

AGENDA

**for the Board of Trustees of the Town of Fairplay, Colorado
Monday, April 4, 2016 at 6:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay, Colorado**

- I. CALL TO ORDER REGULAR MEETING @ 6:00 P.M.**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. APPROVAL OF EXPENDITURES** – Approval of bills of various Town Funds in the amount of \$16,657.13
- VI. CITIZEN COMMENTS**
- VII. UNFINISHED BUSINESS**
 - A.** Should the Board Approve Adoption of Resolution No. 8, 2016, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN XPRESS SOLUTIONS, INC. AND THE TOWN OF FAIRPLAY FOR THE PROCESSING OF ELECTRONIC PAYMENTS."**?
 - B.** Should the Board Approve Adoption of Resolution No. 9, 2016, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN PAYMENTTECH, LLC, AND JPMORGAN CHASE BANK, N.A., AND THE TOWN OF FAIRPLAY FOR THE PROCESSING OF ELECTRONIC PAYMENTS."**?
 - C.** Other discussion items
- VIII. NEW BUSINESS**
 - A.** Discussion Regarding Clean Energy Collective Land Lease Discussion
 - B.** Discussion Regarding Storage Containers in Fairplay
 - C.** Other new business
- IX. MAYOR AND TRUSTEE REPORTS**
- X. ADJOURNMENT**

Upcoming Meetings/Important Dates:

9HealthFair @ Buena Vista High School Old Gym	April 2, 2016 from 7 – 11 a.m.
Park County Strategic Master Plan Update Workshop @ Fairplay Community Center	April 11, 2016 @ 6 p.m.
CDOT SH9 & US 285 Project Meeting @ Fairplay Town Hall	April 14, 2016 from 5 – 8 p.m.
Friends of the Fairplay Library Spud Fest @ American Legion	April 14, 2016 from 5 – 7 p.m.
Board of Trustees Meeting	April 18, 2016 @ 6 p.m.
Board of Trustees Meeting	May 2, 2016 @ 6 p.m.
South Park City Museum opens for the season	May 15, 2016
Board of Trustees Meeting	May 16, 2016 @ 6 p.m.

This Agenda May Be Amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Friday, April 1, 2016



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt
RE: Expenditures
DATE: March 31, 2016

Agenda Item: Bills

Attached is the list of invoices paid through March 31, 2016.

Total Expenditures: \$16,657.13

Please contact me with any questions.

Report Criteria:
 Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
418	CIRSA	180552	deductible for claim <i>police</i>	1	03/15/2016	500.00	.00	500.00	11340	03/21/2016
Total 418:						500.00	.00	500.00		
532	4 Rivers Equipment	57900	backhoe parts	1	02/29/2016	54.48	.00	54.48	11339	03/21/2016
		57900	backhoe parts	2	02/29/2016	81.73	.00	81.73	11339	03/21/2016
		60318	backhoe parts	1	03/04/2016	119.58	.00	119.58	11339	03/21/2016
		60318	backhoe parts	2	03/04/2016	179.38	.00	179.38	11339	03/21/2016
Total 532:						435.17	.00	435.17		
658	CUSP	2016	membership dues	1	03/02/2016	250.00	.00	250.00	11342	03/21/2016
Total 658:						250.00	.00	250.00		
1414	Mountain View Waste	454231	2yd 2x monthly	1	02/29/2016	75.00	.00	75.00	11346	03/21/2016
Total 1414:						75.00	.00	75.00		
1804	Riverside Trophies	11097	engraved plaques	1	03/09/2016	25.00	.00	25.00	11347	03/21/2016
Total 1804:						25.00	.00	25.00		
2134	Town of Fairplay	022916	water/sewer usage-525 Ha	1	02/29/2016	177.05	.00	177.05	11368	03/24/2016
		0229161	sewer-town hall	1	02/29/2016	65.00	.00	65.00	11368	03/24/2016
		0229162	sewer-shop	1	02/29/2016	65.00	.00	65.00	11368	03/24/2016
		0229162	sewer-shop	2	02/29/2016	65.00	.00	65.00	11368	03/24/2016
		0229164	water-san district	1	02/29/2016	38.00	.00	38.00	11368	03/24/2016
Total 2134:						408.05	.00	408.05		
2242	Wamer, Claudia	032116	cell phone reimb	1	03/21/2016	50.00	.00	50.00	11357	03/21/2016
Total 2242:						50.00	.00	50.00		
2296	Xcel Energy	493862706	945 Quarry Rd	1	03/16/2016	16.84	.00	16.84	11389	03/24/2016
Total 2296:						16.84	.00	16.84		
2390	Everist Materials LLC	231381	Slicer/sand	1	03/16/2016	769.53	.00	769.53	11364	03/24/2016
Total 2390:						769.53	.00	769.53		
2405	True Value	022916	Supplies	1	02/29/2016	54.03	.00	54.03	11348	03/21/2016
		022916	Supplies	2	02/29/2016	75.20	.00	75.20	11348	03/21/2016
		022916	Supplies	3	02/29/2016	33.99	.00	33.99	11348	03/21/2016
		022916	Supplies	4	02/29/2016	4.53	.00	4.53	11348	03/21/2016
		022916	Supplies	5	02/29/2016	110.50	.00	110.50	11348	03/21/2016
		022916	Supplies	6	02/29/2016	56.47	.00	56.47	11348	03/21/2016
		022916	Supplies	7	02/29/2016	8.79	.00	8.79	11348	03/21/2016
		022916	Supplies	8	02/29/2016	7.99	.00	7.99	11348	03/21/2016
		022916	Supplies	9	02/29/2016	10.98	.00	10.98	11348	03/21/2016
		022916	Supplies	10	02/29/2016	21.96	.00	21.96	11348	03/21/2016

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2405:						384.44	.00	384.44		
2437	Laser Graphics	149958	Business Cards	1	03/18/2016	64.00	.00	64.00	11365	03/24/2016
Total 2437:						64.00	.00	64.00		
2457	SPAA	03162016	donation	1	03/16/2016	175.00	.00	175.00	11367	03/24/2016
Total 2457:						175.00	.00	175.00		
2462	Darrah, Tina	032116	Cell Phone	1	03/21/2016	50.00	.00	50.00	11352	03/21/2016
Total 2462:						50.00	.00	50.00		
2526	American Legion	031616	Donation	1	03/16/2016	100.00	.00	100.00	11360	03/24/2016
Total 2526:						100.00	.00	100.00		
2641	Uncle Doug's Lock and Ke	6419	locks at san district	1	03/07/2016	277.22	.00	277.22	11349	03/21/2016
Total 2641:						277.22	.00	277.22		
2649	Holscher, Mayberry & Com	262	progress bill audit	1	03/07/2016	3,420.00	.00	3,420.00	11345	03/21/2016
		262	progress bill audit	2	03/07/2016	2,280.00	.00	2,280.00	11345	03/21/2016
		263	progress bill audit	1	03/07/2016	3,000.00	.00	3,000.00	11345	03/21/2016
Total 2649:						8,700.00	.00	8,700.00		
2655	Wittbrodt, Kim	032116	cell phone reimb	1	03/21/2016	50.00	.00	50.00	11358	03/21/2016
Total 2655:						50.00	.00	50.00		
2713	Vice, Joel	032116	Cell phone reimburse	1	03/21/2016	50.00	.00	50.00	11356	03/21/2016
Total 2713:						50.00	.00	50.00		
2739	Mead, Vaughn	032116	cell phone reimb	1	03/21/2016	50.00	.00	50.00	11355	03/21/2016
Total 2739:						50.00	.00	50.00		
2747	Kasper, Gerrits	032116	cell phone reimb	1	03/21/2016	25.00	.00	25.00	11354	03/21/2016
		032116	cell phone reimb	2	03/21/2016	25.00	.00	25.00	11354	03/21/2016
Total 2747:						50.00	.00	50.00		
2793	Mobile Record Shredders	57271	record shredding	1	03/16/2016	9.00	.00	9.00	11366	03/24/2016
Total 2793:						9.00	.00	9.00		
2812	Bullock, Julie	032116	cell phone reimburse	1	03/21/2016	50.00	.00	50.00	11351	03/21/2016
Total 2812:						50.00	.00	50.00		
2841	Zerby, Colin	032116	cell phone reimburse	1	03/21/2016	50.00	.00	50.00	11359	03/21/2016

