

**RESOLUTION NO. 10
(Series of 2018)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO APPROVING THE FIRST AMENDMENT TO AGREEMENT RELATING TO
THE ANNEXATION OF PROPERTY KNOWN AS HAYMEADOW PARCEL A, PARCEL B
AND PARCEL C ADDITIONS TO THE TOWN OF EAGLE.**

WHEREAS, on or about January 12, 1999, the Town and Developer entered into an Agreement Relating to the Annexation and Development of Property Known as the Haymeadow Parcel A, Parcel B and Parcel C Additions to the Town of Eagle, Colorado, recorded as Reception No. 692227 in the records of the Eagle County Clerk and Recorder ("Annexation Agreement"); and

WHEREAS, the Town and Developer have agreed to amend the Annexation and Development Agreement as set forth in the First Amendment to Agreement Relating to the Annexation and Development of Property Known as the Haymeadow Parcel A, Parcel B And Parcel C Additions to the Town of Eagle, Colorado, ("First Amendment") attached hereto as Exhibit A and incorporated herein by this reference.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO:

Section 1. That the First Amendment attached hereto is hereby approved.


Section 2. That the Mayor of the Town of Eagle is hereby authorized and directed to execute the First Amendment on behalf of the Town of Eagle.

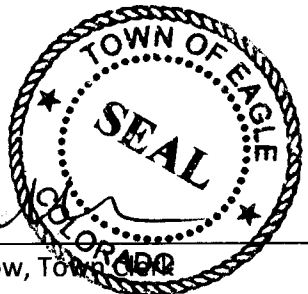
INTRODUCED, READ, PASSED AND ADOPTED by the Board of Trustees of the Town of Eagle, Colorado at a regular meeting of the Board of Trustees held on February 27, 2018.

TOWN OF EAGLE, COLORADO

By: 
Anne McKibbin, Mayor

ATTEST:


Jenny Rakow, Town Clerk



FIRST AMENDMENT TO AGREEMENT RELATING TO THE ANNEXATION AND DEVELOPMENT OF PROPERTY KNOWN AS THE HAYMEADOW PARCEL A, PARCEL B AND PARCEL C ADDITIONS TO THE TOWN OF EAGLE, COLORADO

THIS FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT ("Amendment") is made and entered into this 21 day of Feb, 2018, by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation (the "Town") whose address is P.O. Box 609, Eagle, CO 81631, and ABRIKA PROPERTIES, LLC a Florida limited liability company, ("Developer") whose address is 8250 SW 27th Avenue, Ocala, FL 34476.

RECITALS:

WHEREAS, the Town and Developer entered into an Agreement Relating to the Annexation and Development of Property Known as the Haymeadow Parcel A, Parcel B and Parcel C Additions to the Town of Eagle, Colorado on January 12, 1999, recorded as Reception No. 692227 in the records of the Eagle County Clerk and Recorder ("Annexation Agreement"); and

WHEREAS, the Town and Developer desire to amend certain Sections of the Annexation Agreement as more particularly provided herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties agree to the following amendments to the Annexation Agreement:

1. Terms. Capitalized terms in this Amendment will have the same meanings as in the Annexation Agreement. To the extent that the terms and provisions of this Amendment conflict with, modify or supplement portions of the Annexation Agreement, the terms and provisions contained in this Amendment shall govern and control the rights and obligations of the parties.
2. Construction of Municipal Water Distribution System. Section 8.3 is hereby deleted in its entirety and replaced with the following:

8.3. Construction of Municipal Water Distribution System. Developer or the Metropolitan District, at its sole expense, shall design, purchase, and install all elements of a municipal treated water distribution system (including a water storage tank) to fully service the Development as more fully set forth in this Agreement and the Development Plan, including but not limited to water mains, water storage tanks, fire hydrants, service line laterals, pipelines, and all appurtenant facilities necessary to provide treated municipal water service to the Property. This municipal water distribution system shall be constructed in accordance with all Town specifications and Uniform Non-Discriminatory Regulations and pursuant to plans that are approved by the Town prior to the commencement of construction thereof and any subsequently executed subdivision improvements agreements and shall comply with all other requirements for public improvements as set forth in this Agreement. The Town agrees to assist Developer in obtaining easements for water line locations across other property if necessary subject to Developer or Metropolitan District paying and all costs associated with the acquisition thereof. The design of these improvements shall be reviewed and approved by the Town with the applicable Subdivision Final Plat or other development permit applications. The Town has

identified a pressure zone with the Town's existing water system limits which includes the majority of old town Eagle and the lower half of Eagle Ranch as depicted in Exhibit A (the "Pressure Zone"). A portion of Neighborhood A1 of the Haymeadow Development falls within the existing Pressure Zone and can be served with existing water storage tanks. The Parties understand that it will be necessary to construct a new water storage tank and related distribution system improvements prior to the issuance of the first building permit outside of the Pressure Zone.

