

CITY OF LONE TREE, COLORADO
SUBDIVISION IMPROVEMENT AGREEMENT
FOR [REDACTED] *[insert name of final plat]*

This Subdivision Improvement Agreement (this “**Agreement**”) is entered into by and between the CITY OF LONE TREE, a municipal corporation of the State of Colorado (the “**City**”), and [REDACTED], a [REDACTED] *[insert type of entity]* (referred to herein as “**Developer**”). The City and Developer may individually be referred to as a “**Party**” and collectively referred to as “**Parties**.” This Agreement shall be effective as of the date of mutual execution by the Parties (“**Effective Date**”).

WITNESSETH:

WHEREAS, Developer owns certain real property in fee simple located within the City as more particularly described in **Exhibit A** (the “**Property**”); and

WHEREAS, the subdivision statutes of the State of Colorado, Title 31, Article 23 of the Colorado Revised Statutes, and Chapter 17 of the Lone Tree Municipal Code (the “**Lone Tree Code**”) authorize the execution of a subdivision improvements agreement between the City and Developer to provide for the construction of required public improvements for the Property; and

WHEREAS, the City has approved the final plat for the Property, titled [REDACTED] (the “**Final Plat**”, a copy of which is on file with the Community Development Department (“**CDD**”) of the City and made a part hereof by reference; and

WHEREAS, development of the Property as specified in the Final Plat will require increased municipal services from the City and will require the installation of certain on-site and off-site public improvements that are primarily of benefit to the Property and not to the City as a whole; and

WHEREAS, this Agreement is required as a condition of approval of the Final Plat; and

WHEREAS, the City is willing to execute and record the Final Plat upon the agreement of Developer to the matters hereinafter described and subject to all the requirements, terms, and conditions of this Agreement and the Lone Tree Code; and

WHEREAS, the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the City in consideration of its approval and execution of the Final Plat, and that such matters are necessary to promote the general health, safety, and welfare of the present and future inhabitants of the City; and

NOW, THEREFORE, in consideration of these premises, the mutual obligations herein contained, and the City’s approval and execution of the Final Plat, it is agreed as follows:

Section I. Obligation to Construct Improvements; Construction Plans; Engineer’s Cost Estimate

- A. The Developer shall provide for the construction and installation, at no cost to the City, of all utilities and other public infrastructure required by the City to serve the Property, including the improvements generally described in **Exhibit B**, attached hereto and incorporated herein (the “**Improvements**”).

- B. The Improvements shall be installed and constructed in accordance with plans and specifications approved by the City (the "**Construction Plans**") and the ordinances, rules, regulations, and standards of the City including, but not limited to: the Lone Tree Code (including fire, building, safety, subdivision, and zoning codes), the Roadway Design and Construction Standards, the Storm Drainage Design and Technical Criteria Manual, and the Grading, Erosion and Sediment Control Manual (collectively, the "**Standards**"). The Construction Plans shall be prepared by and shall bear the stamp of a qualified professional engineer licensed in the state of Colorado (the "**Project Engineer**"). The Construction Plans shall be deemed incorporated into this Agreement by this reference.
- C. The Developer shall submit to the City for approval the Project Engineer's itemized estimate of the cost for the Improvements, including the costs of labor and materials, in a form approved by the City and in accordance with the Standards (the "**ECE**"). Without limiting the foregoing, the ECE shall include a cost contingency of fifteen percent (15%) of the total estimated construction costs of the Improvements. The Parties acknowledge and agree that the purpose of the ECE is to determine the amount of the Security (defined in Section III.A below) and that no representations are made as to the accuracy of the ECE. Developer shall be responsible for the actual costs of the Improvements. The approved ECE shall be attached hereto and incorporated herein as **Exhibit C** to this Agreement.
- D. The Improvements may be constructed in phases subject to the City's prior written approval of the Developer's phasing plan ("**Phasing Plan**"). The Phasing Plan shall demonstrate that each phase of development is an integrated, self-contained project consisting of all of the Improvements necessary to serve the subject phase of the development, and shall include a completion date for the Improvements to be constructed with each phase of development. If approved by the City, a Phasing Plan shall be attached hereto and incorporated herein as **Exhibit D** to this Agreement.