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2841:						50.00	.00	50.00		
2859	Clearwater Cleanup Comp	17668	pump and hall dewatered s	1	03/15/2016	1,706.10	.00	1,706.10	11362	03/24/2016
Total 2859:						1,706.10	.00	1,706.10		
2864	Colorado Analytical Lab	160308013	ecoli	1	03/10/2016	26.00	.00	26.00	11341	03/21/2016
		160308015	plant effluent	1	03/16/2016	162.00	.00	162.00	11363	03/24/2016
		160308016	plant effluent	1	03/14/2016	50.00	.00	50.00	11363	03/24/2016
Total 2864:						238.00	.00	238.00		
2896	Bramlett, Rebecca	032116	cell phone reimburse	1	03/21/2016	50.00	.00	50.00	11350	03/21/2016
Total 2896:						50.00	.00	50.00		
2919	Fast Initial Response System	311906	supplies	1	02/02/2016	249.95	.00	249.95	11344	03/21/2016
Total 2919:						249.95	.00	249.95		
2948	Fairplay Auto Supply	022916	supplies-pump house	1	02/29/2016	172.76	.00	172.76	11343	03/21/2016
		022916	supplies	2	02/29/2016	6.92	.00	6.92	11343	03/21/2016
		022916	supplies	3	02/29/2016	82.16	.00	82.16	11343	03/21/2016
		022916	supplies	4	02/29/2016	31.00	.00	31.00	11343	03/21/2016
		022916	supplies	5	02/29/2016	30.99	.00	30.99	11343	03/21/2016
Total 2948:						323.83	.00	323.83		
2992	Green, Butch	032116	cell phone reimburse	1	03/21/2016	25.00	.00	25.00	11353	03/21/2016
		032116	cell phone reimburse	2	03/21/2016	25.00	.00	25.00	11353	03/21/2016
Total 2992:						50.00	.00	50.00		
2996	Boogie Machine Inc.	031816	band for tgif july	1	03/18/2016	1,450.00	.00	1,450.00	11361	03/24/2016
Total 2996:						1,450.00	.00	1,450.00		
Grand Totals:						16,657.13	.00	16,657.13		

Report Criteria:

Detail report type printed



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt
RE: Agreements for Electronic Payments
DATE: April 1, 2016

Agenda Item: Resolutions for Electronic Payment Agreements

Attached are two resolutions for agreements that are required in setting up Xpress Bill Pay services which will enable the customers of the Town to pay their bills electronically. I did not attach the agreements as they are lengthy. This was discussed with Gabby and Frank on Thursday.

The agreements have been reviewed by Lee. If you wish to review them on Monday, I will have them available.

Please contact me with any questions.

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2016- 8

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN XPRESS SOLUTIONS, INC. AND THE TOWN OF FAIRPLAY FOR THE PROCESSING OF ELECTRONIC PAYMENTS.

WHEREAS, Xpress Solutions, Inc. has submitted a proposal for electronic payment processing and wishes to enter into an agreement with the Town to provide these services; and,

WHEREAS, the Board of Trustees has reviewed the agreement and desires to enter into an agreement with Xpress Solutions, Inc. for the services specified in the agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the Mayor and/or Town Administrator is authorized to enter into this agreement between the Town of Fairplay and Xpress Solutions, Inc. as described in the agreement, attached hereto as "Exhibit A", and to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 4th day of April, 2016.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Gabby Lane, Mayor

ATTEST:

Tina Darrah, Town Clerk

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2016- 9

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN PAYMENTTECH, LLC, AND JPMORGAN CHASE BANK, N.A., AND THE TOWN OF FAIRPLAY FOR THE PROCESSING OF ELECTRONIC PAYMENTS.

WHEREAS, Paymentech, LLC and JPMorgan Chase Bank, N.A. has submitted a proposal for electronic payment processing and wishes to enter into an agreement with the Town to provide these services; and,

WHEREAS, the Board of Trustees has reviewed the agreement and desires to enter into an agreement with Paymentech, LLC and JPMorgan Chase Bank for the services specified in the agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the Mayor and/or Town Administrator is authorized to enter into this agreement between the Town of Fairplay and Paymentech, LLC and JPMorgan Chase Bank as described in the agreement, attached hereto as "Exhibit A", and to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 4th day of April, 2016.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Gabby Lane, Mayor

ATTEST:

Tina Darrah, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator
RE: Clean Energy Collective Land Lease Discussion
DATE: April 1, 2016

At your last meeting you heard from Mike Malone and Jonathon Moore of the Clean Energy Collective in regards to a proposal for use of the Fairplay Sanitation District land for placement of solar panels. Since that meeting they have provided the Town with a draft/sample land lease for Lee's and your review. Lee has reviewed it and while there are some changes that will need to be made – he did not see anything that would prevent further discussions. I am also enclosing a sample revocable license agreement that was done by the Town of Silverthorne with a different solar company for a similar project and the Town's revocable license agreement form. Trustee Just has had conversations with the Town of Silverthorne about their experiences with this type of arrangement that he can share with you. Staff is looking for direction from the Board on whether or not you are interested in pursuing discussions about the land lease and if you are then we will arrange a meeting with the FSD Board for further discussions.

Tina Darrah

From: Jonathan Moore <jonathan.moore@easycleanenergy.com>
Sent: Monday, March 28, 2016 12:25 PM
To: tdarrah@fairplayco.us; Lee@law-hcp.com
Subject: CEC - Fairplay Sanitation District
Attachments: Fairplay Sanitation District LOI 0321 2016.docx; Standard Land Lease Option Agreement 070714.docx

Good afternoon Tina and Lee

Thank you for arranging the discussion last week with the Town Council and a few members of the Sanitation District. While I feel like there was some confusion related to the Real Estate (Lease) vs. energy credits (PPA) offerings, it did seem as though there is interest in pursuing a Land Lease with the District. We would welcome this next step.

Accordingly, please find a copy of our draft letter of Intent and our full Land Lease Option Agreement. Lee I understand you wish to review this as it relates to our ideal land agreement.

In regards to the Letter of Intent (LOI), I have left the rental rate range blank at this time. I had suggested a range between \$1,200 - \$1,800 in my last draft. Despite our early conversations, I have looked more closely at this site and Xcel's anticipated rate structure, and feel it will be difficult to pay more than \$2,000/ per acre/ per year. I am hoping we can find an agreeable price in this range.

I understand Lee did have concerns with the confidentiality language in Paragraph 5. Please propose edits or deletions as necessary to satisfy your situation.

In regards to the Land Lease Option Agreement, please know this is a template and open for discussion.

I appreciate your efforts to put this proposal in front of the Town Council and Sanitation District. Please let me know what I can do to assist you with this effort.

Regards,

Jonathan W. Moore AICP | Land Manager
Phone: 303.324.2346
Office: 720.360.3023

 **Clean Energy
COLLECTIVE**
Go Solar with Nothing on Your Roof™
www.easycleanenergy.com



**Inc.
500**

How Community Solar Works

The information in this email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this email by anyone else is unauthorized. If you are not the intended recipient of this email, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance

**Binding Letter of Intent to Lease Property
for Installation and Operation of a Solar Project**

This Binding Letter of Intent to Lease Property for Installation and Operation of a Solar Project (the "Agreement") is entered into this ____ day of March, 2016, by and between the Fairplay Sanitation District, P.O. Box 207, Fairplay, CO 80440 ("Landlord") and Clean Energy Collective, LLC or its designated affiliate, a Colorado limited liability company, with offices at 361 Centennial Parkway, Third Floor, Louisville, CO 80027 ("Developer").

