

**ADDENDUM TO SUBDIVISION IMPROVEMENTS AGREEMENT**  
**(PHASED CONSTRUCTION)**

This Addendum shall be incorporated in and become a part of the \_\_\_\_\_, Subdivision Improvements Agreement for \_\_\_\_\_ (herein the "Subdivision") and enforceable as provided in said Subdivision Improvements Agreement.

1. The Subdivider will develop the Subdivision in separate phases in the sequence described in the attached Exhibit "A".
2. The Subdivider shall construct and install all Required Public Improvements in the manner and as described in the Subdivision Improvements Agreement needed and required to serve all lots within each Phase and in the sequence set forth in the attached Exhibit "A".
3. For purposes of determining the extent and timing of the Required Public Improvements, each Phase shall be considered as a separate subdivision.
4. After completion of all Required Public Improvements for any Phase and approval thereof by the Director of Public Works, the City will release the lots in that Phase from the Subdivision Improvements Agreement and this Addendum.
5. Any development of the Subdivision contrary to the phasing sequence set forth in paragraph 1 above without the prior written approval of the Director of Public Works ("Director") shall constitute a breach of the Subdivision Improvements Agreement and this Addendum and City may thereafter refuse to approve the issuance of building permits for construction within the Subdivision.
6. No modifications to the phasing sequence set forth in the attached Exhibit "A" shall be approved by the Director until (a) Subdivider's engineer certifies in writing that the requested modifications will not result in any lot in the Subdivision being inadequately served by required public improvements, (b) Subdivider furnishes title information satisfactory to the City showing all persons and entities having a recorded interest in all lots within the Subdivision ("Interested Parties"), and (c) all Interested Parties execute and acknowledge their consent to and approval of the modification to the phasing sequence in form and content approved by the City Attorney.
7. The Subdivision Improvements Agreement as amended by this Addendum shall remain in full force and effect and the covenants of this Addendum shall run with the land within the Subdivision and shall extend to, be binding upon, and inure to the benefit of the City and Subdivider and their respective heirs, personal representatives, successors, and assigns.

Executed at Pueblo, Colorado, as of \_\_\_\_\_.

\_\_\_\_\_  
Subdivider

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF PUEBLO )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, Subdivider.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

[ S E A L ]

\_\_\_\_\_  
Notary Public

CITY OF PUEBLO,  
a Municipal Corporation

By \_\_\_\_\_  
President of the Council

**ADDENDUM TO SUBDIVISION IMPROVEMENTS AGREEMENT**

**EXHIBIT "A"**

The Subdivider will develop the Subdivision in separate phases in the following sequence:

(a) Phase I shall consist of the following lots within the Subdivision:

(b) Phase II shall consist of the following lots within the Subdivision: