

ACCESSORY STRUCTURE SERVICE CHARGE SUSPENSION AGREEMENT
(System Development Fees Paid)

This ACCESSORY STRUCTURE SERVICE CHARGE SUSPENSION AGREEMENT (hereinafter "Agreement") is entered by _____, a _____ [type of entity, if applicable] ("Owner") effective _____, 20__.

RECITALS

A. Owner is the owner of certain property in the City of Salida, Chaffee County, Colorado (the "City"), located at _____, identified in the City's billing system with account number _____ and in the Chaffee County Assessor's records as Parcel Number _____ with the following extended legal description:

(the "Property") that includes both primary and accessory structures.

B. Pursuant to Section 13-3-10(a)(1) of the Salida Municipal Code, Owner wishes to restrict use of the Property as a single-family dwelling unit.

C. The City agrees to suspend collection of service charges for AS issued certificates of occupancy for such time as this Agreement remains in place, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. The City shall suspend collection of service charges for the AS on the Property provided that the primary structure and AS are used as a single-family dwelling. All service charges so deferred shall become immediately due and payable if the Property ceases to be used as a single-family dwelling unit.

2. Upon modification of a change in status pursuant to this Agreement, the City shall charge the then applicable service charges pursuant to the Salida Municipal Code from the date the property is no longer a single-family residence.

3. In the event that this Agreement is violated, the City shall have all rights of enforcement for non-payment of service charges as provided for in Chapter 13 of the Salida Municipal Code, as may be amended.

4. This Agreement shall have no effect on the payment of applicable service charges for the primary structure and volume charges for the Property, which shall be due and payable to the City as provided in Chapter 13 of the Salida Municipal Code without regard to the AS fee described herein.

5. This Agreement shall be effective upon recording in the Office of the Chaffee County Clerk and Recorder and the commencement of the next regular City billing cycle following recording.

6. Upon written request of the Owner, the City shall record a Notice of Termination of this Agreement in the Office of the Chaffee County Clerk and Recorder and all suspended fees shall commence being billed on the next regular City billing cycle.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF SALIDA, COLORADO

By _____
City Administrator

ATTEST:

City Clerk

[OWNER(S)]

