

## AMENDMENT TO CHAMONIX VAIL PURCHASE AGREEMENT

This AMENDMENT TO CHAMONIX VAIL PURCHASE AGREEMENT (the "Amendment") is made this 15<sup>th</sup> day of January, 2018 (the "Effective Date"), by and between the Town of Vail, a Colorado home rule municipality (the "Town"), and \_\_\_\_\_, an individual or individuals (collectively "Buyer") (each individually a "Party" and collectively the "Parties").

WHEREAS, on \_\_\_\_\_, 2017, the Parties entered into a Chamonix Vail Purchase Agreement (the "Agreement"); and

WHEREAS, the Parties wish to amend the address and legal description of the real property being purchased under the Agreement, as well as the purchase price and certain deadlines as set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. The definition of "Unit" in Section 1 of the Agreement is hereby amended from Unit \_\_\_\_, 2310 Chamonix Road, Parcel B, Resubdivision of Tract D, Vail Das Schone Filing 1, Town of Vail, Colorado to Unit \_\_\_\_, Chamonix Vail Community, Town of Vail, Colorado (with an address of \_\_\_\_ Chamonix Road, Vail, Colorado).
2. The address and legal description of the Unit set forth in Section 1 of the form of Deed Restriction attached as Exhibit C to the Agreement shall be amended in the same manner as indicated above, and the final Deed Restriction to be executed at closing shall include the amended address.
3. The Purchase Price in Section 2 of the Agreement is hereby amended to \$\_\_\_\_\_. The Earnest Money Deposit in Section 2.a. of the Agreement shall remain in the amount stated in the Agreement, notwithstanding the change in the Purchase Price and notwithstanding the fact that the percentages stated in Section 2.a. of the Agreement will no longer be accurate based on the new Purchase Price.
4. The date of Completion in Section 3.f. of the Agreement is hereby amended to \_\_\_\_\_, 2018.
5. The Termination Date in Section 3.f. of the Agreement is hereby amended to \_\_\_\_\_, 2018.
6. The remainder of the Agreement, including all Exhibits, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

**TOWN OF VAIL, COLORADO**

\_\_\_\_\_  
Greg Clifton, Town Manager

ATTEST:

\_\_\_\_\_  
Patty McKenny, Town Clerk

**BUYER**

By: \_\_\_\_\_

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF EAGLE         )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 15<sup>th</sup> day of January, 2018, by \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

**BUYER**

By: \_\_\_\_\_

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF EAGLE         )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 15<sup>th</sup> day of January, 2018, by \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public