

# SUBDIVISION/DEVELOPMENT AGREEMENT Iris Place

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**THIS SUBDIVIDER'S/DEVELOPMENT AGREEMENT** is entered into and made between Western Neighborhood Development, L.L.C., a limited liability company, hereinafter referred to as "Owner/Developer," whose address is 12191 west 64<sup>th</sup> Avenue #210, Arvada, Colorado 80003 and Valley Bank and Trust, a Colorado corporation whose address is 30 N. 4<sup>th</sup> Avenue, Brighton, Colorado 80601, as holder of a Deed of Trust, and the City of Arvada, a Colorado municipal corporation whose address is 8101 Ralston Road, Arvada, Colorado 80002, hereinafter referred to as the "City." This Subdivider's Agreement ("Agreement") shall be effective following 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.

### RECITALS:

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

That certain tract of land, located in the northwest corner 1/4 of Section 3, Township 3 South, Range 69 West of the 6<sup>th</sup> Principal Meridian, City of Arvada, County of Jefferson, State of Colorado, more particularly described as follows:

Beginning at the north 1/4 corner of said Section 3; thence S00°16'08"E, 1289.92 feet, S89°26'27"W, 1945.54 feet and S00°18'48"E, 15.00 feet to the Point of Beginning; thence S00°18'48"E, along the west line of Hayes Lake Heights, 707.56 feet to a point on the northerly right-of-way of the Denver and Rio Grande Western Railroad; thence N48°07'07"W along said right-of-way, 865.06 feet to a point on the easterly right-of-way of Kipling Street; thence N00°18'48"W along said right-of-way 123.79 feet to a point on the south right-of-way of West 70<sup>th</sup> Avenue; thence N89°26'27"E along said right-of-way, 640.90 feet to the Point of Beginning; said parcel containing 6.1158 acres, more or less.

hereinafter referred to as "Iris Place"

**WHEREAS**, the Owner/Developer is planning development of Iris Place and the development will require installation of sanitary sewer facilities, water line facilities, storm drainage facilities, irrigation and streets as shown on City Job No. 3057.

**WHEREAS**, the Owner/Developer has submitted to the City a proposed Final Plat for Iris Place entitled "Iris Place Final Plat" and this Final Plat is subject to City review and approval. The Final Plat, as approved by the City, shall be recorded at the Owner/Developer's expense with the Clerk and Recorder for Jefferson County, Colorado, following City review and approval. The Iris Place Final Plat, as recorded, is incorporated into this Agreement. The Owner/Developer has also submitted to the City a Final Development Landscape Plan which includes a fencing plan for the development. This Final Development Landscape Plan is a public record on file and available for review at the City of Arvada, City Hall, Planning Department, 8101 Ralston Road, Arvada,

Colorado. The Iris Place Final Landscape Plan is incorporated into this Agreement for purposes of illustration and interpretation of the terms and conditions of the 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 Iris Place, 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:

**PLAT AND IMPROVEMENT PLANS.** The Owner/Developer upon final approval of the final plat of Iris Place, shall immediately deliver the original mylar of said final plat to the City Clerk of the City of Arvada, along with \$11.00 per final plat sheet; further, that as a part of the platting procedure it 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 Iris Place, as required by the City in its action accepting the final plat. Said plans, following approval by the City Engineer, shall be constructed as approved; provided however, that no approval of said plans is conferred by this Agreement. 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 and the as-built plans shall be delivered to the City prior to commencement of the one-year warranty for said public improvements.

1. **RECORDATION OF PLAT.** Following approval of the Iris Place Final Plat, the Owner/Developer shall immediately record the Final Plat at the Owner/Developer's cost and expense with the Clerk and Recorder of Jefferson County, Colorado.

2. **STREET LIGHT INSTALLATION.** The Owner/Developer must pay all costs associated with the installation of street lights as required by the city and/or Public Service Company of Colorado. The Owner/Developer reserves the right to propose the design and installation of customized street lighting which meets or exceeds the requirements of Public Service Company subject to the review and approval of the city and Public Service Company. Any additional cost of approved customized lighting shall be the responsibility of the Owner/Developer.

3. **UNIT DRAINAGE FEE.** A unit drainage fee (UDF) is required for this development. The site is located within the Hayes Lake Drainage Basin which has a fee of \$1,628 per acre calculated to the centerline of streets. The fee for this development is \$10,484.32 which is normally due at time of approval of the Final Plat. The Developer will be constructing a 36" storm sewer along the east side of Kipling Street along the subdivision in lieu of paying the unit drainage fee.

