

45.00

SUBDIVIDER'S AGREEMENT  
Harvest Lane West Filing No. 2

THIS AGREEMENT entered into and executed this 22nd day of August, 1989, between Advocate Land Co., Inc., hereinafter referred to as Owner/Developer, Robert J. DeWitt, Linda M. DeWitt, James Kim Natale, Georgia Ann Natale, John K. Stubblefield, Sharon J. Stubblefield, Michael W. Allen and Della S. Allen, hereinafter referred to as Owners, First Bank of Wheatridge, N.A., Bank Western, a Federal Savings Bank, First Federal Savings Bank of Colorado, ~~First Bank at 88th and Wadsworth, N.A.~~, and Bright Mortgage Company, hereinafter referred to as Holders of Deed of Trust, and the City of Arvada, a Municipal Corporation, hereinafter referred to as the City. 1-9

WITNESSETH:

WHEREAS, The Owner/Developer is owner of the following described property located in the City of Arvada, County of Jefferson, State of Colorado.

A tract of land in the southeast quarter of Section 32, Township 2 South, Range 69 West of the Sixth Principal Meridian, and Lots 9-13, inclusive, Block 1, Harvest Lane, and Lots 5, 6, 13 and 14, Tracts A, B and D, Block 2, and Tract C, Harvest Lane West, in the City of Arvada, County of Jefferson, State of Colorado, described as follows:

Commencing at the east quarter corner of said Section 32; thence S00°00'00"W along the east line of said southeast quarter a distance of 618.75 feet; thence departing said east line and running parallel with the north line of said southeast quarter, N89°38'56"W 559.00 feet; thence S00°30'41"W 315.00 feet to the Point of Beginning, being the northwest corner of Lot 14, Block 2, Harvest Lane West; thence along the boundary of said Lot 14, S89°38'56"E 40.00 feet; thence S51°48'47"E 101.08 feet; thence S00°30'41"W 88.00 feet to the southeast corner of said Lot 14, at a point on the north boundary of Lot 13, Block 1, Harvest Lane; thence, along the boundary lines of said Lots 9-13, inclusive, Block 1, Harvest Lane, S90°00'00"E 14.64 feet; thence S00°21'04"W 100.09 feet; thence N89°38'56"W 145.21 feet to the point of curvature of a curve to the right having a radius of 15.00 feet and a central angle of 48°11'23"; thence along the arc of said curve 12.62 feet to a point of reverse curvature with a curve to the left having a radius of 45.00 feet and a central angle of 179°55'28"; thence along the arc of said curve 141.31 feet; thence S48°36'59"W 140.07 feet; thence N89°25'47"W 17.12 feet; thence N00°55'52"E 1.41 feet to the southeast corner of Lot 5, Block 2, Harvest Lane West; thence departing the boundary lines of Lots 9-13, Block 1, Harvest Lane and following the boundary lines of Lots 5, 6, Tracts A, B and D, Block 2, Harvest Lane West, N89°07'37"W 135.31 feet; thence N04°10'56"E 87.16 feet; thence N33°18'23"W 43.22 feet to a point on a curve to the left having a radius of 45.00 feet and a central angle of 146°20'33" and whose chord bears N16°28'40"W 86.15 feet; thence along the arc of said curve 114.94 feet; thence N00°21'04"E 105.61 feet; thence N89°38'56"W 144.07 feet; thence N17°42'24"E 183.01 feet; thence N77°39'00"W 134.68 feet; thence N12°21'00"E 145.17 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 78°00'04"; thence along the arc of said curve 34.03 feet to its point of tangency; thence S89°38'56"E 162.86 feet along the north line of said Tract D, Block 2, Harvest Lane West and its easterly extension, and departing the boundary lines of said Lots and Tracts, Block 2, Harvest Lane West, to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°26'18"; thence along the arc of said curve 39.46 feet to its point of tangency on the westerly line of Tabor Street as shown on the plat of said Harvest Lane West, being also the easterly line extended of said Tract B, Block 2, Harvest Lane West; thence along said easterly line and its extension; and the boundaries of said Tracts B, A and Lots 13 and 14, Block 2, Harvest Lane West, S00°47'22"W 209.90 feet to

the point of curvature of a curve to the right having a radius of 15.00 feet and a central angle of  $48^{\circ}11'23''$ ; thence along the arc of said curve 12.62 feet to a point of reverse curvature with a curve to the left having a radius of 45.00 feet and a central angle of  $186^{\circ}49'04''$ ; thence along the arc of said curve 146.73 feet to a point of reverse curvature with a curve to the right having a radius of 15.00 feet and a central angle of  $48^{\circ}11'23''$ ; thence along the arc of said curve 12.62 feet to its point of tangency; thence  $S89^{\circ}38'56''E$  210.52 feet to the point of curvature of a curve to the right having a radius of 15.00 feet and a central angle of  $48^{\circ}11'23''$ ; thence along the arc of said curve 12.62 feet to a point of reverse curvature with a curve to the left having a radius of 45.00 feet and a central angle of  $138^{\circ}11'23''$ ; thence along the arc of said curve 108.53 feet to the Point of Beginning. 2

