

SUBDIVIDERS AGREEMENT

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THIS AGREEMENT entered into and executed this 22nd day of October, 1973, between Mrs. Lorena Larson, Owner, and the City of Arvada, a Municipal Corporation, hereinafter referred to as City.

WITNESSETH:

WHEREAS, the Owner or Developer(s) of the following described property located in the City of Arvada, County of Jefferson, State of Colorado:

All of that property within Larson Subdivision
the plat of which is attached hereto (Exhibit "A")
and incorporated herein by this reference; and

WHEREAS, at the time of sale or development, whichever occurs first, said development plans shall include the requirement of sanitary sewer facilities, water line facilities, storm drainage facilities and streets; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the parties, the approval by the City of Arvada of the plat of Larson Subdivision, 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 Developer(s), upon final approval of the plat of Larson Subdivision, shall immediately deliver the original of said plat to the City Clerk of the City of Arvada, along with a check in the amount of Ten Dollars (\$10.00) made payable to the Jefferson County Clerk and Recorder; further, that at the time of sale or development, whichever occurs first, they shall file with the City Engineer seven 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 subdivision as required by the City in its action accepting the final plat of the subdivision. Said plans shall meet the approval of the City Engineer and shall be constructed as approved. Further, the Developer(s) agree to file with the City an original or sepia reproducible copy of the as-built construction plans of said public improvements upon their completion.

2. The Developer(s) agree that at the time of sale or development, whichever occurs first, they will, at their own expense, furnish and install the public improvements, in accordance with the plans and specifications to be approved by the City of Arvada, Colorado.

3. The Developer(s) agree to pay, at the time of sale or development, whichever occurs first, the Unit Drainage Fee as required by Ordinance No. 834 Amended in the amount of \$417.96 and meet the conditions thereof, and the Land Dedication Fee in the amount of \$2,041.20.

4. Before proceeding with any of the work contemplated herein, the Developer shall provide liability and property damage insurance in amounts to be approved by the City Manager of the City, protecting the City against any and all claims for damages to persons or property resulting from the installation of any of the public improvements herein contemplated and true and accurate copies of said insurance policies shall be filed with the City Manager. Any contractor or subcontractor employed by the Developer(s) shall be licensed by the City before the contractor or subcontractor shall commence work on any of the improvements contemplated herein.

5. This contract is for the sole and exclusive benefit of the parties hereto and is not intended to create any obligation on the part of the parties hereto to any third person or parties not specifically parties to this agreement.

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 Developer(s) agree that at the time of development they will exert every reasonable effort to maintain all streets located within the subdivision in which the improvements are to be installed in a reasonably safe and passable condition during the course of the work contemplated. If, for any reason, the construction of the streets provided for in this agreement is delayed until the structures or dwelling units or any of them are occupied, then the Developer(s) agree to maintain sufficient streets in said subdivision used by the residents of any of such occupied structures or dwelling units in a reasonable, suitable and proper condition to provide for travel, ingress and egress, and to continue said maintenance until such time as the hard surface shall be completed and accepted for maintenance by the City.

8. All improvements constructed by the owner 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 Developer(s) warrant said improvements for one year from the date of acceptance by the City.

9. The Developer(s) agree 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 terms and conditions of this agreement shall constitute a covenant running with the land and shall be binding upon the heirs, successors, and assigns of the parties hereto.

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

CITY OF ARVADA

By Kenneth Mc Donnell
Mayor

ATTEST:
Clara Morris
City Clerk

OWNER

Lorena Larson
Mrs. Lorena Larson

COUNTY OF JEFFERSON
STATE OF COLORADO
FILED IN MY OFFICE ON
OCT 26 3 55 PM '73
RECORDED IN 2562 780
COUNTY CLERK & RECORDER

602358

Acknowledged before me this 22nd day of October 1973,
by LORENA LARSON

Virvan A. Barrette
Notary Public

My Commission Expires: December 8, 1973

