

**AGREEMENT TO AMEND CONDITIONS OF INCLUSION
OF ROOSEVELT RIDGE**

THIS AGREEMENT is made and entered into this ____ day of October, 2020, by and between the TIMBERLINE FIRE PROTECTION DISTRICT, a quasi-municipal corporation of the State of Colorado (“District”) the ROOSEVELT RIDGE HOMEOWNERS ASSOCIATION, a non-profit corporation of the State of Colorado (“HOA”) and ANDREW BRAMANTE and SHARON BRAMANTE (“Bramantes”) (District, HOA and Bramantes hereinafter being referred to jointly as “Parties”).

WITNESSETH

WHEREAS, the District is organized and operates pursuant to the provisions of Article 1, Title 32, C.R.S., to provide fire protection, emergency medical, rescue or hazardous materials services within its jurisdictional boundaries, located within Gilpin and Boulder Counties, Colorado; and

WHEREAS, by Order of Inclusion of Real Property issued by the Gilpin County District Court on February 8, 2006, and recorded in the records of the Gilpin County Clerk and Recorder at Reception No. 129088 on February 21, 2006 (“Court Order”), the real property described on Exhibit A attached herein and incorporated herein by this reference (“Property”) was included within the jurisdictional boundaries of the Colorado Sierra Fire Protection District; and

WHEREAS, the Colorado Sierra Fire Protection District is now known as the Timberline Fire Protection District; and

WHEREAS, the Bramantes are the owners of Lot 23, Roosevelt Ridge Rural Development Exemption Phase I, Gilpin County, Colorado, also known as 5 Roosevelt Ridge Road, Black Hawk, Colorado, and described as Account No. R114695 and Parcel No. 171118200030, located within the boundaries of the Property; and

WHEREAS, the HOA is the homeowners association for the Property, except for the above-described parcel owned by the Bramantes, and the parcel described on Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, the property identified on Exhibit B attached hereto is not part of, and is specifically excluded from, the terms and conditions of this Agreement; and

WHEREAS, the Court Order provided for certain conditions of inclusion of the Property into the District; and

WHEREAS, as a result of unforeseen circumstances, the conditions of inclusion as set forth in the Court Order were not able to be satisfied; and

WHEREAS, the Parties now desire to amend such conditions of inclusion for the benefit of the District, HOA, Bramantes, property owners and any residents of the Property.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises set forth hereinafter, the Parties agree as follows:

1. The District agrees to not enforce and specifically waives the conditions of inclusion set forth in the Court Order if the HOA and the Bramantes comply with the amended conditions set forth in this Agreement.

2. The District agrees to release the HOA and the Bramantes from the requirement of complying with the conditions of inclusion set forth in the Court Order.

3. The terms and conditions of this Agreement shall only apply to the maximum twenty-seven (27) developable lots within that portion of the Property described as Roosevelt Ridge Rural Development Exemption Plat (“Roosevelt Ridge”) and which are subject to the restrictive covenants set forth in the Gilpin County Commissioners’ Resolution 10-31, Amendment to Resolution SBE 05-01, dated October 19, 2010 and recorded in the records of the Gilpin County Clerk and Recorder on November 8, 2010 at Reception No. 142726. Any additional subdivision or resubdivision of the Property will require review and negotiation of the inclusion conditions.

3. The HOA has constructed a 30,000-gallon community fire water cistern (“Cistern”). The Cistern shall be used solely for fire suppression and training purposes by the District, including providing water for fire suppression within Roosevelt Ridge and at other locations in the sole discretion of the District.

4. The HOA agrees to ensure that the Cistern is full of water at all times and to replace any water removed by the HOA from the Cistern in a timely fashion. The District shall have a perpetual right to utilize water from the Cistern for fire suppression and training purposes. The District shall be authorized to use the Cistern for emergency fire suppression within Roosevelt Ridge and at other locations as necessary. If the District uses the Cistern for fire suppression outside of Roosevelt Ridge or training purposes, the District shall be responsible for replacing the water removed from the Cistern at its expense. If such fire suppression was within Roosevelt Ridge, the HOA shall replace the water removed from the Cistern in a timely fashion. If the HOA does not refill the Cistern or ensure that it is full at all times, the District has the right to fill the Cistern, at the expense of the HOA, except as set forth above.

