



**THE SHOPS AT RALSTON CREEK
DEVELOPMENT AND SUBDIVIDER'S AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") between the Arvada Urban Renewal Authority, a body corporate and politic of the State of Colorado (hereinafter referred to as 'Owner"), Ralston Creek North, LLC a Colorado limited liability company, (hereinafter referred to as " Developer"), and the City of Arvada, Colorado, a Colorado municipal corporation (hereinafter referred to as the "City"), shall be effective upon its execution by all applicable parties.

RECITALS AND REPRESENTATIONS:

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

(See attached Legal Description)

Known as The Shops at Ralston Creek Minor Subdivision and hereinafter referred to as the "Property."

WHEREAS, on June 2011, a planned development, which includes the Property, was zoned Planned Unit Development – Business Professional Residential (PUD-BPR), accompanied with an Outline Development Plan. In March 2015, Arvada Urban Renewal Authority selected Loftus Development, to develop the site. The overall site includes Ralston Road Café, Independence Plaza, the former Safeway Property and the Arvada Square. The existing first Choice Emergency Room, and the Amoco One Stop Gas Station and Garage located on the east side of Holland Street are not part of the planned development area. The Property, known as the Shops at Ralston Creek, is the first re-development within the planned development area, and is located on the northeast corner of Ralston Road and Independence Street. For purposes of this agreement, the Property and the development thereon is known as Phase 1. The second area of the re-development is north of the Property between Independence Street and Garrison Street (Phase 2).

WHEREAS, the Developer is planning the development of Phase 1 which includes four retail buildings with off-street parking behind the buildings, a plaza, landscape, open space and patios. The proposed retail tenants include quick serve restaurants, traditional restaurants, shops and service oriented businesses. The total building square footage will be 31,070 square feet.

WHEREAS, the Developer has submitted to the City a Final Development Plan, which includes a final site plan, final landscape plan, final utility and drainage plans, and other supporting documentation for the development thereof. The construction plans include the installation of certain public infrastructure including, but not limited to, sanitary sewer facilities, water line facilities, storm drainage, roadways and emergency access improvements, walks and landscape improvements, more particularly shown on City Job No. 3460. The plat, and other supporting documents, as approved by the City, are public records on file and available for review at the City of Arvada City Hall, 8101 Ralston Road, Arvada, Colorado. These approved plans and associated documents, are also incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement, and may herein be referred to collectively as the "Final Plans".

WHEREAS, the parties hereto understand and agree that the intent of this Agreement is to establish obligations and responsibilities with respect to the development of the Property in accordance with the Final Plans, said obligations and responsibilities being covenants that run with the Property, encumbering such and governing the development thereof. The Developer herein shall be affirmatively bound to satisfy all of the obligations and responsibilities set forth herein (including the construction of public improvements).

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Arvada of the Final Plans for the Property, the dedication of certain land and/or easements to the City 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. PLAN AND AGREEMENT APPROVALS: The Developer, upon approval of the Final Plans for the Property, shall immediately submit three copies of the approved site plan to the Community Development Director. No construction may occur on or associated with the Property and no building permits may be issued until construction documents for all required improvements are submitted and approved by the City Engineer. Upon approval, the Developer shall file with the City Engineer six (6) copies of the approved final construction plans (four 24" x 36", including the signed original, and two 11" x 17") for the construction of improvements associated with development of the property as required by and agreed upon in City Job Number 3460. In addition the Developer shall provide a pdf of the signed plans, drainage and soils reports and a CAD file of the site plan and final plat. No approval of the construction plans pertaining to public improvements is conferred by this Agreement and approval shall be independently made by the City Engineer following the City Engineer's determination that the plans meet the applicable City engineering specifications, commonly accepted engineering practices, and all applicable codes, ordinances, and state, federal and local laws. upon approval of the Final Plans for the Property, shall immediately submit three copies of the approved site plan to the Community Development Director. No construction may occur on or associated with the Property and no building permits may be issued until construction documents for all required improvements are submitted and approved by the City Engineer.

2. CODE COMPLIANCE: The Developer shall comply with all codes, ordinances, and rules and regulations of the City. Development of the Property shall also be in conformance with all aspects of the Final Plans and shall be completed prior to issuance of the first certificate of occupancy within the Property. This shall include, but not be limited to, street and parking lot paving and striping, landscaping, trash enclosures, rooftop and wall mounted equipment, building elevations, and all other requirements of the Final Plans and applicable City codes, ordinances, and rules and regulations.

3. PAYMENT OF FEES: The Developer 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, park and school dedication and development fees, and departmental review fees imposed by the City by ordinance, rule, resolution, motion, or by the terms and conditions of this Agreement. Unless otherwise agreed to by the City, the 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, Municipal Building, 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.

