

draft

OMNIBUS DEVELOPMENT AGREEMENT

THIS OMNIBUS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into as of the ____ day of September, 2021 by and among the Town of Granby, a Colorado municipal corporation (the “**Town**”) GRCO LLC, a Missouri limited liability company (“**GRCO**”) and GR TERRA LLC (“**GR Terra**” and together with GRCO, the “**Owner**”).

RECITALS:

A. The Owner is the fee simple owner of certain real property described on Exhibit A attached hereto and incorporated by reference herein, together with all improvements and all rights, easements, servitudes and privileges appurtenant thereto, including, without limitation, all rights of reversion or otherwise in the abutting streets, alleys, and highways (hereinafter referred to collectively as the “**Property**”).

B. The Town previously entered into that certain Annexation and Development Agreement SolVista Property with SolVista Corp. dated March 5, 2003 as amended by that certain First Amendment to Annexation and Development Agreement SolVista Property dated April 14, 2009 and that certain Second Amendment to Annexation and Development Agreement SolVista Property dated November 15, 2012 (the “**Annexation Agreement**”) related to the development of the Property.

C. As fee simple owner of the Property, Owner is a “Developer” under the Annexation Agreement with respect to the Property.

D. The Town previously approved that certain Planned Development Overlay District Preliminary Plan for SolVista Golf & Ski Ranch recorded in the records of Grand County, Colorado on March 6, 2003 at 2003-002998 (as subsequently amended, the “**PDOD**”)

E. The Owner desires to develop the Property into residential, commercial and resort uses and to make improvements to the existing infrastructure on the Property.

F. The Town and the Owner desire to amend certain agreements and provisions related to the Property to further the development of the Property.

NOW THEREFORE, as an exercise of the Town’s statutory authority and in consideration of the sum of One Dollar (\$1.00), the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. Street Repairs.

1.1 Owner shall begin the repair and/or reconstruction of the roads as depicted on the Maximum Services, Inc. proposal attached hereto as Exhibit B (the

“**Road Work**”) on or before June 30, 2022 and shall complete the Road Work on or before June 30, 2023, subject to Force Majeure. For purposes of this Agreement, “Force Majeure” shall refer to events including, but not limited to, pandemic, inclement weather or other natural conditions beyond Owner’s control, permit and approval delays, and shortages of materials and labor. The Town agrees to cooperate with Owner in the completion of the Road Work, including timely review, processing, issuance and approval of all plans, permits and inspections, and to coordinate work with Headwaters Metropolitan District (“**Headwaters**”), utility companies and other governmental bodies.

1.2 Upon completion of the Road Work, Owner shall submit a “**Request for Acceptance**”, including a “**Certification of Completion**”, “**Certificate of Payment**”, “as built” drawings of the Road Work and certified cost estimates of the Road Work to the Town. The Certification of Completion shall be submitted upon written oath or affirmation of the Owner’s engineer that the Road Work has been completed in substantial compliance with this Agreement and other applicable Town code and building requirements, as in effect on the date of this Agreement. The Certificate of Payment shall be submitted upon written oath or affirmation of the Owner that the Road Work has been fully paid for and Owner has fully paid all persons or entities having furnished labor or materials for the design, construction and installation of such Road Work. The Town, however, shall not be deemed to have accepted any payment responsibility or liability in conjunction with the ascertainment of such payment. The Town shall inspect the Road Work within ten (10) working days of the Town’s receipt of the Owner’s Request for Acceptance, unless unable to do so due to inclement weather or other natural conditions or conditions beyond the Town’s control (each such period being referred to herein as an “**Acceptance Inspection Period**”). The Road Work shall be deemed accepted by the Town unless, within ten (10) working days of the expiration of the Acceptance Inspection Period, the Town furnishes Owner with specific written objections to the status of the completed Road Work. In the event that the Town, within ten (10) working days following the expiration of the Acceptance Inspection Period, provides Owner with specific written objections to the status of the completed Road Work, Owner shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Request for Acceptance, including a new Road Work of Completion, Certificate of Payment, “as built” drawings of the completed Improvements and certified cost estimates of the completed Road Work. Upon a finding of satisfactory completion of the Road Work in compliance herewith and all applicable ordinances and standards of the Town, the Town shall issue a “**Certificate of Acceptance**” to Owner for the Improvements. Following the Town’s issuance of the Certificate of Acceptance, the Owner shall have no further obligations or liabilities with respect to such Road Work.

1.3 The Town and Owner agree that Owner shall not be responsible for any costs whatsoever incurred by the Town related to the Road Work or the Town’s review and acceptance of the same.

1.4 Notwithstanding any provision of any subdivision improvement agreements between the Town and Granby Realty Holdings LLC (“**GRH**”) related to the Property (each, a “**GRH Subdivision Improvement Agreement**” and, collectively, the “**GRH Subdivision Improvement Agreements**”) or any other law to the contrary, the

Town acknowledges and agrees that Owner shall not be required to provide any warranty bonds, letters of credit or any similar guaranty with respect to the Road Work.

1.5 The Town, as beneficiary of certain bonds issued by International Fidelity Insurance Company (“**IFIC**”), shall pay one half of the \$190,000 settlement funds received from IFIC to Owner upon the Town’s issuance of the Certificate of Acceptance of MSI Repair #1 with respect to Filing 3 Lower and Upper Ranch View and the remaining half of the \$190,000 settlement funds upon completion of MSI Repair #1 with respect to Granby Ranch Filing 6 & 8 Kiowa, Lone Eagle and Eagle’s Nest, each as shown on Exhibit B.

1.6 The Town shall cooperate, diligently pursue, and work at its sole cost and expense with Owner and Headwaters to pursue proceeds for IFIC Bond No. DVIFSU0460032 (Filing 11 Shoshoni), IFIC Bond No. DVIFSU0460220 (Filing 6 Pawnee) and IFIC Bond No. DVIFSU0489979 (Filing 6 Thunderbolt), which proceeds are anticipated to be \$492,809.68, for MSI Repair #3 as shown on Exhibit B. Upon the Town’s issuance of the Certificate of Acceptance and receipt of the settlement proceeds, the Town will pay any and all funds received from such bonds to Owner. The Town acknowledges and agrees that in the event the Road Work is completed prior to Town’s receipt of the settlement proceeds, Owner shall have the right to continue to pursue such proceeds and the Town shall work with Owner to obtain the same.

1.7 The Town shall cooperate, diligently pursue, and work at its sole cost and expense with Owner and Headwaters to pursue Westchester Fire Insurance Company (“**WFIC**”) Bond No. K07470927 and WFIC Bond No. K074701555, which proceeds are anticipated to be \$1,085,501.70 for MSI Repairs # 4, #5 and #6 (Granby Ranch Filing 10 Cirrus, Nimbus and Stratus) as shown on Exhibit B. Upon the Town’s issuance of the Certificate of Acceptance and receipt of the settlement proceeds, the Town will transfer and pay any and all funds received from such bonds to Owner. The Town acknowledges and agrees that in the event the Road Work is completed prior to Town’s receipt of the settlement proceeds, Owner shall have the right to continue to pursue such proceeds and the Town shall work with Owner to obtain the same.

1.8 The Town agrees to allow Owner to store and use any overburden from the Road Work to expand the parking lot located near the Base Camp in Granby Ranch Filing ___ as shown on the attached Exhibit C.

1.9 Notwithstanding anything contained herein to the contrary, in the event the Town fails to perform any of its obligations under this Agreement, neither Owner nor Headwaters shall be required to complete the Road Work.

1.10 Except as otherwise expressly provided in this Agreement, the Town agrees that Owner shall not be liable for any additional road repairs, improvements, construction or reconstruction, or any other improvements or obligations related to the Property as may be required by, through or under the GRH Subdivision Improvement Agreements, and the Town hereby fully and forever waives and releases Owner from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including

reasonable attorneys' fees), whether known now or in the future, which are related to, arise out of, or are in any way connected with the same.

1.11 The Town agrees that, simultaneously with the approval of this Agreement by the Town Board of Trustees, the Town shall pass a resolution repealing that certain Town of Granby Board of Trustees Resolution 2020-05-26 recorded July 8, 2020 at Reception No. 2020005338 (the "**Original Roadway Resolution**"), which resolution shall be in substantially the same form as Exhibit D attached hereto (the "**New Roadway Resolution**") and shall be executed simultaneously with this Agreement and, except as otherwise expressly provided by this Agreement, the Town will take any and all other actions as may be necessary to repeal or remove any other existing sales restrictions imposed by the Town with the respect to included lots owned by Owner in Granby Ranch Filings 6, 8 and 10.

