

First Amendment to Disposition and Development Agreement

This First Amendment to Disposition and Development Agreement (the "First 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, the Parties entered into a Disposition and Development Agreement with an effective date of October 8, 2024 (the "DDA"); and

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

Now, therefore, in consideration of the covenants and obligations contained in this First 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 extended to expire on Friday, May 16, 2025.
2. Approvals Period. The Approvals Period in the DDA is hereby extended to expire on Monday, May 18, 2026.
3. Effect of Amendment. Except as expressly amended hereby, the DDA shall continue in full force and effect and unamended. In the event of any conflict or inconsistency between the DDA and this First Amendment, the provisions of this First Amendment shall control.

In Witness Whereof, the Parties have executed this Agreement 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