

**FIRST AMENDMENT TO CARETAKER UNIT AGREEMENT
(Muggins Gulch)**

THIS AMENDMENT TO CARETAKER UNIT AGREEMENT (the “Amendment”), shall serve as a modification that seeks to memorialize a clarification in the intended timing to trigger development of a Caretaker / Employee Unit (“CTU”) on Muggins Gulch under the terms and conditions of the Caretaker / Employee Unit Agreement, executed by the parties or their predecessors in interest hereto on May 9, 2014 at Reception Number 1055085. Said Amendment is entered into and effective as of the ____th day of _____, 2021 by and between the Board of County Commissioners of Summit County, Colorado (“County”), and Douglas and Alyssa Graham (“Owner”).

WHEREAS, in 2009, the predecessor in interest to Owner did request and receive approval from the County for a Rural Land Use Subdivision on Muggins Gulch; and

WHEREAS condition number 8 of Resolution 2009-09 recorded at Reception Number 1055078, approving the Muggins Gulch rural land use subdivision, did articulate the terms and conditions of, and call for the execution of, a caretaker/employee unit agreement (“CTU Agreement”) that specified the construction and timing of said unit; and

WHEREAS, such terms and conditions required that the Owner “apply for approval to construct the caretaker/employee unit, construct the same, and record such covenant as is required” no later than “2 years after the date on which a deed transferring title to the 4th lot is recorded,” and

WHEREAS, Condition 8 further provided that additional financial security would be required from Owner “if the caretaker/employee unit is not completed and the required covenant is not recorded by the time the deed transferring title to the 7th lot is recorded,” and

WHEREAS, said CTU Agreement, executed on May 9, 2014 and duly recorded, in accordance with the direction of condition 8 of the resolution, did call for the construction of a CTU by the sale of the 7th Lot at Muggins; and

WHEREAS, said timing presupposes the sale of individual lots to individual homeowners for the building of homes on such lot, and not the transfer of such Lots and all common areas of Muggins Gulch as a transfer of the entire development property to a subsequent Developer/Owner; and

WHEREAS, the Owners have now bought the entire Muggins Gulch subdivision, including all constituent lots, as a developer/owner and not necessarily for individual home building; and

WHEREAS Owner now seeks to adjust the Agreement to clarify that the sale of the entire development parcel – including such accordant lots, does not trigger the CTU obligations; nor does the transfer of the Property from individuals to a trust held directly by such same individuals, but rather such obligations shall be triggered by the construction of individual residences on the lots as opposed to the sale of the lots; and

WHEREAS Owner and County agree that such proposed clarification meets the intent of the original approval and appropriately preserves the timing and triggers from the original Resolution and Agreement as originally intended.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into this Amendment as an element thereof, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the County and Owner further agree as follows:

1. Modification presented.

Section A of the Agreement shall be modified as follows, with such modified language as set forth in boldface font:

A required element of the project is the construction of a caretaker/employee unit to be constructed within the caretaker UDE identified in the Plat (“herein the Caretaker Unit”). Per condition 8 of the Resolution, prior to receipt of a certificate of occupancy for the construction of the 4th unit within the subdivision, the Owner shall obtain a certificate of occupancy and record such covenant as is required by Summit County for a caretaker unit, with at a minimum the inclusion of the additional restriction in the language of said covenant that at least one individual occupying the unit will work in Summit County an average of at least 30 hours per week (“the Covenant”).

Should the Caretaker Unit not be completed and the Covenant restricting its use not be recorded by the time a building permit is submitted for the construction of the seventh unit within the subdivision, security sufficient to insure completion of the Caretaker Unit and the recording of the Covenant shall be provided to the County prior to issuance of the building permit for the 7th unit.

2. Covenant Required. The form of the required covenant restricting the use of the Caretaker Unit shall be in general accordance with that which is attached hereto as Exhibit A, unless otherwise agreed to by Owner and County.
3. Consistency and conformity with existing Agreement. This Amendment is intended to be, and shall be interpreted as, in pari materia and fundamentally consistent with the original CTU Agreement. No inconsistency between said documents shall be inferred or implied, unless expressly set forth herein under paragraph 1 herein. To the extent that there is any unavoidable inconsistency between such Agreement and Amendment, this Amendment shall control, only for such limited purposes.
4. Change Order Limited. This Amendment is limited specifically to effectuating a change order for the clarification of what type of transfer of Lots trigger the CTU obligation. The nature of all other obligations, including the scope and extent of thereof as set forth in the original CTU Agreement, shall not be altered, modified, or diluted by means of these additional responsibilities.
5. Ongoing effect. This Amendment shall remain in place for the duration of the CTU Agreement with the County and Owner, unless and until any such terms as set forth in this Amendment are expressly altered by the parties hereto in subsequent writing executed by both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign and thereby ratify this **AMENDMENT TO CARETAKER UNIT AGREEMENT**, ratified as of the date first written above.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW.

By: _____
Douglas C. Graham

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021 by Douglas C. Graham.

Witness by hand and official seal.

Notary Public
My commission expires: _____

By: _____
Alyssa Graham

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021 by Alyssa Graham.

Witness by hand and official seal.

Notary Public
My commission expires: _____

By: _____
_____, Chair,
Summit County Board of County Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021 by _____, as Chair of the Summit County Board of County Commissioners.

Witness by hand and official seal.

Notary Public

My commission expires:_____