Together with Tract C, Harvest Lane West, being more particularly described as beginning at the south point of curvature of the curve at the northeast corner of said Tract C; thence  $S00^{\circ}30'41''W$  214.97 feet to the point of curvature of a curve to the right having a radius of 15.00 feet and a central angle of  $89^{\circ}50'23''$ ; thence along the arc of said curve 23.52 feet to its point of tangency; thence  $N89^{\circ}38'56''W$  219.77 feet to the point of curvature of a curve to the right having a radius of 15.00 feet and a central angle of  $90^{\circ}26'18''$ ; thence along the arc of said curve 23.68 feet to its point of tangency; thence  $N00^{\circ}47'22''E$  215.08 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of  $89^{\circ}33'42''$ ; thence along the arc of said curve 39.08 feet to its point of tangency; thence  $S89^{\circ}38'56''E$  198.72 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of  $90^{\circ}09'37''$ ; thence along the arc of said curve 39.34 feet to its point of tangency at the Point of Beginning, the net area of both parcels being 6.191 acres, more or less.

hereinafter referred to as Harvest Lane West Filing No. 2.

WHEREAS, the Owner/Developer is planning development of said property and said development plans include the requirement of sanitary sewer facilities, water line facilities, storm drainage facilities, irrigation and streets as shown on City Job No. 2807.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Arvada of the final plat of Harvest Lane West Filing No. 2, the dedication of certain land to the City for street purposes, and other good and valuable considerations, the sufficiency and adequacy of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. The Owner/Developer upon final approval of the final plat of Harvest Lane West Filing No. 2, shall immediately deliver the original of said final plat to the City Clerk of the City of Arvada, along with \$10.00 per final plat sheet; further, that as a part of the platting procedure he has filed with the City Engineer nine copies of plans for the construction of streets, water lines, sanitary sewer mains, storm drains and storm drainage structures, irrigation ditch piping and irrigation ditch structures in said proposed Harvest Lane West Filing No. 2, as required by the City in its action accepting the final plat of Harvest Lane West Filing No. 2. Said plans do hereby meet the approval of the City Engineer and shall be constructed as approved. Further, the Owner/Developer agrees to file with the City an original or sepia reproducible copy of the as-built construction plans of said public improvements upon their completion. Said as-built plans shall be delivered to the City prior to commencement of the one-year warranty for said public improvements.

2. The Owner/Developer agrees to, at his own expense, furnish and install the public improvements in accordance with the plans and specifications approved by the City of Arvada, Colorado (City Job No. 2807).

3. The Owner/Developer agrees to pay all installation charges for lighting, electric and gas required by Public Service Company in this development.

4. In accordance with 1973 Colorado Revised Statutes as amended and Section 5.3 of the Arvada Subdivision Regulations, the Owner/Developer agrees to establish all subdivision monumentation. 3

5. Before proceeding with any of the work contemplated herein, the Owner/Developer shall ensure that all contractors and/or subcontractors employed by the Owner/Developer shall be licensed by the City before the contractor and/or subcontractor may commence work on any of the improvements contemplated herein.

6. The parties have executed this contract such that completion of the improvements shall be subject to strikes, accidents, acts of God, weather conditions which delay construction, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of any party.

7. The Owner/Developer agrees to maintain, in a reasonable, suitable and proper condition for travel, ingress and egress, all streets located within the development until they are completed and accepted for maintenance by the City. The Owner/Developer is also responsible to remove mud, dirt and debris that is "tracked," blown or carried onto public property or off-site onto private property.

8. All improvements constructed by the Owner/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 and the Owner/Developer warrants said improvements for one year from the date of acceptance by the City.

9. The Owner/Developer agrees to comply with all the ordinances, rules and regulations of the City and pay all fees required by the City related to building permits, inspection fees, tap fees, drainage fees and all charges normally required by the City.

10. The Owner/Developer agrees to sign at the time of the Building Permit and abide by the "Interpretation of Hard Surface Areas" (Arvada City Code, Sections 30-46 through 30-83).

11. The Owner/Developer agrees to take all steps necessary to prevent fugitive dust and erosion from leaving the development.

12. The Owner/Developer agrees to improve the south half of W. 75th Ave. plus 10 feet to the north of centerline including asphalt, curb, gutter and a 5 foot detached sidewalk.

13. The Owner/Developer agrees to improve all local streets illustrated on the final plat to local street standards.

14. The Owner/Developer agrees to pay the park development fee of \$4,800.00 as required by Section 25-64 of the City Code.

15. The Owner/Developer agrees to locate all driveways to maximize sight distance onto public streets. At the time of building permit, driveway locations must be approved by the City's Traffic Engineer.

RECEPTION NO. 89082441

16. The Owner/Developer agrees to submit for review and approval by the City Engineer a construction phasing plan of public improvements prior to the issuance of the first building permit.