Section II. Obligation to Construct Certain Landscape Improvements and Security Requirements.

- A. The Developer shall provide for the installation and maintenance of certain landscaping improvements as required under Section 17-2-80 of the Lone Tree Code ("Landscape Improvements"), the plans for which, in terms of quantity and type, shall be provided in an approved landscape plan submitted with the Construction Plans.
- B. The Developer shall provide the City with an itemized estimate of the cost of the required Landscape Improvements in a form approved by the City and shall provide security for the completion of such Landscape Improvements as follows **[check applicable box]**:
 - Security in the form of cash or letter of credit in the amount of one hundred fifteen percent (115%) of the total cost of the required Landscape Improvements posted concurrently with the recordation of this Agreement.
 - [Single Family Plats] Building permit restriction. Until all Landscape Improvements are installed and completed within the Final Plat, or within an approved phase per the Phasing Plan, the City shall issue no more than insert

percentage #] percent of the total number of platted lots in the Final Plat. Certificates of occupancy may be issued for any building permits issued by the City subject to all applicable City building codes.

[Single Family Attached, Multi-family, or nonresidential plats] Restriction on Certificates of Occupancy. No certificates of occupancy shall be issued within the Final Plat, or within an approved phase per the Phasing Plan until all Landscape Improvements are installed and approved by the City.

- C. Warranty Security for Landscape Improvements. Upon completion of the Landscape Improvements and the City's probationary acceptance of such Landscape Improvements, and prior to the sale or transfer of any lots or issuance of any building permits in the Final Plat, or applicable phase, the Developer shall post security in the amount of fifteen percent (15%) of the total cost of the required Landscape Improvements.

Section III. Security for Improvements

- A. In order to ensure the timely completion of the installation and construction of the Improvements to the City's satisfaction, Developer shall provide the City with security in an amount equal to one hundred fifteen percent (115%) of the total estimated costs to install and construct the Improvements, by phase in accordance with the Phasing Plan, as set forth in the ECE ("**Security**").
- B. Security shall be in the form of a cash deposit or irrevocable letter of credit ("**Letter of Credit**"). A Letter of Credit shall be issued by a Colorado bank or, if approved by the City, a financial institution registered to do business in the State of Colorado and in good standing with the Colorado Secretary of State. A Letter of Credit shall be in substantially the same form as the form attached hereto as **Exhibit E**, unless an alternative form is approved by the City Attorney. If a Letter of Credit is set to expire and an acceptable replacement form of Security has not been provided to the City on or before fourteen (14) days prior to the expiration date of the Letter of Credit, the City, in its sole discretion, may draw on the Letter of Credit and either hold such funds as security for Developer's performance of its obligations under this Agreement or spend such funds to complete the construction and installation of the Improvements.
- C. In accordance with the Lone Tree Code, Security shall be provided to the City prior to and as a condition of recordation of the Final Plat.
- D. Security shall be maintained in the amounts required by this Agreement through Final Acceptance (defined in Section VII.E below) by the City of the Improvements.
- E. If at any time prior to Final Acceptance the City determines that the amount of Security is not sufficient to cover the costs of the installation and construction of the Improvements, Developer shall be required to immediately provide additional or supplemental Security in an amount deemed sufficient by the City.

Section IV. Fees in lieu of dedication

[Insert in-lieu fee requirement, if any, here. If none, insert “Intentionally deleted” next to “Section IV”. To maintain section references within this Agreement, do not delete the words “Section IV”.]

