

AGREEMENT AMENDING SECTION 9 OF THE ANNEXATION AGREEMENT
(Genette Simpkins RLT for Love Parcel)

THIS AGREEMENT is made this _____ day of September, 2024 between the Town of Grand Lake, Colorado, a Colorado Municipal Corporation (the “Town”) and the Genette Simpkins Revokable Living Trust (the “Owner”). The Town and the Owner shall collectively be referred to herein as the Parties.

Recitals

WHEREAS, on July 19, 2023, the Parties entered into an agreement formalized and accepted by Grand Lake Ordinance No. 07-2023 (the “Original Agreement”) which annexed and zoned certain property commonly know as the Love Tract and more fully described in Exhibit A, attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Original Agreement, in part, obligated the Owner to construct certain improvements (the “Owner Improvements”) by certain dates; and

WHEREAS, the Original Agreement also, in part, obligated the Town to construct certain improvements (the “Town Improvements”) by certain dates; and

WHEREAS, Section 9(a)(4)(vi) permits the Parties to amend the “deadline for either party to complete their respective tasks. . . may be extended by written agreement of the parties . . . in the event of unforeseen circumstances”; and

WHEREAS, the Parties experience unforeseen difficulties in soliciting limited responses to the request for bids, negotiating with responsive bidders, the short construction season dictated by weather, and other issues; and

WHEREAS, the Parties desire to and agree to amend Section 9(a)(4) to permit the rebidding and additional construction time to complete Town and Owner Improvements until October 15, 2025.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and with the intent to be legally bound hereby, the Parties set forth as follows:

1. The Parties hereby agree to amend Section 9(a)(4) of the Original Agreement with the removal of the ~~strike through language~~ and the addition of the **bold underlined language** to read in its entirety as follows:

(4) The parties will construct a road to the Property within the existing County owned Right Of Way immediately south of the Property and continuing through the Property from the South boundary to the North boundary of the Property ("the Roadway ROW"), and coordinate installation of utilities in such roadway as follows:

ExhibitB

(i) ~~On or before June 1, 2024, the~~ **The** Town shall remove the trees from the center 40 feet of the 60 foot Roadway ROW, and improve such 40 foot area to "rough grade." Rough grade will include all cut and fills and grading of such 40 foot wide area to within 2 feet of final grade, in compliance with road construction engineering specifications to be obtained by the Town.

(ii) ~~On or before October 31, 2024,~~ **The** Owner shall complete installation of deep utilities in the Roadway ROW, including installation of water and sewer mains near the center of the Roadway ROW.

(iii) ~~On or before June 1, 2025, the~~ **The** Town will finish the traveled portions of the Roadway ROW to within 6 inches of final grade.

(iv) ~~On or before September 1, 2025,~~ **The** Owner will complete installation of all other utilities including gas, electric, phone and cable along one or both of the 10 foot utility easements along the sides of such Roadway ROW.

(v) Provided Owner completes installation of the public utility improvements, including initial acceptance of such public improvements by the Town, on or before September 1, 2025, the Town agrees to repair, replace, restore or construct the traveled portions of the Roadway ROW to a Class C roadway on or before October 31~~1~~**15**, 2025.

(vi) The deadline for either party to complete their respective tasks set forth in subsections (i) through (v) may be extended by written agreement of the parties in the event of adverse weather, supply problems or other unforeseen circumstances.

(vii) Prior to the earlier of (1) Owner's commencement of installation of public utility improvements or (2) issuance of the first building permit for any portion of the Property, Owner shall enter into a Development Agreement acceptable to the Town, as provided for in Section 8, above.

(viii) Any provision of a subsection of this Section 9 to the contrary notwithstanding, and regardless of whether Owner has completed installation of utilities in or near the Roadway ROW, after ~~September 1~~ **October 15**, 2025, the Town shall have the right but not the obligation to construct such roadway within the Roadway ROW as the Town deems appropriate to provide access to the Town's adjacent property, known as the Mathews property.

(xi) The Parties agree and covenant to work collaboratively to complete all improvements required by this section by October 15, 2025.

2. Any further notices shall be sent to the following:

ExhibitB

Town of Grand Lake

Town Manager

P.O. Box 99

1026 Park Avenue

Grand Lake, CO 80447

gpatterson@toglco.com

With a Copy to:

Krob Law Office, LLC

Dan Krob

8400 E. Prentice Ave, Penthouse

Greenwood Village, CO 80111

dan@kroblaw.com

GENETTE SIMPKINS Revokable Living Trust

Attn: Genette Simpkins

45-238 Kokakahi Place

Kaneohe, HI 96744

Addresses for such notices may be changed from time to time by the parties providing written notice of such change to the other party.

3. Other than as specifically amended above, all terms, conditions, rights, and responsibilities set forth in the Original Agreement are unmodified and shall remain in full force and effect.

TOWN OF GRAND LAKE, COLORADO

By:_____

Steve Kudron, Mayor

ATTEST: _____

Alayna Carrell, Town Clerk

GENETTE SIMPKINS Revokable Living Trust

By:_____

Thomas D. Stanley,

Power of Attorney for Trust