17. The Owner/Developer agrees that prior to the issuance of any building permits for above grade construction, that an all weather access road will be installed, water lines and fire hydrants will be installed and operational, and that permanent or temporary street signs will be installed.

18. The Owner/Developer agrees to convey 0.55 shares of Farmers Highline stock, or equivalent, as determined by the City's Water Resource engineer.

19. The parties hereto agree that this Subdivider's Agreement, by its terms, shall be binding upon the successors and assigns thereof and shall constitute covenants running with the described property.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

CITY OF ARVADA  
*[Signature]*  
Mayor

ATTEST:

*[Signature]*  
City Clerk

Approved as to form:

*[Signature]*  
City Attorney

OWNER/DEVELOPER  
Advocate Land Co., Inc.

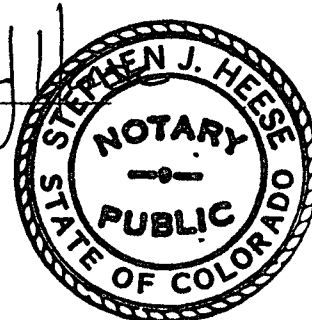
*[Signature]*  
President

By:

STATE OF COLORADO )  
                                  ) ss  
COUNTY OF JEFFERSON)

Acknowledged before me this 10<sup>th</sup> day of August 1989,  
by Robert De Witt, President - Advocate Land Co., Inc.

*[Signature]*  
Notary



My Commission Expires: 4/28/91

RECEPTION NO. 89082441

4



OWNER

*John K. Stubblefield*  
John K. Stubblefield

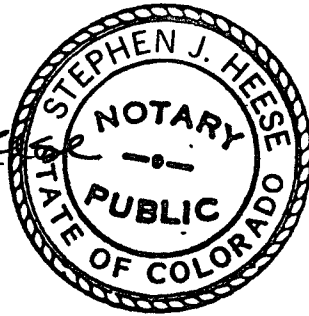
6

*Sharon J. Stubblefield*  
Sharon J. Stubblefield

STATE OF COLORADO )  
                                  ) ss  
COUNTY OF JEFFERSON)

Acknowledged before me this 10<sup>th</sup> day of August 1989,  
by John K. Stubblefield and Sharon J. Stubblefield

*Stephen J. Heese*  
Notary



My Commission Expires: 4/28/91

OWNER

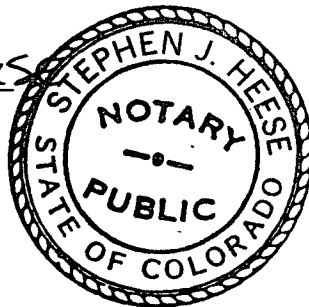
*Michael W. Allen*  
Michael W. Allen

*Della S. Allen*  
Della S. Allen

STATE OF COLORADO )  
                                  ) ss  
COUNTY OF JEFFERSON)

Acknowledged before me this 10<sup>th</sup> day of August 1989,  
by Michael W. Allen and Della S. Allen

*Stephen J. Heese*  
Notary



My Commission Expires: 4/28/91

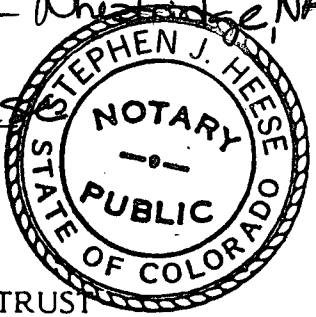
HOLDER OF DEED OF TRUST  
First Bank of Wheatridge, N.A.

7

By: [Signature]

STATE OF COLORADO )  
                                  ) ss  
COUNTY OF JEFFERSON)

Acknowledged before me this 10<sup>th</sup> day of August 1989,  
by Edson P. Holland as President of First Bank of Wheatridge, N.A.

[Signature]  
Notary  


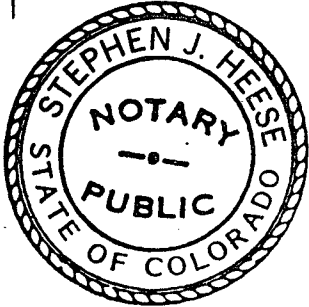
My Commission Expires: 4/28/91

HOLDER OF DEED OF TRUST  
Bank Western, a Federal Savings Bank

By: [Signature]  
Vice President

STATE OF COLORADO )  
                                  ) ss  
COUNTY OF JEFFERSON)

Acknowledged before me this 10<sup>th</sup> day of August 1989,  
by James D. Pace as Vice President of Bank Western, a federal Savings Bank

[Signature]  
Notary  


My Commission Expires: 4/28/91



HOLDER OF DEED OF TRUST  
Bright Mortgage Company

9

By:



STATE OF TEXAS        )  
                                  ) ss  
COUNTY OF DALLAS    )

Acknowledged before me this 15<sup>th</sup> day of August 1989,  
by Jon N. Dickerson, Vice President.



**RANDI CONNOR, NOTARY PUBLIC**  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES 10-21-91.

Randi Connor  
Notary

My Commission Expires: 10-21-91

sa6

RECEPTION NO. 89082441