

DEVELOPMENT AGREEMENT

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BOOK 3804 PG 808

THIS AGREEMENT, made and entered into by and between the City of Commerce City, State of Colorado, hereinafter called "City" and Andesite Rock Company, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the City Council of Commerce City, that where designated the Developer shall have entered into a written agreement with the City to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. Engineering Services. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made apart hereof.
2. Drawings and Estimates. The Developer shall furnish drawings for all improvements described and detailed on Exhibit "B" for approval by the City. Upon request the Developer shall furnish one set of reproducible "as built" drawings.
3. Construction. Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the City, the improvement(s) described and detailed on Exhibit "B". The asphalt pavement shall be nine (9) inches in depth unless lesser depth can be proven by a licensed Colorado Engineer.
4. Time for Completion. Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The City may for good cause, grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B". Any extension of time shall be in written form only.

5. Guarantee of Compliance. Developer hereby agrees that should it fail to comply with the terms of this agreement, then the City Council of Commerce City, County of Adams, State of Colorado, shall be entitled to obtain from the District Court for the Seventeenth Judicial District a mandatory injunction requiring said Developer to comply with the terms of the instant agreement.
6. Acceptance and Maintenance of Public Improvements. All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the City or other public agencies upon acceptance. During the period of one (1) year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the City, shall become necessary.
7. Successors and Assigns. This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.

The undersigned Developer hereby agrees to provide the following improvements(s), and to dedicate described property.

- A. Improvement. Designate separately each public and private improvement.

See Exhibit B

The improvements shall be constructed in accordance with all City requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

- B. Public dedication of land for right-of-way purposes or other public purpose. Upon approval of this agreement by the City, the Developer hereby agrees to convey by plat to the City the following described land for right-of-way or other public purposes:

Thirty (30) feet of additional public right-of-way on the north side of East 88th Avenue along the real property frontage as described in Exhibit "A".

Sixty (60) feet of public right-of-way with a sixty (60) foot radius cul-de-sac for Quince Street.

ATTEST:

Gary J. Tottle

Anders Back Co
Developer

By: Dennis E Staebell V.P.

The foregoing instrument was acknowledged before me this 28th day of June, 1991, by Dennis E Staebell.

My commission expires: July 12 1993

Address: 1746 Cole Blvd, Ste 205
Golden, Co 80401 Timothy A. Dace
Notary Public

APPROVED BY resolution at the meeting of July 1, 1991.

ATTEST:

Betty J. Martin
City Clerk

CITY COUNCIL OF COMMERCE CITY
ADAMS COUNTY, COLORADO

David M. Busby
Mayor

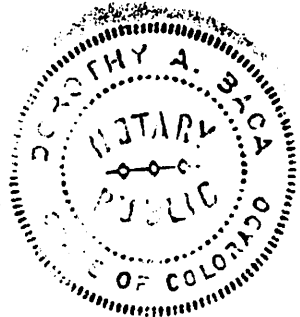


EXHIBIT A

LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT ANDESITE ROCK COMPANY, BEING THE OWNER, OF THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, CITY OF COMMERCE CITY, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21; AND CONSIDERING THE WESTERLY LINE OF SAID SOUTHWEST QUARTER (SW 1/4) TO BEAR NORTH 00°09'10" EAST WITH ALL BEARINGS CONTAINED HEREON RELATIVE THERETO; THENCE NORTH 00°09'10" EAST ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 21 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°09'10" EAST ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 21 A DISTANCE OF 1336.00 FEET;

THENCE ALONG A LINE PARALLEL WITH, AND 60 FEET SOUTHEASTERLY FROM THE MEANED CENTERLINE OF THE O'BRIAN CANAL AS RECORDED IN BOOK 48, PAGE 77 ADAMS COUNTY RECORDS THE FOLLOWING EIGHTEEN (18) COURSES:

1. NORTH 24°00'09" EAST A DISTANCE OF 132.38 FEET;
2. THENCE NORTH 27°54'02" EAST A DISTANCE OF 83.89 FEET;
3. THENCE NORTH 32°51'32" EAST A DISTANCE OF 106.44 FEET;
4. THENCE NORTH 34°45'07" EAST A DISTANCE OF 92.57 FEET;
5. THENCE NORTH 40°16'00" EAST A DISTANCE OF 95.51 FEET;
6. THENCE NORTH 42°06'32" EAST A DISTANCE OF 180.39 FEET;
7. THENCE NORTH 48°04'08" EAST A DISTANCE OF 135.99 FEET;
8. THENCE NORTH 53°48'57" EAST A DISTANCE OF 93.95 FEET;
9. THENCE NORTH 61°48'24" EAST A DISTANCE OF 87.45 FEET;
10. THENCE NORTH 68°46'44" EAST A DISTANCE OF 113.80 FEET;
11. THENCE NORTH 76°08'19" EAST A DISTANCE OF 81.16 FEET;
12. THENCE NORTH 82°04'56" EAST A DISTANCE OF 81.87 FEET;
13. THENCE NORTH 88°05'14" EAST A DISTANCE OF 92.42 FEET;
14. THENCE SOUTH 85°27'09" EAST A DISTANCE OF 87.16 FEET;
15. THENCE SOUTH 77°51'56" EAST A DISTANCE OF 91.28 FEET;
16. THENCE SOUTH 69°16'01" EAST A DISTANCE OF 90.60 FEET;
17. THENCE SOUTH 66°14'39" EAST A DISTANCE OF 65.91 FEET;
18. THENCE SOUTH 60°01'17" EAST A DISTANCE OF 144.68 FEET;

THENCE SOUTH 31°04'32" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD BEING 200.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE CENTERLINE OF TRACKS, A DISTANCE OF 2345.47 FEET;

THENCE SOUTH 89°59'59" WEST ALONG A LINE PARALLEL WITH AND 30.00 FEET NORTHERLY FROM THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 21 A DISTANCE OF 238.13 FEET TO THE POINT OF BEGINNING;

EXHIBIT B**LIST OF IMPROVEMENTS BY DEVELOPER**

<u>IMPROVEMENTS</u>	<u>OWNERSHIP</u>	<u>TIME OF CONSTRUCTION</u>
1. Right turn acceleration and deceleration lines at the access to East 88th Avenue. Striping for the full length of the acceleration lane. The deceleration lane will not be required to encroach on the railroad crossing.	Public	Within 60 days of business license
2. Quince Street within 60 foot right-of-way with 36 feet of pavement, curb and gutter, 50 foot radius curb returns at East 88th Avenue, and 60 foot radius cul-de-sac.	Public	Prior to business license
3. Landscaping along the right-of way of East 88th Avenue.	Public	By Nov. 01, 1991
4. Landscaping within a 25 foot wide area adjacent to the O'Brian Canal.	Private	By Nov. 01, 1991
5. Landscaping along the lot lines of Lots 2, 4, and 5 per Conditional Use Site Plan.	Private	June 1, 1992
6. Retention pond	Private	Prior to business license
7. Eight (8) inch water line with hydrants.	Special District	Prior to C.O.
8. Eight (8) inch sewer line.	Special District	Prior to C.O.
9. By this agreement, the Developer agrees to participate in a Special Improvement District or similar mechanism to finance public improvements for roads or bridges which may be impacted by the weight and speed of the hauling activities.		

06/27/91
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