4. FIRE DISTRICT APPROVALS: The Developer shall address all of the comments noted in the referral responses, including any requirements for fire hydrants, emergency access lanes, and fire lane signage, and shall obtain approval from the Fire Protection District having jurisdiction prior to issuance of each building permit and certificate of occupancy (as applicable) for the Property.

5. CONTRACTOR LICENSING: Before proceeding with work contemplated herein, the Developer shall ensure that all contractors and/or subcontractors employed by the Developer shall be licensed by the City before the contractor and/or subcontractor may commence work on any improvements associated with development of the Property. The Developer shall be responsible for ascertaining the status of any contractor or subcontractor to be utilized in the development of the Property, with respect to

any uncorrected deficiencies in that entity's previous, unrelated work within the public rights-of-way or its outstanding omissions related to such work, including, but not limited to, failure to submit as-built construction plans or failure to complete the process of placing public improvements under warranty as required elsewhere herein, or failure to submit tax certifications, or failure to submit test records.

6. DEVELOPMENT IMPROVEMENTS: The Developer shall, at its own expense, design, furnish, construct, and install the public and private improvements in accordance with the plans and specifications approved by the City of Arvada, Colorado (City Job No. 3460). These improvements shall include, but not be limited to, construction of all public/private streets, driveways, parking areas, water lines and mains, sewer lines and mains, drainage facilities, and landscaping within and adjacent to the Property in accordance with the approved Final Plans for the Property and with the requirements of the LDC. The public improvements must be completed prior to issuance of the first building permit for the Property unless specified differently.

All public improvements constructed by the Developer in public rights-of-way, easements, or streets shall become the property of the City immediately upon acceptance of said improvements by the City. The Developer shall complete the process of placing completed public improvements under warranty promptly upon their completion. Failure to complete the process of placing such improvements under warranty may, in the City's discretion, result in the withholding or denial of subsequent building permits or certificates of occupancy.

The City may request, and the Developer shall provide at the 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 are 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. The Developer acknowledges that no construction may occur and no building permits may be issued until construction documents for all required improvements are submitted and approved by the City Engineer.

7. FUGITIVE DUST AND EROSION CONTROL: The Developer shall meet all requirements and obligations imposed by the State of Colorado, County of Jefferson, and City of Arvada concerning management of stormwater runoff and fugitive dust, and shall comply with all State, County and City imposed requirements governing the stormwater conveyances, detention ponds, fugitive dust, and requirements associated with permits issued for erosion and sediment control on the Property. The Developer shall provide a copy of all State and County permits acquired to Arvada's Stormwater Program prior to commencement of any earth disturbance work associated with the Property. Further, the Developer shall fully comply with the applicable sections of the City's Site Development Permit Ordinance, sections 50-70 through and including 50-79 of the Arvada City Code, including the requirement to install and maintain best management practices to reduce soil erosion and control sediment generated by development of the Property. Compliance with such 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 Developer in the event of non-compliance with the City requirements. The Developer shall also follow any new standards that the City may adopt for erosion and sediment control and fugitive dust due to changes in State and Federal requirements or drought conditions.

8. RIGHTS-OF-WAY: The Developer shall comply with all applicable provisions of Chapter 78, Article V, section 78-291 through 78-316 of the Arvada City Code, entitled "Rights-of-Way." This article contains requirements including, but not limited to, Developer escrow for improvements in public rights-of-way and street surface restoration for public streets.

9. SUBDIVISION MONUMENTATION: In accordance with the applicable Colorado Revised Statutes as amended, and in accordance with Section 7.7 of the LDC, the Developer shall establish all subdivision monumentation and have the monumentation approved by the City prior to issuance of the first certificate of occupancy within the Property.

10. STREET IMPROVEMENTS AND MAINTENANCE: The Developer shall maintain, in a reasonable, suitable and proper condition for travel, ingress and egress, all streets and access ways included within the Final Plans for the Property until they are completed and accepted for maintenance by the City. The Developer shall take all steps necessary to limit and prevent the accumulation of, and to remove 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 development associated with the Property is complete and improvements accepted by the City for maintenance. If the Developer fails to remedy any conditions caused or generated by the development as contemplated herein within twenty-four (24) hours of oral or written notice by the City, the City may enter the property, streets and public ways to remedy such conditions. The Developer shall pay the City for any and all costs incurred by the City in remedying such conditions. Payment of said 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, or immediately upon request from the City, whichever is sooner. The City may limit, deny or revoke building permits or certificates of occupancy until such time as costs incurred, pursuant to this Agreement, 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. The Developer shall also replace any broken, damaged, or settled concrete that fronts any lot associated with this development as deemed necessary by the City, prior to the issuance of the final certificate of occupancy on the Property.

