

## SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, by and between LAZY O CATTLE COMPANY (hereinafter referred to as "LOCC"), and THE BOARD OF COUNTY COMMISSIONERS of the County of Pitkin, Colorado, as the governing body of Pitkin County, Colorado (hereinafter referred to as "County").

### WITNESSETH

WHEREAS, LOCC has submitted to the County for approval, execution and recording a Final Plat of the Lazy O Ranch P.U.D., consisting of twenty-two (22) Residential Lots, a Ranch Facilities Parcel, a Fire Substation Parcel, a Wildlife Conservation Area and Agricultural Lands on certain real property in Pitkin County, Colorado, as more particularly described on the Final Plat of the Lazy O Ranch P.U.D.; and,

WHEREAS, the County has fully considered the Final Plat of the Lazy O Ranch P.U.D., ("Final Plat") and is willing to grant approval of and execute the same upon LOCC's agreement to the obligations herein, all as required by the Pitkin County Land Use Code; and,

WHEREAS, LOCC is willing to accept these obligations and to enter into this agreement with the County to provide for the same;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto stipulate and agree as follows:

1. **Central Water System.** LOCC shall construct a central water system providing domestic water to Residential Lots 1 through 21 and the ranch manager house and employee bunkhouse on the Ranch Facilities Parcel. LOCC shall construct water lines to the residential lot lines. Individual lot owners shall be responsible for the extension of water lines to service the structures built on a lot. The central water system shall be designed to supply domestic and fire protection water flows. Improvements by LOCC shall include:

a. Construction of appropriate wells, pumps, adaptors and fittings to supply domestic and fire protection water flows.

b. Construction of a control and chlorination building.

c. Installation of 6" and 8" distribution pipe with appropriate valves and fittings to provide water service to the lot lines.

d. Installation of a water storage tank of approximately one hundred thousand (100,000) gallons in size, with appropriate tank controls.

e. The design and construction of the water system shall comply with the applicable standards of the Pitkin County Environmental Health Department and the State of Colorado Water Quality Control Division.

f. For fire protection, each lot owner shall install at his cost a fire hydrant at his building site prior to issuance of a Certificate of Occupancy for the residential dwelling unit. LOCC shall construct a fire hydrant within three hundred feet (300') and accessible to the ranch manager house, the employee bunkhouse and the fire substation at the time the central water system is constructed and operable. A twenty-five foot (25') firebreak shall be created surrounding the homesites by selectively thinning scrub and/or dead growth. New plantings around the homesites shall be permitted and encouraged when in conformance with good fire protection practices.

g. Lot 22 shall be serviced by an individual well and shall not be connected to the central water system.

h. The water system may be constructed in phases, Phase 1: Lots 1-10, and Phase 2: Lots 11-21, as set forth herein.

**2. Little Elk Creek Village Water Agreement.** The LOCC and Little Elk Creek Village Water Agreement is set forth in Exhibit "B" and incorporated herein by reference.

**3. Sewage Disposal Systems.** The residential lots in the Lazy O Ranch shall be serviced by individual sewage disposal systems which shall be constructed and maintained by the individual lot owners. Due to soil or slope conditions on some lots, additional expense may be incurred in the construction of engineered sewage disposal systems meeting Pitkin County sewage disposal regulations. Sewage disposal areas shall be revegetated at owners' expense no later than the next growing season following installation. It is recommended all sewage disposal systems be designed by a qualified registered engineer with local experience.

**4. Lot 22 Sewage Disposal System.** The existing septic system for the house on Lot 22 shall be upgraded, if necessary, to comply with the Pitkin County Sanitation Codes at the time the existing house on Lot 22 is removed and reconstructed.

**5. Snowmass Creek Road Improvements.** LOCC shall contribute Forty-Two Thousand Five Hundred Dollars (\$42,500.00) to Pitkin County for road improvements to Lower Snowmass Creek Road to help mitigate the traffic impact on Lower Snowmass Creek Road generated by the Lazy O Ranch. Payments shall be made in twenty-one (21) installments, each due at the time of issuance of a building permit for a dwelling unit on the new lots (Lots 1 through 21) in the Lazy O Ranch. The pro-rated payment shall be \$2,023.80 per dwelling unit. The installment payments may increase or decrease depending on inflation or deflation in costs based on the Denver Consumer Price Index (CPI) from the date of recordation of the Final Plat. No payment is required upon the expansion or reconstruction of the existing house on Lot 22.

