

TOWN OF MEAD, COLORADO
FIRST AMENDMENT TO
SUBDIVISION IMPROVEMENT AGREEMENT
FOR RED BARN FARMS, FILING #1

This First Amendment to Subdivision Improvement Agreement (this “Amendment”) is entered into by and between the TOWN OF MEAD, a municipal corporation of the State of Colorado (“Town”), and 13-32 DEVELOPMENT LLC, a Colorado limited liability company (referred to herein as “Developer”). Mead and Developer are collectively referred to as “Parties,” or occasionally in the singular as “Party.” This Amendment shall be effective as of the date of mutual execution by the Parties.

WITNESSETH:

WHEREAS, Town and Developer entered into that certain Subdivision Improvement Agreement For Red Barn Farms, Filing No. 1 dated March 16, 2021 and recorded with the office of the Clerk and Recorder for Weld County, Colorado on April 15, 2021 at Reception No. 4705174 (the “SIA”); and

WHEREAS, the SIA pertains to that certain real property located within the Town and more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, Section I(C) of the SIA contemplates that the Improvements, as defined therein, may be constructed pursuant to a phasing plan approved by the Town Engineer and the Town Manager, subsequently approved by the Board of Trustees, and incorporated into a written amendment to the SIA; and

WHEREAS, the Town Engineer and Town Manager have approved the phasing plan for the Property attached hereto as **Exhibit B** and incorporated herein (“Phasing Plan”); and

WHEREAS, the Town Board of Trustees considered and approved the Phasing Plan at a regular meeting held on September 9, 2024; and

WHEREAS, the Town and Developer desire to amend the SIA to incorporate the Phasing Plan and certain additional terms as more particularly set forth herein.

AMENDMENT

NOW, THEREFORE, in consideration of these premises, the mutual obligations herein contained, it is agreed as follows:

Section I. Recitals. The foregoing recitals are true and correct and are hereby incorporated in their entireties.

Section II. Defined Terms. All capitalized terms used but not defined in this Amendment will have the meanings set forth for such terms in the SIA. All terms that are defined in this Amendment and used in any provisions that are added to the SIA pursuant

to this Amendment will have the meanings set forth for such terms in this Amendment.

Section III. Phasing

- A. The Town shall not issue any building permits for Phase 1 or Phase 2 of Red Barn Farms, Filing No. 1 until final acceptance is issued by Little Thompson Water District for completed water infrastructure improvements shown on the approved Construction Plans, including the hydrants along Weld County Road 13, the 6" water main in the private access drives, and the 12" water main in Weld County Road 13.
- B. The Town shall not issue any building permits for lots in Phase 1, as shown on the approved Phasing Plan, until the following are complete:
 - 1. The private access road shown in Phase 1 is constructed and completed in accordance with the approved Construction Plans.
 - 2. The sanitary sewer improvements are installed in accordance with the approved Construction Plans and final acceptance is issued by St. Vrain Sanitation District.
- C. The Town shall not issue any building permits for lots in Phase 2, as shown on the approved Phasing Plan, until the following are complete:
 - 1. The private access road shown in Phase 2 and the emergency access road are constructed and completed in accordance with the approved Construction Plans.

Section IV. Miscellaneous

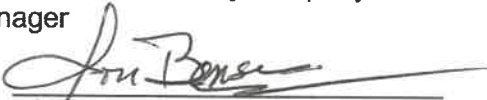
- A. Section Headings. The section headings in this Amendment are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provision of this Amendment.
- B. Recording; Benefit. This Amendment shall be recorded with the Clerk and Recorder of Weld County, Colorado and shall run with the land, subject to the terms of the SIA. Developer shall pay the associated recording fee imposed by Weld County.
- C. Additional Documents or Action. Parties agree to execute any additional documents and to take any additional action necessary to carry out this Amendment.
- D. Ratification. Except as expressly modified hereby, the SIA shall remain in full force and effect in accordance with its stated provisions, and is hereby ratified and re adopted by the parties. In the event of any conflict between the terms of this Amendment and the terms of the SIA, the terms of this Amendment shall control.
- E. Counterparts. This Amendment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement.

