTENANCE CONSTRUCTION AND MAINTENANCE: The Developer shall obtain approval from the City Engineer of the final drainage plan for this development prior to approval of the associated Construction Plans/Final Plans. The Developer shall install stormwater conveyances, detention ponds, swales, infiltration beds, underground best management practices, or any other stormwater feature as detailed on the approved construction drawings unless prior written approval is obtained by the City Engineer. The Developer shall meet all requirements, obligations, and best engineering principles imposed by the State of Colorado, County of Jefferson, City of Arvada and Urban Drainage and Flood Control District governing the construction of stormwater conveyances, detention ponds, swales, infiltration beds, underground best management practices, or any other water quality feature.

Drainage easements are required for all detention areas and drainage channels, which shall be privately maintained by the Developer, its successors or assigns. The Developer shall include language to this effect in any covenants for the Property. Maintenance of stormwater appurtenances must be conducted on a routine basis and in response to the Developer or its successors' or assigns' annual inspection and evaluation of the stormwater conveyances' condition. Should ownership of stormwater appurtenances or maintenance responsibilities change, the City of Arvada Stormwater Program must be notified in writing of all new contact information within thirty (30) days of changes taking effect. The City will enforce stormwater installation and maintenance provisions throughout the construction on the Property and beyond as required by law. In no event shall the City be responsible for constructing or maintaining the drainage/detention facilities or maintaining the easements

within the Property.

17. WATER RIGHTS: Water will be provided to residents of the Property by the Valley Water District. The City will not provide any water to residents of the Property.

18. PARK DEVELOPMENT FEE/LAND DEDICATION/FEE-IN-LIEU: The City and the Developer acknowledge that the Developer has satisfied the park land dedication requirements of the LDC for the entire Property by dedicating land to the City via the final plat and the completion of certain improvements within the park and open space areas in accordance with the approved plans. The park land dedication requirements and park and open space improvements completed by the Developer shall satisfy the park land dedication requirements for Tract S based upon the densities and land uses provided in the approved FDP. The Developer shall provide \$253,005.03 for the single-family lots and \$118,682.58 for the duplex lots for the Park Development Fee, which is due to the City at the time the final plat is recorded. Gilligan shall pay the Park Development Fee for Tract S prior to the development of Tract S and pursuant to a separate FDP/P and Development Agreement.

19. SCHOOL LAND DEDICATION/FEE-IN-LIEU: The Developer shall provide cash-in-lieu for school land dedication as required by the LDC § 7.12.4 in the amount of \$77,566.42 for the single-family lots and \$25,088.82 for the duplex lots. This is based on the approved appraised value of \$119,790.00 per acre and the City Code calculation. Payment of this fee-in-lieu of school land dedication is due to the City at the time the final plat is recorded.

20. INSTALLATION OF LANDSCAPING AND OPEN SPACE AMENITIES: The landscaping and open space amenities shall be completed in accordance with the staff review comments, the approved Final Plans and all other applicable requirements and regulations. The Final Plans shall include a wet stamp approval from the Landscape Architect in accordance with the State of Colorado requirements.

In addition, the Developer acknowledges that the City has adopted in the past, and may in the future, adopt water restrictions which impact the viability of installing and maintaining the landscaping as illustrated on the approved landscape plans for the Property. Those watering restrictions may prohibit or qualify the installation of trees, shrubs, new seed, and/or sod for irrigated turf areas. In the event of such prohibition, the Developer shall deposit funds with the City for escrow in an amount equal to 110% of the estimated cost of improvements not installed due to the prohibition, including, but not limited to irrigated turf areas, trees, shrubs, mulch, edger, and weed barrier. Upon expiration of water restrictions, the Developer shall complete installation of the remaining improvements in accordance with the Final Plans for the Property, within ninety (90) days. During any restrictions, the City still encourages the installation of trees and shrubs, if they are drip irrigated or hand watered. However, the City may not have any water available for the irrigation of these landscape materials installed at that time. If the Developer proceeds with the installation of any plantings at that time, it is done at the Developer's sole risk.

Installation of irrigation systems and other hard surface areas (such as fencing, playground equipment, covered shelters, or other such amenities) shall be completed by the

Developer, at its sole expense, prior to the issuance of the first certificates of occupancy within each phase of the Property, unless the improvements have been delayed due to reasons beyond the Developer's control, such as adverse weather conditions or unless specified differently herein. The Developer shall deposit funds with the City for escrow in an amount equal to 150% of the estimated cost of the remaining hard surface site elements (including irrigation systems, fencing and other elements as noted above) that are not installed prior to issuance of certificates of occupancy. During periods of time when no water restrictions are in effect, the Developer shall deposit funds with the City for escrow in an amount equal to 150% for all improvements not completed prior to issuance of a certificate of occupancy. A registered landscape architect, acceptable to the City, shall make a determination of the estimated cost of improvements. The City, at its sole discretion and upon the City's rejection of an estimate provided by the Developer, may obtain an estimate of the costs of landscaping. Such estimate shall be binding upon the Developer in determining the amount of funds to be escrowed for purposes of this section.