**6. Construction of Lazy O Road.** LOCC shall construct Lazy O Road as the same is shown on the Final Plat. The road shall have a twenty foot (20') driving width and a gravel surface. Base and subbase material and thickness shall be determined in accordance with the standards for "Rural County Access" roads as set forth in the Pitkin County Road Standards and Specifications, Board of County Commissioners Resolution 85-54, May 28, 1985. The road may be constructed in phases as set forth herein.



That portion of Lazy O Road connecting Lot 21 and Lot 22, as shown on the Final Plat, shall be used only for agricultural and emergency access. That portion of the road shall be closed year-round with locked gates, but maintained and plowed year-round for agricultural and emergency access. The gates shall be able to be open by a breakable lock or chain for emergency access.

Road and driveway culverts used in the Lazy O Ranch shall comply with the standards as set forth in the Pitkin County Road Standards and Specifications, Board of County Commissioners Resolution 85-54, May 28, 1985.

**7. Electric Service.** LOCC agrees to install or guarantees installation of electric power lines to provide electric service to Lots 1 through 21 in the Lazy O Ranch. All new power lines shall be underground and revegetated no later than the next growing season following installation. Power lines and the installation of same shall conform to the requirements and specifications provided LOCC by Holy Cross Electric Association. Electric service may be installed in phases as set forth herein.

Lot 22, the Ranch Facilities Parcel and the Fire Substation Parcel are already serviced or are able to be serviced by existing overhead lines provided by Holy Cross Electric Association. No improvements are proposed other than standard service connections as new structures are constructed.

**8. Telephone Service.** LOCC agrees to install or guarantees installation of buried distribution cable to provide telephone service to Lots 1 through 21 in the Lazy O Ranch. Telephone lines shall be underground and revegetated no later than the next growing season following installation. Telephone lines and the installation of the same shall conform to the requirements and specifications provided LOCC by Mountain States Telephone and Telegraph Company. Telephone service may be installed in phases as set forth herein.

Lot 22, the Ranch Facilities Parcel and Fire Substation Parcel are already serviced or are able to be serviced by existing overhead lines provided by Mountain States Telephone & Telegraph Company. No improvements are proposed other than standard service connections as new structures are constructed.

**9. Gas and Cable T.V.** Gas and Cable T.V. service is not available to the Lazy O Ranch at this time. LOCC shall have no obligation to provide such services.

**10. Augmentation Pond.** LOCC agrees to construct an augmentation pond as specified in Case No. 85CW49 in the Water Court for Water Division No. 5, State of Colorado. The augmentation pond shall be constructed and operable prior to providing water service to Lots 1 through 21 in the Lazy O Ranch from the central domestic water system. The existing house on Lot 22 may be expanded or reconstructed prior to construction of the augmentation pond.

**11. Irrigation Ditches and Drainage Improvements.** LOCC agrees to construct certain improvements relating to the Walker Wonder Ditch and the Plymouth Gully as listed on the following page:

a. The Walker Wonder Ditch outfall gully shall be improved as follows.

(1) Construct a new diversion box at the bottom of the Walker Wonder Ditch Pipeline.

(2) Construct a new ditch northwest from the diversion box to the hillside above the Williams No. 1 Ditch at a grade of less than one half of one percent (.5%).

(3) Install a new culvert from the end of the new ditch down the hill to the Williams Ditch. An energy dissipator shall be installed at the culvert outlet in the Williams Ditch to prevent the ditch from washing out.

(4) Regrade and revegetate the existing gully to prevent erosion.

b. The Plymouth Gully shall be improved as follows:

(1) Construct a new ditch from the diversion box southeast of the flat grade to prevent erosion. The ditch shall be continued until it reconnects with the lower ditch system or a short section of culvert shall be installed as provided in paragraph a (3) above.

(2) Regrade and revegetate the existing gully to prevent erosion.

The irrigation and drainage improvements specified above shall be completed prior to the issuance of a Certificate of Occupancy for any of Lots 1 through 21 of the Lazy O Ranch. A building permit for the expansion or reconstruction of the existing house on Lot 22 may be issued prior to the improvements.

