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City of Littleton

Public Services Department
2255 West Berry Avenue
Littleton, Colorado 80165
(303) 795-3863

B0077920
6/27/2000 13:08:47
PG: 0001-002
10.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

April 23, 1985

Mr. Don Galloway, P.E.
P.O. Box 39228
Denver, CO 80239

RE: Merchants Oil Company
Convenience Store and Gas Station

Dear Don:

This is in reply to your April 15, 1985 letter to Bob Deeds concerning the existing overhead utilities adjacent to the G.B. & L. Investment Site at the southeast corner of Broadway and Dry Creek Road. Your request to leave the existing utilities overhead rather than placing them underground at this time is approved. This approval is contingent on the property owner agreeing to pay their respective share for undergrounding the overhead facilities when requested to do so by the City of Littleton. This request would occur when an overall undergrounding became feasible with adjacent property owners.

I need to have this agreemeten before we sign-off on the Building Permit

Please have your client sign at the bottom of this letter indicating his concurrence with this proposal and return the letter to my attention. Thank you.

Sincerely,

Bert C. Whitaker

Bert C. Whitaker, P.E.
Engineering Division

The undersigned, its heir, successors and assigns hereby agrees to the above conditions.

George W. Calkins

By: George W. Calkins, Partner
G.B. & L. Investment Co.

4/23/85
Date

BCW:pp

RECEIVED
APR 30 '85
CITY ENGINEERING
LITTLETON, COLORADO
4:10 P.M.

LEGAL DESCRIPTION OF PROPERTY COVERED BY
APRIL 23, 1985 LETTER AGREEMENT

A PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY
OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

THE WEST 150 FT OF TRACT 1 EXCEPT ROAD & THE NORTH 7 FT OF THE WEST 150
FT OF TRACT 2, SWAFFORD SUBDIVISION, ALSO KNOWN AS 7500 S. BROADWAY.

EXHIBIT "B"
(Page 1 of 6)

3000

SUBDIVIDER IMPROVEMENTS AGREEMENT

B0078210
6/27/2000 15:24:48
PG: 0001-006
30.00 DOC FEE: 0.00
TRACY K. BAKER
ARAPAHOE COUNTY

THIS AGREEMENT made and entered into this 21st day of May, 1985, by and between Silo Corporation, hereinafter referred to as "subdivider" and the CITY OF LITTLETON, a municipal corporation, State of Colorado, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Subdivider is the owner of the Southwest corner of Dry Creek and Grant, as indicated on the plat of Silo Park I, Exhibit "A", which is attached and incorporated herein by this reference; and

WHEREAS, all of the property is located within the Corporate boundaries of the City; and

WHEREAS, certain questions regarding the rights and obligations of Subdivider and City have arisen; and

WHEREAS, both parties herein desire to execute a contract specifically defining the rights and obligations of each, all as contemplated by the City and Subdivider;

NOW, THEREFORE, the City and Subdivider agree as follows:

I.

STREETS AND BRIDGES

A. Subdivider agrees to dedicate and City agrees to accept rights-of-way for the 1/2 width thereof of the streets lying within the Property as shown on Exhibit "A", all without cost to the City at the time of approval of Exhibit "A".

B. Subdivider further agrees to improve the Property with curb, gutter, sidewalk, base course, and asphaltic or concrete surfacing on or along all streets located adjacent to the Property described herein as per the approved plans by Zeiler-Pennock dated September 17, 1985, in full conformance with the street design standards and specifications as established and in use by the City of Littleton except as modified in the final improvements drawings and specifications as prepared by a Colorado licensed engineer and approved by the City of Littleton.

C. City agrees to accept, after the one-year warranty period, all roads, to be constructed by the Subdivider. Said one-year warranty period will begin when the City's "Engineering Requirements for Subdivisions" are met. In the event said streets are not in an acceptable and satisfactory condition at the end of the warranty period in the opinion of the City Engineer, Subdivider shall take corrective measures as necessary to bring said streets into an acceptable and satisfactory condition prior to final acceptance. The warranty period shall automatically be extended until such improvements are repaired and made acceptable.

II.

WATER AND SANITARY SEWER

A. The parties mutually agree that Subdivider shall design and install water lines and fire hydrant within the lands described herein in accordance with Denver Water Board standards and specifications and subject to approval of the Denver Water Board and City Fire Department.

B. City agrees to provide sanitary sewage disposal, upon issuance of and payment for appropriate taps and sewer recovery fees of all sanitary sewage flowing from the property. Subdivider shall cause to be designed and installed sanitary sewer lines of a sufficient size and capacity to carry maximum sewage flows generated from the development of the property. Sanitary sewer facilities within the lands to be developed shall be installed in accordance with City standards and specifications and subject to approval of the City Engineer.

