

## **DEVELOPMENT AGREEMENT**

This Development Agreement is made effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Adam Richey, Richey Construction, Inc. ("Owner") and the City of Steamboat Springs, a Colorado home rule municipal corporation ("City"), collectively "parties".

### **RECITALS:**

**WHEREAS**, the Owner has obtained an Administrative Development Plan approval, PL20220235 for site development and construction of two work-live units (the "Project") on premises more particularly described as Lot 3, Copper Ridge Business Park, Filing 4, 1716 Copper Ridge Spur ("Property"); and

**WHEREAS**, the approved plans reflect an industrial use on the ground story and a dwelling unit on the second story; and

**WHEREAS**, the City approved the project with the following conditions:

1. Prior to Building Permit issuance, the property owner shall record an airport proximity disclosure.
2. Prior to Building Permit issuance, the property owner shall record an aviation easement.
3. The owner shall enter into and record a Development Agreement regarding allowed uses and required parking. The agreement shall be recorded prior to Civil Construction Plan approval.
4. The following items are considered critical improvements and must be constructed and approved or accepted prior to issuance of a Certificate of Occupancy/Completion or approval of a Condo/Townhome Final Plat, whichever occurs first:
  - Water and Sewer infrastructure
  - Access drive, driveway, and parking areas
  - Drainage improvements
  - Permanent storm water quality treatment facilities
  - Revegetation
5. The owner shall pay \$22,392.80 as a fee-in-lieu payment for the required sidewalk along Copper Ridge Circle. Payment of \$22,392.80 shall be submitted to the City prior to issuance of any Building Permit.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the terms and provisions hereof, Owner and the City agree, and Owner declares the

Property, and all portions of it, is, and shall be held, transferred, sold, and conveyed subject to the provisions hereinafter set forth in this Agreement:

- 1. DEVELOPMENT.** Development of the Owner's Property shall be subject to and comply with the Conditions of Approval as listed in the recitals hereinabove.
- 2. ALLOWED USES.** Owner agrees that the ground story of the building shall be limited to uses allowed in the Industrial zone district by the Community Development Code and that any change of use from the approved site development, construction of two work-live units, and proposed residential and industrial uses may require additional parking. In no circumstance shall residential uses or any use customarily associated with a residential use, such as parking or storage of personal items associated with a residential use, be allowed to locate inside the building on the ground story. The primary use of the property shall be for industrial uses and the residential use shall not exceed 50% of the gross floor area on the lot.
- 3. PARKING.** Owner agrees that residential dwelling units/uses shall have designated parking spaces consistent with the approved development permit for the property. Residential or employee parking for the two work-live units and proposed residential and industrial uses shall not be allowed inside the mixed-use buildings nor shall parking be allowed in front of overhead garage doors.
- 4. POTENTIAL IMPACTS.** There is the potential for use conflicts between residential uses and industrial uses in this area. The owner/applicant should be aware that existing and future uses may have impacts to residential uses and those impacts may not have to be mitigated by the existing or future industrial use. To limit impacts from industrial uses on this residential use, the owner/applicant should consider building methods, materials, or other mitigation for the construction of this building that provides the dwelling units with protection from noise, smells, or other impacts commonly associated with industrial uses.
- 5. RECORDATION.** This Agreement shall be recorded pursuant to the provisions of Colorado statutes and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement. Taking title to all or a portion of the Property shall be considered affirmative consent to be bound to the provisions of this Agreement. Owner agrees to pay the fee for recordation of this Agreement.
- 6. ENFORCEMENT.** Either party may undertake any action legally available to enforce the provisions hereof in addition to any remedy herein provided for,

including but not limited to, specific performance. The City may also deny a Certificate of Occupancy upon a finding by the Building Inspector that Owner or Owner's successors have failed to perform. In the event either party is required to undertake any action to enforce the terms of this Agreement, the prevailing party in any such enforcement action or litigation shall be entitled to recover from the other party its reasonable expenses, including attorney's fees incurred with respect to such action.

**7. AMENDMENT.** This Agreement may be modified, amended or annulled only upon the express prior written approval of Owner and the City by resolution duly adopted.

**8. EXERCISE OF CITY RIGHTS; WAIVER.** The parties are not required to exercise the rights granted herein except, as either shall determine to be in their respective best interests. Failure by either party to exercise any right herein granted shall not be construed as a waiver of that right or any other right. Nothing herein shall be deemed or construed to constitute a dedication of any real property to the City.

**9. SEVERABILITY.** If any section, sections or provisions of this Agreement is declared invalid for any reason whatsoever by a competent court, such invalidity shall not affect any other section or provision of this Agreement if they can be given effect without the invalid section, sections, or provisions.

**8. GRAMMATICAL RULES.** The following grammatical rules shall apply to this Agreement; any gender includes the other gender; the singular number includes the plural and vice versa, unless manifestly inapplicable; and words shall be construed according to context and approved usage of language.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, Owner and City have executed this Agreement, and hereby encumber the Property on terms, conditions and covenants contained herein.

**CITY OF STEAMBOAT SPRINGS,**  
A Colorado Home Rule Municipality

BY: \_\_\_\_\_  
Gary Suiter, City Manager

ATTEST:

\_\_\_\_\_  
Julie Franklin, CMC  
City Clerk

State of Colorado    )  
                                  ) ss.  
County of Routt     )

The foregoing instrument was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_, by Gary Suiter as City Manager and attested by Julie Franklin, City Clerk, for the City of Steamboat Springs, a Colorado Home Rule Municipality.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

[remainder of page intentionally left blank]

**Adam Richey  
Richey Construction, Inc.**

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BY: Adam Richey

State of Colorado    )  
                                  ) ss.  
County of Routt     )

The foregoing instrument was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_, by Adam Richey.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_