

**ADDENDUM TO SUBDIVISION IMPROVEMENTS AGREEMENT
(PER LOT FEE)**

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

1. Prior to the issuance of a building permit to build or construct any building or structure within the Subdivision, the sum of \$_____ shall be deposited (the "Deposit") with the Director of Finance for the future completion of _____ per City of Pueblo specification ("Improvement").

2. The Deposit shall be held in an interest-bearing account identified as the _____ ("Account"). The Deposit and interest thereon shall be expended solely for the completion of the Improvement within twelve (12) years of the date of the Deposit on a first in, first out basis, that is, the first Deposit in the Account paid shall be considered the first Deposit expended. If the improvements have not been installed within such twelve (12) year period, the twelve (12) year period shall be extended, if in the opinion of the City's Director of Public Works, it appears likely the improvements will be needed, provided that such twelve (12) year period may not be extended for more than twelve additional years. Deposits not so expended shall be refunded upon application to the record owner of the property for which the Deposit was made. Applications for refund shall be made in writing to the Director of Finance within six (6) months after the expiration of the twelve-year period following date of payment. Application shall be accompanied by a copy of the dated receipt issued for payment of the Deposit or other documents satisfactory to the Director of Finance that the fee was paid and date of payment, together with a copy of the deed to such property showing the applicant to be the current record owner of the property.

3. 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 of Pueblo and Subdivider and their respective heirs, personal representatives, successors, and assigns. This Addendum may be specifically enforced against the Subdivider and subsequent owners of lots within the Subdivision.

Executed at Pueblo, Colorado as of _____, _____.

Subdivider

By _____

Title: _____

STATE OF COLORADO)
COUNTY OF PUEBLO)

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

My commission expires:

Notary Public

CITY OF PUEBLO,
a Municipal corporation

By _____
President of the City Council