Whereas, Landlord is interested in leasing 14 +/- acres of their property located to the south of the existing sanitation facilities located at _____, Fairplay, CO for the development and construction of a ground-mounted solar power generation system ("Solar System"). The property ("Property") is identified as Park County Assessor's Schedule Number # 4497, and is further depicted on Exhibit A); and

Whereas, Developer has experience in the acquisition, financing and development of Solar Systems, Landlord does hereby agree and consent to the following:

1. **Exclusivity Period.** Developer shall have an exclusivity period of one hundred eighty (180) days from the date hereof (the "Exclusivity Period") to complete due diligence, evaluation, and provide for signature of the Lease (as defined below). During the Exclusivity Period, Landlord will not: (i) directly or indirectly initiate, solicit or engage in discussions or negotiations with any entity or person other than Developer (and Developer's affiliates and representatives) concerning lease or sale of the Property or the design, installation, construction, operation, maintenance or financing of any Solar System or other system on the Property, or (ii) entertain, accept, respond to, or enter into any agreements concerning the lease or sale of the Property or the design, installation, construction, operation, maintenance or financing of any Solar System or other system on the Property. Landlord acknowledges that Developer will be expending resources to evaluate Landlord's Property and agrees it will not attempt to bypass or circumvent Developer in any way. Notwithstanding the foregoing, Landlord shall be permitted to continue any negotiations regarding the sale of the Property with Prospective Buyers that began prior to the date of this Agreement, provided that (a) such Prospective Buyer(s) is/are not in the business of designing, installing, constructing, operating, maintaining or financing renewable energy facilities; and (b) such Prospective Buyer(s) agree(s) in writing to be bound by the terms of this Agreement in the event that they purchase the Property.
2. **Site Assessment.** Landlord shall cooperate with Developer as reasonably requested during this time to allow for site evaluations. Developer shall provide Landlord advance notice of any site visits, and shall make reasonable efforts to restore the property to its original condition in the event of any site testing.
3. **Lease.** If Developer determines that Landlord's Property is suitable for a Solar System, then prior to the end of the Exclusivity Period, Developer shall provide Landlord with a draft option lease (the "Lease"), which shall provide for annual rent payments between \$ _____ and \$ _____

per acre / per year. The lease term shall be no less than 20 years, plus renewal term options. The parties will use good faith efforts to complete negotiations of the Lease based upon the project assumptions and incorporating the above terms. If the parties are not able to complete such negotiations within a mutually agreeable timeframe, then neither party shall be obligated to enter into the Lease.

4. **Binding Effect.** Landlord and Developer hereby agree to be bound by the terms of this Agreement.
5. **Confidentiality.** Landlord and Developer, and their respective representatives, agree to hold in strict confidence and not disclose the following information and materials (collectively, "Confidential Information"): (i) the terms of this Agreement; (ii) the fact that Developer, and the Landlord are engaged in discussions regarding the proposed Lease; (iii) any present or future letters, emails, drafts, documents, communications or other information related to an agreement or transactions contemplated under the agreement; (iv) any financial statements or other financial information of either party disclosed to the other party; (v) information related to the business practices and marketing strategies of Developer; (vi) information generated by one party that contains, reflects, or is specifically derived from Confidential Information obtained from the other party; (vii) any technical specifications, engineering plans, or other information, written or verbal, related to Developer's products or services; and (viii) information related to Developer's suppliers, inventory, equipment, and processes. Confidential Information will not include any information that is available to the general public through means other than disclosure by the party to whom the information is or was disclosed under the terms of this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed without breaching this Agreement to the extent required to comply with applicable laws. The provisions of this paragraph will survive the termination of this Agreement.
6. **Assignment.** Developer is expressly permitted to assign this Agreement to any entity under its control or under shared control.
7. **Entire Agreement.** This Agreement embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Agreement may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.

In witness whereof, the parties hereto by their authorized representatives subscribe this Letter of intent.

LANDLORD

DEVELOPER

Clean Energy Collective, LLC.

Signed: _____

Title: _____

Date: _____

Date: _____

Exhibit A
(The Property)



Land Lease Option Agreement (Solar Farm)

BETWEEN:

_____, **LANDLORD**

AND

_____, **TENANT**

**LAND LEASE OPTION AGREEMENT
(SOLAR FARM)**

TABLE OF CONTENTS

	Page
1. The Option	1
2. Leased Premises	1
3. Term	1
4. Rent	2
5. Improvements of Leased Premises	2
6. Ingress, Egress and Utility and Solar Easement	2
7. Maintenance and Security	3
8. Title and Quiet Possession	3
9. Title to Site Improvements and Infrastructure	3
10. Uses and Operations	43
11. Subordination, Attornment, and Nondisturbance	4
12. Mortgage of Leasehold Interests	4
13. Governmental Approvals and Compliance	5
14. Assignment	5
15. Notices	5
16. Insurance	5
17. Operating Expense	5
18. Taxes	5
19. Maintenance	6
20. Liabilities to Third Parties; Risk of Loss	6
21. Tenant's Performance and Surrender	6
22. Default and Termination for Default	6
23. Right to Terminate	6
24. Rights to Site Improvements and Infrastructure Upon Termination	7
25. Binding on Successors	87
26. Access to Premises	Error! Bookmark not defined. 8
27. Governing Law	8
28. Entire Agreement	8
29. Survey and Testing	8
30. Oil, Gas and Mineral Rights	8
31. Hazardous Waste	8
32. Mechanic's Liens	10
33. Headings	10
34. Time of Essence	10
35. Severability	10
36. Real Estate Broker	10
37. Further Assurances	10
38. Dispute Resolution	10
39. Right to Record	1140
40. Interpretation	1140
41. Date of Agreement	1140

Exhibit A Legal Description of the Leased Premises.....12
Exhibit B Tenant’s Survey of the Leased Premises.....13
Exhibit C Certificate of Insurance.....14
Exhibit D Landlord Acknowledgment of Collateral Assignment of Lease.....15

**LAND LEASE OPTION AGREEMENT
(SOLAR FARM)**

This Land Lease Option Agreement (the "Agreement" or "Lease") is made this ____ day of _____, 2013, by and between _____, having an address of _____ ("Landlord"), and _____, a Colorado limited liability company, having an office at 3005 Center Green Drive, Suite 205, Boulder, Colorado 80301 ("Tenant").

1. The Option.

(a) For the sum of \$100.00 (the "Option Fee"), to be paid to Landlord by Tenant upon execution of this Agreement and other good and valuable consideration, Landlord hereby grants to Tenant the exclusive and irrevocable option (the "Option") for a period of six (6) months from the date first set forth above (such period referred to herein as the "Initial Option Period"), to lease the Leased Premises (as defined below) on the terms and conditions set forth below. The time during which the Option may be exercised may be extended for an additional six (6) months (the "Additional Option Period") upon written notification to Landlord by Tenant accompanied by the payment of an additional \$100.00 (the "Additional Option Fee"), delivered to Landlord prior to the end of the Initial Option Period.

(b) In the event the Additional Option Fee is not paid and/or written notice is not delivered by the due date for the same, then the Option shall terminate and this Agreement shall terminate and Landlord shall be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Landlord accepts the Additional Option Fee, Rent and/or written notice after the due date for the same, then Tenant's default will be deemed waived and this Agreement shall be reinstated. Upon Tenant's exercise of the Option, the Initial Term set forth in Section 3 below shall take effect.

(c) In the event Landlord fails to perform its obligations under this Agreement for any reason other than Tenant's breach, Tenant may pursue all remedies available at law and in equity. Landlord hereby acknowledges that Tenant will incur significant expenses in reliance on this Agreement.

2. Leased Premises. Upon Tenant's exercise of the Option, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, by this Lease, a _____ square foot (approximately _____ acres) parcel of property commonly known as a portion of the _____ property at _____, located in _____ County, _____, together with ingress, egress, and utility easements providing access to and from a public road and the point of utility interconnection, as described in Sections 5 and 6 below (the "Leased Premises"). A legal description of the Leased Premises is attached hereto and incorporated herein as Exhibit A. Landlord grants to Tenant the right to survey the Leased Premises at Tenant's cost, and the legal description of the Leased Premises, including any access or utility easements, provided in the survey shall then become Exhibit B, which shall be attached hereto and made a part hereof. In the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control.

3. Term. The term of this Lease shall be for a period of twenty (20) years (the "Term"), commencing on the date Tenant exercises the Option (the "Commencement Date").

~~4. The initial term of this Lease shall be for a period of twenty-five (25) years (the "Initial Term"), commencing on the date Tenant exercises the Option (the "Commencement Date"). Landlord grants to Tenant the right to renew this Lease for an additional term of twenty-five (25) years (the~~

~~“Extension Term”). In order to exercise this extension option, Tenant shall deliver to Landlord, not less than ninety (90) days prior to the expiration of the Initial Term, written notice of Tenant’s intent to extend this for such additional twenty-five (25) year period. The initial term and all renewal terms are referred to herein as the “Term.”~~

5.4. Rent. The rent during the Term shall be \$ _____ per acre, per year, for an annual payment of \$ _____, paid annually in advance, which Tenant shall pay to Landlord at such place as Landlord shall designate to Tenant in writing. Rent for any partial year shall be prorated by multiplying the annual rent by a fraction, the numerator of which is the number of days of the partial year included in the Term and the denominator of which is 365.