5. The District shall be authorized access to the Cistern at all times for emergency use, training and inspections. The HOA shall ensure accessibility to the Cistern by the District year-round, which would include timely snow removal. If the

District cannot access the Cistern, or the Cistern has been damaged or is unusable at any time, the District reserves the right to perform whatever maintenance or repair is required, at the expense of the HOA.

6. The HOA shall repair, maintain, service or check the operability of the Cistern in accordance with the manufacturer's specifications for each component, at the sole expense of the HOA. The HOA shall maintain a record of the performance of the maintenance or of any repairs made. Upon request, the maintenance records shall be made available for inspection by the District.

7. This Agreement shall be filed with the Gilpin County District Court in Case No. 5761, together with a Motion requesting the Court amend the original Court Order to approve the amended conditions set forth in this Agreement. Upon issuance of the amended Court Order, this Agreement shall be recorded in the records of the Gilpin County Clerk and Recorder as part of the amended Court Order.

8. This Agreement shall run with the Property and bind the successors and assigns of each of the Parties.

9. This Agreement shall be effective upon execution by all Parties.

DATED this ____ day of October, 2020.

TIMBERLINE FIRE PROTECTION
DISTRICT, a quasi-municipal corporation of
the State of Colorado

By: _____
Richard M. Wenzel, III, Chair

ATTEST:

Jennifer Hinderman, Secretary

DATED this _____ day of October, 2020.

ROOSEVELT RIDGE HOMEOWNERS
ASSOCIATION, a non-profit corporation of
the State of Colorado

By: _____
President

DATED this _____ day of October, 2020.

Andrew Bramante

Sharon Bramante

EXHIBIT A TO AGREEMENT

Included Property

A PARCEL OF LAND SITUATED IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 72 WEST OF THE 6TH P.M., IN THE COUNTY OF GILPIN IN THE STATE OF COLORADO, TO WIT:

GOVERNMENT LOTS 4, 7, 9, 10, 11 12;
THE EAST HALF NORTHWEST QUARTER (E½ NW¼);
THE SOUTHEAST QUARTER SOUTHWEST QUARTER (SE¼ SW¼);
THE NORTHWEST QUARTER SOUTHEAST QUARTER (NW¼ SE¼);
THE SOUTH HALF SOUTHEAST QUARTER (S½ SE¼); AND THE NORTHEAST QUARTER (NE¼) EXCEPT THAT PORTION CONVEYED TO COUNTY BY DEED RECORDED APRIL 18, 1994 IN BOOK 287 AT PAGE 405 AND 513 AT PAGE 240; AND GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 2 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF GILPIN, STATE OF COLORADO.

ALL IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF GILPIN, STATE OF COLORADO, TOGETHER WITH AND INCLUDING A PORTION OF THE ABOVE DESCRIBED LAND

WHICH IS KNOWN AND DESCRIBED AS LOTS 1 THROUGH 15, SECOND AMENDED PLAT OF HOWARD-DEIKER ESTATES SUBDIVISION, IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 72 WEST OF THE 6th P.M.,

RECORDED OCTOBER 15, 1993, RECEPTION NO. 79284, MAP FILE #H-23, COUNTY OF GILPIN, STATE OF COLORADO.

EXCEPTING THEREFROM THE LUMP GULCH PLACER, U.S. SURVEY NO. 12825, THE CALIFORNIA LODGE #2 U.S. SURVEY NO. 16390, THE CALIFORNIA LODGE U.S. SURVEY NO. 783 AND THE IRON CROSS LODGE, U.S. SURVEY NO. 5977.

ALSO KNOWN AS ROOSEVELT RIDGE EXEMPTION PLAT AS DESIGNATED ON THE PLAT RECORDED WITH THE GILPIN COUNTY CLERK AND RECORDER'S OFFICE ON AUGUST 30, 2005, AT RECEPTION NO. 127234.

EXHIBIT B TO AGREEMENT

Lot 22, Roosevelt Ridge Exemption Plat Filing 2, Gilpin County, Colorado, also known as 1 Sagamore Trail, Black Hawk, Colorado, and described as Account No. R013122 and Parcel No. 171118200024.