**12. Relocation of Livestock Corrals.** LOCC shall relocate the existing livestock corrals and holding pens away from the drainage/irrigation channel that flows through the livestock area and drains into Snowmass Creek. The livestock area shall be relocated within the Ranch Facilities Parcel designated on the recorded plat of the Lazy O Ranch prior to the construction of the fire substation on the Fire Substation Parcel designated on the recorded plat of the Lazy O Ranch. The corrals and pens shall be relocated to an area not having direct irrigation or direct surface drainage (point source of pollution) to Snowmass Creek.

**13. Fire Substation Parcel.** LOCC shall convey, at no charge to the Basalt Fire District, the Fire Substation Parcel designated on the recorded plat of the Lazy O Ranch. LOCC shall convey the parcel at the time of recording the Final Plat by a quit claim deed, in the form attached hereto as Exhibit "C". The deed shall contain a reversionary clause which states that an operating fire substation structure shall be constructed on the parcel within five (5) years from the date of conveyance, or the ownership of the parcel shall revert back to LOCC. The reversionary clause shall allow for a one time two (2) year extension of the deed based on the Basalt Fire District proving due diligence to construct the substation. The extension shall not be unreasonably withheld by LOCC. The Basalt Fire District shall not be allowed to convey the parcel to another party and the District shall only be allowed to use the parcel for a fire substation.



Until such time as the Basalt Fire District is ready to construct the substation, as indicated by the issuance of a building permit, LOCC may continue to use the parcel in its present agricultural use. Upon receipt of a building permit, the Basalt Fire District shall notify LOCC in writing, and LOCC, at its cost, shall have thirty (30) days from receipt of written notification to remove structures and fencing from the parcel, and relocate or culvert the drainage channel transversing the parcel such that the parcel is developed.

LOCC shall license, at no cost, domestic water to the fire substation from the existing well located at the old ranch manager house. Water shall be provided from the well to the property line of the fire substation by a 1" inch PVC line or equivalent. To upgrade the water quality of the well to an acceptable drinking standard, LOCC will pay for the installation of a commercial grade water softener to remove hardness and prevent scaling of plumbing and fixtures, and a point of use RO unit (on drinking faucet) to remove dissolved solids and sulfate. The improvements shall be installed at the time of connection to the well and construction of the substation. The potable water supply shall be of sufficient legal priority or status for domestic use. LOCC shall not charge the District for the potable water. Upon connection of the well to the substation, the District shall be solely responsible for on-going operation, maintenance, repair, and replacement of the well and water system. LOCC shall reserve the right to use available water from the well beyond the reasonable requirements of the fire substation for its potable water use. Nothing herein shall be construed as a guarantee of any on-going water quality or quantity from said well.

LOCC, at its cost, shall locate a fire hydrant from the central water system within 300 feet of the substation and easily accessible to fire equipment from the substation. The District shall be allowed to draw water from the fire hydrant, at no charge, for fire fighting purposes only.

Telephone and electric lines presently exist in the Upper Snowmass Creek Road R.O.W. adjacent to the fire substation property line. Standard service connections from the existing lines to the substation shall be the responsibility and cost of the District. Gas and Cable TV is not available to the ranch, and LOCC shall have no obligations to prove same to the substation.

The design of the fire substation shall be reviewed and approved by the Architectural Committee of the Lazy O Ranch Homeowners' Association. The design of the substation shall be evaluated as to its compatibility with and use of similar materials, colors, lighting, etc., as the surrounding ranch buildings. The Architectural Committee shall not unreasonably withhold design approval of the substation.

**14. Contribution For Traffic & Transit.** LOCC shall contribute Ten Thousand Dollars (\$10,000.00) to Pitkin County to help mitigate the traffic and transit impacts of the project in the Capitol Creek/Snowmass Creek area. The contribution shall be used by Pitkin County exclusively for improvements in the area. The contribution shall be paid in full prior to the issuance of a building permit for construction of a new dwelling on Lots 1 through 21 in the Lazy O Ranch. A building permit for the expansion or reconstruction of the existing house on Lot 22 may be issued prior to the payment.



**15. Contribution to Roaring Fork School District.** LOCC shall contribute Three Thousand Four Hundred Fifty Dollars (\$3,450.00) toward the capital improvement program of the Roaring Fork School District. This contribution shall be paid in full prior to the issuance of a building permit for construction of a new dwelling unit on Lots 1 through 21 in the Lazy O Ranch. A building permit for the expansion or reconstruction of the existing house on Lot 22 may be issued prior to the payment.