Section V. Commencement and Completion of Improvements

- A. Prior to commencing construction of the Improvements, Developer shall submit for the City’s approval required permit applications in accordance with the Standards and on forms provided by the City, including, but not limited to, required grading, right-of-way, construction, and building permits (collectively, the “**Development Permits**”).
- B. Developer shall acquire, at its sole cost and expense, good and sufficient temporary and permanent easements, as appropriate, on all lands where construction of the Improvements will be performed and located (the “**Easement Areas**”); such easements, shall include a provision granting the City a right to enter the Easement Areas at all reasonable times for the purpose of inspecting Developer’s work and the Improvements. Copies of such easements shall be provided to the City as a condition of issuance of the Development Permits.
- C. Developer shall also secure and comply with all permits and approvals required from other governmental and quasi-governmental authorities having jurisdiction over the development of the Property.
- D. Developer shall commence construction of the Improvements on or before one hundred eighty (180) days after the date of receipt by the City of the required Security, unless an extension is granted by the City.
- E. Developer shall complete the construction of the Improvements on or before nine (9) months after the date on which Developer commences construction of such Improvements (the “**Completion Date**”); provided, however, if a Phasing Plan for the Improvements is approved by the City, the first phase shall be completed on or before nine (9) months after the date on which Developer commences construction such Improvements, and each subsequent phase shall be completed on or before the completion dates set forth in the Phasing Plan (the “**Phased Completion Dates**”). The Completion Date and each of the Phased Completion Dates may be extended with the approval of the Director of Public Works, which approval shall not be unreasonably withheld.
- F. In addition to the other remedies set forth in Section VIII below, if Developer fails to commence or complete construction within the time periods set forth in Subsections V.D and E, the City may, upon expiration of the Cure Period (defined in Section VIII below), void its approvals of the Construction Plans, ECE, and Development Permits and terminate this Agreement.

Section VI. Construction of Improvements; Inspections

- A. The Improvements shall be constructed and installed in accordance with the Final Plat, the Standards, and the approved Development Permits and Construction Plans.

- B. The authorized representatives and employees of the City may enter the Property and Easement Areas at all reasonable times for the purpose of inspecting Developer's work and the Improvements.
- C. If required by the City, Developer shall, at its sole cost and expense, engage a Colorado licensed professional engineer to provide inspection and testing services during, and following completion of, the construction of the Improvements. The City shall have the right to require Developer or Developer's engineer to conduct inspections and testing, at Developer's sole cost and expense.
- D. Copies of any and all inspection reports and test results prepared by or for Developer shall be promptly provided to the City. Developer shall contact the City within [redacted] days of the failure of any performance testing or inspection results that identify deviations from or noncompliance with the Final Plat, the Standards, or the approved Development Permits or Construction Plans, and within [redacted] days of discovering, or determining that, a condition may prevent construction or installation of the Improvements in accordance with the Final Plat, the Standards, or the approved Construction Plans.
- E. If the City determines that construction or installation of the Improvements is not in compliance with the Final Plat, the Standards, or the approved Development Permits or Construction Plans, the City shall notify Developer in writing of the defects or deficiencies and the required corrections, which Developer shall make within [redacted] days of receipt of the notification or, if the nature of the required corrections is such that the same cannot be reasonably completed within [redacted] days, then Developer shall undertake such corrections within [redacted] days and shall diligently prosecute the same to completion. In the event Developer fails to make or commence the required corrections within said [redacted] day period, the City may direct Developer to stop all work until corrections are made to the satisfaction of the City or exercise any other remedies set forth in Section VIII of this Agreement; the City may exercise such remedies without waiting for the expiration of the Cure Period (defined in Section VIII below).
- F. No Improvement shall be covered until inspected by the City, the quasi-governmental or governmental authority with jurisdiction over such Improvement, and/or the applicable service provider, or until such inspection is waived in writing by the appropriate approving authorities or providers.
- G. Developer shall reimburse the City for all costs incurred by the City for conducting and reviewing inspections and testing, including engineering and attorney fees, within [thirty (30)] days of receipt of the City's invoice for the same.

Section VII. Warranty and Acceptance of Improvements

- A. Developer, by acceptance of a Development Permit, expressly warrants and guarantees, for a period of two (2) years, the complete and satisfactory performance of the Improvements installed and constructed pursuant to such permit in a manner acceptable to the City and in accordance with the Final Plat, the Standards, and the approved Development Permits and Construction Plans (the "**Warranty**").

