

SUBDIVIDER'S AGREEMENT  
LAKECREST FILING NO. 4

2500

THIS AGREEMENT entered into and executed this 21<sup>st</sup> day of FEB. 1992, between J.G.H. Properties, Inc., a Colorado Corporation hereinafter referred to as Owner/Developer, Aurora National Bank, as Mortgagee and the City of Arvada, a Municipal Corporation, hereinafter referred to as the City.

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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 parcel of land located in the northeast one-quarter of Section 28, Township 2 South, Range 69 West of the 6th principal meridian, Jefferson County Colorado, more particularly described as follows:

Commencing at the east one-quarter corner of said Section 28; thence N 57°45'24" W 950.36 feet to a point on the east line of Lakecrest Patio Homes recorded in Book 76 at Page 58, Reception No. 84013191 Jefferson County records, said point being on the northerly right-of-way of the Farmers Highline Canal and being also the true point of beginning; thence N 49°22'20" W along the easterly boundary of Lakecrest Patio Homes, 240.48 feet to a point which is also on the easterly right-of-way of Miller Street; thence along the easterly right-of-way of Miller Street along a nontangent curve to the left having a length of 94.16 feet, a radius of 215.50 feet, a delta of 25°02'09", and a chord which bears N 11°19'22" W, 93.42 feet; thence N 23°50'26" W, 222.91 feet; thence along a curve to the right having a length of 39.27 feet, a radius of 25.00 feet, a delta of 90°00'00", and a chord which bears N 21°09'34" E, 35.36 feet to the southerly dedicated right-of-way of West 86th Parkway, recorded at reception No. 84033407; thence along the southerly right-of-way of West 86th Parkway N 66°09'34" E, 150.00 feet; thence N 64°14'59" E, 150.00 feet; thence N 66°09'34" E, 222.94 feet; thence departing said right-of-way S 43°41'12" E, 46.28 feet; thence S 73°19'51" E, 52.75 feet; thence S 10°20'12" E, 172.08 feet; thence S 07°14'48" E, 183.57 feet; thence S 25°22'12" W, 52.88 feet to a point on the northerly right-of-way of the Farmers Highline Canal; thence along said right-of-way S 59°24'54" W, 164.96 feet; thence S 49°44'00" W, 118.38 feet; thence S 40°37'49" W, 122.19 feet to the true point of beginning, containing 6.173 acres.

hereinafter referred to as Lakecrest Filing No 4.

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. 2840.

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 for Lakecrest Filing No 4, 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: 2

1. The Owner/Developer upon final approval of the final plat, shall immediately deliver the original of said 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 Lakecrest Filing No. 4, as required by the City in its action accepting the final plat. 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. 2840). Said public improvements must be installed and accepted by the City of Arvada along a lot's side, rear and front property lines prior to issuance of a Certificate of Occupancy for the subject lot.

3. This subdivision is located outside of a present calculated drainage area, therefore, no fee is required.

4. The Owner/Developer has complied with the six percent (6%) land dedication policy as required by City Code, Article II, Section 25-48, RELATING TO THE REQUIREMENTS EXISTING WITHIN THE CITY OF ARVADA PERTAINING TO THE DEVELOPMENT OF LAND LOCATED THEREIN AND LANDS PROPOSED TO BE ANNEXED THERETO AND PROVIDING FOR ORDERLY DEVELOPMENT OF SAID LANDS. Said compliance consist of dedication of land to the City elsewhere in the Lakecrest project.

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

6. 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 and have same approved by the Engineering Department prior to issuance of any Certificate of Occupancy.

7. 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.

8. 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, liability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of any party.

9. 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. 3

10. 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.

11. 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.

12. The Owner/Developer shall provide landscaping as shown on the approved Final Development Landscape Plan. The Owner/Developer will install an automatic sprinkler system, and the Owner/Developer or his heirs, successors or assigns will maintain all landscaping in perpetuity. The first Certificate of Occupancy for a building or group of buildings will not be issued unless landscaping is complete for Tracts A & B (or until money is escrowed in the amount of 150% of the landscape contract; or unless a Letter of Credit and a signed contract with a landscape contractor is submitted to the City).

13. 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).

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

15. The Owner/Developer understands that Miller Street has been constructed as a collector; however, to match existing development to the south and in accordance with the plans and specifications approved by the City of Arvada, Colorado (City Job No. 2840), the sidewalk should be attached. This sidewalk and perimeter fencing for the project should be installed prior to issuance of the first Certificate of Occupancy for the subdivision.

16. The Owner/Developer agrees to construct a six-foot solid fence with brick post not more than 60 feet apart adjacent to the West 86th Avenue Parkway property line. The fence and brick post must be installed prior to issuance of the first Certificate of Occupancy for a building or group of buildings in the subdivision.

17. The Owner/Developer agrees to notify at the time of closing, future homeowners of lots adjacent to the Croke Canal that a hiker/biker trail will be constructed along the canal.

18. 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

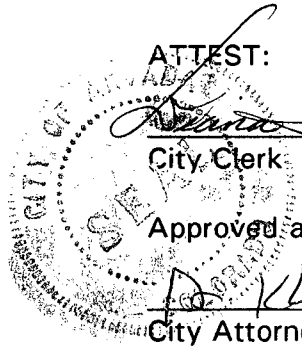
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ATTEST:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
City Attorney



OWNER/DEVELOPER  
J.G.H. Properties, Inc.,  
A Colorado Corporation

[Signature]  
Thomas W. Leonard, Secretary

STATE OF COLORADO     )  
  ) ss  
COUNTY OF JEFFERSON    )

Acknowledged before me this 21st day of February 1992, by Thomas W. Leonard

[Signature]  
Notary

My Commission Expires: 4/23/94



RECEPTION NO. 92026042