4. **LAND DEDICATION.** The Owner/Developer shall satisfy the required land dedication pursuant to Section 25-48 of the city code. The Land dedication Fee for Iris Place will be 2.83 people per unit X 17 single family units ÷ by 100 which equals .48 acres X \$60,557 (the per acre land value) which equals a L.D.F. of \$29,067.00.

5. PARK DEVELOPMENT FEE. The applicant is required to pay to the city a per unit park development fee, pursuant to City Code Section 25-64. This fee is currently \$1000.00 per dwelling unit or \$17,000 total for the 17 single family lots shown on the final plat. This fee must be paid prior to City Council action on a final plat on the site.

6. ELEVATIONS OF UNITS. Sample elevations of the proposed dwellings submitted as part of the final plat must be indicative of those constructed, with minor modifications, unless an amendment to the plan is approved by the Planning Commission. Staff will monitor the elevations for each lot in Iris Place for compatibility with neighboring development. A minimum of 20% brick shall be placed on all sides of the homes that are visible from the street.

7. LANDSCAPING OF COMMON AREAS. Landscaping for the open space (tracts A) must be installed prior to issuance of the first certificate of occupancy in the subdivision. Landscaping as shown on the final landscaping plan for each lot must be installed prior to issuance of a certificate of occupancy for that lot. . Also, any existing trees that are removed because of development of the site must be replaced at a 2:1 ratio.

8. FENCING FOR THE DEVELOPMENT. The Owner/Developer proposes an 6-foot solid wood fence with brick posts as a buffer to the railroad. This fence must be installed prior to issuance of the first certificate of occupancy in the Iris Place subdivision.

9. ENTRY WALL AND PROJECT SIGN: The location of the entry wall with wrought iron fencing on the southeast corner of West 70<sup>th</sup> Avenue and Kipling Street must not interfere with the visibility at the Kipling Street intersection. The proposed project sign must meet the city's sign code.

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

11. EROSION CONTROL. The Owner/Developer shall comply with applicable provisions of the Arvada City Code entitled "Soil Erosion and Sediment Control," Chapter 15, Article IV, sections 15-50 through and including 15-58.

12. 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.

13. 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.

14. 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.

15. 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 any requested permits or certificates, including but not limited to building permits and certificates of occupancy, for any lot within the development in the event of a breach of this Agreement by the Owner/Developer.

16. 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.

17. 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.

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

19. 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 "City Job Numbers" in this Agreement is a reference to construction documentation which is a public record on file and available for review at the City of Arvada, City Hall, Engineering Department, 8101 Ralston Road, Arvada, Colorado.

20. 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.

DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 2000.

**CITY OF ARVADA**, a Colorado municipal corporation

*[Signature]*

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Mayor  
8101 Ralston Road  
P.O. Box 8101  
Arvada, Colorado 80001  
Phone: (303) 431-3000



ATTEST

*Deputy*  
*Kristen L. Rush*  
City Clerk

APPROVED AS TO FORM:

*[Signature]*  
City Attorney

**OWNER/DEVELOPER**

Western Neighborhood Development, L.L.C.

*[Signature]* MANAGER  
*[Signature]* MANAGER

Mailing Address: 12191 W. 64th Ave #110  
ARVADA, CO 80004

Telephone: (303) 472-1915

STATE OF COLORADO )

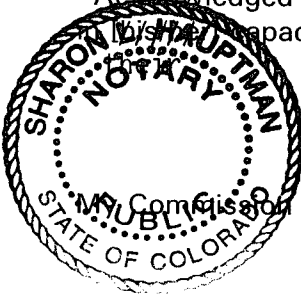
COUNTY OF JEFFERSON )

) ss.

Les A. Pfenning &

Acknowledged before me this 2nd day of June 2000, by Gary DiGiorgio,  
in his capacity as the Managers of Western Neighborhood Development, LLC

*[Signature]*  
Notary



My Commission Expires: 2-24-2002

**HOLDER OF DEED OF TRUST**

Valley Bank and Trust, a Colorado corporation

By: *Andrea Aschoff VP*

(Print Name) Andrea Aschoff *le*

Position: Vice President

Mailing Address: 30 North 4th Avenue

Brighton, CO 80601

Telephone: (303) 659- 5450

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ~~JEFFERSON~~ ADAMS )

Acknowledged before me this 31st day of May 2000, by Andrea Aschoff,  
in [his/her] capacity as the Vice President of Valley Bank & Trust

*Julia A. Wakefield*  
Notary

My Commission Expires: 11-15-01