6.5. Improvements of Leased Premises.

(a) **Components.** Tenant shall construct an approximately _____ kilowatt solar farm (the “Solar Farm”) at its sole expense. The Solar Farm shall consist of racking and foundations; inverters and transformers; necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, including three (3) phase extensions and power box(es); a 200 to 400 square-foot structure to house electrical and maintenance equipment (“PV Box”); security fencing and gating, with cameras, enclosing the Leased Premises; safety signage and solar photo voltaic (“PV”) panels (collectively the “Site Improvements and Infrastructure”). Landlord has no obligation to make improvements on the Leased Premises or Landlord's real property to accommodate the Solar Farm.

(b) **Use of Non-Leased Area.** Tenant shall use reasonable efforts to use only the Leased Premises for ingress and egress, storage, construction and all improvement activities, and shall not use the property of the Landlord other than the Leased Premises for the improvement activities except as otherwise agreed. Should Tenant require additional area for lay down or storage during the construction of the improvements then Landlord shall allow use of one acre for a lay down or storage area directly adjacent to the Leased Premises at no additional cost to Tenant. Provided however, that Tenant shall not have the right to place any improvements on such one acre area, and shall only have use of the additional one acre one time for period not to exceed six months. Tenant shall ensure that it repairs the surface of the one acre area to the extent that its laydown and storage activities causes damage thereto.

(c) **Preliminary Site Plan, Construction Plans.** For any new construction on the Leased Premises, such construction shall be designed and built to the minimum standards for any county, state and federal codes and requirements in effect at the time of construction, including without limitation, the applicable building and fire codes of such agencies.

(d) **Signage.** Tenant shall have the right to place one or more signs advertising the Solar Farm provided that, prior to putting up any such signage, Tenant has obtained all required sign permits from the local governing authority.

(e) **Fencing.** Tenant shall maintain a fence around the Solar Farm for the duration of the Base Term and any extensions thereto.

7.6. Ingress, Egress, Utility and Solar Easement. As part of the Leased Premises, Landlord hereby grants to Tenant an easement for ingress and egress to the Leased Premises, for access to and from Leased Premises from a public road, and over property of Landlord within and adjacent to the Leased Premises for construction and maintenance of the Site Improvements and Infrastructure on the Leased Premises, for the installation, construction, use and maintenance of underground and aboveground telephone, telegraph, and power lines and electric utilities in connection with Tenant's use

of the Leased Premises, and upon and above the property of Landlord for the unrestricted right to receive and utilize solar energy at the Solar Farm (the "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Tenant of all of its property from the Leased Premises after expiration of the Lease Term. Additional details concerning the location and configuration of the Easement may be specified by the parties not later than ten (10) business days after Tenant's exercise of the Option, and shall be included in any recorded Memorandum of this Lease. In addition, at Tenant's request and expense, this Easement shall be set forth in a separate Easement Agreement, which Landlord and Tenant agree to execute and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors, and assigns.

8.7. Maintenance and Security.

(a) **Maintenance.** The Solar Farm shall be maintained by Tenant at its own expense. Tenant shall maintain, protect and preserve the Solar Farm in a safe, neat and attractive condition and in good and serviceable repair. Tenant shall be responsible for ongoing vegetation and weed management on the Leased Premises.

(b) **Snow Removal.** Landlord does not provide snow removal service on the access road serving the Leased Premises. Snow removal on the Leased Premises, if needed, shall be the responsibility of Tenant as necessitated by Tenant's operation of the Solar Farm. Any snow removal activities will minimize any damage to the existing ground surface of the site. Tenant will promptly repair any damage caused by its snow removal activities. Tenant will only use the existing or new access roads via the access easement for vehicle access to the site.

(c) **Security.** Security for the Solar Farm shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Landlord. Landlord shall not be liable for any loss or damages suffered by Tenant or third party solar panel owners due to Tenant's and such third parties use and occupancy of and activities on the Leased Premises.

9.8. Title and Quiet Possession. Landlord represents and covenants that Landlord owns the Leased Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain.

Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and that Tenant shall have quiet enjoyment and peaceful possession of the Leased Premises and the Easement throughout the Lease Term.

10.9. Title to Site Improvements and Infrastructure.

(a) **Site Improvements and Infrastructure.** Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Agreement, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 24, below.

(b) **Repair of Landlord's Property.** In the event that Tenant causes any damage to Landlord's real property, including without limitation any above-ground or underground utilities, in the course of any activity undertaken by Tenant under this Agreement, Tenant shall facilitate the repair of such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

11.10. Uses and Operations. The Tenant's uses under this Lease include the construction and operation of the Solar Farm, and activities related thereto. Nothing in this Agreement shall be deemed to give Tenant the right to engage in any activities which are not related to the foregoing use, except as otherwise allowed under the provisions of this Lease.

12.11. Subordination, Attornment, and Nondisturbance. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that in any case Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that such mortgagees, trustees, beneficiaries and purchasers agree in writing that Tenant's possession of the Leased Premises and use of the Easements shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Within ten (10) business days of Tenant's notice of its intent to exercise the Option, or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, Landlord shall provide an Attornment and Nondisturbance Agreement from Landlord's secured lenders, if any, in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any mortgage or deed of trust to which this Lease is, or shall become, subordinate.

13.12. Mortgage of Leasehold Interests. (a) **Lender Collateral.** Tenant shall have the right to pledge, mortgage and/or collaterally assign its leasehold interest and the Solar Farm as security to lender(s) (hereinafter "Lenders") for financing purposes without the further consent of Landlord. Landlord agrees to execute and deliver to Tenant within ten (10) days of any Tenant request therefor made from time to time, a Landlord Acknowledgement of Collateral Assignment of Lease in the form of Exhibit D hereto. Landlord also agrees to promptly execute an estoppel certificate and any such other documentation as may reasonably be required by such lender(s) from time to time to certify as to the status of this Lease and to the performance of Tenant hereunder as of the date of such certification.

(b) **Notices to Lenders.** As a precondition to exercising any rights or remedies related to any default by Tenant under this agreement, Landlord shall give written notice of the default to each Lender that is of record with Landlord, at the same time it delivers notice of default to Tenant, specifying the alleged event of default and the required remedy. Each Lender shall have the same amount of time to cure the default under this Lease as is given to Tenant hereunder, and the same right as Tenant to cure any default or to remove any property of Tenant or Lender located on the Leased Premises. The cure period for each Lender shall begin to run at the end of the cure period given to Tenant in this agreement, but in no case shall the cure period for any Lender be less than one hundred twenty (120) days after Lender's receipt of default notice. Failure of Landlord to give a Lender notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of such Lender to cure any default and to remove any property of Tenant or the Mortgagee located on the Leased Premises.

(c) **Right to Cure Defaults: Substitution.** To prevent termination of this Lease, the Lender shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Lease or any interest in the Solar Farm. In the event of an uncured default by the holder of Tenant's entire interest in this Lease, or in the event of a termination of this agreement by operation of law or otherwise, each Lender that is not in default of its obligations, shall have the right to have Landlord either recognize the Lender's interest or grant a new lease substantially identical to this Lease. Under any such new lease, the Lender shall be entitled to, and Landlord shall not disturb the Lender's continued use and enjoyment thereunder for the remainder of the Lease Term.

14.13. Governmental Approvals and Compliance. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises and shall comply with government laws and regulations applicable thereto. Notwithstanding the foregoing, Tenant shall not be responsible for any matters arising in connection to Environmental Laws relating to the Leased Premises, except to the extent the need for compliance therefor arises directly out of the release by Tenant of any Hazardous Substances on or about the Leased Premises.

15.14. Assignment. Tenant shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord’s consent and in its sole discretion, to any entity owned or controlled by Tenant or under common ownership or control with Tenant.

16.15. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: _____

To Tenant: _____
3005 Center Green Drive, Suite 205
Boulder, CO 80302

With a copy: By email to mark.boyer@easycleanenergy.com

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

17.16. Insurance. At all times during the Term of this Lease, Tenant shall maintain in full force a comprehensive public liability insurance policy covering Tenant’s operations, activities, and liabilities on the Leased Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the aggregate; please see attached “Exhibit C”, Insurance Requirements. Such policy shall name Landlord as an additional insured under such policy as the Landlord's interests may appear. Upon Landlord’s request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force.

18.17. Operating Expenses. Tenant shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Premises and used by Tenant throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon.