**16. Fisherman's Easement.** LOCC shall grant to Pitkin County a fisherman's easement along Capitol Creek as noted on the Final Plat. The easement shall be ten feet (10') from the high water level of the bank of Capitol Creek. Points of access to the easement shall be signed and posted accordingly.

**17. Landscaping.** LOCC shall install plantings, primarily cottonwoods, along the fence line fronting and parallel to Capitol Creek Road as such runs within the boundaries of the Lazy O Ranch and in general conformance with Exhibit "D" incorporated herein by reference. LOCC shall also install plantings primarily of aspens, cottonwoods, and spruces around the augmentation ponds and at the Lazy O Road entrance. The plantings shall be installed prior to the issuance of a building permit for construction of a new dwelling on Lots 1 through 21 in the Lazy O Ranch. A building permit for the expansion or reconstruction of the existing house on Lot 22 may be issued prior to installation of plantings.

**18. Weed Control.** LOCC shall cut and monitor the weeds (especially Canadian Thistle) along the Capitol Creek and Upper Snowmass Creek Roads where these roads border the ranch. LOCC agrees to join any Weed District established around or adjacent to the Lazy O Ranch if said programs and recommendations are adopted by a majority of the residents/ranchers in any such proposed District.

**19. Conveyance of Water Rights to Colorado Water Conservation Board.** LOCC shall convey, at no charge, from the irrigated water rights of the Lazy O Ranch the following irrigation water rights to the Colorado Water Conservation Board for a minimum of stream flow purposes at the time of recording the Final Plat:

0.25 cfs from the HIGHLAND DITCH, First Enlargement, Priority No. 363, water right, decreed on August 25, 1936, with a priority date of June 1, 1905.

In the event the Colorado Water Conservation Board declines the donation of such water rights, LOCC shall offer such water rights to Pitkin County by written notice to the Pitkin County Manager thereafter Pitkin County shall have 14 days to accept or decline same by written notice. LOCC shall have no further obligation to convey the above water rights if they are declined by Pitkin County.

**20. Wildlife Improvements.** LOCC shall implement the following improvements in order to protect and enhance the wildlife use of the property.

a. Establish select wildlife habitat areas by providing watering holes and planting trees, shrubs and grasses. The upper alfalfa field area shall be improved by increasing the water holding capacity of the bog area, by not cutting the alfalfa crop of the upper field



during the fall migration period and by additional plantings along the lower irrigation ditch of the alfalfa field for wildlife screening.

b. Install plantings for wildlife screening on Lot 21, along the western ridge of the lot.

c. Construct a pond of approximately .25 acre feet which shall be located in the upper alfalfa field which pond shall be used primarily for a wildlife watering hole and wildlife habitat area.

d. Remove threatening barriers or obstacles to wildlife movement in the Wildlife Conservation Area. Fences and other obstacles in the migration corridor shall be moved to facilitate migration movement.

e. Initiate a reseeding program in the sage brush areas where grasses and farbs have been overgrazed.

f. Initiate a fish stocking program for Capitol Creek.

The wildlife improvements shall be implemented prior to the issuance of a building permit for construction of a new dwelling unit on Lots 1 through 21 in the Lazy O Ranch. A building permit for the expansion or reconstruction of the existing house on Lot 22 may be issued prior to the improvements.

**21. Energy Conservation.** All residential construction on residential lots shall be designed to provide at least a twenty-five percent (25%) energy savings above the minimum requirement of the Pitkin County "Energy Conservation and Thermal Insulation Standard", Chapter 53, Uniform Building Code, adopted January 22, 1979. Individual building design will determine the most efficient manner to comply with this performance standard. Each owner of a residential lot shall provide an energy conservation report to the Pitkin County Building Inspector as part of his building permit application which gives proof of compliance with this energy conservation standard. In the event the house on Lot 22 is totally reconstructed, such reconstruction shall comply with the performance standards provided for within this paragraph.

**22. Water Conservation.** Residential structures on the lots shall be constructed with conservation water fixtures. Conservation standards are given below:

	<b>Conservation Standard</b>	<b>Typical Usage</b>
Faucets	2-3 gals./min	5 gals./min.
Shower heads	2-3 gals./min	5 gals./min.
Toilets	3-4 gals./flush	5 gals./flush

In the event the house on Lot 22 is totally reconstructed, such reconstruction shall include the use of conservation water fixtures. Outside lawn/garden irrigation from the domestic water

supply shall be limited to five thousand (5,000) square feet per Lot. Additional outside lawn/garden irrigation shall be permitted from the agricultural water rights of the Lazy O Ranch if such use does not interfere with irrigation of the Agricultural Lands and written consent for such use is granted by LOCC or by the Association after lease of said agricultural water rights to the Association.