This Amendment shall be effective for all purposes upon execution by Developer and Mead.

DEVELOPER:

13-32 DEVELOPMENT LLC,
a Colorado limited liability company

By: 13-32 Development, LLC,
a Colorado limited liability company,
its Manager

By: 
Name: JON BENSON
Manager


Developer address: 1351 Red Ash Lane, Boulder, CO 80303

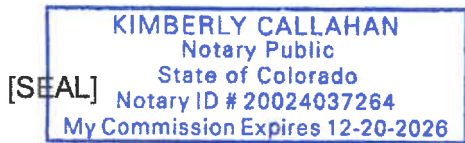
STATE OF COLORADO)
) ss.
COUNTY OF Broomfield)

The foregoing instrument was acknowledged before me this 28th day of August, 2024, by Jon Benson, as Manager of 13-32 Development, LLC, a Colorado limited liability company.

My commission expires: 12/20/2026

Witness my hand and official seal.


Notary Public, State of Colorado



TOWN OF MEAD

By: _____
Helen Migchelbrink, Town Manager, *authorized pursuant to Resolution No. _____*

Date of execution: _____, 2024

ATTEST:

REVIEWED BY:

By: _____
Town Clerk

By: _____
Town Attorney

Town address:

Town of Mead
c/o Town Manager
P.O. Box 626
Mead, CO 80542

With copy to:

Town Attorney
c/o Michow Guckenberger McAskin LLP
5299 DTC Blvd., Suite 300
Greenwood Village, CO 80111

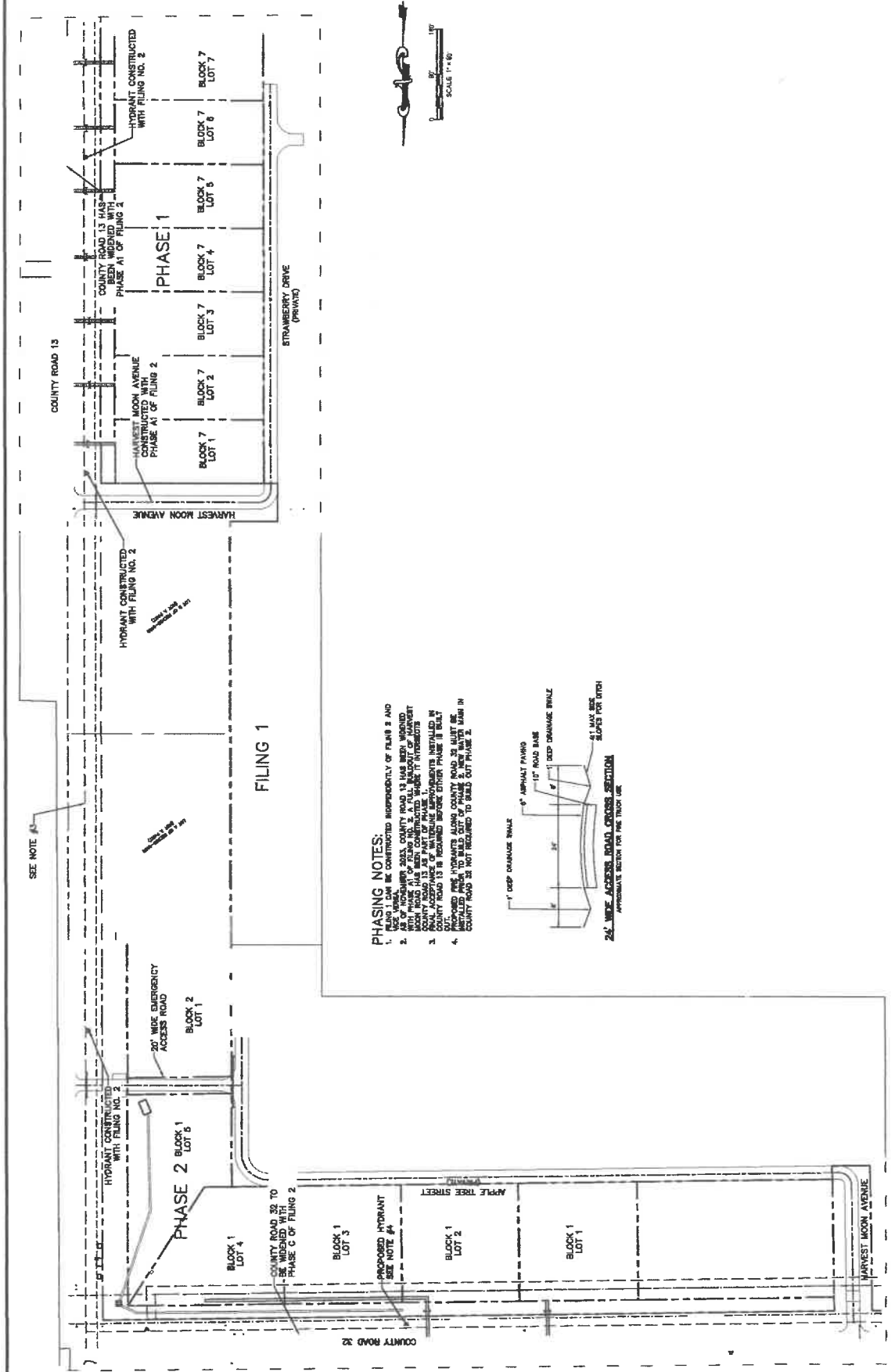
EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Red Barn Subdivision Filing No. 1, Town of Mead, State of Colorado, according to the Final Plat thereof recorded with the Weld County Clerk and Recorder on April 15, 2021 at Reception No. 4705175.