19.18. Taxes. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Leased Premises. However, Tenant shall pay, as additional Rent, any

increase in real property taxes levied against the Leased Premises that is directly attributable to Tenant's improvements to the Leased Premises. Landlord agrees to furnish proof of such increase to Tenant.

20.19. Maintenance by Landlord. Landlord shall maintain its property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of the Leased Premises and the Easement. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to Solar Farm.

21.20. Liabilities to Third Parties; Risk of Loss. Tenant shall hold Landlord harmless from any liability (including reimbursement of Landlord's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Tenant or any of Tenant's agents, servants, employees, or licensees, and Landlord shall hold Tenant harmless from any liability (including reimbursement of Tenant's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Landlord or any of Landlord's agents, servants, employees, or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that might result from tornadoes, lightning, windstorms, or other Acts of God. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise.

22.21. Tenant's Performance and Surrender. Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Leased Premises subject to the other provisions of this Lease.

23.22. Default and Termination for Default. Landlord or Tenant shall be in default of this Lease if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the other party hereto, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the other party hereto shall have the right to terminate this Lease for default, and to pursue such remedies as may be available in law or equity.

24.23. Right to Terminate. Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

- (a) Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises;
- (b) Tenant determines that any condition exists on or about the Property, which precludes Tenant from using the Leased Premises for its intended purpose;
- (c) Tenant determines that Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Premises or other required Easements, or that there is an unacceptable condition of title affecting the Leased Premises;

(d) Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or

(e) The Solar Farm is damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises provided however, that Tenant shall use commercially reasonable efforts to mitigate such damage.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove its improvements as provided herein. Any rental fees paid prior to said termination date shall be retained by Landlord.

25.24. Rights to Site Improvements and Infrastructure Upon Termination.

(a) Mutual Determination to Extend. Any time prior to the expiration of the Term, Tenant may notify Landlord of Tenant's desire to continue leasing the Leased Premises after the expiration of the Term. In the event of such notice, Landlord and Tenant shall negotiate in good faith for the continuation of this Lease under mutually agreeable terms. In the event that Landlord and Tenant execute a new or extended lease of the Leased Premises at least thirty (30) days prior to such expiration of the Term, then the terms and conditions of such new or extended lease shall apply.

(b) Removal of Solar Garden. Except as otherwise provided in Section 24(a) above, upon the expiration of the Term set forth in Section 3 (as such Term may be extended as therein provided), Tenant shall be obligated to remove the Solar Farm from the Leased Premises, including any solar panels that may be owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to prorated rent payments, access and said removal as if still a tenant. Tenant agrees to maintain an escrow fund to cover the costs of, inter alia, the removal of the Solar Farm pursuant to this Section 24(b). Tenant further agrees that, once such escrow fund is fully funded, Tenant shall not allow the balance of such fund to fall below \$10,000.00 until the Solar Farm has been removed as set forth in this Section 24(b).

(c) Noncompliance with Section 24(b). If Tenant either (i) abandons the Leased Premises or (ii) fails to remove the Solar Farm from the Leased Premises when required by Section 24(b) within the time period described therein, then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 22 hereof, may remove the Solar Farm at Tenant's cost. This Subsection 24(c) shall not apply in the event that the Landlord and Tenant enter into a new lease referenced in Section 24(a) above.

~~(a) Mutual Determination to Extend. Any time prior to the expiration of the Term (as such Term may be extended under Section 3), Tenant may notify Landlord of Tenant's desire to continue leasing the Leased Premises after the expiration of the Term. In the event of such notice, Landlord and Tenant shall negotiate in good faith for the continuation of this Lease under mutually agreeable terms. In the event that Landlord and Tenant execute a new or extended lease of the Leased Premises at least thirty (30) days prior to such expiration of the Term, then the terms and conditions of such new or extended lease shall apply.~~

~~(b) Removal of Solar Garden. Except as otherwise provided in Section 24(a) above, upon the expiration of the Term set forth in Section 3 (as such Term may be extended as therein provided), Tenant shall be obligated to remove the Solar Farm from the Leased Premises, including any solar panels that may be owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.~~

~~() Noncompliance with Section 24(b). If Tenant either (i) abandons the Leased Premises or (ii) fails to remove the Solar Farm from the Leased Premises when required by Section 24(b) within the time period described therein, then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 22 hereof, may remove the Solar Farm at Tenant's cost. This Subsection 24(e) shall not apply in the event that the Landlord and Tenant enter into a new lease or lease extension as referenced in Section 24(a) above.~~

29.25. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

30.26. Governing Law. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State in which the Leased Premises are located.

31.27. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

32.28. Survey and Testing. Tenant shall have the right during the Initial Option Period and any extension to inspect, survey, soil test, and make any other investigations necessary or useful to determine if the Leased Premises are suitable for construction and operation of the Solar Farm. If Tenant, within the above-stated time, determines that for any reason the Leased Premises is not suitable, this Agreement, upon written notice given to Landlord, shall become null and void; provided that at Tenant's sole expense the Leased Premises shall be promptly restored to its condition prior to such testing and investigations.

33.29. Oil, Gas and Mineral Rights. Landlord does not grant, lease, let, or demise hereby, but expressly excepts and reserves herefrom all rights to oil, gas, and other minerals in, on, or under and that might be produced or mined from the Leased Premises; provided however, that no drilling or other activity will be undertaken on the surface of the Leased Premises to recover any oil, gas, or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas, and mineral lease covering the Leased Premises or any part thereof, now of record in the office of the County Register of Deeds; provided that, within ten (10) business days of the date of Tenant's notice of its intent to exercise the Option, Landlord shall provide to Tenant a Nondisturbance Agreement in form reasonably acceptable to Tenant, executed and acknowledged by Landlord and the holder of any such oil, gas, or mineral lease. Landlord agrees not to enter into any future oil, gas, or other mineral lease or other conveyance covering the above-described lands or any part thereof during the Term of this Lease, unless (a) any such lease or conveyance expressly states that it shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Tenant under the terms of this Lease; and (b) within ten (10) business days of the date of creation of such lease or conveyance, Landlord provides to Tenant a Nondisturbance Agreement in form reasonably acceptable to Tenant, and executed and acknowledged by Landlord and the holder of any such interest.

34.30. Hazardous Waste.

(a) The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the state in which the Leased Premises is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance,"

“extremely hazardous waste,” or “restricted hazardous waste” under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1317), (vii) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), or (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (42 U.S.C. Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Landlord represents and warrants that, to the best of Landlord’s knowledge, (i) the Leased Premises have not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials, (ii) neither the Leased Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Premises, and (iv) the Leased Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a “Breach”), and if there is any condition which is contrary to the foregoing representations and warranties that gives rise to or results in liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Leased Premises and mitigate exposure to liability arising from such condition, and to keep the Leased Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such condition.

(c) The following indemnities are provided hereunder by Landlord and Tenant:

(1) Tenant agrees to indemnify, defend, and hold harmless Landlord, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys’ fees and expenses, consultants’ fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items arise out of the release of any Hazardous Substances on or about the Leased Premises by Tenant or Tenant’s employees, contractors, agents, successors, or assigns.

(2) Landlord agrees to indemnify, defend, and hold harmless Tenant, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys’ fees and expenses, consultants’ fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Substances on or about the Leased Premises except by Tenant or Tenant’s employees, contractors, agents, successors, or assigns, or (b) arise out of any Breach by Landlord, or (c) arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(3) Landlord agrees to indemnify, defend, and hold harmless Tenant, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of

action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, suffered or incurred by Tenant and its grantees as a result of (a) any Breach by Landlord, or (b) any matter or condition of the Leased Premises involving Environmental Laws or Hazardous Materials that was not caused by Tenant or its officers, partners, successors, or assigns and that existed on or arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Landlord represents and warrants to Tenant that Landlord has received no notice that the Leased Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Leased Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains.

(e) The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

35.31. Mechanic's Liens. Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or under Tenant.

36.32. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

37.33. Time of Essence. Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

38.34. Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

39.35. Real Estate Broker. Landlord represents and warrants that Landlord has not signed a listing agreement, dealt with, or otherwise agreed to pay a broker's commission, finder's fee, or other like compensation to anyone in connection with the lease of the Leased Premises or the transaction contemplated by this Agreement, and Landlord agrees to indemnify and hold Tenant harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Agreement.