**23. Employee Housing.** LOCC shall fulfill its employee housing requirements as follows:

a. LOCC shall construct a Ranch Manager house on the Ranch Facilities Parcel. The house shall be three (3) bedrooms, two (2) baths of approximately one thousand five hundred square feet (1,500 sq. ft.) The house shall be rental only, restricted to the low-income rental guidelines annually adopted by Pitkin County and restricted to occupancy by the Ranch Manager and employees of the Lazy O Ranch. The house shall be completed prior to the issuance of a residential building permit on any of Lots 1 through 21 of the Lazy O Ranch. LOCC shall receive credit for housing three (3) employees in the Ranch Manager's house.

b. LOCC shall construct an employee bunkhouse on the Ranch Facilities Parcel. The bunkhouse shall be restricted to employees of the Lazy O Ranch, be rental only, restricted to the low income rental guidelines annually adopted by Pitkin County, and restricted to occupancy to employees of the Lazy O Ranch. The bunkhouse shall house no more than four (4) employees at a minimum of one hundred fifty (150) square feet per person, or a minimum of six hundred (600) square feet total, and with a maximum of twelve hundred (1,200) square feet total. The bunkhouse may contain a kitchen and have shared baths. The bunkhouse shall be completed prior to the issuance of a residential building permit on any of the Lots 1 through 21 of the Lazy O Ranch. LOCC shall receive credit for housing four (4) employees in the bunkhouse.

c. LOCC shall pay an employee housing cash-in-lieu fee of \$280,000.00. Payments shall be made in twenty-one (21) installments, each due at the time of issuance of a building permit for a dwelling unit on the new lots (Lots 1 through 21) in the Lazy O Ranch. The pro-rated payment shall be \$13,333.33 per dwelling unit. The pro-rated payment shall be indexed to the low-income cash-in-lieu of guideline in effect at the time of payment. LOCC shall receive credit for housing fourteen (14) employees under the cash-in-lieu of payment. The existing house on Lot 22 may be expanded or reconstructed without an employee housing cash-in-lieu of payment.

d. Verification of employment and income of the qualifying tenant for the Ranch Manager complex shall be furnished to the Aspen/Pitkin Housing Authority Office before execution of a rental lease for the tenant.

e. The owner of the Ranch Manager complex shall be required to supply the Aspen/Pitkin Housing Authority Office with a copy of the lease executed with a qualified tenant each six (6) months thereafter (or upon the renewal of the lease if for a longer period). The Aspen/Pitkin County Housing Office shall be given a copy of the renewed lease.



f. The tenants of the Ranch Manager's house and employee bunkhouse will be qualified according to the Aspen/Pitkin Housing Authority qualification guidelines in place at the time of the issuance of the first new building permit for Lots 1 through 21 issued to the Lazy O Ranch. LOCC shall have the right to name the occupants of the units, and employees of the ranch shall have first priority to occupancy of the ranch units independent of their income and the income qualification guidelines of the Aspen/Pitkin County Housing Authority.

**24. Park Dedication Fee.** The park dedication fee for the Lazy O Ranch is \$1,084.00 or \$51.62 per lot, Lots 1 through 21. LOCC agrees to pay \$51.62 per lot at the time of issuance of a building permit for construction of new residential dwelling units on Lots 1 through 21 in the Lazy O Ranch, (except for Lot 22, the Ranch Facilities Parcel and the Fire Substation Parcel), in accordance with the provisions of the Pitkin County Land Use Code, § 5-501.11.

**25. Nature and Estimated Cost of Improvements.** LOCC shall be responsible for construction and installation of all improvements required hereunder. LOCC contemplates developing the subdivision in two phases, i.e. Phase 1: Lots 1-10 and 22, and Phase 2: Lots 11-21. The nature, extent and estimated cost of such improvements shall be as set forth on the schedule attached hereto as Exhibit "A-1" and "A-2" incorporated herein by this reference. In the event the cost of the contemplated improvements exceeds those estimated herein, LOCC shall be solely responsible for the higher cost thereof.

