

70.00
**WEST WOODS RANCH PHASE 2 TRACT C
SUBDIVIDER'S/DEVELOPMENT AGREEMENT**

THIS SUBDIVIDER'S/DEVELOPMENT AGREEMENT ("Agreement") is entered into and made between THE GENESEE COMPANY, a Colorado corporation, whose address is 534 Commons Drive, Golden, Colorado, 80401, hereinafter referred to as "Owner/Developer," HELEN S. NEWMAN, whose address is 6060 West Ranch Trail, Morrison, Colorado, 80465, hereinafter referred to as "Holder of Deed of Trust", and the CITY OF ARVADA, COLORADO, a Colorado municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado, 80001-8101, hereinafter referred to as the "City." This Agreement shall be effective following its execution by the Owner/Developer and immediately upon approval by the City Council of the City of Arvada as evidenced by the signature of the City's Mayor or Mayor Pro Tem on the date indicated below. 1-14

RECITALS AND REPRESENTATIONS:

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

A parcel of land situated in the north half of the northwest quarter of Section 1, Township 3 South, Range 70 West of the Sixth Principal Meridian, City of Arvada, Jefferson County, State of Colorado and being more particularly described as follows:

Commencing at the northwest corner of said Section 1; thence along the west section line of said Section 1 S00°43'58"E, 1205.11 feet; thence leaving said section line N89°15'59"E, 30.00 feet to the northwest corner of West Woods Ranch Parcel F (reception no. 93016690) also being the easterly right-of-way line of Quaker Street (reception no. 92138558) and the true point of beginning; thence along the easterly right-of-way line of said Quaker Street N00°43'58"W, 747.78 feet; thence leaving said easterly line N89°16'20"E, 225.08 feet; thence S62°16'20"E, 560.00 feet; thence S54°46'20"E, 180.00 feet; thence S65°16'20"E, 385.00 feet; thence S31°50'49"E, 74.39 feet; thence S55°45'30"W, 440.79 feet to the northerly right-of-way line of West 70th Avenue as dedicated by said final plat of West Woods Ranch Parcel F; thence along said northerly right-of-way line the following sever (7) consecutive courses: 1) thence N89°49'49"W, 514.96 feet to a point of curvature; 2) thence along a curve to the right having a length of 36.86 feet, a radius of 140.00 feet, a central angle of 15°05'13" and a chord which bears N82°17'13"W, 36.76 feet to a point of tangency; 3) thence N74°44'36"W, 184.13 feet to a point of curvature; 4) thence along a curve to the left having a length of 58.61 feet, a radius of 210.00 feet, a central angle of 15°59'25" and a chord which bears N82°44'19"W, 58.42 feet to a point of tangency; 5) thence S89°15'59"W, 45.50 feet to a point of curvature; 6) thence along a curve to the right having a length of 39.27 feet, a radius of 25.00 feet, a central angle of 90°00'00", and a chord which bears N45°44'13"W, 35.35 feet to a point of nontangency; 7) thence S89°15'59"W,

25.00 feet to the true point of beginning. The above described parcel contains 16.01 acres, more or less.

Parcel 1 (Exception)

A parcel of land owned by the Church Ditch Company as recorded in Jefferson County at reception number 92108386 situated in the northwest quarter of Section 1, Township 3 South, Range 70 West of the Sixth Principal Meridian, City of Arvada, Jefferson County, State of Colorado and being more particularly described as follows:

Commencing at the northwest corner of said Section 1; thence along the west line at said Section 1 S00°43'58"E, 1293.11 feet to the northwest corner of the south half of the northwest quarter of said Section 1; thence N31°50'54"E, 103.26 feet to the northerly right-of-way line of West 70th Avenue as dedicated by the plat of West Woods Ranch Parcel F (reception number 93016690) and the true point of beginning; thence leaving said right-of-way line N60°19'24"E, 27.14 feet to a point of curvature; thence along a curve to the left having a length of 58.71 feet, a radius of 55.00 feet and a central angle of 61°03'43" to a point of tangency; thence N00°44'19"W, 153.44 feet; thence along a line parallel to said West 70th Avenue N89°15'59"E, 60.0 feet; thence S00°44'19"E, 153.43 feet to a point of curvature; thence along a curve to the right having a length of 94.91 feet a radius of 115.00 feet, a central angle of 47°17'06" and a chord which bears S22°54'14"W, 92.24 feet to a point of non-tangency curvature and the northerly right-of-way lien of said West 70th Avenue; thence along said right-of-way line the following three (3) consecutive courses: 1) thence along a curve to the left having a length of 4.72 feet, a radius of 210.00 feet, a central angle of 01°17'17" and a chord which bears S89°54'40"W, 4.72 feet; 2) thence S89°15'59"W, 45.50 feet to a point of curvature; 3) thence along a curve to the right having a length of 37.44 feet, a radius of 25.00 feet, a central angle of 85°47'54" and a chord which bears N47°50'01"W, 34.04 feet to the true point of beginning. The above described parcel contains 15,306 square feet (0.35 acres) more or less.

