

IMPROVEMENTS AGREEMENT
CASE NO. _____

THIS AGREEMENT made and entered into this ____ day of _____, 200__, by and between _____ (the "Owner"), _____ (the "Holder of a Deed of Trust"), and the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the "County").

WITNESSETH:

WHEREAS, the Owner has made proper application for a(n) _____ (Exemption from Platting OR Site Development Plan), Case Number _____ (the "Case") for the property described in the Case (the "Property"); and

WHEREAS, as a condition of approval of the Case, the Owner is obligated to enter into an agreement with the County that provides that the Owner shall either construct certain public improvements and/or landscaping set forth on Exhibit A attached hereto and incorporated herein (collective, the "Improvements") or provide a guarantee for completion of the same (the "Guarantee"); and

WHEREAS, the parties desire to enter into this Agreement to satisfy the above condition of approval.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements herein set forth, the parties agree as follows:

1. The Owner shall construct and install, at its sole expense, all the Improvements, except any improvements identified on Exhibit A as cash-in-lieu payments. The Owner shall pay to the County cash-in lieu payments in the amount set forth on Exhibit A, if any. Such cash-in-lieu shall be paid prior to the issuance of any Certificates of Compliance.
2. All Improvements shall be constructed in compliance with the following:
 - a. All documents submitted prior to or at the time of approval of the Case;
 - b. All laws of the United States, State of Colorado, Jefferson County, and its various agencies, affected special districts and/or servicing authorities; and
 - c. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
3. To secure and guarantee performance of its obligations as set forth herein, the Owner agrees that there shall be no conveyance, sale, or transfer of title of all or any portion of

the Property nor shall any building permit or certificate of occupancy be issued until a Certificate of Compliance has been granted by the County certifying that the Owner has satisfied any and all terms, conditions, notes, and restrictions set forth on the mylar or any supporting document(s) approved as part of the Case that must be completed by the Owner prior to the issuance of a Certificate of Compliance, including, without limitation the satisfactory completion of the Improvements or the posting of a Guarantee for such completion.

4. The Guarantee will be submitted, monitored, enforced, and released in accordance with Part IV of the Jefferson County Land Development Regulation ("LDR"), including without limitation the provisions for partial releases of the Guarantee as the Improvements are satisfactorily completed.

5. The Owner and Holder of a Deed of Trust hereby consent and authorize the County to enter onto the Property to construct, install, maintain, and/or replace all or any portion of the Improvements required by the Case. No Guarantee will be accepted for Improvements that lie outside of the Property unless the property owner grants an acceptable easement to the County. Owner and the Holder of a Deed of Trust hereby unconditionally waive and release the County from any and all claims or other legal liability that arise out of or are attributable to constructing, installing, maintaining and/or replacing the Improvements. This consent, waiver and release extends to the County and all its officials, attorneys, agents, employees, and contractors of a landscaping or construction firm.

6. The Holder of a Deed of Trust hereby consents to the imposition of the restriction on conveyance, sale, or transfer as set forth above, as well as all other notes and restrictions set forth on the face of the mylar. The Holder of a Deed of Trust, if any, further agrees that in the event it acquires title or control over the disposition of all or any portion of the Property, whether through foreclosure or otherwise, it will comply with the terms of the restriction of sale and other such notes and restrictions.

7. The County and any purchaser of all or any portion of the Property shall have the authority to bring an action in the District Court of Jefferson County, Colorado to compel the enforcement of this Agreement, including the restriction on sale contained herein. Such authority shall include the right to compel rescission of any sale, conveyance or transfer of any such Property contrary to the provisions this Agreement.

8. This Agreement may be amended from time to time by a written instrument signed by all parties hereto.

9. This Agreement and all restrictions contained herein shall run with the land and shall extend to and be binding upon all successors, assigns, heirs, and personal representatives of all or any portion of the Property.

10. The parties hereby stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for

each of the parties have been authorized to do so.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals.

Owner

BY: _____
as

as

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by _____ as _____ and _____ as
_____ of _____.

Witness my hand and official seal.
My commission expires:

Notary Public

Holder of a Deed of Trust

BY: _____
as

as

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by _____ as _____ and _____ as
_____ of _____.

Witness my hand and official seal.
My commission expires:

Notary Public

County of Jefferson, State of Colorado

By _____
_____, Chairman,
Board of County Commissioners

ATTEST:

Deputy Clerk and Recorder

APPROVED AS TO FORM:

Assistant County Attorney