40.36. Further Assurances. Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

41.37. Dispute Resolution. Any dispute between Landlord and Tenant arising under this Agreement shall in the first instance be addressed by taking the following steps: 1) by informal negotiations between Landlord and Tenant following an exchange of written notice of and response to

said dispute and for a period of time not to exceed 45 days unless extended by mutual agreement; and if not resolved by negotiations, then 2) by arbitration conducted by an impartial, neutral arbitrator consistent with the guidelines of the American Arbitration Association.

42.38. Right to Record. The Tenant shall have the right to prepare, execute and record a Memorandum of Lease, setting forth the general terms of the Lease and such other information as Tenant deems necessary. Tenant shall provide the Landlord a copy of the recorded Memorandum of Lease after recordation.

40. Interpretation. Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

41. Date of Agreement. The parties acknowledge that certain obligations of Landlord and Tenant are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement," or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Landlord or Tenant, whichever is the later to so execute this Agreement. The parties further agree to specify the date on which they execute this Agreement beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

TENANT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF _____,

COUNTY _____, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this _____ day of _____, 2014, by _____, who is _____ of _____, a _____, for and on behalf of the _____.

Notary Public for

My Commission Expires:

STATE OF _____,
COUNTY OF _____ to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this _____
day of _____, 2014, by _____, who is
_____ of _____, a
_____, for and on behalf of the _____.

Notary Public for

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PREMISES

EXHIBIT B

TENANT'S SURVEY OF THE LEASED PREMISES

To be revised by Tenant based upon the survey referenced in Section 2 of the Agreement.

EXHIBIT C
CERTIFICATE OF INSURANCE

EXHIBIT D**LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE**

This Landlord Consent to Collateral Assignment of Lease Agreement (this "Consent") is granted and made by _____ ("Landlord") in connection with certain Option Lease dated _____, 20 __, (the "Lease") by and between Landlord and _____ as Tenant.

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with _____ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Garden".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Tenant hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
 - a. Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Landlord's use of the Leased Premises shall be subordinate.
 - b. Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said Solar Garden, Site Improvements, Infrastructure, fixtures and personal property.
 - c. Except those interests appearing in the records of the county recorder(s) where the Solar Garden is situated, Landlord has not granted any interests in the Leased Premises to any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.

5. Landlord also acknowledges and consents:
- a. To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Farm.
 - b. To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral.
 - c. To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.
 - d. To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.
6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent to:

Attn: Mark Boyer, Authorized Representative
3005 Center Green Drive, Suite 205
Boulder, CO 80301
Telecopier Number: (800)646-0323
Telephone Number: (970)692-2592

with a copy in each case to:

[Lender Information]

Signatures on Next Page

IN WITNESS WHEREOF, Landlord subscribes this Landlord Acknowledgement Of Collateral Assignment as of this _____ day of _____, 20__

LANDLORD:

By: _____

Title: _____

STATE OF _____,

COUNTY _____ . to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this _____ day of _____, 2014, by _____, who is _____ of _____, a _____, for and on behalf of the _____.

Notary Public for
My Commission Expires:

"Town of Fairplay Form"

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of ____, 20__, by and between the Town of Fairplay, Colorado (the "Town") and _____ ("Licensee").

For and in consideration of the sum of one dollar (\$1) paid by the Licensee to the Town, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. THE LICENSE

Licensee wishes to acquire the use of Town-owned property described as _____ (the "Property"). Subject to all the terms and conditions hereof, the Town hereby grants to Licensee a license to occupy and use the Property for the purpose set forth in Section 2 herein.

SECTION 2. TERMS OF AGREEMENT

The Property may be used and occupied by the Licensee for the sole and exclusive purpose of _____

SECTION 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein. Upon termination the Property shall be returned to its original condition if determined necessary by the Town.

SECTION 4. MAINTENANCE

Licensee shall, at its own expense, keep and maintain in good repair any fixtures or structures constructed, placed, operated or maintained on the Property and, within thirty (30) days of termination of this Agreement, shall remove such fixtures if determined necessary by the Town.

SECTION 5. DAMAGE TO PROPERTY

Licensee shall be responsible for all damage to the Property arising out of or resulting from the use of the Property by the Licensee, its agents, employees, visitors, patrons and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Property. Licensee

shall correct and repair the damage within one (1) week of notification or knowledge of the damage unless otherwise directed by the Town.

SECTION 6. INDEMNIFICATION

Licensee agrees to indemnify and hold harmless the Town, its officers, employees and insurers, from and against all liability, claims and demands arising out of the placement, use and operation of the Property. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at his sole expense, or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

SECTION 7. INSURANCE

Licensee agrees to procure an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the Town of Fairplay as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with a combined single limit for bodily injury and property damage in the amount of the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*. A Certificate of Insurance showing the Town as an additional insured thereon shall be provided to the Town within thirty (30) days of execution of this Agreement. The failure to provide the Certificate of Insurance shall be grounds for immediate revocation of this License Agreement.

SECTION 8. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Town: Town of Fairplay
 400 Front Street
 P.O. Box 267
 Fairplay, CO 80440

To Licensee:

SECTION 9. MISCELLANEOUS

A. **Agreement Binding.** This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. **Applicable Law.** The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement.

C. **Amendment.** This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. **Headings.** The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

E. **Assignment.** Licensee may not assign or transfer this Agreement, except upon the express written authorization of the Town.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.

TOWN OF FAIRPLAY, COLORADO

By: _____
Gabby Lane, Mayor

ATTEST:

Tina Darrah, Town Clerk

LICENSEE

name

name

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of _____, 2007, by _____ as the _____ of _____.

My commission expires: _____

(S E A L)

Notary Public

S

A

M

P

L

E

"Sample from Silverthorne"

**REVOCABLE LICENSE AGREEMENT
FOR SULAS INDUSTRIES, INC.**

THIS REVOCABLE LICENSE AGREEMENT is given this 14th day of May, 2014, by the TOWN OF SILVERTHORNE, COLORADO (hereinafter "Town"), to SULAS INDUSTRIES, INC., whose address is 129 W. 10th St. Unit A, P.O. Box 1702, Silverthorne, CO, 80498 (hereinafter "Licensee"), together referred to herein as the "Parties."

RECITALS:

- A. The Town is the owner of certain real property located within the County of Summit, State of Colorado, more particularly described as a portion of Tract A, North Pond Park Subdivision, as shown on **Exhibit A**.
- B. Licensee desires to add improvements to the Licensed Area, as shown in **Exhibit B. (The "Licensed Area")**
- C. Private use of Town owned property requires a license agreement outlining the terms and conditions of that private use.

LICENSE

FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, the payment to the Town by Licensee of Ten Dollars and other good and valuable consideration, the delivery, receipt and acceptance of which are hereby acknowledged and confessed, the Parties agree as follows:

1. Grant of License

The Town hereby grants to Licensee a License over and across the Licensed Area, as shown on the attached **Exhibit B**, for the purposes and subject to the restrictions set forth herein. Use of the Licensed Area shall be for the Licensee, Town, and for general public access. Licensee shall be allowed access to the Licensed Area and a utility connection from the existing North Pond Park facilities.

2. Acknowledgment of Licensee

Licensee acknowledges that the Town's grant of this License does not grant any prescriptive rights in the Licensed Area to Licensee, and recognizes that the Licensed Area is held by the Town in trust for the benefit of the general public. Licensee further acknowledges the existence and applicability of Silverthorne Home Rule Charter, Section 12.11 which provides:

Revocable Permits

The Council may grant a permit at any time for the temporary use or operation of any street, alley or Town owned place, provided such permits shall be revocable by the Council at its pleasure, regardless of whether or not such right to revoke is expressly reserved in such permit.

3. Limitations on Use of the Licensed Area

- a. The Licensed Area may be used for the purpose of a Solar Demonstration Garden, and for installation, maintenance, and repair of such improvements as have been approved for the Sulas Solar Demonstration Garden at North Pond Park Site Plan. In no event shall the License Area be used for vehicular parking, snow storage, landscaping or other improvements.
- b. Licensee shall construct improvements within the Licensed Area in accordance with the approved Sulas Solar Demonstration Garden at North Pond Park Site Plan. Licensee shall maintain Licensed Area including but not limited to, general upkeep, vegetation mowing, maintenance and repair.
- c. This License is not exclusive. The Town reserves the right to make or permit such use of the Licensed Area as is not incompatible with the uses permitted to Licensee.
- d. Upon termination of this License for any reason, the Town has the right to require the Licensee to remove all or any portion of the improvements that it deems appropriate. Any remaining improvements shall become and remain the property of the Town.
- e. Licensee's use of the Licensed Area shall always and continuously be in compliance with all applicable Federal, State and local rules and regulations, specifically including those contained in the Silverthorne Town Code and associated regulations.