**26. Construction Schedule.** The subdivision and the improvements provided for in this Agreement are contemplated to be developed and completed in phases. Provided however, a building permit for construction of a residential dwelling on a particular lot in the Lazy O Ranch shall not be issued until the construction of the appropriate road access, water, electric and telephone services as described herein have been commenced for such lot and the collateral security described in paragraph 27 below has been approved and accepted by the County Attorney. Notwithstanding the above, a building permit to expand or reconstruct the existing house on Lot 22 may be issued or Lot 22 may be conveyed after recording the Final Plat and prior to the posting of collateral security for Lots 1-21 as described in paragraph 27 below.

**27. Financial Assurances.** In order to secure LOCC's performance under this Agreement, LOCC hereby restricts Lots 1-21 against conveyance or transfer until such time as other specific collateral security or security agreements are approved and accepted by the County Attorney. Such security shall be equal in value to the cost of the improvements not yet completed in conformance with the phasing and design specifications of this Agreement and set forth in Exhibits "A-1" and "A-2". Whereas the project is to be constructed in phases, the restriction against the conveyance of lots and other specific collateral security or security agreements shall be phased and pro-rated accordingly. No subdivision bond or letter of credit shall be required for Phase 2 improvements set forth in Exhibit "A-2" until such time as Phase 2 lots are to be conveyed.

As portions of the improvements are completed, the County shall inspect them and on approval and acceptance of such improvements by the County, the County Attorney shall authorize the release of that amount of the security equal to the cost of that portion of the improvements completed; provided, however, ten (10%) percent of the cost of the



improvements completed shall be retained until all improvements provided for herein are completed and approved by the County.

In the event LOCC fails to perform its obligations to construct the improvements provided for in this Agreement in accordance with design and time specifications as set forth herein, and thereafter LOCC has not complied with the requirements of this Agreement within ninety (90) days after written notice from the County to do so, then LOCC shall be deemed in default hereunder. The security provided by LOCC shall give the County the unconditional right, in the event of default by LOCC, and after thirty (30) days written notice to LOCC or its successors or assigns, to withdraw funds on demand to pay for improvements to be completed by the County or pay any outstanding bills for work already completed by any party, provided however, that LOCC has been given the opportunity for a hearing before the Board of County Commissioners to discuss the default. Final payment for any improvements completed by the County shall be made only after same have been inspected and accepted by the County.

In the event LOCC defaults hereunder and the County, by withdrawal of funds, performs the obligations of LOCC hereunder, the County, in good faith, shall be obligated to complete the improvements in an economically efficient manner as is practicable:

28. **Assignment.** In the event LOCC does not market the individual lots or develop the real property referred to herein, LOCC may assign or sell its interest in the property to a third party who shall develop the property, or portions thereof, including the construction of the improvements contemplated hereunder, in accordance with and subject to the provisions of this Agreement. Upon sale or assignment to a third party, LOCC shall be released of all liability and obligations under the terms of this agreement.

29. **Execution of Final Plat.** LOCC's obligations to construct the improvements contemplated hereunder are expressly contingent on the County approving and executing the Final Subdivision Plat of Lazy O Ranch P.U.D.; the recordation of the same in the office of the Clerk and Recorder for Pitkin County, Colorado, and conveyance of lots.

30. **Covenants Running with Land.** All covenants, restrictions, conditions and obligations herein contained are covenants running with the land and shall attach and bind and inure to the benefit of LOCC and the County, their respective grantees, successors and assigns.

31. **Captions.** Titles or captions of paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Subdivision Improvements Agreement or to the intent of any provisions hereof.

32. **Entire Agreement.** This Subdivision Improvements Agreement constitutes the full and complete agreement of the parties hereto and may not be modified except by a written agreement signed by the parties.



IN WITNESS WHEREOF, the parties have executed this Subdivision Improvements Agreement the day and year first written above.

LAZY O CATTLE COMPANY

By \_\_\_\_\_

THE BOARD OF COUNTY COMMISSIONERS  
OF PITKIN COUNTY, COLORADO

By \_\_\_\_\_  
Chairman

ATTEST

By \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Thomas Fenton Smith  
County Attorney

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of LAZY O CATTLE COMPANY.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF PITKIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by \_\_\_\_\_, of the COUNTY COMMISSIONERS OF THE COUNTY OF PITKIN, COLORADO.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_

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