11. PUBLIC ACCESS EASEMENTS: The combined development of Phase 1 and Phase 2 will deliver continuous and complete public pedestrian and bicycle connections between the intersection of Ralston Road and Independence Street and the existing trail spur to Ralston Creek Trail. Phase 1 has provided and dedicated a portion of this connection. Phase 2 shall provide and dedicate the remainder of the route determined with the development plans for that phase.

12. W. 58th PLACE / MAIN STREET IMPROVEMENTS: The Developer shall, at its sole cost and expense, construct the roadway improvements to W. 58th Place between Independence Street and Holland Street. Improvements shall follow "Phase 1" approved construction documents and provide public access easements for bicyclists and pedestrians accessing Ralston Creek Trail.

13. HOLLAND STREET IMPROVEMENTS: The Developer shall, at its sole cost and expense, construct the roadway improvements to Holland Street between W. 58th Avenue (Ralston Road) and W. 58th Place (Main Street). Improvements shall follow "Phase 1" approved construction documents and provide public access easements for bicyclists and pedestrians accessing Ralston Creek Trail.

14. INDEPENDENCE STREET IMPROVEMENTS: The Developer shall, at its sole cost and expense, construct the public roadway improvements to Independence Street between W. 58th Avenue (Ralston Road) and W. 58th Place (Main Street). Curb, gutter, sidewalk, bike lane, and landscaping improvements shall follow "Phase 1" approved construction documents.

15. W. 58TH AVENUE (RALSTON ROAD) STREET IMPROVEMENTS: The Developer shall, at its sole cost and expense, construct the public roadway improvements to W. 58th Avenue (Ralston Road) between Holland Street and Independence St. Curb, gutter, sidewalk, and landscaping improvements shall follow "Phase 1" approved construction documents.

16. INSTALLATION OF PARKING AND HARD SURFACE ACCESS: The Developer shall install, sign and stripe all parking and hard surface areas within the Property, as illustrated on the Final Plans and in conformance with the LDC prior to the issuance of any certificate of occupancy for the Property. The Developer shall comply with "Interpretation of Hard Surface Areas," Arvada City Code, Section 94-64 and with the LDC.

17. UNDERGROUNDING OVERHEAD UTILITIES: The Developer shall be responsible for undergrounding existing overhead utilities in conformance with Section 6.11 of the LDC. Any required

improvements must be completed prior to the issuance of the first certificate of occupancy within the Property and shall be completed at no cost to the City.

18. PUBLIC UTILITY FEES: The Developer shall pay all installation charges for lighting, electric and gas required by Public Service Company/Xcel Energy for development of the Property.

19. LIGHTING RESTRICTIONS: Cut-off type fixtures with flush-mounted, flat lenses that cast light downward, and not out toward adjacent properties, must be used. All exterior lighting specifications must comply with the LDC. All exterior lighting must be approved by the Community Development Director prior to issuance of the first building permit within the Property. All lighting associated with the development of this Property shall be extinguished within 1 hour of closing (except for that needed for security purposes) and shall remain off until 1 hour prior to opening for business on the following day. Should it be determined by the City, at a later date, that lighting on the Property is problematic to any adjacent residential uses, the Developer, or its successors and assigns, as applicable, shall promptly adjust the light fixtures to resolve the issue to the City's satisfaction.

20. STORMWATER APPURTENANCE CONSTRUCTION AND MAINTENANCE: The Developer shall obtain approval from the City Engineer of the final drainage plan for this development prior to approval of the associated Construction Plans/Final Plans. The Developer shall install stormwater conveyances, detention ponds, swales, infiltrations beds, underground best management practices, or any other stormwater feature as detailed on the approved construction drawings unless prior written approval is obtained by the City Engineer. The Developer shall meet all requirements, obligations, and best engineering principles imposed by the State of Colorado, County of Jefferson, City of Arvada and Urban Drainage and Flood Control District governing the construction of stormwater conveyances, detention ponds, swales, infiltration beds, underground best management practices, or any other water quality feature.

Drainage easements are required for all detention areas and drainage channels, which shall be privately maintained by the Developer, its successors or assigns. The Developer shall include language to this effect in any covenants for the Property. Maintenance of stormwater appurtenances must be conducted on a routine basis and in response to the Developer or its successors' or assigns' annual inspection and evaluation of the stormwater conveyances' condition. Should ownership of stormwater appurtenances or maintenance responsibilities change, the City of Arvada Stormwater Program must be notified in writing of all new contact information within thirty (30) days of changes taking effect. The City will enforce stormwater installation and maintenance provisions throughout the construction of the Property and beyond as required by law. In no event shall the City be responsible for constructing or maintaining the drainage/detention facilities or maintaining the easements within the Property.