- B. The warranty period shall begin on the date of the City's written notice to Developer of Probationary Acceptance and shall end on the date that is two (2) years after the City's written notice to Developer of Probationary Acceptance (the "**Warranty Period**").
- C. Upon completion of the Improvements, Developer shall provide written notification of the same along with an electronic copy of as-built drawings showing the Improvements in their as-built locations. The as-built drawings shall be prepared by and bear the stamp of the Project Engineer and shall be in a form acceptable to the City. The City will inspect the Improvements within [fourteen (14) days] of its receipt of Developer's notification and the as-built drawings. If all of the Improvements comply with the Final Plat, the Standards, and the approved Development Permits and Construction Plans, the City shall provide Developer with written notice of probationary acceptance of the Improvements ("**Probationary Acceptance**") and shall reduce the Security to no less than fifteen percent (15%) of the then-total estimate of the cost to install and construct the Improvements (the "**Warranty Collateral**").
- D. Under the Warranty, Developer, at its sole expense, shall repair or replace, at the discretion of the City, any portion of the Improvements that fails, is defective, is unsound, or is unsatisfactory because of, but not limited to, the design, engineering, materials, or workmanship of the Improvements. At any time prior to the end of the Warranty Period, the City may notify Developer in writing of any needed repairs and replacements, and Developer shall complete such repairs and replacements as set forth in Subsection F.
- E. On or before [sixty (60)] days prior to the expiration of the Warranty Period, Developer shall request, in writing, that the City conduct a final inspection of the Improvements. Developer shall include unconditional lien waivers and any other documentation requested by the City to demonstrate that the Improvements are free and clear of all liens, encumbrances, and restrictions. The City will inspect the Improvements within [fourteen (14) days] of its receipt of Developer's request. Following its inspection, the City will provide Developer with a written list of defects and deficiencies and required corrections (if any) to the Improvements, whereupon Developer shall repair, replace, or otherwise correct the Improvements as set forth in Subsection F. When all defects and deficiencies have been corrected to the City's satisfaction, the City shall provide Developer with written notice of final acceptance of the Improvements ("**Final Acceptance**") and shall release the remaining Security. Upon Final Acceptance of the Improvements, all Improvements shall be deemed approved by and accepted for ownership and maintenance by the City.
- F. If, following the City's inspections for Probationary Acceptance or Final Acceptance or at any time during the Warranty Period, defects or deficiencies with respect to the Improvements are identified and determined by the City to be an imminent danger to the public health, safety, or welfare, Developer shall begin the repair or replacement of such Improvements within twenty-four (24) hours of receipt from the City of written notice of the same and shall diligently continue the repairs or replacements until completion. Nonemergency repairs shall be completed within thirty (30) days after receipt from the City of written notice. In the event Developer fails to initiate or complete the repair or replacement of the defective or deficient Improvements to the City's satisfaction within the time periods set forth in this

Subsection F, the City may draw upon, as applicable, the Security or Warranty Collateral to complete the necessary repair or replacement; notwithstanding Section VIII below, the City shall not be required to provide Developer with additional written notice or a Cure Period prior to exercising this remedy. The City may also exercise such other remedies provided to it under Section VIII of this Agreement.

- G. Developer may request partial releases of Security if a Phasing Plan has been approved by Developer. Upon completion of all of the Improvements required for a phase of development, Developer may submit a written request to the City for Probationary Acceptance of the subject Improvements and the partial release of Security. The City shall process the request in the same manner as a request for Probationary Acceptance. Upon the City's Probationary Acceptance of all of the Improvements within the subject phase, the City shall retain from the Security the sum of fifteen percent (15%) of the then-total estimate of the costs to install and construct the Improvements in the subject phase and one hundred fifteen percent (115%) of the then-total estimate of the costs to install and construct the remaining Improvements; the remainder of the Security shall be released to Developer.