III.

STORM DRAINAGE

A. Storm drainage improvements shall be designed and installed in full conformance with the Storm Drainage Regulations and Ordinances of City.

B. The storm drainage improvements shall be coordinated with all public improvement construction and completed as development progresses and in a manner that will protect the developed and undeveloped areas within and adjacent to the Property from flooding. The storm drainage improvements shall be in compliance with the approved final drainage and erosion and sediment controls plans as approved by the City Engineer.

IV.

PUBLIC IMPROVEMENTS AND DEVELOPMENT ASSURANCE

The subdivider agrees to provide a surety bond, letter or credit or other suitable form of guarantee as approved by the City of all improvements contemplated by this Agreement (the "guarantee"). Such guarantee shall be provided to the City before the plat is recorded. The guarantee shall be for 125% of the total cost of the improvements contemplated in this Agreement. Subdivider shall complete the improvements delineated herein within the schedule shown in Exhibit "B", but subdivider may request extensions of up to one year within which to complete the improvements. The Subdivider shall request of the City at least 30 days prior to the expiration of time frames established within the schedule shown in Exhibit "B", extensions of up to one year within which to complete the improvements. Any extension request shall require a review and possible increase in the guarantee provided as necessary to cover inflation, real or anticipated.

V.

MISCELLANEOUS

A. The parties agree that this Agreement is the only "Subdivider Agreement" existing for Property and applicable to the property shown in Exhibit "A".

B. Subdivider agrees, in developing the Property as described that it will meet all codes, ordinances, specifications, requirements and policies of the City as established under the City Code of the City of Littleton, except as modified herein.

C. Subdivider agrees that all proposed public utilities shall be installed underground. The developer further agrees to participate in the undergrounding of existing overhead utilities passing adjacent to or within the property at such time as required by the City and when done in conjunction with adjacent properties.

D. At the time of final plat submission and any subsequent dedication of a public right-of-way or easement, satisfactory evidence shall be provided to the City that the subdivider has good and marketable fee simple title to the property.

EXHIBIT "B"
(Page 4 of 6)

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This Agreement when executed, shall inure to the benefit of and be binding upon the successors, assigns and heirs of the respective parties.

ATTEST:

By: [Signature]
Title: President
Date: March 27/86

SUBDIVIDER: Silo Corporation

By: [Signature]
Title: Vice President/Sec
Date: Mar 27 1986

ATTEST:

By: Janice L. Owen
Title: City Clerk
Date: March 26, 1986

CITY OF LITTLETON, a municipal corporation

By: [Signature]
Title: Council President
Date: March 25, 1986

APPROVED AS TO FORM:

[Signature]
City Attorney 3/24/86

[illegible]

EXHIBIT "B"
(Page 6 of 6)

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EXHIBIT "B"

To the Subdivider Agreement for Silo Park I estimate of costs as per Exhibit "A" of the Subdivider Agreement.

Dry Creek Road Improvements

Cut existing edge of pavement	\$ complete
Excavate sub grade	complete
Asphalt paving	8,352.00
Stripping and Signage	2,500.00
Curb and Gutter	3,264.00
Sidewalk including Grant Street Sidewalk	complete
2 Fire Hydrants - estimate \$6,000.00	
paid \$ 2,210.00	3,790.00
*Add Street Lights - 4 each - paid \$3,775.00	<u>paid</u>

TOTAL COSTS REMAINING

\$ 17,906.00

Above work shall commence June 1, 1985, and shall be completed prior to June 1, 1986.

*Developers estimate as Public Service Company was unable to estimate in time frame allotted.

AGREEMENT REGARDING THE UNDERGROUND PLACEMENT OF UTILITIES

2007 THIS AGREEMENT is made this 8 day of Feb,
~~1988~~, by and between THE CITY OF LITTLETON, COLORADO, a
municipal corporation of the State of Colorado (hereinafter
"City"), and B D H + R Investment Co

whose place of business is 7590 S. Broadway Littleton CO 80122
(hereinafter "Owner").

WHEREAS, the Littleton City Code requires that all utilities, including, but not limited to, cable television, telephone, electric, and gas be placed underground whenever construction is undertaken in the City for which a site development plan or final planned development plan is required to be filed by the City Code;

WHEREAS, the City Code allows for the temporary waiver of this requirement if the Owner of the land to be developed or redeveloped agrees to fund the underground placement of utilities at a future date; and

WHEREAS, the Owner desires to place utilities underground at a future date and the City has no objections thereto.

NOW, THEREFORE, in consideration of the City deferring the time at which required utilities must be placed underground by the Owner, the parties agree that:

1. The Owner, for himself and his heirs, successors and assigns, agrees that he shall place underground or cause to be placed underground, at his sole expense, all utilities required to be placed underground pursuant to the Littleton Municipal Code, at a future date as directed by the City Council of the City of Littleton in its sole discretion. Such utilities to be placed underground shall specifically include but not be limited to: electricity, telephone and cable television.