2. Granby Ranch Filing 13.

2.1 The Town acknowledges that Owner intends to begin development of Granby Ranch Filing 13 ("**Filing 13**") prior to December 31, 2022. In furtherance of such development, Owner is re-platting Filing 13 to consist of approximately ___ residential units, to be constructed in ___ phases within five (5) years of the date of this Agreement, subject to Force Majeure, and as shown on the attached Exhibit F (the "**Updated Filing 13 Plat**"). The Town agrees to diligently pursue and process the Updated Filing 13 Plat.

2.2 Owner and the Town agree to negotiate in good faith and enter into an amended and restated or new subdivision improvement agreement related to Filing 13 (the "**Filing 13 SIA**"), which shall be in substantially the form attached hereto as Exhibit G and shall be executed simultaneously with the approval of the Updated Filing 13 Plat.

2.3 The Town agrees to place on the Planning and Zoning Commission's agenda a new or amended Final Plan (as defined in the Annexation Agreement) related to Filing 13 consistent with Owner's plat as provided in Section 2.1, with a density of up to a total of ___ residential units, allowing for construction of such units in four to five phases and allowing Mountain Contemporary housing and providing for any further amendments consistent with Owner's development plans.

2.4 The Town agrees to provide for outdoor irrigation to the development of Filing 13 through its municipal system, subject to the limitations set forth in that certain Water Rights Agreement dated July 24, 2007 between the Town and GRCO (pursuant to that certain Assignment and Assumption of Water Rights Agreement dated May 5, 2021 between Owner and GP Granby Holdings, LLC ("**GPGH**")) (the "**Town Water Agreement**"). Notwithstanding the foregoing, the Town agrees that Owner shall not be required to convey any additional acre feet of consumptive use credits decreed in W-1881.

2.5 The Town agrees to allow Owner to store and use any overburden from the development of Filing 13 at Owner's discretion, provided however, such overburden shall be stored only within the _____ area of the Property.

3. Granby Ranch Filing 8 (Lots 38-64 and 68-74).

3.1 The Town acknowledges that Owner intends to begin developing thirty-four (34) lots in Granby Ranch Filing 8 (Lots 38-64 and 68-74) (“**Filing 8**”) prior to December 31, 2022, subject to Force Majeure, to be constructed in three phases within four (4) years of the date of this Agreement, subject to Force Majeure.

3.2 Owner and the Town agree to enter into an amended and restated or new subdivision improvement agreement related to Eisenhower Camp (the “**Filing 8 SIA**”), which shall be in substantially the form as Exhibit H attached hereto, and shall be executed simultaneously with this Agreement.

3.3 The Town agrees to place on the Planning and Zoning Commission’s agenda a new or amended Final Plan related to Filing 8 consistent with Owner’s development plans as provided in the Filing 8 SIA, allowing for construction of such units in three phases, allowing Mountain Contemporary housing, removing the requirement for construction of a water tower, and providing for any further amendments consistent with Owner’s development plans.

3.4 The Town agrees to provide for outdoor irrigation to the development of Filing 13 through its municipal system, subject to the limitations set forth in the “**Town Water Agreement**”. Notwithstanding the foregoing, the Town agrees that Owner shall not be required to convey any additional acre feet of consumptive use credits decreed in W-1881.

3.5 The Town agrees to allow Owner to store and use any overburden from the development of Filing 8 at Owner’s discretion, provided however, such overburden shall be stored only within the _____ area of the Property.

4. Future Filings

4.1 The Town agrees to diligently and timely review, process and approve Subdivision Improvement Agreements for Owner’s future developments on the Property in accordance with the Annexation Agreement and the PDOD, each such Subdivision Improvement Agreement to be in substantially the same form as Exhibit E attached hereto.

5. Annexation Agreement.

5.1 The Town hereby confirms and ratifies that the Annexation Agreement remains in full force and effect with respect to the Property and has not been terminated with respect to the Property and that Owner, as fee simple owner of the Property, is a Developer under and as defined in the Annexation Agreement and is therefore entitled to all rights of a developer under the same. The Town further acknowledges and agrees that (i) in no event shall Owner be liable for any property other than the Property, (ii) Owner shall not be liable for any other property owner or developer’s obligations under the Annexation Agreement, and (iii) presently there exists no default under the Annexation Agreement with respect to the Property for which Owner is liable.