21. OFF-STREET PARKING REQUIREMENTS: The total off-street parking provided is 156 parking stalls based on general retail land-use at five per 1,000 square feet gross floor area including 19 on-street parking stalls located along the east-west main street drive on the north side of the development. All off-street parking stalls will be available to serve the development.

22. TREE REPLACEMENT REQUIREMENTS: A total of 232.5 caliper inches of trees have been removed within the Property. Tree replacement requirements to mitigate the removals are partially addressed within this project. A minimum of 94 caliper inches of additional new trees shall be planted by the Developer to meet the total caliper replacement needs of Phase 1. Any additional tree removals in Phase 2 shall be mitigated by the Developer with additional caliper replacement above and beyond the 94 caliper inches.

23. INSTALLATION OF LANDSCAPING, PLAZA AND OUTDOOR PATIO AMENITIES: The Developer acknowledges that the City has adopted in the past, and may in the future, adopt water restrictions which impact the viability of installing and maintaining the landscaping as illustrated on the approved landscape plans for the Property. Those watering restrictions may prohibit or qualify the

installation of trees, shrubs, new seed, and/or sod for irrigated turf areas. In the event of such prohibition, the Developer shall deposit funds with the City for escrow in an amount equal to 110% of the estimated cost of improvements not installed due to the prohibition, including, but not limited to irrigated turf areas, trees, shrubs, mulch, edger, and weed barrier. Upon expiration of water restrictions, the Developer shall complete installation of the remaining improvements in accordance with the Final Plans for the Property, within ninety (90) days. During any restrictions, the City still encourages the installation of trees and shrubs, if they are drip irrigated or hand watered. However, the City may not have any water available for the irrigation of these landscape materials installed at that time. If the Developer proceeds with the installation of any plantings at that time, it is done at the Developer's sole risk.

Installation of irrigation systems and other hard surface areas (such as plaza, and outdoor patio amenities) shall be completed by the Developer, at its sole expense, prior to the issuance of the first certificates of occupancy within the Property, unless the improvements have been delayed due to reasons beyond the Developer's control, such as adverse weather conditions. The Developer shall deposit funds with the City for escrow in an amount equal to 150% of the estimated cost of the remaining hard surface site elements (including irrigation systems, fencing and other elements as noted above) that are not installed prior to issuance of certificates of occupancy. During periods of time when no water restrictions are in effect, the Developer shall deposit funds with the City for escrow in an amount equal to 150% for all improvements not completed prior to issuance of a certificate of occupancy. A landscape contractor, acceptable to the City, shall make a determination of the estimated cost of improvements. The City, at its sole discretion and upon the City's rejection of an estimate provided by the Developer, may obtain an estimate of the costs of landscaping. Such estimate shall be binding upon the Developer in determining the amount of funds to be escrowed for purposes of this paragraph.

The City shall release its interest in the escrowed funds only upon completion of all landscaping obligations by the Developer and approval of such by the City. In the event that the Developer defaults upon its obligations as specified in this paragraph, following the escrow of funds, the City may apply all funds toward the completion of the Developer's landscaping obligations. For the purpose of applying such funds toward the completion of the Developer's landscaping obligations, "completion" shall mean and include the cost of labor, materials, contract management, and administration. The City shall refund the escrowed funds not applied to completion of landscaping required by the final landscape plan upon application and verification of entitlement. The method and manner in which the City elects to undertake and complete the landscaping obligations of the defaulting 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 Developer's obligations under this paragraph.

24. LANDSCAPE STREETScape, PLAZA, OUTDOOR PATIO AND STREETScape FURNITURES MAINTENANCE: The Developer shall ensure that the landscaped streetscape and tree grates, plaza, outdoor patio and streetscape furnitures for the Property conforms to the Final Plans and the requirements of Section 6.5 of the LDC. The Developer shall maintain the streetscape with adequate sight lines. Trees at intersections and within vision clearance triangles shall be maintained so that any branches impeding visibility are pruned and eliminated at a height below 8-feet. The Developer or its successors, or assigns, including any property owner's association, shall maintain in perpetuity (at its sole expense) all landscaping, and any other amenities (collectively referred to herein as "Landscaping") installed within or associated with the Property pursuant to the Final Plans, regardless of whether the landscaping, as actually installed, fails to specifically conform to the requirements of the Final Plans and regardless of whether the Developer or the City installs the landscaping.