The City shall release its interest in the escrowed funds only upon completion of all landscaping obligations by the Developer and approval of such by the City. In the event that the Developer defaults upon its obligations as specified in this paragraph, following the escrow of funds, the City may apply all funds toward the completion of the Developer's landscaping obligations. For the purpose of applying such funds toward the completion of the Developer's landscaping obligations, "completion" shall mean and include the cost of labor, materials, contract management, and administration. The City shall refund the escrowed funds not applied to completion of landscaping required by the final landscape plan upon application and verification of entitlement. The method and manner in which the City elects to undertake and complete the landscaping obligations of the defaulting Developer shall be within the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the landscaping improvements and nothing herein shall prevent, prohibit, or limit the remedies available to the City to enforce the Developer's obligations under this paragraph.

21. INSTALLATION OF FENCING: The Developer shall ensure that all fencing for the Property conforms to the Final Plans and the requirements of Section 6.5 of the LDC. Fencing shall require separate permits and approvals from the City prior to construction/installation. The Developer agrees to install all fencing as illustrated on the Final Plans for the Property. Installation of the fencing must be completed prior to the issuance of the first certificate of occupancy within each phase of the Property.

22. LANDSCAPING, FENCING, AND RETAINING WALL MAINTENANCE: The Developer or its successors, or assigns, including any metropolitan district and/or a property owners association, shall maintain in perpetuity (at its sole expense) all landscaping, fencing, retaining walls, and any other amenities (collectively referred to herein as "Landscaping") installed within or associated with the Property pursuant to the Final Plans, regardless of whether the landscaping, as actually installed, fails to specifically conform to the requirements of the Final Plans and regardless of whether the Developer or the City installs the landscaping. This section shall survive the expiration or earlier termination of this Agreement.

23. TRASH ENCLOSURES: the Developer shall construct all trash enclosures (if any) in conformance with the Final Plan and Section 6.5.11 of the LDC, prior to issuance

of the first certificate of occupancy for each phase of development on the Property. The trash enclosures, including the gates, must be constructed of non-combustible materials, and have an architectural design compatible with the primary structure(s), using matching materials and/or colors. The Developer or its successors or assigns shall keep the trash enclosure gates closed at all times, except for the periodic moments when access is needed to place trash within the containers, or empty or replace the trash receptacles themselves.

24. SCREENING OF MECHANICAL EQUIPMENT: The Developer shall screen all roof-mounted and wall-mounted equipment from view pursuant to Section 6.6.4.F.3 of the LDC to the satisfaction of the Community Development Director prior to issuance of each certificate of occupancy within the Property.

25. SIGNAGE: The Developer shall ensure that all signage for the Property conforms to the Final Plans and the requirements of Section 6.17 of the LDC. No signage illustrated on the Final Plans is deemed approved by the City as part of the Final Plans approval. Signage shall require separate permits and approvals from the City prior to construction/installation.

26. COVENANTS AND PREVIOUS SIA: Prior to issuance of the first building permit, the Developer shall record final covenants for the Property in the appropriate county. Language must be included in the covenants specifying property owner or homeowner's association maintenance obligations for detention and landscape areas as noted elsewhere herein. In no event shall the City of Arvada be responsible for maintenance of these facilities. The forgoing shall survive the expiration or earlier termination of this Agreement. Upon execution of this Agreement, the City and the Developer hereby agree that the Property shall be released from the Previous SIA without any further action of the parties.

27. AS-BUILT CONSTRUCTION PLANS: The Developer shall file, or cause to be filed, with the City an original or reproducible copy of the as-built construction plans of said public improvements promptly upon the completion of the improvements. Failure to do so will delay commencement of the two-year warranty period for said public improvements, in which case the Developer agrees to defend, hold harmless, and indemnify the City for any and all actions, claims, damages, injuries, and liabilities resulting from, or in any way related to, such improvements or the failure to submit such as-built plans. The Developer further understands and agrees that, as a result of its failure to promptly submit such as-built plans, the City may withhold or deny subsequent building permits or certificates of occupancy, either related to the Property or any subsequent development by the Developer, until such failure is remedied.

28. DELAYS: The parties have executed this Agreement such that completion of the improvements shall be subject to strikes, accidents, acts of God, weather conditions which justify a delay in construction in light of standard practices in the building profession, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delay resulting from events which are beyond the control of

the delaying party and which are agreed to by the parties as justifying delay.

29. **WAIVER**: A waiver by any party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

30. **BINDING EFFECT**: The parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the Property. In the event that all or part of the Property is sold, transferred, or otherwise conveyed to additional or multiple parties, all owners shall be jointly and severally responsible for the obligations of the Developer as set forth in this Agreement.

31. **SEVERABILITY/AMENDMENT**: Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement. This Agreement may be amended only by an instrument in writing signed by all parties.

