

SUBDIVIDER'S/DEVELOPMENT AGREEMENT
Arbor Estates

20.00
THIS AGREEMENT entered into and executed this 17th day of MAY, 1993, between KDB Homes, Inc., a Delaware Corporation, hereinafter referred to as Owner/Developer, and the City of Arvada, a Municipal Corporation, hereinafter referred to as the City. 1-6

WITNESSETH:

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

Three parcels of land located in part of the replat of Lake Arbor Village amended as recorded in the Office of the Clerk and Recorder of Jefferson County, Colorado in book 72 at pages 40-42, and located in the southeast one-quarter of Section 25, Township 2 south, Range 69 west of the sixth principal meridian, City of Arvada, State of Colorado, more particularly described as follows:

Parcel "A": Commencing at the south one-quarter corner of said Section 25; thence N 00°01'45"W along the west line of the southeast one-quarter of said Section 25 a distance of 100.00 Feet to the southwest corner of said replat, which point is also the Point of Beginning; thence continuing along said west line a distance of 490.10 Feet to the south right-of-way line of Pomona Drive; thence along said south right-of-way line the following five (5) courses: 1) thence S 80°24'00"E a distance of 100.12 Feet to a point of curve; 2) thence along a curve to the left having a central angle of 09°58'00" and a radius of 328.00 Feet an arc distance of 57.06 Feet to a point of tangent; 3) thence N 89°38'00"E along said tangent a distance of 225.22 Feet to a point of curve; 4) thence along a curve to the left having a central angle of 15°31'25" and a radius of 203.00 Feet an arc distance of 55.00 Feet to a point of reverse curve; 5) thence along a curve to the right having a central angle of 84°28'25" and a radius of 10.00 Feet an arc distance of 14.74 Feet to a point of tangent, which point is also along the westerly right-of-way line of Gray Court; thence along said westerly right-of-way line following two (2) courses: 1) thence S 21°25'00"E along said tangent a distance of 174.63 Feet to a point of curve; 2) thence along a curve to the left having a central angle of 45°21'16" and a radius of 203.00 Feet an arc distance of 160.69 Feet; thence S 26°20'06"W a distance of 88.16 Feet; thence S 58°39'54"E a distance of 86.73 Feet; thence S 25°15'34"E a distance of 109.33 Feet to a point on the southerly boundary of said replat of Lake Arbor Village Amended; thence along said southerly boundary the following three (3) courses: 1) thence along the arc of a non-tangent curve to the left having a central angle of 07°17'44" and a radius of 2009.86 Feet an arc distance of 255.92 Feet (and whose chord bears S 78°24'40"W a chord distance of 255.75 Feet); 2) thence S 89°55'30"W a distance of 326.87 Feet; 3) thence N 65°03'00"W a distance of 165.49 Feet to the point of beginning; containing 7.042 Acres more or less.

Parcel "B": Commencing at the intersection of the westerly right-of-way line of Chase Drive and the southerly right-of-way line of West 80th Place; thence N 78°13'58" W a distance of 148.00 Feet to a point on the northerly right-of-way line of West 80th Place, which point is also the Point of Beginning; thence along said northerly right-of-way line the following three (3) courses: 1) thence S 56°00'00"W a distance of 95.94 Feet to a point

of curve; 2) thence along a curve to the right having a central angle of 31°53'00" and a radius of 201.74 Feet an arc distance of 112.26 Feet to a point of tangent; 3) thence along said tangent S 87°53'00"W a distance of 219.28 Feet to the southeasterly corner of Phase 4 as 219.28 Feet to the southeasterly corner of Phase 4 as recorded at Reception No. 84011639 of the Clerk and Recorders Office of Jefferson County, Colorado; thence along the easterly boundary of said Phase 4 the following four (4) courses: 1) thence N 19°47'20"W a distance of 81.40 Feet; 2) thence N 32°11'28"E a distance of 15.55 Feet; 3) thence N 65°53'01"W a distance of 23.77 Feet; 4) thence N 16°38'59"W a distance of 144.18 Feet; thence S 89°23'36"E a distance of 20.93 Feet; thence N 00°36'24"E a distance of 16.44 Feet; thence N 70°06'12"E a distance of 175.31 Feet to a point of curve; thence along a curve to the left having a central angle of 15°46'27" and a radius of 202.80 Feet an arc distance of 55.83 Feet; thence N 56°00'00"E a distance of 72.12 Feet to a point on the easterly boundary of said replat; thence S 34°00'00"E along said easterly boundary a distance of 342.14 Feet to the point of beginning; containing 2.684 Acres, more or less.