Section VIII. Default and Remedies

If Developer becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated as bankrupt pursuant to an involuntary petition in bankruptcy, or a receiver is appointed for Developer, or if Developer fails to timely perform or observe any obligation or condition to be performed by Developer under this Agreement and such default is not cured within the time specified in the City's written notice of default to Developer (the "**Cure Period**"), the City may:

- A. Cure the default, including by completing, repairing, or replacing the Improvements in whole or in part, at Developer's sole cost and expense. The City may draw on the Security or Warranty Collateral and/or invoice Developer for the costs incurred by the City in curing any default (in whole or in part). If Developer fails to pay an invoice within the time period prescribed therein, the City may, in addition to seeking reimbursement through the Security or Warranty Collateral, take other collection remedies. The City's costs shall include, without limitation, the actual costs incurred by the City to cure the default (in whole or in part), plus an administrative fee of ten percent (10%) of the actual costs, plus engineering and attorney fees.
- B. Delay processing of any applications submitted by Developer, whether or not related to the development of the Property, for the City's review, comment, or approval (including, by way of example, any applications for preliminary plans or final plats, site improvement plans, right-of-way permits, street cut permits, grading permits, building permits, or certificates of temporary or permanent occupancy).
- C. Issue a stop work order whereupon Developer shall, except for the required repair work and such other work that the City allows to continue, discontinue all work on or related to the development of the Property and construction of the Improvements until such time as the required repair work has been completed to the City's satisfaction.
- D. Revoke any Development Permit previously issued by the City under which work directly related to such Development Permit has not commenced.

- E. Initiate legal proceedings, including an action for specific performance.

Any rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law or equity. Without limiting the foregoing, the City may exercise any and all remedies set forth in the Lone Tree Code or stated on the Development Permits; the City may exercise any such remedies in accordance with the procedures and requirements set forth in the same and in lieu of satisfying the written notice and Cure Period requirements set forth in this Section.

The termination or expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

Section IX. Late Payment Interest

Any payments not made to the City within ten (10) days of invoice billing shall accrue interest at the rate of eighteen percent (18%) per annum, commencing on the 5th calendar day after the date such amount is due and accruing until paid to the City. Any amounts due and owing to the City under this Agreement that are not paid in a timely manner may be certified to the Douglas County Treasurer for collection with property taxes.

Section X. No City Liability

The City shall in no way be held responsible or otherwise liable for any injury to persons or property, including (without limitation) Developer, its employees, agents, officers, representatives, or contractors, resulting from any inspections, testing, reviews, approvals, disapprovals, observations, or any other actions or omissions by the City related to the Improvements or this Agreement.

Section XI. Indemnification

Developer shall defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, officers, agents, contractors, volunteers, and employees for, from and against all liabilities (including reasonable expert, engineer, and attorney fees), claims, judgments, suits, or demands for damages ("**Claims**") to persons or property arising out of, resulting from, or relating to this Agreement or the installation or construction of the Improvements, unless such Claims have been specifically determined by the trier of fact to have been caused by the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Developer, its employees, owners, agents, officers, officials, members, contractors, and subcontractors, either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

Section XII. Insurance

During the term of this Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement, Developer shall obtain and shall continuously maintain, at Developer's expense, insurance of the kind and in the minimum amounts specified as follows:

- A. Worker's Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.

- B. Comprehensive General Liability insurance with minimum combined single limits of One Million and No/100 Dollars (\$1,000,000.00) each occurrence and of Two Million and No/100 Dollars (\$2,000,000.00) aggregate. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis.
- C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) each occurrence with respect to each of the Developer's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of Developer's obligations and activities under this Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage.

Such insurance shall name the City as a Certificate Holder and name the City, and its elected officials, officers, employees, and agents as additional insured parties. Developer shall provide the City with a certificate of insurance prior to the commencement of work under this Agreement, and Developer shall provide the City a copy of such insurance policy or policies upon request by the City. Developer's failure to obtain and maintain the required policies and limits of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of Developer arising from performance or non-performance of its obligations under this Agreement.

Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in Section XIII.I. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Developer shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in Section XIII.I by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

Developer agrees that any contractors engaged by or for Developer to construct and install the Improvements shall maintain the coverages in limits not less than those described in this Section.

