

1200

SUBDIVIDER'S AGREEMENT
The Villages of San Marino

THIS AGREEMENT entered into and executed this 29th day of July, 19 85, between Troy Davis Homes, Inc., hereinafter referred to as Owner/Developer, and the City of Arvada, a Municipal Corporation, hereinafter referred to as the City.

WITNESSETH:

1-4

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 northwest 1/4 of Section 28 and the northeast 1/4 of Section 29, Township 2 South, Range 69 West of the 6th Principal Meridian, City of Arvada, County of Jefferson, State of Colorado, being more particularly described as follows:

Commencing at the west 1/4 corner of said Section 28; thence along the west line of the northwest 1/4 of said Section 28 N00°45'53"W, 769.83 feet to a point on the northerly right-of-way line of West 84th Avenue, said point being the Point of Beginning; thence along said northerly right-of-way line S89°55'28"W, 182.15 feet to a point on the easterly right-of-way line of the Church Ditch; thence along said easterly right-of-way line N02°09'19"E, 237.62 feet to a point on the southerly right-of-way line of West 86th Avenue; thence along said southerly right-of-way line the following five (5) courses and curves: (1) along a curve to the left which has a central angle of 00°45'03", a radius of 1485.00 feet, an arc length of 19.46 feet, and a long chord which bears N70°57'50"E, 19.46 feet, (2) N66°03'04"E, 151.80 feet, (3) N66°32'21"E, 131.66 feet, (4) along a curve to the right which has a central angle of 23°03'15", a radius of 1273.89 feet, an arc length of 512.58 feet, and a long chord which bears N78°03'59"E, 509.13 feet, (5) N89°35'36"E, 407.00 feet; thence departing said southerly right-of-way line S19°21'49"W, 763.93 feet to a point on the northerly right-of-way line of West 84th Avenue; thence along said northerly right-of-way line the following three (3) courses and curves: (1) N59°52'08"W, 319.75 feet, (2) along a curve to the left which has a central angle of 30°12'32", a radius of 700.26 feet, an arc length of 369.21 feet, and a long chord which bears N74°58'24"W, 364.95 feet, (3) S89°55'28"W, 127.49 feet to the Point of Beginning, said parcel containing 11.89 acres more or less,

hereinafter referred to as The Villages of San Marino.

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. 2736.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Arvada of the final development plan/final plat of The Villages of San Marino, 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 development plan/final plat of The Villages of San Marino, 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 eight copies of plans for the construction of streets, water lines, sanitary sewer mains, storm drains and storm drainage structures, in said proposed Villages of San Marino, as required by the City in its action

*Subdividers Agreement
Villages of San Marino*

7-29-85

*reception 85089573
September 19 1985*

accepting the final development plan/final plat of The Villages of San Marino. 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

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. 2736).

3. The Owner/Developer understands that this plat is outside any calculated drainage area; therefore, no Unit Drainage Fee will be required to be paid.

4. The Owner/Developer agrees to comply with the Lakecrest Annexation Agreement by paying to the City a park development fee of \$31,518 (\$306.00 x 103 units). This fee shall be paid prior to City Council action on the final development plan/final plat.

5. The City agrees to waive the \$100.00 per unit multi-family fee for park development.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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. No Certificate of Occupancy for a building or group of buildings will be issued unless landscaping is complete (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). 3

14. 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).

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

16. The Owner/Developer agrees to provide to the Planning Department a copy of the recorded final covenants prior to the issuance of the first Certificate of Occupancy.

17. All private streets are to be built to City of Arvada construction standards including structural cross section. The Owner/Developer shall supply a certification by a Professional Engineer that the utility trench compaction and street structural cross section was inspected during construction and meets City specifications. The certification must be filed prior to the first Certificate of Occupancy after completion of the private streets.

18. The Owner/Developer shall be responsible for the construction of a 6' solid screening fence with brick posts along W. 86th Ave. Parkway. This fence shall be similar in style and construction to that already in place for Lakecrest Filing No. 1 and Lakecrest Patio Homes further east of this development. In addition, the Owner/Developer shall provide a screening fence along W. 84th Ave., not to exceed four feet in height with brick posts.

19. The Owner/Developer agree to construct a full width public street at the easterly most entrances off of W. 86th Ave. Parkway, and W. 84th Ave., as shown on the construction drawings. This shall include construction of that portion of the street dedicated to the City by separate instrument.

20. The on-street parking shall be limited to one side of the street only unless the private street is widened to at least 34 feet. That parking shall be limited to the side of the street with the single-family patio homes and the other side shall be signed "No Parking".

21. The Owner/Developer agrees to provide automatic garage door openers to all garages within The Villages of San Marino.

22. The Owner/Developer understands that a pedestrian overpass is to be constructed in the future over W. 86th Ave. Parkway. Said overpass may significantly effect the views of some of the residents of this development. The Owner/Developer will be responsible to inform the original purchasers of the affected units of the proposed overpass.

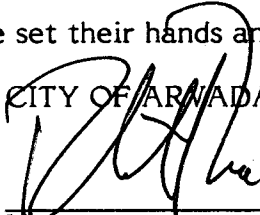
23. The Owner/Developer agrees to construct the following street improvements and schedule for those improvements:

a. Accel/decel lanes and left turning movement in W. 86th Ave. Parkway as per the approved construction drawings prior to the first building permit.

b. That W. 84th Avenue shall be constructed to the full required section and paving standards, including sidewalks, prior to the issuance of the fifth building permit.

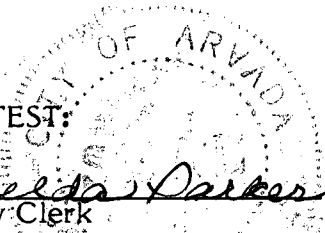
24. The parties hereto agrees that this Subdivider's Agreement, by its terms, shall be binding upon the successors and assigns thereof and shall constitute covenants running with the described property.

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

CITY OF ARVADA

Mayor


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ATTEST:



City Clerk

Approved as to form:

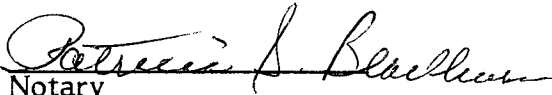

City Attorney - Assistant

OWNER/DEVELOPER
Troy Davis Homes, Inc.

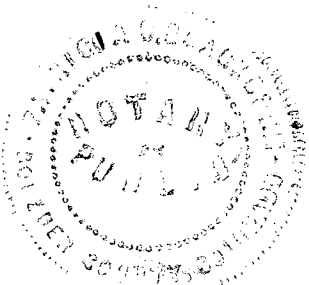

Troy Davis, President

STATE OF COLORADO)
) ss
COUNTY OF JEFFERSON)

Acknowledged before me this 29th day of July 1985,
by TROY W.C. DAVIS AS PRESIDENT.


Notary
565 W. Midway Blvd.
Broomfield, Co.
80020

My Commission Expires: 2/2/86



Regular
BK 85 Pg 46

RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85089574
09/19/85 10:58 20.00

\$20.00

Villages of San Marino

Portion NW 1/4 S28 and
NE 1/4 S29 T2S R69W 6th Pm

City of Arvada