Parcel "C": Commencing at the south one-quarter corner of said Section 25; thence N 00°01'45"W along the west line of the southeast one-quarter of said Section 25 (which line is also the westerly boundary of the replat of Lake Arbor Village Amended) a distance of 646.89 Feet to a point on the northerly right-of-way line of Pomona Drive, which point is also the point of beginning; thence continuing N 00°01'45"W along the aforesaid course a distance of 1214.62 Feet to a point on the southwesterly boundary of Far Horizons Filing No. 2; Thence along said southwesterly boundary the following three (3) courses; 1) thence east a distance of 64.88 Feet to a point of curve; 2) thence along a curve to the right having a central angle of 56°00'00" and a radius of 233.00 Feet an arc distance of 227.73 Feet to a point of tangent; 3) thence S 34°00'00"E along said tangent a distance of 849.85 Feet; thence S 88°44'28"W a distance of 356.65 Feet to a point on the easterly right-of-way line of Gray Court; thence N 00°14'31"E along said easterly right-of-way line a distance of 16.48 Feet; thence N 89°45'29"W a distance of 50.00 Feet to a point on the westerly right-of-way line of Gray Court; thence along said westerly right-of-way line the following four (4) courses: 1) thence S 00°14'31"W a distance of 87.20 Feet to a point of curve; 2) thence along a curve to the left having a central angle of 21°39'31" a radius of 325.00 Feet an arc distance of 122.85 Feet; 3) thence S 21°25'00"E a distance of 229.31 Feet to a point of curve; 4) thence along a curve to the right having a central angle of 97°20'27" and a radius of 10.00 Feet an arc distance of 16.99 Feet to a point of compound curve, which point is also on the northerly right-of-way line of Pomona Drive; thence along said northerly right-of-way line the following four (4) courses: 1) thence along a curve to the right having a central angle of 13°42'30" and a radius of 147.00 Feet an arc distance of 35.16 to a point of tangent; 2) thence S 89°38'00"W along said tangent a distance of 225.22 Feet to a point of curve; 3) thence along a curve to the right having a central angle of 09°58'00" and a radius of 272.00 Feet an arc distance of 47.32 Feet to a point of tangent; 4) thence N 80°24'00"W along said tangent a distance of 119.62 Feet to the point of beginning; containing 12.070 Acres, more or less.

hereinafter referred to as Arbor Estates Filing No. 1.

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. 2864.

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 Arbor Estates Filing No. 1, 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 Arbor Estates Filing No. 1, 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 final plat, as required by the City in its action accepting the final plat of Arbor Estates Filing No. 1. 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. 2864).

3. The Owner/Developer is required by ordinance to pay a Unit Drainage Fee and meet the conditions thereof. The Unit Drainage Fee for the Arbor Estates site was paid at the time of approval of the final plat for the previous Lake Arbor Village Plat.

4. The Owner/Developer is required to comply 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. The Land Dedication Fee was satisfied or will be satisfied by construction of the following amenities: a swimming pool and tennis courts in the Lake Arbor Village development and a proposed play ground as part of the Arbor Estates project.

In addition, the developer will not be charged a Park Development Fee because the Owner/Developer will provide that the residents of Arbor Estates will become "members of the master association for Lake Arbor Village" and will have use the of the amenities described above.

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

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

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, inability 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. The Owner/Developer agrees to promptly comply with the City's request to remove mud, dirt, and debris on public property. Nothing herein shall constitute a waiver of any right of the City to take whatever actions may be available to enforce the City's ordinances concerning the safety of streets or public ways.

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 the quality 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 and the required sprinkler system in perpetuity.

13. The Owner/Developer agrees to construct all private streets within the development in accordance with the City of Arvada specifications.

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 construct the elevations of the dwellings units submitted as part of the final development plan, with minor modifications approved by the Planning Director, unless an amendment to the plan is approved pursuant to the City's Code and ordinances.

17. The Owner/Developer will landscape the front yard of each lot in the subdivision. This landscaping must be installed prior to Planning Department approval of a certificate of occupancy for the lot. No Certificate of Occupancy for a residential unit will be issued unless the front yard landscaping is complete (or upon the City's approval and at the City's sole discretion until money is escrowed in the amount of 150% of the estimated landscape improvements contract or a Letter of Credit in the amount of 150% of the estimated landscape improvements contract and a signed contract with a landscape contractor is submitted to the City).

18. The Owner/Developer agrees to provide landscaping and fencing adjacent to West 80th Place as shown on the landscaping plan prior to issuance of the first certificate of occupancy for a dwelling unit that is adjacent to West 80th Place. The landscaped areas must be maintained by the Homeowner's Association and must be serviced with an automatic irrigation or sprinkler system installed by the Owner/Developer.

19. The Owner/Developer agrees to construct a six-foot solid fence with brick posts not more than 60 feet apart adjacent to West 80th Avenue prior to issuance of the first certificate of occupancy for a dwelling unit adjacent to West 80th Avenue.

20. The Owner/Developer must provide a 20 foot emergency access drive onto Chase Drive at the north end of the development as shown on the final plat. A physical barrier (post and breakaway chain) approved by the City must to be placed across the emergency access at the northern portion to stop automobile traffic from using this "emergency access only" as a exit or entrance to the subdivision. The Homeowners Association must maintain the 20 foot emergency access easement.

21. The Owner/Developer must apply for a floodplain map revision through the Federal Emergency Management Association (F.E.M.A.) to remove lots 55,56,57,58,59,60 and 61 from the floodplain. After approval from F.E.M.A., the applicant must apply for a zoning map revision to the City's Official Floodplain Map to remove these lots from the City's floodplain boundary. This zoning map revision must be completed prior to issuance of a building permit for any of the above lots, otherwise the Owner/Developer must comply with the City's regulations for construction within the floodplain.

22. The Owner/Developer agrees that the City's vacation of existing utility and drainage easements in Lake Arbor Village Amended will be subject to the dedication of new drainage and utility easements and the construction of new service lines in the Arbor Estates Subdivision. A building permit shall not be issued for any lot within the subdivision until such replacement lines have been built by the developer and accepted by the City.

23. 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.