Parcel 2 (Exception)

A portion of a parcel of land granted by quit claim deed and recorded in book 1032 page 110, to Golden Ralston Creek and Church Ditch Company, situated in the north half of the northwest quarter of Section 1, Township 3 South, Range 70 West of the Sixth Principal Meridian, City of Arvada, City of Arvada, Jefferson County, State of Colorado and being more particularly described as follows:

Commencing at the northwest corner of said Section 1; thence along the west line of said Section 1 S00°43'58"E, 457.33; thence leaving said section line N89°16'20"E, 135.41 feet to the true point of beginning; thence continuing along

said line N89°16'20"E, 86.67 feet; thence S36°52'00"E, 23.08 feet; thence S53°08'00"W, 70.00 feet thence N36°52'0"W, 74.19 feet to the true point of beginning. The above described parcel contains 3,404 square feet (0.08 acres) more or less.

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The total area for Tract C minus the two excluded parcels is 15.58 acres;
hereinafter referred to as "West Woods Ranch Phase 2 Tract C."

WHEREAS, the Owner/Developer is planning development of West Woods Ranch Phase 2 Tract C and the Owner/Developer's development and construction plans include the installation of sanitary sewer facilities, water line facilities, storm drainage facilities, and streets as shown on City Job No. 2887.

WHEREAS, the Owner/Developer has submitted to the City proposed final development plans/final plat which include a final plan for development, final landscape plan, and other supporting documentation for the development of West Woods Ranch Phase 2 Tract C. These development plans, as approved by the City, are public records on file and available for review at the City of Arvada, City Hall, Planning Department, 8101 Ralston Road, Arvada, Colorado. These plans, as approved by the City, are incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement.

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 West Woods Ranch Phase 2 Tract C, the dedication of certain land to the City for street and other public 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. PLAT AND IMPROVEMENT PLANS. The Owner/Developer upon final approval of the final plat of West Woods Ranch Phase 2 Tract C, shall immediately deliver the original of the approved 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 the Owner/Developer has filed with the City Engineer ten (10) copies of plans for the construction of streets, water lines, sanitary sewer mains, storm drains and storm drainage structures in West Woods Ranch Phase 2 Tract C, as required by the City. No approval of the public improvements construction plan is conferred by this Agreement and approval shall be independently made by the City Engineer following City staff review and comment and the City Engineer determines that the plans meet the applicable City engineering specifications and commonly accepted engineering practices. Further, the Owner/Developer shall file with the City an original or sepia reproducible copy of the as-built construction plans of said public improvements upon the completion of the improvements. Said as-built plans shall be delivered to the City prior to commencement of the one-year warranty for said public improvements.

2. RECORDATION OF PLAT. The Owner/Developer shall pay all costs associated

with recordation of this Agreement and the West Woods Ranch Phase 2 Tract C Final Plat with the Clerk and Recorder of Jefferson County, Colorado.

3. PUBLIC IMPROVEMENTS. The Owner/Developer shall, at its own expense, design, furnish, construct, and install the public improvements in accordance with the plans and specifications approved by the City of Arvada, Colorado (City Job No. 2887), and shall, at its own expense, construct the east half of Quaker Street adjacent to West Woods Ranch Phase 2 Tract C as required by paragraph 15 of this Agreement.

4. LAND DEDICATION/FEE-IN-LIEU. The City acknowledges that the six percent (6%) land dedication policy as required by City Code, Article II, Section 25-48, entitled "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", has been satisfied.

