

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 46-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING THE FIRST AMENDMENT TO SUBDIVISION
IMPROVEMENT AGREEMENT BETWEEN THE TOWN OF MEAD
AND THE DEVELOPER OF THE HIGHLANDS SUBDIVISION**

WHEREAS, the Town of Mead and Highlands Mead LLC, a Colorado limited liability company (“Developer”) entered into that certain Subdivision Improvement Agreement dated September 30, 2019 and recorded in the official records of Weld County, Colorado, on November 8, 2019 at Reception No. 453952 regarding improvements to be made in The Highlands Filing No. 1 final plat (the “Agreement”); and

WHEREAS, the Agreement constitutes the subdivision improvement agreement for the final plat, as required by Sec. 16-4-130 of the *Mead Municipal Code*; and

WHEREAS, the amendments to the Agreement to are set forth in that certain First Amendment to the Agreement (the “First Amendment”), a copy of which is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

WHEREAS, the First Amendment has been executed by the Developer and is on file with the Town Clerk; and

WHEREAS, the Town Engineer and Town Manager have reviewed and approved the proposed adjustment to the Phasing Plan, as set forth and included in the First Amendment; and

WHEREAS, the Board of Trustees desires to approve the First Amendment and further desires to authorize the Town Manager to execute the First Amendment on behalf of the Town,

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The foregoing recitals and findings are incorporated herein as findings and conclusions of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the First Amendment in substantially the same form as is attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the First Amendment that do not increase the Town’s obligations; and (c) authorizes the Town Manager to execute the First Amendment on behalf of the Town.

Section 3. Following the execution of the First Amendment by the Town Manager, the Town Clerk shall cause the First Amendment to be recorded in the real property records of Weld County, Colorado.

Section 4. Effective Date. This resolution shall be effective immediately upon adoption.

Section 5. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 6. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

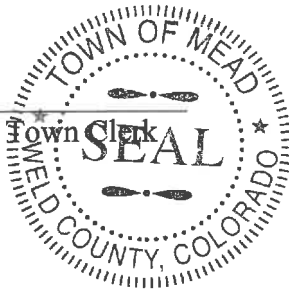
INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF APRIL, 2020.

ATTEST:

By



Mary E. Strutt, MMC, Town Clerk



TOWN OF MEAD

By



Colleen G. Whitlow, Mayor

Exhibit 1

First Amendment to Subdivision Improvement Agreement (The Highlands Filing No. 1)

**FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT
(HIGHLANDS FILING NO. 1)**

THIS FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (HIGHLANDS FILING NO. 1) (“First Amendment”) is made and entered into by and between the **TOWN OF MEAD**, a Colorado municipal corporation, whose address is P.O. Box 626, Mead, Colorado (“Mead” or “Town”) and **HIGHLANDS MEAD LLC**, a Colorado limited liability company (the “Developer”) (together, the “Parties”). This First Amendment shall be effective upon mutual execution hereof by the Parties (the “Effective Date”).

WHEREAS, the Town and Developer entered into that certain Subdivision Improvement Agreement dated September 30, 2019 and recorded in the real property records of Weld County, Colorado, on November 8, 2019 at Reception No. 4539552 (the “Agreement”); and

WHEREAS, the Agreement constitutes the subdivision improvement agreement for The Highlands Filing No. 1 Final Plat, as required by Sec. 16-4-130 of the *Mead Municipal Code*; and

WHEREAS, Section I.C. of the Agreement states that the Town and Developer shall only be authorized to approve an amendment to the Phasing Plan through a formal amendment of the Agreement; and

WHEREAS, Section I.C. further of the Agreement further provides that “[t]he Town shall not approve a Phasing Plan amendment unless it is first reviewed and approved in writing by the Town Engineer and Town Manager”; and

WHEREAS, Section XVII.L. of the Agreement requires that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, the Town Engineer and Town Manager have reviewed and approved the proposed adjustment to the Phasing Plan; and

WHEREAS, the Town Board desires to approve this First Amendment.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereto promise, covenant and agree as follows:

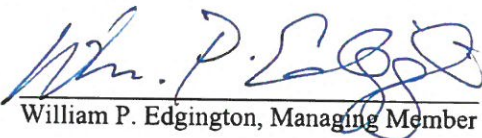
- A. **Capitalized Terms**. Capitalized terms used herein but not otherwise defined shall have the meaning given them in the Agreement.
- B. **Graphic Representation of Phasing Plan Amended**. Page 21 of the Agreement (constituting the graphic representation of the approved Phasing Plan) is hereby amended by replacing the same with **Exhibit B** consisting of one (1) page and attached to this First Amendment (“Amended Phasing Plan”). No other portion of Exhibit B (Improvements) or Exhibit B-1 (Landscaping Improvements) is altered or amended by this First Amendment.
- C. **Warranty Period**. For purposes of Section X.A of the Agreement (“Conditional Acceptance and Warranty Period”) and Section X.B. of the Agreement (“Final Acceptance”) the Parties acknowledge and agree that Phase 1A-1 and Phase 1A, as shown in the Amended Phasing Plan, shall be treated as one consolidated phase for the applicable probation and warranty periods as set forth in the Agreement.

- D. Full Force and Effect. The Agreement remains in full force and effect without any further amendments, alterations or modifications thereto except as expressly set forth in this First Amendment.
- E. Recordation. This First Amendment shall be recorded with the Weld County Clerk and Recorder, and the provisions of this First Amendment shall be binding upon and shall inure to the benefit of the beneficiaries, successors and assigns of the Parties. Recordation shall not occur prior to the Effective Date.
- F. Counterparts. This First Amendment may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date(s) set forth below, to be effective as of the Effective Date.

DEVELOPER:

HIGHLANDS MEAD LLC, a Colorado limited liability company

By: 
 William P. Edgington, Managing Member

STATE OF COLORADO)
)ss.
 COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 9th day of April, 2020, by William P. Edgington as Managing Member of HIGHLANDS MEAD, LLC, a Colorado limited liability company.

My commission expires: 3/8/2024

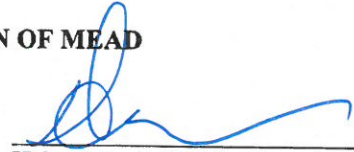
Witness my hand and official seal.


 Notary Public

JENNIFER J CHRISTOFFERSON
 Notary Public
 State of Colorado
 Notary ID # 20164009462
 My Commission Expires 03-08-2024

TOWN OF MEAD

By:



Helen Migchelbrink, Town Manager, *authorized pursuant to Resolution No. 46-R-2020*

Date of execution: April 13, 2020

ATTEST:

By:



Town Clerk



Exhibit B
(Amended Phasing Plan)