Developer acknowledges and agrees that the insurance requirements set forth in this Agreement shall be in addition to any requirements set forth in or as a condition of issuance of the Development Permits.

Section XIII. Miscellaneous

- A. Incorporation of Recitals. The recitals set forth in this Agreement are incorporated herein by reference as if set forth in full in the body of this Amendment.

- B. Section Headings. The section headings in this Agreement are used only for convenience of reference and in no way shall they define, limit, or describe the scope or intent of any provision of this Agreement.
- C. Termination of Final Plat. In the event the Final Plat is voided prior to recordation, this Agreement shall terminate without further action of the Parties.
- D. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective legal representatives, successors and assigns. This Agreement shall continue upon subdivision of the Property and shall bind all purchasers, lessors, and subsequent owners of any property subject to the Final Plat, except a bona-fide homebuyer, until all provisions of this Agreement are satisfied.
- E. Recording; Run with the Land. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado and shall run with the land. Developer shall pay the recording fees imposed by Douglas County.
- F. Subordination. If the Property upon which the Improvements are constructed is subject to any liens, mortgage, deed of trust or similar encumbrance, Developer shall cause the holder of such indebtedness or encumbrance to subordinate its interest or encumbrance to all of the terms, conditions, and restrictions of this Agreement.
- G. Assignment. Developer shall not convey or transfer title or interests in the Property without the consent of the City, which shall not be unreasonably withheld. Any such successor or assignee shall then be the "Developer" under this Agreement and shall be deemed to have assumed the obligations of Developer under this Agreement. Without the City's written consent, Developer shall remain liable for performance of the obligations of Developer under this Agreement.
- H. No Automatic Further Approvals. Execution of this Agreement by the City shall not be construed as a representation or warranty that Developer is entitled to any other approvals required from the City to commence and complete development of the Property.
- I. Notices. All notices, consents or other instruments or communications required or provided for under this Agreement shall be in writing, signed by the Party giving the same, and shall be deemed properly given: (1) when actually delivered to and received personally by the other Party; (2) on the next business day after deposit for delivery in an overnight courier service such as Federal Express; or (3) three (3) business days after deposit in the United States mail, by registered or certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the Party at the address below for that Party or to such other address as such Party may designate by written notice to the other Party:

If to Developer:

If to City:



With copy to:
City Attorney
c/o Michow Cox & McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111

- J. Further Assurances. At any time, and from time to time, upon request of either Party, the other Party agrees to make, execute, and deliver or cause to be made, executed, and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete, or perfect the rights of the Parties under this Agreement.
- K. Waiver of Breach. The waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
- L. Contractors. Developer shall give notice of the terms of this Agreement in all contracts for construction of the Improvements and shall provide a copy of this Agreement to its contractors and subcontractors.
- M. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any prior oral or collateral agreements or understandings.
- N. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.
- O. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- P. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.
- Q. Governmental Immunity. Nothing contained in this Agreement shall constitute a waiver of the City's sovereign and qualified immunity under common law or applicable state law.
- R. Authorization of Parties' Representative. The undersigned hereby represent that they serve as representatives of the Party for which they have executed this Agreement and are fully authorized to execute this Agreement on behalf of such Party.
- S.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

This Agreement shall be effective for all purposes on and after the Effective Date.

DEVELOPER:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, a _____.

My commission expires: _____

Witness my hand and official seal.

Notary Public

CITY OF LONE TREE

By: _____

Name: _____

Date of execution: _____, 20__

ATTEST:

REVIEWED BY:

By: _____
City Clerk

By: _____
City Attorney

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

[insert legal description]

EXHIBIT B
SCHEDULE OF IMPROVEMENTS

EXHIBIT C
ENGINEER'S COST ESTIMATE

**EXHIBIT D
PHASING PLAN**

[insert if applicable; include Phased Completion Dates]

EXHIBIT E
FORM OF IRREVOCABLE LETTER OF CREDIT

[insert if applicable]