32. **NO THIRD PARTY BENEFICIARIES**: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the City and the Developer that any person other than the City and the Developer receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. **GOVERNING LAW AND ENFORCEMENT**: The laws of the State of Colorado shall govern this Agreement. The parties agree and acknowledge that this Agreement may be enforced at law or in equity. In addition to any other available remedies, it is understood and agreed that the City may withhold or revoke any permits or certificates, including but not limited to building permits and certificates of occupancy, for the Property or for any structure or lot within this development in the event of a breach of this Agreement by the Developer.

34. **ATTORNEY'S FEES**: If the Developer breaches this Agreement, then the breaching party shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

35. **PARAGRAPH CAPTIONS**: The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

36. **RECORDATION FEES**: The City of Arvada shall record this Agreement and any approved subdivision plat for the Property (as applicable) with the Clerk and Recorder's office of the appropriate county per the provisions of the LDC. Prior to recordation, the Developer shall provide the City with an updated title commitment to ensure that all appropriate parties in interest sign this Agreement. Prior to recordation, the Developer shall

also pay all costs associated with recordation of these items with the County Clerk and Recorder, based on the recordation rate in effect at the time of payment.

37. INCORPORATION OF EXHIBITS: Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Reference to "Job Numbers" or "Project Numbers" in this Agreement is a reference to Final Plans and documentation which is retained as a public record on file and available for public inspection and review upon request at the City of Arvada, Municipal Building, 8101 Ralston Road, Arvada, Colorado. Such Final Plans and documentation filed with the City, approved by the City and noted within this Agreement are hereby incorporated into this Agreement for all purposes.

38. REVIEW OF REFERENCED DOCUMENTS: The Developer hereby understands and acknowledges that the public documents referenced in this Agreement, including but not limited to the Arvada City Code, Land Development Code, Engineering Specifications, and Design Guidelines were prior to the execution of this Agreement, and are presently, available for review and inspection at the Arvada Municipal Building, 8101 Ralston Road, Arvada, Colorado, from 8:00 a.m. through 5:00 p.m., Monday through Friday.

39. INDEMNIFICATION AND HOLD HARMLESS: The Developer shall defend, indemnify, hold harmless, release and discharge the City of Arvada and the City's officers, employees, agents, and contractors from all liability, claims, and demands, including reasonable attorney's fees and court costs, which arise out of or are in any manner connected with or related to the approval of the Final Plans for the Property. This section shall survive the expiration or earlier termination of this Agreement.

40. TERMINATION: This Agreement shall terminate and be of no further force or effect (excluding therefrom those sections that specifically survive termination), upon the last to occur of (i) issuance of the last certificate of occupancy for the Property; or (ii) expiration of the two (2) year warranty period. Upon written request from any party, the other parties shall execute and deliver to the requesting party written confirmation that the conditions for termination of this Agreement have been satisfied, in recordable form, and such acknowledgment of termination of this Agreement may be recorded in the real property records in which this Agreement was originally recorded.

41. NOTICES: Any notice or communication required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail or mail service such as Federal Express, United Parcel Service, etc. Such notice or communications shall be given to the parties at their addresses set forth below:

City:

City of Arvada
8101 Ralston Road
Arvada, CO 80001-8101

Developer:

SSM Ridge, LLC
Attn: Chris Elliot, Manager
7353 S. Alton Suite A-100
Englewood, CO 80112

Gilligan Family Limited Partnership:

Gilligan Family Limited Partnership
Attn: Kevin Gilligan
4374 East Phillips Place
Centennial, Co 80122

DATED THIS 17TH DAY OF OCTOBER, 2019.

CITY OF ARVADA, a Colorado Municipal Corporation



Rob Smetana

Rob Smetana, Community Development Director

APPROVED AS TO FORM:

Rachel Morris, City Attorney

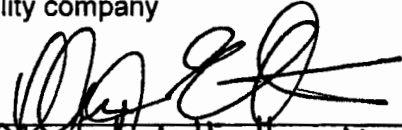
By: Rachel Morris

for Jane Newman
City Clerk

DEVELOPER

SSM Ridge, LLC, a Colorado limited liability company

By:



Christopher Elliott as Manager

STATE OF Colorado

)

) ss.

COUNTY of Arapahoe

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The foregoing was acknowledged before me this 16th day of October 2019, by Christopher Elliott as Manager of SSM Ridge, LLC, a Colorado limited liability company.

My Commission Expires:

Oct 12, 2022

Notary





GILLIGAN

Gilligan Family Limited Partnership, a Colorado limited partnership

By: [Signature]
Kevin Gilligan its MANAGER

STATE OF Colorado

COUNTY OF Arapahoe

)
) ss.
)

The foregoing was acknowledged before me this 16th day of October, 2019, by Kevin Gilligan as Manager, Gilligan Family Limited Partnership of Gilligan Family Limited Partnership.

My Commission Expires:

Oct 12, 2022

Notary

[Signature]

CHRISTIAN MATTHEW JANKE
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 2618406290
My Commission Expires Oct. 12, 2022

EXHIBIT
THE PROPERTY

HASKINS STATION SUBDIVISION:

Sheet 1 OF 1

October 16, 2019

HASKINS STATION SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2019086375 AND LOCATED IN WEST 1/2 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.