5.2 The Town hereby acknowledges and agrees that as of the date of this Agreement, the prior Developer under the Annexation Agreement satisfied the requirements of Sections 8(1)(2), (8)(1)(5), Section 9, and Sections 14(a)-(d) of the Annexation Agreement with respect to the Property and the Town hereby releases and forever discharges Owner of any liability or obligations and waives any rights or remedies under the same.

5.3 Notwithstanding anything contained in the Annexation Agreement or any other Agreement to the contrary, the Town hereby acknowledges and agrees that Owner shall allow ISDS septic systems and wells on the Westridge Lots as shown on the Phase 1 Westridge Subdivision Plat recorded May 19, 1983 in the Grand County Records at Reception No. 203775 (“**Westridge Lots**”), Proposed West Glen located in Planning Area 9 in the “North Parcel” of the Property, containing approximately 24.20 of undeveloped “Development Lands” (the “**Proposed West Glen Lots**”), the Val Moritz Lots owned by GRCO as shown on the Val Moritz Village (First Filing) Subdivision Plat Recorded in the Grand County Records at Reception No. 117337, as amended by that certain First Administrative Plat Amendment to Val Moritz Village (First Filing) recorded in the Grand County Records on December 31, 2008 at Reception No. 2008012054 (“**Val Moritz Lots**”), and all intervening acreage.

5.4 Notwithstanding anything contained in the Annexation Agreement, the PDOD, or any other Agreement to the contrary, the Town hereby acknowledges and agrees that the minimum lot sizes of the Westridge Lots shall be ½ acre, the Proposed West Glen lots and the intervening land, and the minimum lot sizes of the Val Moritz lots shall be ¾ acre.

5.5 The Town hereby acknowledges and agrees that Owner is the current holder of and is entitled to all of the benefits of any and all vested rights related to the Property pursuant to Section 6 of the Annexation Agreement.

6. Planned Development Overlay District Preliminary Plan Amendments.

6.1 The Town agrees to pass an amendment to the PDOD within ___ days of this Agreement in accordance with the following:

6.1.1 Section 1.03 shall be amended to Owner to increase the amount of specified residential units for any Planning Area by up to 20% without requiring any amendment to the Preliminary Plan so long the maximum number of 4239 residential units is not exceeded.

6.1.2 Section 1.03 shall be deleted in its entirety and replaced with the following:

The maximum number of residential units and/or non-residential square footage allowed in any Planning Area may be increased by GRCO by up to ten percent (10%) of the amount specified for such Planning Area in Section 1.01 above, without requiring any amendment to this Preliminary Plan, provided that there is a corresponding decrease in the maximum

number of residential units and/or square footage of permitted non-residential development in one or more of the other Planning Areas, so that the maximum number of 4,239 residential units and 1,310,000 square feet of non-residential development for the entire Property is not exceeded; provided, however, that (i) GRCO may transfer up to 90,000 square feet of non-residential density from Planning Area 7 to Planning Area 1 without requiring any amendment to this Preliminary Plan and (ii) GRCO may increase the amount of non-residential square footage by over ten percent (10%) in Planning Area 10, Planning Area 11 or Planning Area 12 without requiring any amendment to this Preliminary Plan, provided that there is a corresponding decrease in the square footage of permitted non-residential development in one or more of the other Planning Areas, so that the maximum amount of 1,310,000 square feet of non-residential development for the entire Property is not exceeded. If such change is made, GRCO shall submit to the Town Manager or his designee a revised GRCO Planning Areas Map, with a revised Planning Area Densities Chart indicating which Planning Area(s) have increased in number of residential units and/or amount of non-residential square footage and which Planning Area(s) have decreased in number of residential units and/or amount of non-residential square footage. The Town Manager or his designee shall cause such revised Planning Areas Map and revised Planning Area Densities Chart to be recorded promptly in the real property records of Grand County, Colorado.

6.1.3 Section 1.02 shall be amended to allow Owner to increase and/or decrease the total acreage of any Planning Area (as defined in the PDOD) by up to 20% without requiring any amendment to the Preliminary Plan.

6.1.4 Section 2.06 shall be amended to allow ISDS septic systems on the Westridge Subdivision Lots, the Proposed West Glen Lots, the Val Moritz Lots and all intervening acreage.

