RESOLUTION NO. 44 SERIES 2019

A RESOLUTION APPROVING A THIRD AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF VAIL AND SONNENALP PROPERTIES, INC.

WHEREAS, the Town and Sonnenalp Properties, Inc. ("Sonnenalp") entered into a Development Agreement dated October 25, 2017, recorded at Reception No. 201720427 (the "Development Agreement"), under which the Developer was permitted to develop the Property for rental employee housing;

WHEREAS, on January 16, 2018, the Town and Sonnenalp entered into an Amendment to Development Agreement, recorded at Reception No. 201804629 (the "First Amendment");

WHEREAS, on July 5, 2018, the Town and Sonnenalp entered into a Second Amendment to Development Agreement, recorded at Reception No. 201812373 (the "Second Amendment"); and

WHEREAS, the Parties wish to amend the terms of the Development Agreement again.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO THAT:

<u>Section 1.</u> The Town Council hereby approves the Third Amendment to Development Agreement in substantially the same form as attached hereto, and authorizes the Town Manager to execute the Third Amendment on behalf of the Town in a form approved by the Town Attorney.

INTRODUCED, READ APPROVED AND ADOPTED this 5th day of November 2019.

ATTEST:	Dave Chapin, Mayor	
Tammy Nagel, Town Clerk		

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the "Second Amendment") is made this _____ day of ______, 2019 (the "Effective Date"), by and among the Town of Vail, Colorado, a Colorado home rule municipality with an address of 75 South Frontage Road, Vail, Colorado 81657 (the "Town"), the Vail Local Housing Authority, a local housing authority with an address of 75 South Frontage Road, Vail, Colorado 81657 (the "VLHA"), and Sonnenalp Properties, Inc. a Colorado corporation with an address of 20 Vail Rd., Vail, CO 81657 ("Developer") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Parties entered into a Development Agreement dated October 25, 2017, recorded at Reception No. 201720427 (the "Development Agreement"), under which the Developer was permitted to develop the Property for rental employee housing;

WHEREAS, on January 16, 2018, the Parties entered into an Amendment to Development Agreement, recorded at Reception No. 201804629 (the "First Amendment");

WHEREAS, on July 5, 2018, the Parties entered into a Second Amendment to Development Agreement, recorded at Reception No. 201812373 (the "Second Amendment"); and

WHEREAS, the Parties wish to amend the terms of the Development Agreement again as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

- 1. <u>Town Contribution</u>. Section 2 of the Development Agreement is hereby amended to read as follows:
 - 2. <u>Town Contribution</u>. For completion of the Development in accordance with the Approved Plan and this Agreement, the Town shall pay Developer \$4,030,000 (the "Town Contribution"). The Town Contribution is based on a per Unit price of \$65,000 (for 62 Units). The Town Contribution does not include the 3 deed restrictions referenced in Section 5.f. hereof, which already existed on the Property. If the Approved Plan includes less than 65 Units, the Town Contribution shall automatically be reduced accordingly, on a per-Unit basis. The Town Contribution shall also be reduced by the actual amount of any grant received by Developer from any other source.

- 2. <u>Prior Deed Restrictions</u>. Section 5.f of the Development Agreement is hereby amended to read as follows
 - f. <u>Existing Deed Restrictions</u>. There are 9 existing deed restrictions on the Property. Developer shall exchange the 6 of the 9 existing deed restrictions on the Property to other locations in the Town, pursuant to the procedure set forth in the Vail Town Code, as amended. The other 3 deed restrictions have been fulfilled by the provision of the 65 Units set forth in Section 1 hereof.
- 2. The remainder of the Development Agreement, including all Exhibits, as modified by the First Amendment and the Second Amendment, shall remain unchanged and in full force and effect.

WHEREFORE, the Parties have executed this Second Amendment as of the Effective Date.

FOWN OF VAIL COLODADO

	TOWN OF VAIL, COLORADO
ATTEST:	Scott Robson, Town Manager
Tammy Nagel, Town Clerk	VAIL LOCAL HOUSING AUTHORITY
ATTEST:	Steve Lindstrom, Chair
Secretary	DEVELOPER
STATE OF	
STATE OF	
The foregoing instrument was before me this day of	s subscribed, sworn to, and acknowledged, 2019, by
My commission expires: (S E A L)	
	Notary Public