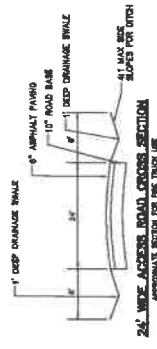
EXHIBIT B
PHASING PLAN

[Attached.]



PHASING NOTES:

1. PHASING 1 SHALL BE CONSTRUCTED INDEPENDENTLY OF PHASING 2 AND PHASING 3.
2. AS OF NOVEMBER 2023, COUNTY ROAD 13 HAS BEEN ADOPTED AS A LOCAL ROAD. THIS ROAD HAS BEEN CONSTRUCTED WITH HYDRANTS. LOCAL ADAPTATION OF WALKWAY IMPROVEMENTS INSTALLED IN COUNTY ROAD 13 IS REQUIRED BEFORE OTHER PHASING IS BUILT OUT.
3. PROPOSED FIRE HYDRANTS ALONG COUNTY ROAD 32 MUST BE CONSTRUCTED BEFORE PHASING 1 AND PHASING 2.
4. COUNTY ROAD 32 IS NOT REQUIRED TO BE BUILT OUT PHASING 1.



SEE NOTE #1

HYDRANT CONSTRUCTED WITH FILING NO. 2

HYDRANT CONSTRUCTED WITH FILING NO. 2

20' WIDE EMERGENCY ACCESS ROAD

FILING 1

COUNTY ROAD 32 TO BE REBUILT WITH PHASE C OF FILING 2

PROPOSED HYDRANT SEE NOTE #4

APPLE TREE STREET

HARVEST MOON AVENUE

COUNTY ROAD 13

HARVEST MOON AVENUE CONSTRUCTED WITH PHASE A1 OF FILING 2

HYDRANT CONSTRUCTED WITH FILING NO. 2

PHASE 1

HYDRANT CONSTRUCTED WITH FILING NO. 2

STRAWBERRY DRIVE (PRIVATE)

BLOCK 7 LOT 1

BLOCK 7 LOT 2

BLOCK 7 LOT 3

BLOCK 7 LOT 4

BLOCK 7 LOT 5

BLOCK 7 LOT 6

BLOCK 7 LOT 7

BLOCK 1 LOT 1

BLOCK 1 LOT 2

BLOCK 1 LOT 3

BLOCK 1 LOT 4

BLOCK 2 LOT 1