6.1.5 Section 2.06 shall be amended to provide for minimum lot sizes of the ½ acre for the Westridge Lots, the Proposed West Glen Lots and the intervening land, and ¾ acre for the Val Moritz Lots.

6.1.6 Section 2.08 shall be amended to allow for the operation of a concrete batch plant on Quarry Hill, such concrete to be sold and consumed both inside and outside the Property. The Town acknowledges and agrees that the existing sand and gravel operations and the concrete batch plant shall be permitted through June 11, 2028 and no conditional use permit or further action of the Town shall be required.

6.2 The Town hereby confirms and ratifies that the PDOD remains in full force and effect with respect to the Property and has not been terminated with respect to the Property. The Town further acknowledges and agrees that (i) in no event shall Owner be liable for any property other than the Property, (ii) Owner shall not be liable for any

other property owner or developer's obligations under the PDOD, and (iii) presently there exists no default under the PDOD with respect to the Property for which Owner is liable.

7. Quarry Hill. In furtherance of Owner's operations at Quarry Hill, Owner agrees to construct the road as shown on the attached Exhibit I no later than _____.

8. Outdoor Irrigation. Owner and the Town hereby amend the Town Water Agreement such that Section 3 of the Water Agreement is hereby deleted in its entirety and the Town shall provide outdoor irrigation for future developments of the Property through its municipal system in the amounts set forth in Section 1 of the Town Water Agreement without Owner's conveyance of any additional acre feet of consumptive use credits decreed in W-1881.

9. Hunting. The Town hereby agrees that Owner shall have the right to enact policies and rules in all undeveloped areas of the Property allowing the discharge and use of firearms and use of bows and arrows by persons for the purpose of hunting, provided however such activities shall only be permitted with the written permission of Owner.

10. Issuance of Metropolitan District Bonds. The Town agrees and acknowledges that Granby Ranch Metropolitan Districts Nos. 2-8 ("**GRMD 2-8**") is authorized to issue \$94,250,000 total aggregate debt amongst all seven metropolitan districts for Public Improvements (as defined in the Consolidated Service Plan for the Districts dated September 25, 2007, as amended by the First Amendment to Consolidated Service Plan for the Districts dated November 8, 2016) and \$19,500,000 total aggregate debt plus 4% annual inflation for amenities (each exclusive of any debt issued now or in the future by Granby Ranch Metropolitan District).

11. Release. The Town hereby fully and forever waives and releases Owner and its affiliates, including, but not limited to, GR Operations LLC and Swiss LLC from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees), whether known or unknown, now or in the future, which are related to, arise out of, or are in any way connected with a default or claim of default by any prior developer or predecessor of Owner under any of the GRH Subdivision Improvement Agreements, the PDOD, the Annexation Agreement and any other agreements between the Town and GRH or GPGH as predecessor of Owner and that Owner was not an original party and signatory to.

12. Remedies & Attorneys' Fees. The parties to this Agreement may either in law or equity, by suit, action, mandamus or other proceedings in court enforce and compel performance of this Agreement and shall be entitled to seek damages for the other's breach. The prevailing party in any legal proceeding brought to enforce this Agreement shall be entitled to recover its reasonable costs and attorneys' fees.

13. Severability. In the event any part or portion of this Agreement is held partially or wholly invalid or unenforceable by a court of competent jurisdiction, the parties shall make diligent and good-faith efforts to remedy and cure any such defect and shall take such actions as are reasonably necessary to provide the parties with all of the material benefits of the terms of this Agreement.

14. Continuity of Obligations. Except as otherwise herein provided, this Agreement shall be binding on the parties, their respective successors and assigns, and shall be deemed to constitute a covenant running with the land.

15. Covenants. The Town and the Owner covenant with each other that each has the lawful authority to execute and deliver this Agreement, that this Agreement constitutes the legal, valid, and binding obligation of the Town and the Owner, enforceable in accordance with its terms. The Town has not taken and will not take any action which might prevent Owner from deriving all of the material benefits of any of the terms of this Agreement. The Town further agrees not to solicit, procure, or assist any person in any third-party claim challenging the validity of this Agreement, the Annexation Agreement or the PDOD, or against the Owner or the Town arising directly or indirectly out of any of the transactions set forth or described in this Agreement. In the event the validity or legality of any of the terms or provisions of this Agreement are challenged by a third party, the Town agrees, unless prohibited by court order, to continue to timely process and issue all display plats, record plats, grading plans, improvement plans, and other plans and permits required for development of the Property in accordance with the terms of this Agreement and Town ordinances.