25. SCREENING OF MECHANICAL EQUIPMENT: The Developer shall screen all roof mounted and wall mounted equipment from view pursuant to Section 6.6.4.F.3 of the LDC to the satisfaction of the Community Development Director prior to issuance of each certificate of occupancy within the Property.

26. TRASH ENCLOSURES: The Developer shall construct all trash enclosures in conformance with the Final Plans and Section 6.5.11 of the LDC, prior to issuance of the first certificate of occupancy for the Property. The trash enclosures, including the gates, must be constructed of non-combustible materials, and have an architectural design compatible with the primary structure, using matching materials and colors. The Developer or its successors or assigns shall keep the trash enclosure gates closed at all times, except for the periodic moments when access is needed to place trash within the containers, or empty or replace the trash receptacles themselves.

27. SIGNAGE: The Developer shall ensure that all signage for the Property conforms to the Final Plans and the requirements of Section 6.17 of the LDC. The proposed locations of the monument signs meet the minimum setback requirements and are illustrated on the Final Plans. Signage shall require separate permits and approvals from the City prior to construction/installation.

28. COVENANTS: Prior to issuance of the first building permit, the Developer shall record final covenants for the Property in the appropriate county. Language must be included in the covenants specifying property owner or homeowner's association maintenance obligations for detention and landscape areas as noted elsewhere herein. In no event shall the City of Arvada be responsible for maintenance of these facilities.

29. AS-BUILT CONSTRUCTION PLANS: The Developer shall file, or cause to be filed, with the City an original or reproducible copy of the as-built construction plans of said public improvements promptly upon the completion of the improvements. Failure to do so will delay commencement of the two-year warranty for said public improvements, in which case the Developer agrees to hold harmless and indemnify the City for any and all actions, claims, damages, injuries, and liabilities resulting from, or in any way related to, such improvements or the failure to submit such as-built plans. The Developer further understands and agrees that, as a result of its failure to promptly submit such as-built plans, the City may withhold or deny subsequent building permits or certificates of occupancy, either related to the Property or any subsequent development by the Developer, until such failure is remedied.

30. DELAYS: The parties have executed this Agreement 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.

31. WAIVER: A waiver by any party to this Agreement or 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 Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the Property. In the event that all or part of the Property is sold, transferred, or otherwise conveyed to additional or multiple parties, all owners shall be jointly and severally responsible for the obligations of the Developer as set forth in this Agreement.

33. 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. This Agreement may be amended only by an instrument in writing signed by all parties.

34. 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, the Owner, and the 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, the Owner, and the Developer that any person other than

the City, the Owner, or the Developer receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

35. GOVERNING LAW AND ENFORCEMENT: The laws of the State of Colorado shall govern this Agreement. 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 the Property or for any structure or lot within this development in the event of a breach of this Agreement by the Developer.

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

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. RECORDATION FEES: The City of Arvada shall record this Agreement and any approved subdivision plat for the Property (as applicable) with the Clerk and Recorder's office of the appropriate county per the provisions of the LDC. Prior to recordation, the Developer shall provide the City with an updated title commitment to ensure that all appropriate parties in interest sign this Agreement. Prior to recordation, the Developer shall also pay all costs associated with recordation of these items with the County Clerk and Recorder, based on the recordation rate of \$11 for the first 8 ½" x 11" sheet and \$5 per each sheet thereafter and \$13 for the first 24" x 36" sheet and \$12 per each sheet thereafter.

39. 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 Final 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, Municipal Building, 8101 Ralston Road, Arvada, Colorado. Such Final Plans and documentation filed with the City, approved by the City and noted within this Agreement are hereby incorporated into this Agreement for all purposes.

40. REVIEW OF REFERENCED DOCUMENTS: The Developer hereby understands and acknowledges that the public documents referenced in this Agreement, including but not limited to the Arvada City Code, Arvada Land Development Code, Engineering Specifications, and Design Guidelines were prior to the execution of this Agreement, and are presently, available for review and inspection at the Arvada Municipal Building, 8101 Ralston Road, Arvada, Colorado, from 8:00 a.m. through 5:00 p.m., Monday through Friday.

41. INDEMNIFICATION AND HOLD HARMLESS: The Developer shall indemnify, hold harmless, release and discharge the City of Arvada and the City's officers, employees, agents, and contractors from all liability, claims, and demands, including reasonable attorney's fees and court costs, which arise out of or are in any manner connected with or related to the approval of the Final Plans for the Property.

42. NOTICES: Any notice or communication 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 or mail service such as Federal Express, United Parcel Service, etc.. Such notice or communications shall be given to the parties at their addresses set forth below:

