

**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:

Section 1. 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 5<sup>th</sup> day of November 2019.

\_\_\_\_\_  
Dave Chapin, Mayor

ATTEST:

\_\_\_\_\_  
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. Town Contribution. Section 2 of the Development Agreement is hereby amended to read as follows:

2. Town Contribution. 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.

