

DEVELOPMENT AGREEMENT
CITY OF COMMERCE CITY

BOOK 3858 PG 612
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THIS AGREEMENT, made and entered into by and between the City of Commerce City, Colorado, hereinafter referred to as "City" and SHIRLEY K. LEEPER, hereinafter referred to as "Property Owner."
L. HARLOW LEEPER

W I T N E S S E T H:

WHEREAS, Property Owner is the owner of real property in the City of Commerce City, Colorado, as described on attached Exhibit "A".

WHEREAS, in consideration of approval for development of property, the CITY requires the PROPERTY OWNER to enter into a written agreement with the CITY to install public and/or private improvements and to deed land and grant easements for public purposes including rights-of-way, park and recreation, utility and drainage purposes.

WHEREAS, it is deemed necessary by the CITY to defer construction of public improvements on that property described on attached Exhibit "A" due to incompatible grades, the need for additional future planning, inadequate or lack of connecting facilities and other such reasons.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. At such time as is determined by the CITY to be necessary for public purposes, the PROPERTY OWNER shall convey by General Warranty Deed to the City of Commerce City, from that property described on attached Exhibit "A" and without further consideration, the rights-of-way and easements for public purposes required by the CITY.
2. If improvements to be installed and/or constructed for the benefit of that property described on attached Exhibit "A" are pursuant to a Special Improvement District, the PROPERTY OWNER agrees to pay a proportionate share of the cost for such public improvements as determined by the CITY in the organization of the Special Improvement District.
3. If improvements are to be installed and/or constructed for the benefit of that property described on attached Exhibit "A" through methods other than by a Special Improvement District, the PROPERTY OWNER agrees to cooperate with the CITY to complete the engineering, installation and construction in a timely manner and shall pay the proportionate share of the cost thereof at such time and amount as is reasonably determined by the CITY.
4. If the improvements are to be installed and/or constructed for the benefit of that property described on attached Exhibit "A" by the PROPERTY OWNER separate and apart from a Special Improvement District or contract to which the CITY is a party, such public

improvements shall become the property of the CITY upon acceptance by the CITY. During the period of one (1) year from and after the acceptance of such public improvements, the PROPERTY OWNER shall, at its own expense, make all needed repairs or replacements which, in the opinion of the CITY, shall become necessary. If within ten (10) days of written notice to the PROPERTY OWNER from the CITY requesting such repairs or replacements, the PROPERTY OWNER shall not have undertaken with due diligence to make the same, the CITY may make such repairs or replacements at the PROPERTY OWNER'S expense. In the case of any emergency such written notice shall be deemed waived.

5. THIS AGREEMENT shall be binding upon the heirs, personal representatives, successors and assigns of the PROPERTY OWNER and the successors and assigns of the CITY and shall be deemed a covenant running with the subject property.

6. ATTACHMENTS: Exhibit "A", Legal Description

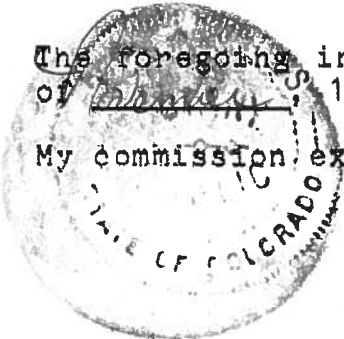
ATTEST:

PROPERTY OWNER(s)

Shirley K. Leeper L. Harlow Leeper
Signature(s) Signature(s)

SHIRLEY K. LEEPER L. HARLOW LEEPER
Name(s) Typed Name(s) Typed

3781 E. 64th AVE 3781 E. 64th AVE.
COMMERCE CITY, CO. COMMERCE CITY, CO.
80022, 289-5555 80022, 289-5555
Address/Phone Address/Phone



The foregoing instrument was acknowledged before me this 19th day of November, 1991, by Shirley K. Leeper & L. Harlow Leeper
My commission expires: March 30, 1995.

[Signature]
Notary Public

APPROVED THIS 25th day of November, 1991.

ATTEST:

CITY OF COMMERCE CITY, COLORADO

Betty J. Martin
Betty J. Martin
City Clerk

By: [Signature]
City Manager