4. Damage

The Town shall not be liable for damage, restoration or reconstruction to the improvements caused by or occurring in connection with any work on the Town property or the Town Easements, or relating to the Town operations and maintenance by the Town or its authorized contractor.

5. Insurance

Licensee hereby covenants and agrees at all times during the term of this License to cause to be maintained comprehensive general liability insurance against all claims for personal injury, death, or property damage occurring on Licensed Area with minimum limits of liability of One Million Dollars (\$1,000,000) per person, One Million Dollars (\$1,000,000) per occurrence and Five Hundred Thousand Dollars (\$500,000) property damage. Licensee shall provide a certificate of insurance to the Town once annually.

6. Indemnification

Licensee, for itself, its successors-in-interest and assigns, hereby indemnifies and holds the Town harmless for and against any and all claims for injury or damage, including costs and attorney fees, arising out of its use and occupation of the Licensed Area pursuant to the License hereby granted.

7. Term of License; Revocation

This License shall be in force and effect from the date first set forth for a *minimum of three (3) years*, provided that the Town shall have the right to terminate this License upon 30 days' notice to Licensee with or without cause. The License expires if the Site Plan has not been completed as approved within the timeframe allowed by the Town Code.

8. Severability; Enforceability; Validity

If any term, covenant, condition or provision of this License or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this License or the application for such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent provided by law. Licensee agrees that if and to the extent this License conflicts with the Town's obligation to hold the Licensed Area in trust for the public, this License shall be declared invalid.

9. Binding Effect

This License shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors and assigns.

10. Recording

This License shall be recorded at the Licensee's expense, with the Summit County Clerk and Recorder's Office.

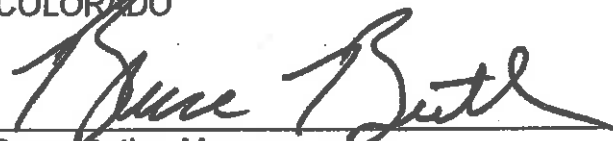
IN WITNESS WHEREOF, the Town and Licensee have executed this instrument the day and year first above appearing.

THE TOWN OF SILVERTHORNE,
COLORADO

ATTEST:



Michele Miller, Town Clerk



Bruce Butler, Mayor

SUSAN SCHLEU SCHULMAN
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20124066735
 My Commission Expires Oct. 15, 2016



Fin Doyle, President
 Sulas Industries, Inc.

STATE OF COLORADO)
) ss.
 COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 16th day of May ~~2012~~ 2012,
 2012 by Fin Doyle, as President of Sulas Industries, Inc.

Witness my hand and official seal.

My Commission expires: October 15, 2016


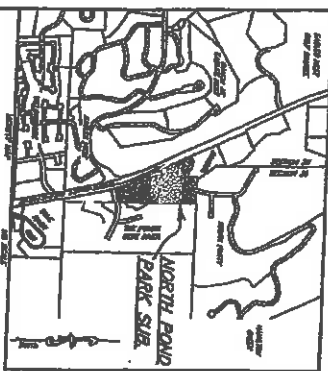
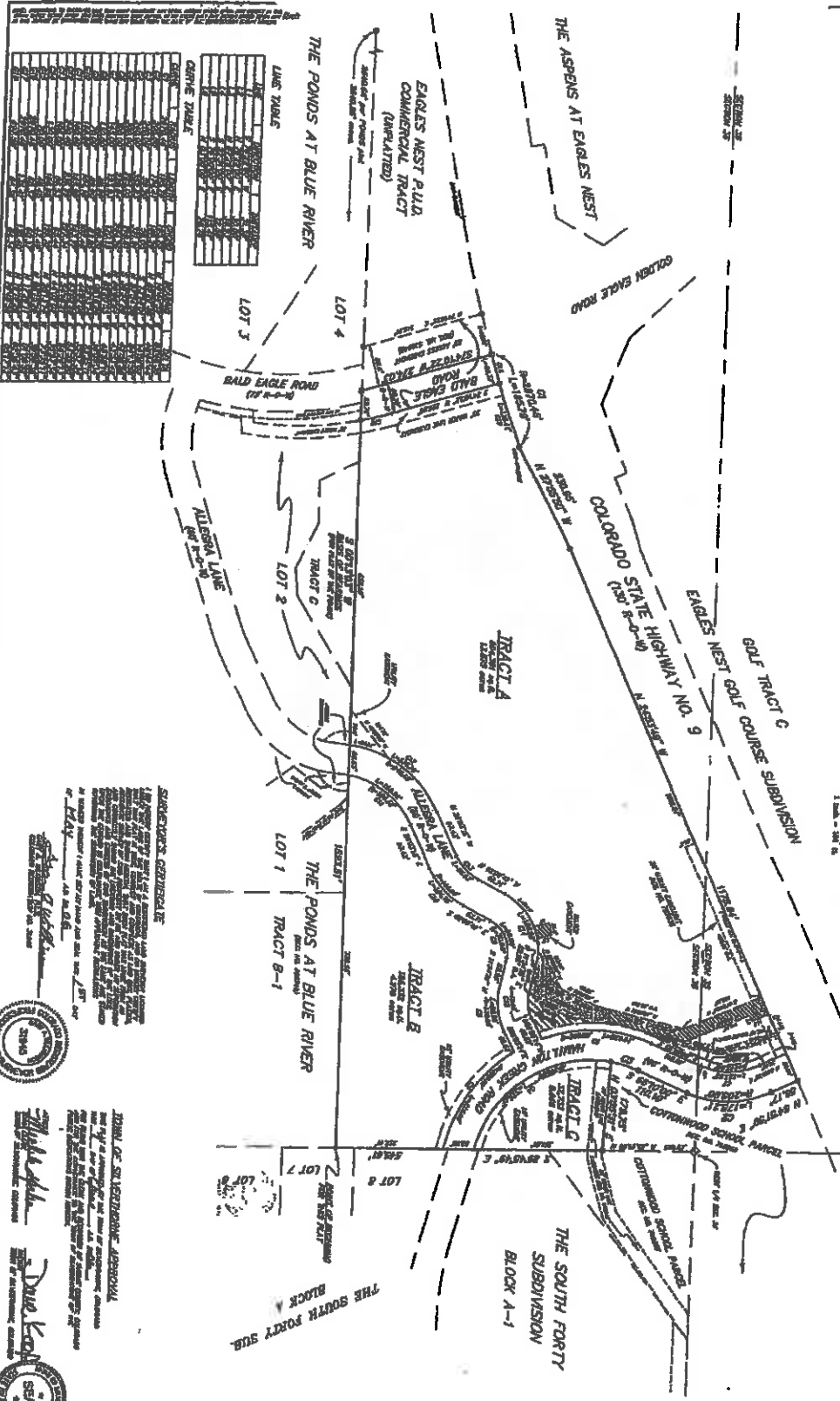
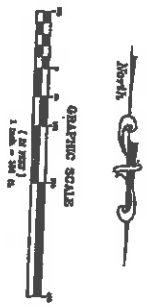

 Notary Public

Exhibit A



A FINAL PLAT OF
NORTH POND PARK SUBDIVISION
 LOCATED IN THE SW 1/4 SEC. 36 AND SE 1/4 SEC. 36, T.4 S., R.78 W. OF 6th P.M.
 TOWN OF SILVERTHORNE, SUMMIT COUNTY, COLORADO

- LEGEND
- Return to 4 Acres & 4 Acres (see map)
 - Return to 4 Acres (see map)
 - Return to 4 Acres (see map)
 - Return to 4 Acres (see map)
- DATE OF RECONSTRUCTION: MAY 1, 2008



SUBDIVISION CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original record of the subdivision of the land shown on the attached map, as the same appears on the records of the County Clerk of Summit County, Colorado.

Witness my hand and seal of office this 1st day of May, 2008.

John R. Quinn
 Surveyor

TOWN OF SILVERTHORNE APPROVAL

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original record of the subdivision of the land shown on the attached map, as the same appears on the records of the County Clerk of Summit County, Colorado.

Witness my hand and seal of office this 1st day of May, 2008.

John R. Quinn
 Surveyor

CLERK AND RECORDERS APPROVAL

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original record of the subdivision of the land shown on the attached map, as the same appears on the records of the County Clerk of Summit County, Colorado.