3. Utility Service to the Fire Station Parcel. Section 9.6 is hereby deleted in its entirety and replaced with the following:

9.6 Utility Service to the Fire Station Parcel. Upon application to the Town by the Greater Eagle Fire Protection District for a Major Development Permit for the future fire station, Developer shall construct, at its sole cost and expense, utility services to the property line of the fire station parcel. These utilities shall include: potable water, sanitary sewer, raw water irrigation, electric, telephone, cable TV, and natural gas. Developer shall ensure that all utility service lines are adequately sized so as to be capable of serving the proposed fire station.

4. Sylvan Lake Road/Meadowlark/Brush Creek Road Re-alignment and Roundabout Intersection. Section 10.3 is hereby deleted in its entirety and replaced with the following:

10.3. Sylvan Lake Road/Meadowlark/Brush Creek Road Re-alignment and Roundabout Intersection. Developer or Metropolitan District shall, at its sole cost and expense, design and construct the Sylvan Lake Road/Meadowlark/Brush Creek Road re-alignment and roundabout intersection as generally depicted in the engineering drawings submitted with the PUD Development Plan application, dated December 2013. The Town anticipates that such re-alignment and roundabout will be achieved in two phases. The first phase of construction as depicted in the Memorandum from Fox Tuttle Hernandez Transportation Group dated September 15, 2016 shall be included in the public improvements to be constructed together with the first Subdivision Final Plat improvements within the Development. The improvements shall be complete and available for use by the public prior to the issuance of the first temporary certificate of occupancy for a residence in the first approved Subdivision. The final phase of the re-alignment and roundabout shall be complete, approved by the Town Engineer and available for use by the public prior to the issuance of the first temporary certificate of occupancy of a residence in Neighborhood A2.

5. Willow Tree Corridor; Trailhead Park. Sections 14.6 and 14.7 are hereby deleted in their entirety and replaced with the following:

14.6 Willow Tree Corridor. Developer shall dedicate or convey to the Town the area known as the Willow Tree Corridor, identified as Parcel 5 on Exhibit H, for wildlife protection and open space purposes, at the time approval of the Subdivision Final Plat that borders the western boundary of the identified parcel by the Town Board.

14.7. Trailhead Park. Developer shall dedicate or convey to the Town the area known as Trailhead Park, containing 20.5 acres, more or less, identified as Parcel 6 on Exhibit

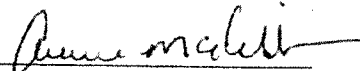
H, for public park and recreation purposes, at the time of approval of the first Subdivision Final Plat for Neighborhood A2 by the Town Board.

6. No Further Modification. Except as expressly provided in this Amendment, the Annexation Agreement is in full force and effect and unmodified.


[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

TOWN OF EAGLE, COLORADO, a municipal corporation acting by and through its Board of Trustees

By: 
Anne McKibbin, Mayor

ATTEST:


Jenny Rakow, Town Clerk



ABRIKA PROPERTIES, LLC, a Florida limited liability company.

By: 
Brandon Cohen, Vice President

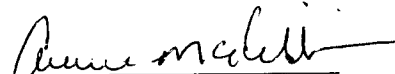
H, for public park and recreation purposes, at the time of approval of the first Subdivision Final Plat for Neighborhood A2 by the Town Board.

6. No Further Modification. Except as expressly provided in this Amendment, the Annexation Agreement is in full force and effect and unmodified.


[SIGNATURES ON THE FOLLOWING PAGE]

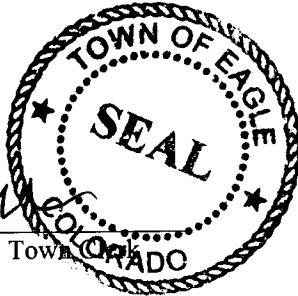
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

TOWN OF EAGLE, COLORADO, a municipal corporation acting by and through its Board of Trustees