2. The Owner's real property subject to the requirements for the underground placement of utilities (hereinafter "the property") is located in the City of Littleton, Colorado and is more specifically described on Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. This agreement shall be deemed to run with the land described herein and shall be recorded in the real property records of the County Clerk and Recorder's Office in the County or Counties within which the Owner's property is to be found and shall be binding on the heirs, successors and assigns of the Owner.

4. The Owner, for himself, his heirs, successors and assigns, agrees that he shall commence or cause the commencement

of the work required to place underground those utilities required to be placed underground, within 90 days after notice of City Council's action referred to in Paragraph 1 above is received by the Owner, his heirs, successors or assigns. Further, said work shall be completed no later than ____ days after its commencement. These time periods may be extended for good cause shown in the sole discretion of the City's Director of Public Services in writing.

5. In the event said work is not commenced nor completed within those time periods specified or extended as provided in paragraph 4 above, the City may enter upon the Owner's property and place or caused to be placed underground those utilities required to be placed underground pursuant to this agreement at the sole expense of the Owner. In the event the Owner shall fail to reimburse the City for its costs of placing utilities underground within 10 days after it is billed therefore, the City shall file a mechanics lien on the property and may collect moneys due and owing to it by virtue of this agreement in any manner authorized by law.

6. The Owner, for himself, his heirs, successors, and assigns, hereby waives any defenses or claims he might have or assert as to the validity of this agreement or as to the validity of the Littleton Municipal Code sections upon which this agreement is based.

7. The Owner, for himself and his heirs, successors, and assigns ~~agrees that he shall be liable for all of the City's~~ attorney's fees and costs should the City need to undertake legal action to enforce any of the provisions this agreement.

8. Severability. The terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

CITY OF LITTLETON, COLORADO

By: Charles Blanton
Director of Public Services

Terry S. Dixon
Owner's Authorized Agent
(signature) (printed)

LEGAL DESCRIPTION

PARCEL 1

TRACTS 1, 2 AND 3 OF SWAFFORD SUBDIVISION AND ALSO THE SOUTH 393.00 FEET OF THE NORTH 443.00 FEET OF THE EAST 720.55 FEET OF THE WEST 1104 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, TOGETHER WITH EASEMENT RIGHTS AS CREATED IN EASEMENT AGREEMENT RECORDED OCTOBER 30, 1985 IN BOOK 4585 AT PAGE 296, AND AS CREATED IN EASEMENT AGREEMENT RECORDED OCTOBER 2, 1985 IN BOOK 4561 AT PAGE 164, EXCEPT FOR THE NORTH 20 FEET OF TRACT 1 SWAFFORD SUBDIVISION AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LOCATED WITHIN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH SIXTEENTH CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER SOUTH 89°53'44" WEST, A DISTANCE OF 253.29 FEET TO A POINT ON THE EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH GRANT STREET, AS PLATTED WITH DAWSON ALLEN SUBDIVISION IN BOOK 46 AT PAGE 26, ARAPAHOE COUNTY RECORDS; THENCE ALONG SAID EXTENSION, SOUTH 00°00'24" WEST, A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST DRY CREEK AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH GRANT STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH GRANT STREET, SOUTH 00°00'24" WEST, A DISTANCE OF 393.00 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 5, DAWSON ALLEN SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF LOTS 5 AND 6 OF SAID DAWSON ALLEN SUBDIVISION, SOUTH 89°53'44" WEST, A DISTANCE OF 444.00 FEET; THENCE DEPARTING FROM SAID NORTHERLY LINE, NORTH 00°00'24" EAST, A DISTANCE OF 393.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST DRY CREEK ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°53'44" EAST, A DISTANCE OF 444.00 FEET TO THE POINT OF BEGINNING.

ALSO, EXCEPT THAT PART OF TRACTS 1 AND 2, SWAFFORD SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34, THENCE EASTERLY ALONG THE NORTH SECTION LINE OF SAID SECTION 34 A DISTANCE OF 50.00 FEET; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 90°05'50" A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DRY CREEK ROAD AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH BROADWAY; THENCE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 150.00 FEET ALONG THE SAID EAST RIGHT-OF-WAY LINE OF SOUTH BROADWAY; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°05'50" A DISTANCE OF 150.00 FEET; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 89°54'10" A DISTANCE OF 150.00 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF DRY CREEK ROAD; THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 90°05'50" ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF DRY CREEK ROAD A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL 2

TRACT 4,
SWAFFORD SUBDIVISION,
COUNTY OF ARAPAHOE,
STATE OF COLORADO.