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

6. SUBDIVISION MONUMENTATION. In accordance with the applicable Colorado Revised Statutes, as amended, and in accordance with Section 5.3 of the Arvada Subdivision Regulations, the Owner/Developer shall establish all subdivision monumentation and have the monumentation approved by the Engineering Department prior to issuance of any Certificate of Occupancy for any structure within West Woods Ranch Phase 2 Tract C.

7. CONTRACTOR LICENSING. 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 improvements within West Woods Ranch Phase 2 Tract C.

8. DELAYS. The parties have executed this contract such that completion of the improvements shall be subject to strikes, accidents, acts of God, weather conditions which justify a delay in construction in light of standard practices in the building profession, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delay resulting from events which are beyond the control of the delaying party and which are agreed to by the parties as justifying delay.

9. STREET MAINTENANCE. 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 such time as the streets are completed and accepted for maintenance by the City. The Owner/Developer shall take all steps necessary to limit and prevent the accumulation of, and to remove accumulated mud, sediment, dirt, trash, and other debris that is "tracked," blown, or otherwise carried onto public property or off-site onto private property during development. Such obligation shall continue until all units and improvements within West Woods Ranch Phase 2 Tract C are completed. If the Owner/Developer fails to remedy

any conditions caused or generated by the development as contemplated by this paragraph within twenty-four hours of oral or written notice by the City, the Owner/Developer agrees to pay to the City any costs incurred by the City in remedying such conditions. Payment of such costs shall be made prior to the City's issuance of additional building permits or certificates of occupancy for all or any part of the development and the Owner/Developer understands and agrees that the City may revoke existing building permits until such time as costs incurred pursuant to this paragraph are paid in full. Nothing herein shall obligate the City to remedy such conditions or shall limit the City in its selection of the method or manner of remedy, including but not limited to contracting with an individual or company to remedy such conditions.

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10. PUBLIC IMPROVEMENT DEDICATION. 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. The City may request, and the Owner/Developer shall provide at the Owner/Developer's cost, documentary evidence satisfactory to the City that any public rights-of-way, easements, or other property dedicated, conveyed, acquired, devised, or granted to the City is free and clear of encumbrances which, in the sole opinion of the City, defeat, limit, or impede the City's ability to use the public property as intended.

11. PAYMENT OF FEES AND CHARGES. The Owner/Developer agrees to comply with all the ordinances, rules and regulations of the City and shall pay all fees and other charges in a timely manner as required by the City, including but not limited to building permits, inspection fees, tap fees, drainage fees, imposed by the City by ordinance, rule, resolution, motion, or by the terms and conditions of this Agreement.

12. DESIGN CRITERIA. The Owner/Developer agrees that the following development parameters will apply to every lot within West Woods Ranch Phase 2 Tract C:

<u>Front*</u>	<u>Setbacks</u>		<u>Max. Bldg. Height***</u>	<u>Max. Lot Coverage</u>	<u>Min. Lot Size</u>	<u>Average Lot Size</u>	<u>Min. Lot Width</u>	<u>Min. # of Parking Spaces</u>
	<u>Side**</u>	<u>Rear**</u>						
20/16	7.5'	10'	35'	35%	6,500 sq.	7,500 sq. ft.	65'	2

- * Front setback shall be measured from the face of the structure to the back of the sidewalk. Where a portion of the structure extends beyond the garage, the living structure may encroach 4' into the front 20' setback.
- ** Side and rear setbacks shall be measured from the property line. Uncovered decks or patios which are no more than 30" above grade will be allowed to encroach in the rear setback.
- *** Building height shall be measured per the Zoning Ordinance.

13. STAGGERING OF FRONT SETBACKS. The Owner/Developer agrees to stagger the front setbacks for units on Lots 20 through 28, Block 1 and Lots 15-18, Block 2, inclusively, within West Woods Ranch Phase 2 Tract C in a manner that results in a maximum of three consecutive units with the same front setback.