By: 
Anne McKibbin, Mayor

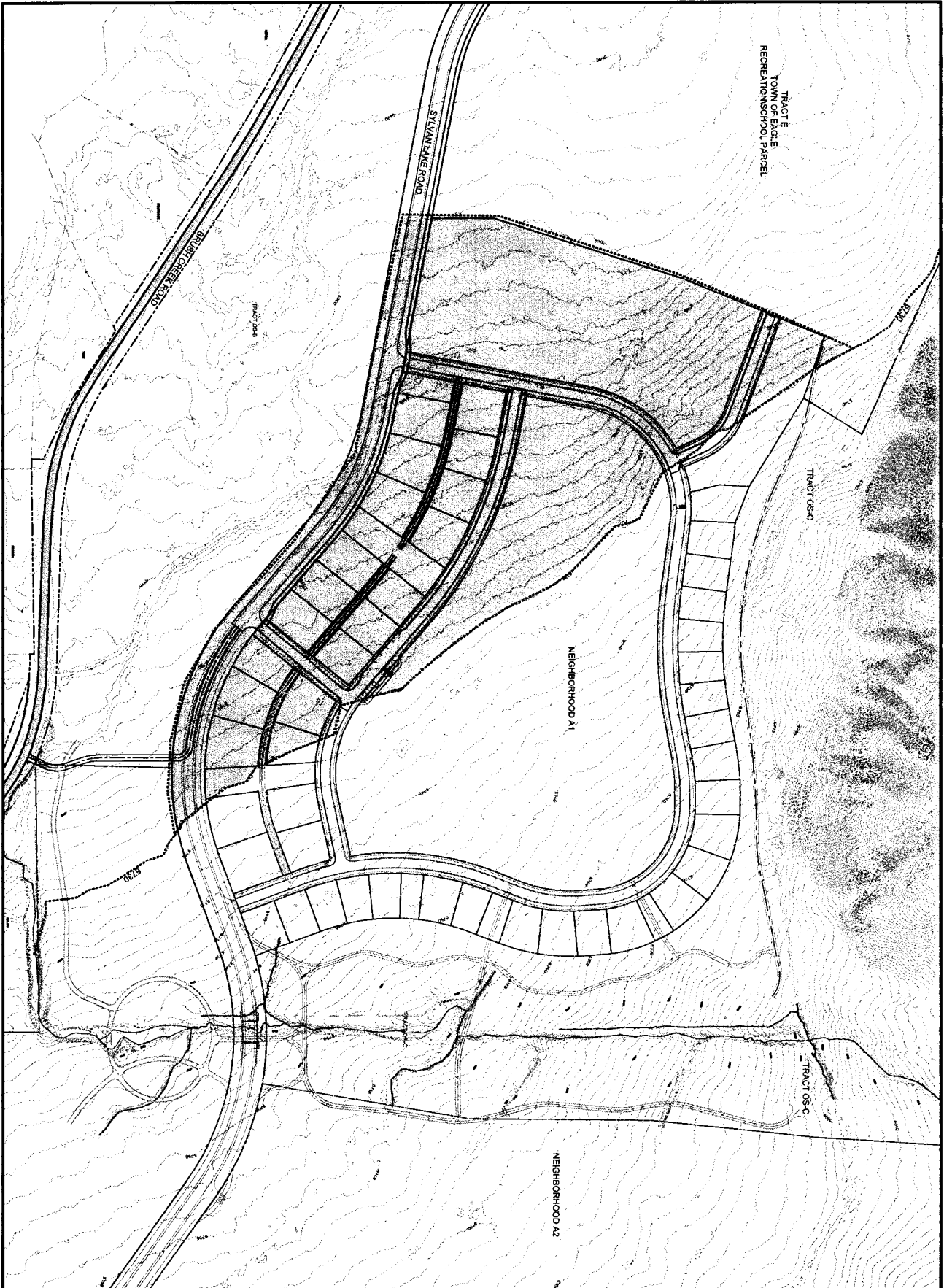
ATTEST:


Jenny Rakow, Town Clerk



ABRIKA PROPERTIES, LLC, a Florida limited liability company.

By: _____
Brandon Cohen, Vice President



TRACT E
TOWN OF ENGLE
RECREATION SCHOOL PARCEL

TRACT OS-C

TRACT OS-D

NEIGHBORHOOD A1

NEIGHBORHOOD A2

SYLVAN LAKE ROAD

GREENBERG LANE

EXHIBIT
A

DESIGNED	GR	NO.	DATE	REVISIONS	BY
DRAWN	GR				
CHECKED	GR				
JOB NO.	#1				
DATE	02/28/2014				

HAYMEADOW

PRESSURE ZONE

1" = 100'
(SEAL)