Witness my hand and seal of office this 1st day of May, 2008.

John R. Quinn
 Surveyor

ADDITIONAL NOTES

1. The area shown on this map is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 through 38-1-110.

2. The area shown on this map is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 through 38-1-110.

3. The area shown on this map is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 through 38-1-110.

ADDITIONAL NOTES

4. The area shown on this map is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 through 38-1-110.

5. The area shown on this map is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 through 38-1-110.

6. The area shown on this map is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 through 38-1-110.

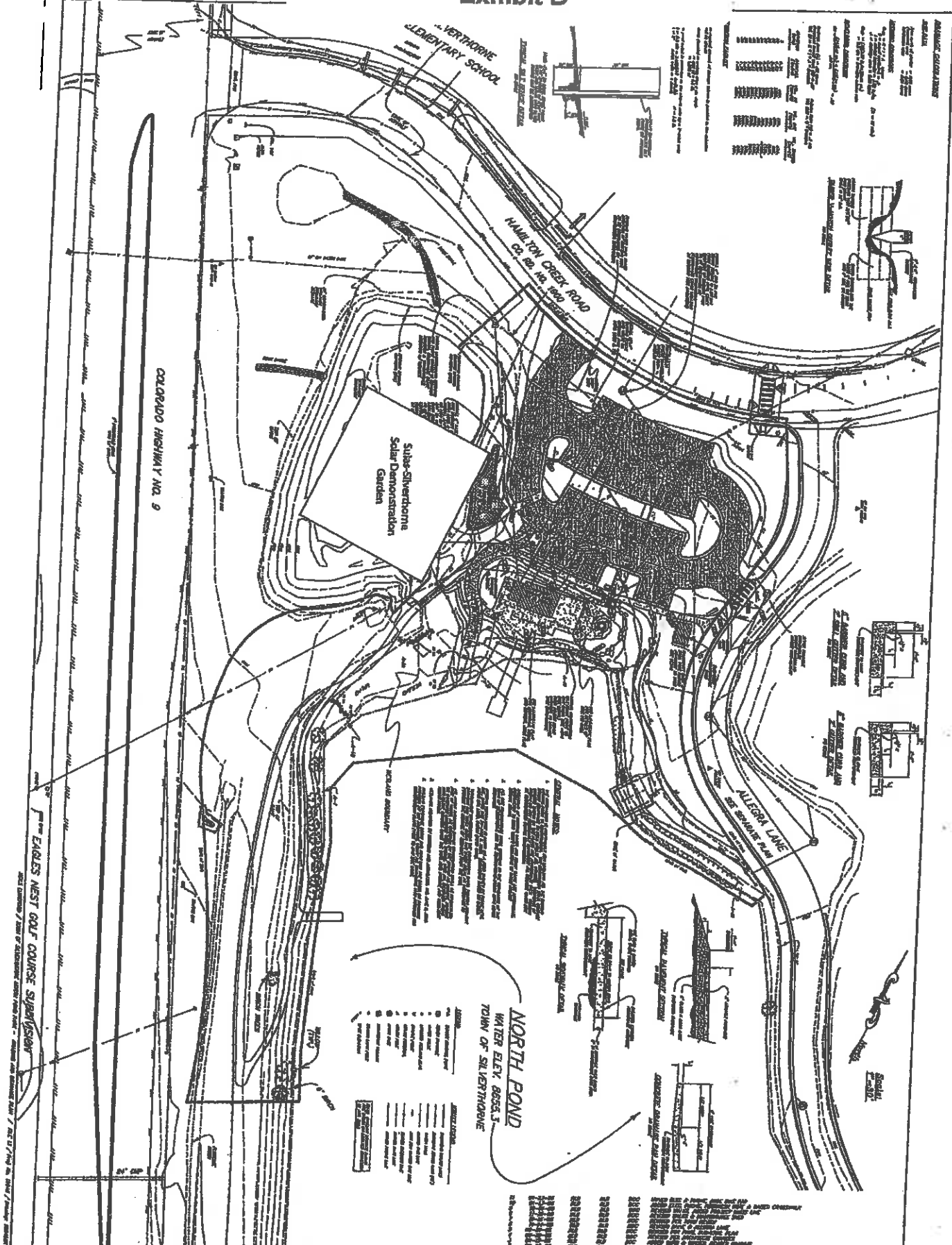
ADDITIONAL NOTES

7. The area shown on this map is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 through 38-1-110.

8. The area shown on this map is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 through 38-1-110.

9. The area shown on this map is subject to the provisions of the Colorado Subdivision Act, C.R.S. 38-1-101 through 38-1-110.

Exhibit B



GRADING, DRAINAGE AND EROSION CONTROL PLAN

HILLS LIMFORD
 340 BLAKE ROAD DRIVE
 SILVERTHORNE, COLORADO 80488
NORTH POND PARK
 TOWN OF SILVERTHORNE
 SQUANT COUNTY, COLORADO



R-A-N-G-E-W-E-S-T
 Consulting Engineers - Land Surveyors - Construction Managers INC.
 Box 503 Silverthorne, CO 80488 Phone 970 410-0201 Denver Office 323-0424

2006-9

Sheet 2 of 3
 02

EAGLES NEST GOLF COURSE SUPERVISOR
 10000 EAGLES NEST DRIVE, SILVERTHORNE, CO 80488
 719-485-1100
 10/12/05



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator
RE: Storage Containers in Fairplay
DATE: April 1, 2016

We have heard many comments/complaints about the proliferation of the Conex/Metal Storage containers in Fairplay. During the UDC process we had discussions in regards to these types of structures and the new UDC reflects that discussion by prohibiting them in Fairplay (see attached). The Police Department has compiled a list of all properties in the Town that have the Conex storage containers on them. Staff is looking for direction in regards to enforcement of the new code. A couple of options that have been discussed are:

- 1) Giving the property owners a set amount of time to remove the prohibited structure(s) from the property – numbers ranging from six months to three years have been discussed.
- 2) Giving the property owners an opportunity to make the structure(s) more attractive with acceptable siding, a pitched roof, etc.

As always, feel free to contact me with any questions prior to the meeting.

care homes and halfway houses or other facilities serving persons transitioning from jail or prison, and excluding substance abuse treatment and/or rehabilitation facilities.

Storage, indoor means the keeping of materials, merchandise, stock, supplies, machines, equipment, or manufacturing materials of any nature that are kept in a structure, regardless of how long such materials are kept on the premises.

Storage, outdoor means the keeping of materials, merchandise, stock, supplies, machines, equipment, or manufacturing materials of any nature that are not kept in a structure, regardless of how long such materials are kept on the premises.

Storage shed means a wooden, masonry or sheet metal structure specifically designed and suitable for storage. Metal shipping or storage containers, trailers, recreational vehicles or any similar devices or facilities not typically associated with storage are prohibited for use as storage sheds.

Story means the part of a building between the surface of a floor and the ceiling immediately above; or if there is a floor above, the portion of a building between the surface of any floor and the surface of the floor next above.

Street means a dedicated public right-of-way which provides vehicular and pedestrian access to adjacent properties. This definition shall include the terms road, lane, place, avenue, drive and other similar designations.

- a. Arterial street means a street which permits the rapid and relatively unimpeded movements of vehicular traffic between communities or major land use elements.
- b. Collector street means a street which collects and distributes traffic between local streets and major arterial streets.
- c. Local street (multi-family residential, business and industrial area) means a street which provides direct access to adjacent property and is designed in a manner to discourage through traffic movements, and should not intersect major arterial streets.
- d. Local street (single-family residential areas) means a street which provides direct access to adjacent property and is designed in a manner to prevent through traffic movements, and does not intersect major arterial streets.
- e. Limited access street means a street or highway which provides rapid and unimpeded traffic movement between urban centers. Access is partially or completely controlled with a primary grade separated by interchanges connecting only to major arterial streets.

Street, Cul-de-sac means a short local street having one end open to traffic and being permanently terminated by a vehicle-turnaround at the other end.

Street, Dead-end means a local street open at one end only and without a special provision for a vehicle turn-around.

Street, Private means a local street that is not dedicated or accepted for public use or maintenance which provides vehicular and pedestrian access to more than one property, business, or dwelling unit.

Street, Public means a street owned and maintained by a unit of government within an officially dedicated and accepted right-of-way to provide vehicular and pedestrian access.