14. SETBACK FROM CENTERLINE OF QUAKER STREET/LOTS 8 AND 9. All

structures within West Wood Ranch Phase 2 Tract C must be setback a minimum of eighty-five (85) feet from the centerline of Quaker Street. An Exception will be made for garages on lots 8 and 9 which must be placed on the west side, and will be allowed to encroach into this setback to within seventy (70) feet of the centerline of Quaker Street; no portion of a structure other than the garage may be located closer to Quaker Street than 85 feet from centerline. 6

15. DEDICATION OF RIGHT-OF-WAY AND CONSTRUCTION OF QUAKER STREET. The Owner/Developer shall dedicate a twenty-five (25) foot wide strip of land for public right-of-way for Quaker Street along the entire western boundary of the West Woods Ranch Phase 2 Tract C property that borders Quaker Street. This dedication is accurately depicted on the Final Plat for West Woods Ranch Phase 2 Tract C. This dedicated land shall be for the purpose of public right-of-way. The Owner/Developer shall design and construct, at its sole expense, the eastern one-half of Quaker Street adjacent to the development to arterial street standards as described by the applicable City Code, ordinance, rule, regulation or other City-adopted specifications. The cross section of Quaker Street must match the cross section established in City of Arvada Project No. 92-ST-51.

16. NO ACCESS TO QUAKER STREET OR WEST 70TH AVENUE/ORION STREET. No driveway or other access will be permitted onto Quaker Street, West 70th Avenue/Orion Street from any lot within West Woods Ranch Phase 2 Tract C.

17. LANDSCAPING OF QUAKER STREET AND WEST 70TH AVENUE/ORION STREET. The Owner/Developer shall install, at its sole expense, the Quaker Street and West 70th/Orion Street landscaping and fencing as illustrated on the approved final landscape plan prior to issuance of a certificate of occupancy for any structure within West Woods Ranch Phase 2 Tract C. The City may, at its sole discretion and as a temporary measure prior to the Owner/Developer's completion of the landscaping required under this paragraph, accept the deposit of funds in escrow in an amount of one-hundred and fifty percent (150%) of the estimated cost of providing landscaping required by this paragraph. Such estimate shall be made by a landscape contractor acceptable to the City; the City may, at its sole discretion and upon the City's rejection of an estimate provided by the Owner/Developer, obtain an estimate of the costs of landscaping and such estimate shall be binding upon the Owner/Developer in determining the amount of funds to be escrowed. The terms and conditions of any agreement for the escrow of funds shall be subject to the approval of the City Attorney. The City shall release the escrowed funds only upon completion of all landscaping obligations by the Owner/Developer. In the event that the Owner/Developer defaults upon its obligations specified in this paragraph following the escrow of funds, the City may, in its sole discretion, withhold certificates of occupancy for West Woods Ranch Phase 2 Tract C or, if the City elects to issue certificates of occupancy, the City may retain all escrowed funds and apply all funds toward the completion of the Owner/Developer's landscaping obligations required by this paragraph. The City may, in its sole discretion, refund all or part of the escrowed funds not applied to completion of the landscaping required by this paragraph. The method and manner in which the City elects to undertake and complete the landscaping obligations of a defaulting Owner/Developer shall be within the sole discretion of the City; provided, however, that nothing

herein shall obligate the City to install or complete the landscaping improvements and nothing herein shall prevent, prohibit, or limit the remedies available to the City to enforce the Owner/Developer's obligations under this paragraph.

18. LANDSCAPING OF PARCELS A, B AND THE OFFSITE DETENTION FACILITY. The Owner/Developer shall install, at its sole expense, the landscaping within Parcels A, B and the offsite detention facility located at the northeast corner of W. 70th Avenue and Orion Street (described in Exhibit A to this Agreement), as illustrated on the approved final landscape plan prior to issuance of a certificate of occupancy for any structure within West Woods Ranch Phase 2 Tract C. The City may, at its sole discretion and as a temporary measure prior to the Owner/Developer's completion of the landscaping required under this paragraph, accept the deposit of funds in escrow in an amount of one-hundred and fifty percent 150% of the estimated cost of providing landscaping required by this paragraph. Such estimate shall be made by a landscape contractor acceptable to the City; the City may, at its sole discretion and upon the City's rejection of an estimate provided by the Owner/Developer, obtain an estimate of the costs of landscaping and such estimate shall be binding upon the Owner/Developer in determining the amount of funds to be escrowed. The terms and conditions of any agreement for the escrow of funds shall be subject to the approval of the City Attorney. The City shall release the escrowed funds only upon completion of all landscaping obligations by the Owner/Developer. In the event that the Owner/Developer defaults upon its obligations specified in this paragraph following the escrow of funds, the City may, in its sole discretion, withhold certificates of occupancy for West Woods Ranch Phase 2 Tract C or, if the City elects to issue a certificates of occupancy, the City may retain all escrowed funds and apply all funds toward the completion of the Owner/Developer's landscaping obligations required by this paragraph. The City may, in its sole discretion, refund all or part of the escrowed funds not applied to completion of the landscaping required by this paragraph. The method and manner in which the City elects to undertake and complete the landscaping obligations of a defaulting Owner/Developer shall be within the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the landscaping improvements and nothing herein shall prevent, prohibit, or limit the remedies available to the City to enforce the Owner/Developer's obligations under this paragraph.

