

## **Second Amendment to Disposition and Development Agreement**

This Second Amendment to Disposition and Development Agreement (the "Second Amendment") is made and entered into as of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation (the "Town"), and Evergreen-County Line & Erie Parkway, L.L.C., an Arizona limited liability company ("Developer") (each a "Party" and collectively the "Parties").

Whereas, on October 8, 2024, the Parties entered into a Disposition and Development Agreement (the "DDA");

Whereas, the Parties amended the DDA on February 11, 2025 (the "First Amendment"); and

Whereas, the Parties wish to amend the DDA again as provided herein.

Now, therefore, in consideration of the covenants and obligations contained in this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Inspection Period. The Inspection Period in the DDA is hereby further extended to expire on August 14, 2025.

2. Approvals Period. The Approvals Period in the DDA is hereby further extended to expire on August 14, 2026.

3. Effect of Amendment. Except as expressly amended hereby, the DDA, as amended by the First Amendment, shall continue in full force and effect and unamended. In the event of any conflict or inconsistency between the DDA and this Second Amendment, the provisions of this Second Amendment shall control.

In Witness Whereof, the Parties have executed this Second Amendment as of the Effective Date.

**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:


\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Developer:**

Evergreen-County Line & Erie Parkway, L.L.C.,  
an Arizona limited liability company

By: Evergreen Development Company-2023, L.L.C.,  
an Arizona limited liability company  
Its: Manager

By: Evergreen Devco, Inc., a California corporation  
Its: Manager

By:   
Name: Tyler Carlson  
Its: CEO