

SUBDIVIDER'S AGREEMENT

1-4

THIS AGREEMENT entered into and executed this 16th day of FEBRUARY, 1981, between Ralph H. Jacobson, Paul F. Hauptman, and Colorado State Bank, hereinafter referred to as Developer, and the City of Arvada, a Municipal Corporation, hereinafter referred to as the City.

WITNESSETH:

WHEREAS, the Developer is owner of the following described property located in the City of Arvada, County of Jefferson, State of Colorado:

Commencing at the northeast corner of the south one-half of the northwest 1/4 of Section 35; thence along the north line of said south one-half of the northwest 1/4 of the northwest 1/4 S 89°27'38"W, 389.07 feet to the Point of Beginning; thence continuing along said north line S 89°27'38"W, 501.08 feet; thence S 00°06'11"E, 474.36 feet to the southeasterly line of Warder Elementary School as described in Book 2562 at Page 783 extended northeasterly; thence S 32°15'12"W, 978.24 feet along said southeasterly line extended northeasterly to the most northerly corner of Lot 13, Club Crest Filing No. 5; thence S 46°35'38"E, 137.05 feet along the northeasterly line of said Lot 13 and its southeasterly extension to the east line of Lot 14, Club Crest Filing No. 5; thence S 00°06'11"E, 280.00 feet along the east line of Lots 14, 15, and 22 Club Crest Filing No. 5 to the northwesterly line of Allison Street, being a 60 foot right-of-way to a point of Non tangent curve, tangent of said curve bears N 74°44'00"E; thence along said Non tangent curve to the left, having a central angle of 16°48'21", a radius of 409.97 feet an arc length of 120.25 feet; thence N 57°55'39"E, 100.00 feet to a point of curve; thence along said curve to the left having a central angle of 50°00'00", a radius of 420.00 feet an arc length of 366.52 feet; thence N 07°55'39"E, 220.37 feet to a point of curve; thence along said curve to the right, having a central angle of 24°19'33" a radius of 430.00 feet an arc length of 182.56 feet; thence N 32°15'12"E, 401.45 feet to a point of curve; thence along said curve to the right having a central angle of 49°33'42" a radius of 330.00 feet an arc length of 285.45 feet; thence leaving said right-of-way of Allison Street N 00°36'03"W, 402.94 feet to the Point of Beginning, containing 14.41 acres more or less, having been platted as Club Crest Condominiums - Club Crest Filing No. 8.

hereinafter referred to as Club Crest Condominiums.

WHEREAS, the Developer is planning development of said property and said development plans include the requirement of sanitary sewer facilities, water line facilities, storm drainage facilities and sidewalks as shown on City Job No. 2603.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the parties, the approval by the City of Arvada of the plat/final development plan of Club Crest Condominiums, the dedication of certain easements to the City for drainage, pedestrian, and utility 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, upon final approval of the plat/final development plan of Club Crest Condominiums, shall immediately deliver the original of said plat to the City Clerk of the City of Arvada, along with \$10.00; further, that as a part of the platting procedure he has filed with the City Engineer eight copies of plans for the construction of sidewalk, water lines, sanitary sewer mains, and storm drainage structures, in said proposed plat/final development plan, as required by the City in its action accepting the final plat of Club Crest Condominiums. Said plans do hereby meet the approval of the City Engineer and shall be constructed as approved. Further, the 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 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. 2603).

STATE DOCUMENTS FEE
no duplicate collected
MAR 27 1981

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2-16-81

81020632
March 27 1981

Club Crest Condoes
2nd Subdividers Agreement 5/16/83
Modification Agreement (Indian Be Apts Ltd.) 4/23/84

3. The Developer agrees to pay the Unit Drainage Fee as required by Ordinance, in the amount of \$1,657.15 and meet the conditions thereof.
4. The Developer agrees to pay all installation charges for lighting, electric and gas required by Public Service Company in this development.
5. In accordance with 1973 Colorado Revised Statutes as amended and Section 5.3 of the Arvada Subdivision Regulations, the Developer agrees to establish all subdivision monumentation and have same approved by the Engineering Department prior to issuance of any Certificate of Occupancy.
6. Any contractor or subcontractor employed by the Developer shall be licensed by the City before the contractor or subcontractor shall commence work on any of the improvements contemplated herein.
7. 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.
8. The Developer agrees to exert every reasonable effort to maintain all streets located within the plat 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 agrees to maintain sufficient streets in said plat 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.
9. 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 warrants said improvements for one year from the date of acceptance by the City.
10. The 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.
11. Club Crest Condominiums is a condominium project and shall be governed by the Declaration of Covenants, Bylaws of the Homeowner's Association and the Articles of Incorporation. Said documents shall be submitted by the Developer to the City Attorney's office for approval prior to issuance of any Certificate of Occupancy.
12. The Developer agrees to establish a uniform stand of "fairway" Crested Wheat in the area of the drainageway easement in order to complement the George Meyers Pool dryland grass.
13. Landscaping for the project shall be provided by the Developer as shown on the approved final landscaping plan. No Certificate of Occupancy for a building or group of buildings will be issued unless landscaping is complete or an escrow account is set up with an independent financial institution in the amount of 150% of the estimated landscaping costs based on a firm contract between the Developer and a landscaping company. Proof of escrow and landscaping contract shall be submitted to the City Planning Director. Landscaping shall be perpetually maintained by the Homeowners Association with an automatic sprinkler system. Landscaping shall not be planted so as to interfere with visibility at intersections and curves on Allison Way.
14. The Developer agrees to maintain the public access easement across the site as shown on the final plat.