19. DETENTION FACILITY. The final development plan for West Woods Ranch Phase 2 Tract C illustrates that the Owner/Developer shall provide for an off-site detention facility sufficient to detain reasonably anticipated stormwater discharges from West Woods Ranch Phase 2 Tract C. This detention facility is described in Exhibit A. All maintenance and repair of this off-site detention facility shall be the responsibility of the Owner/Developer who may assign the maintenance obligation to a homeowner's association created pursuant to covenants approved by the City Attorney. Any such assignment shall not constitute a release of the Owner/Developer from such maintenance obligation. Any assignment shall be in writing approved prior to execution by the City Attorney.

20. INSTALLATION OF FENCING. The Owner/Developer agrees to install all fencing illustrated on the approved fencing plan. Installation of all required fencing on a lot

within West Woods Ranch Parcel Phase 2 Tract C, in conformance with the approved fence plan, shall be an additional precondition or prerequisite to the issuance of a certificate of occupancy for that lot.

21. LANDSCAPING AND FENCING MAINTENANCE. The Owner/Developer or his heirs, successors, assigns, or transferees, including any homeowner's association created by the Owner/Developer, shall maintain into perpetuity all landscaping installed within West Woods Ranch Phase 2 Tract C and the offsite detention facility described in Exhibit A, with the exception of the landscaping on Parcel A, that is required by the final landscape plan, regardless of whether the landscaping, as actually installed, fails to specifically conform to the requirements of the final landscape development plan and regardless of whether the Owner/Developer of the City installs the landscaping.

22. RECORDATION OF COVENANTS. The Owner/Developer agrees that the covenants for West Woods Ranch Phase 2 Tract C will be recorded with the clerk and recorder for Jefferson County Colorado. A recorded copy of the covenants must be provided to the City and approved by the City Attorney prior to the issuance of the first certificate of occupancy within West Woods Ranch Phase 2 Tract C.

23. CONSTRUCTION OF OFFSITE WATER MAIN. The Owner/Developer agrees to design and install at its sole expense a twelve inch (12") water main from West 64th Avenue in a northerly direction to the twelve inch (12") water main west of Quaker Street at West Woods Circle prior to the issuance of the thirtieth (30th) certificate of occupancy in West Woods Ranch Phase 2, including Tracts A, B, and C as illustrated on the approved Outline Development Plan for West Woods Ranch Phase 2, in compliance with the requirements of paragraph 2 of the Annexation Agreement, recorded at reception number 94025295, Jefferson County, Arvada, Colorado.

24. TRAFFIC SIGNALIZATION. The Owner/Developer understands and agrees that the development of West Woods Ranch Phase 2 Tract C will directly contribute toward an increasing demand for traffic signalization at the intersection of Quaker Street and West 70th Avenue. The Owner/Developer therefore agrees to and shall pay for a reasonable portion of the cost of the installation of a traffic signal at Quaker Street and West 70th Avenue. The City and the Owner/Developer agree that the Owner/Developer's share of such signalization shall be \$15,000.00 and that such amount is reasonable. The determination of the particular type of signal appropriate for each intersection shall be within the sole discretion of the City. Unless otherwise mutually agreed to in writing by the Owner/Developer and the City's Director of Public Works, the Owner/Developer's payment of the costs of signalization shall be made prior to scheduling City Council action on the final plat for West Woods Ranch Phase 2 Tract C. Any funds paid by the Owner/Developer pursuant to this paragraph shall be utilized for installation of traffic control signals; provided, however, that the City may install signalization at such time that the City, in the City's sole discretion, determines that signalization is warranted.