16. Notices. All notices, requests and demands shall be in writing and shall be delivered personally or made by registered mail, return receipt requested, as follows:

a. If to the Town:

Town of Granby, Colorado
c/o Town Clerk
PO Box 440
Granby, Colorado 80446

With a copy to:

Krob Law Office, LLC
8400 E. Prentice Ave., Penthouse
Greenwood Village, Colorado 80111
Attention: Nathan Krob
nathan@kroblaw.com

b. If to the Owner:

GRCO LLC
P.O. Box 179173
St. Louis, Missouri 63117-9173
Attention: Robert B. Glarner, Jr.
bob@glarnerstl.com

With a copy to:

Husch Blackwell LLP

190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: David G. Richardson
David.Richardson@huschblackwell.com

and/or to such other addresses or addressees as the parties shall hereafter designate in writing to the other.

17. Time of the Essence; Mutual Assistance and Cooperation. Time is of the essence with respect to all obligations under this Agreement. The parties agree to take such actions, including the adoption of ordinances and resolutions, and the execution and delivery of such documents, instruments, petitions, and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent. Further, Town City agrees that the Town shall not unreasonably withhold or delay any Town action required to carry out the terms, provisions and intent of this Agreement, but this Agreement shall not obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement; provided further, notwithstanding the execution of this Agreement by the Town, this Agreement shall not be effective nor binding on the Town until authorized by an Ordinance of the Town duly passed and adopted by the Town Board of Trustees and approved by the Mayor.

18. Miscellaneous.

18.1 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Colorado for all purposes and intents.

18.2 Entire Agreement; Savings Clause; Headings. The parties agree that this Agreement constitutes the entire agreement among the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties. The headings contained in this Agreement are for purposes of convenience only and shall not be deemed to affect the meaning or construction of any of the provisions of this Agreement.

18.3 Counterparts. This agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument. A photocopy or pdf of this Agreement may be used in lieu of an original in any action or proceeding brought to enforce or construe this Agreement.

18.4 Effectiveness. This Agreement shall become effective as of the date first written above upon full execution by both the Town and Owner. Signatures may be transmitted by email, fax or other electronic means such as DocuSign, and may be executed in separate parts, and when taken together, shall be considered as one and the same originals.

18.5 No Third-Party Beneficiaries. The parties agree that there are no intended third-party beneficiaries to this Agreement and no person except the Town, GRCO or GR Terra and their successors and assigns may seek any remedy related to the performance or nonperformance of this Agreement.

18.6 Assignment. Owner may at any time freely assign this Agreement or any of its rights hereunder without the consent of Town.

18.7 Waiver & Amendment. No provision hereof can be waived unless in writing by either party. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by the Town and Owner.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

GRCO LLC, a Missouri limited liability company

By: Swiss LLC, its Manager

By: _____
Robert B. Glarner, Jr., Manager

STATE OF MISSOURI)
) ss.
_____)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2021, by Robert B. Glarner, Jr., Manager of Swiss LLC, Manager of GRCO LLC, a Missouri limited liability company.

Witness my hand and official seal.

Notary Public
My commission expires: _____

GR Terra LLC, a Missouri limited liability company

By: Swiss LLC, its Manager

By: _____
Robert B. Glarner, Jr., Manager

STATE OF MISSOURI)
) ss.
_____)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2021, by Robert B. Glarner, Jr., Manager of Swiss LLC, Manager of GR Terra LLC, a Missouri limited liability company.

Witness my hand and official seal.

Notary Public
My commission expires: _____

Town of Granby, Colorado

By: _____
Joshua Hardy, Mayor

ATTEST:

Deborah K. Hess, CMC, Town Clerk

EXHIBIT A

Property Description

EXHIBIT B

Road Work

EXHIBIT C

Location of Lodge Parking Lot

EXHIBIT D

New Roadway Resolution

EXHIBIT E

Form of SIA

EXHIBIT F

Filing 13 Plat

EXHIBIT G

Filing 13 SIA

EXHIBIT H

Filing 8 SIA

EXHIBIT I

Quarry Hill Road