25. PARK DEVELOPMENT FEE. The Owner/Developer shall pay to the City a Park Development Fee as required by City Ordinance, which at the time of the execution of this Agreement is \$300.00 multiplied by the number of units constructed within West Woods Ranch Phase 2 Tract C. The required Park Development Fee for West Woods Ranch Phase 2 Tract C totals \$14,700.00 (\$300.00 per unit X 49 units). This total Fee shall be paid prior to the City's approval of the West Woods Ranch Phase 2 Tract C Final Plat.

26. SEWER TAP FEE SURCHARGE. The Owner/Developer shall pay to the City a sewer tap fee surcharge in the total amount of \$181.00 per sewer tap at the time of purchase of each sewer tap within West Woods Ranch Phase 2 Tract C. This surcharge is for the purpose of contributing toward the cost of the construction of portions of an offsite sewer system which provides water to West Woods Ranch Phase 2 Tract C. This surcharge is in addition to all other charges commonly associated with obtaining service from the City including but not limited to the tap fee.

27. WATER TAP FEE SURCHARGE. The Owner/Developer shall pay to the City a water tap fee surcharge in the total amount of \$251.00 per sewer tap at the time of purchase of each water tap within West Woods Ranch Phase 2 Tract C. This surcharge is for the purpose of contributing toward the cost of the construction of portions of an offsite water system which provides water to West Woods Ranch Phase 2 Tract C. This surcharge is in addition to all other charges commonly associated with obtaining service from the City including but not limited to the tap fee.

28. HARD SURFACES. The Owner/Developer shall comply with "Interpretation of Hard Surface Areas," Arvada City Code, Sections 30-46 through 30-83.

29. DITCH CROSSINGS/RELOCATION. The Owner/Developer agrees to obtain all necessary crossing permits from the Church Ditch Company prior to the issuance of any building permits for Lots 5 through 16, Block 1, inclusively. The Owner/Developer further agrees to comply with all terms of the Golf Course Agreement that the City has entered into with the Church Ditch Company. A copy of the Golf Course Agreement which is dated February 22, 1993, has been provided to and reviewed by the Owner/Developer. The Golf Course Agreement is a public document available for review and inspection at the City of Arvada, City Hall, 8101 Ralston Road, Arvada, Colorado, 80001.

30. STORMWATER AND EROSION CONTROL. The Owner/Developer shall meet all requirements and obligations imposed by the state of Colorado concerning management of stormwater and runoff, and in particular, shall comply with all state imposed requirements associated with state permits issued or governing the stormwater detention pond located in the tract identified as Tract B on the Outline Development Plan for West Woods Ranch Phase 2 (also described in Exhibit A). The Owner/Developer shall fully comply with the applicable sections of the City's Soil Erosion and Sediment Control Ordinance, sections 15-50 through and including 15-58 of the Arvada City Code, and in particular shall comply with section 15-54 pertaining to the use of reasonable practices to control soil erosion and sediment generated by

the development of the property. Compliance with the erosion control shall be a pre-condition of obtaining building permits or certificates of occupancy, as the case may be. The City may deny or revoke any permit issued to the Owner/Developer in the event of non-compliance with the state or City requirements. 10

31. WAIVER. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

32. BINDING EFFECT. The parties hereto agree that this Subdivider's Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the described property. In the event that all or part of West Woods Ranch Phase 2 Tract C is sold, transferred, or otherwise conveyed to additional or multiple parties, all owners shall be jointly and severally responsible for the Owner/Developer's obligations set forth in this Agreement.

33. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Owner/Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the City and Owner/Developer that any person other than the City or Owner/Developer receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

34. GOVERNING LAW AND ENFORCEMENT. This Agreement shall be governed by the laws of the State of Colorado. The parties agree and acknowledge that this Agreement may be enforced at law or in equity. In addition to any other available remedies, it is understood and agreed that the City may withhold or revoke any permits or certificates, including but not limited to building permits and certificates of occupancy, for any lot within West Woods Ranch Phase 2 Tract C in the event of a breach of this Agreement by the Owner/Developer.

35. ATTORNEY'S FEES. If the Owner/Developer breaches this Agreement, the Owner/Developer shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

36. FORM OF PAYMENT OF ALL FEES AND CHARGES. Unless otherwise agreed to by the City's Director of Public Works on a case by case basis, the Owner/Developer's payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier's check, or cash delivered to the City of Arvada, City Hall, 8101 Ralston Road, Arvada, Colorado 80001. The City shall not accept personal or business checks or drafts not certified by a financial institution as payable.

37. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for

the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

38. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

39. ASSIGNMENT. All or part of the obligations or responsibilities set forth in this Agreement shall not be assigned by the without the express written consent of the City of Arvada.

40. SEVERABILITY. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

41. RECORDATION OF AGREEMENT. This Agreement shall be recorded by the City with the Clerk and Recorder's Office of the appropriate county.

42. INCORPORATION OF EXHIBITS. Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Reference to "Job Numbers" or "Project Numbers" in this Agreement is a reference to construction plans and documentation which is retained as a public record on file and available for public inspection and review upon request at the City of Arvada, City Hall, Engineering Department, 8101 Ralston Road, Arvada, Colorado. Such construction plans and documentation filed with the City and bearing the City Job Number or Project Number noted within this Agreement is hereby incorporated into this Agreement for all purposes and specifically for the purpose of illustrating and defining the obligations and requirements described herein.

43. REVIEW OF REFERENCED DOCUMENTS. The Owner/Developer hereby understands and acknowledges that the public documents referenced in this Agreement, including but not limited to the Arvada City Code, Zoning Ordinance, Subdivision Regulations, Engineering Specifications, Design Guidelines, Job Numbers, or Project Numbers were prior to the execution of this Agreement, and are presently, available for review and inspection at the Arvada City Hall, Engineering Department, 8101 Ralston Road, Arvada, Colorado, from 8:00 a.m. through 5:00 p.m., Monday through Friday.

44. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

The remainder of this page is intentionally left blank.

HOLDER OF DEED OF TRUST

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Helen S. Newman

Helen S. Newman
6060 West Ranch Trail
Morrison, Colorado 80465

STATE OF COLORADO

)

) ss.

COUNTY OF JEFFERSON

)

Acknowledged before me this 26th day of May 1994, by Helen S. Newman.

Kimberly A Jensen
Notary

My Commission Expires: 11-2-97.



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EXHIBIT "A"
DRAINAGE UTILITY AND PUBLIC TRAIL EASEMENT

A DRAINAGE, UTILITY AND TRAIL EASEMENT ACROSS A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE INTERSECTION OF THE CENTERLINE OF WEST 70TH AVENUE AS DEDICATED BY WEST WOODS RANCH PARCEL "F" AS RECORDED AT RECEPTION NO. 93016690 AND THE NORTHERLY LINE OF SAID WEST WOODS RANCH PARCEL "F"; THENCE ALONG SAID NORTHERLY LINE $S89^{\circ}49'49"E$, 61.93 FEET TO THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF ORION STREET AS INDICATED ON THE PRELIMINARY PLAT OF WEST WOODS RANCH PHASE II, TRACT C DATED FEBRUARY 25, 1994; THENCE ALONG SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE $N55^{\circ}45'30"E$, 16.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE $N55^{\circ}45'30"E$, 423.91 FEET TO THE NORTHEASTERLY CORNER OF SAID PRELIMINARY PLAT; THENCE CONTINUING $N55^{\circ}45'30"E$, 35.10 FEET TO A POINT OF CURVATURE; THENCE 31.73 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF $05^{\circ}25'34"$ AND A CHORD WHICH BEARS $N53^{\circ}02'42"E$, 31.71 FEET; THENCE $S02^{\circ}44'07"E$, 288.45 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 70TH AVENUE; THENCE ALONG SAID NORTHERLY LINE $N89^{\circ}49'49"W$, 424.83 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE 11.70 FEET ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF $44^{\circ}42'03"$ AND A CHORD WHICH BEARS $N33^{\circ}24'28"E$, 11.41 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 1.42 ACRES, MORE OR LESS.

BASIS OF BEARING:

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING $N00^{\circ}43'58"W$ AS PER THE FINAL PLAT OF WEST WOODS RANCH, PARCEL F, RECEPTION NO. 93016690.

PREPARED BY WAYNE W. HARRIS FOR AND ON BEHALF OF:
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