

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, October 5, 2020 at 5:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay Colorado AND virtually via GoToWebinar**

Virtual Access Information to Join via Internet:

<https://attendee.gotowebinar.com/register/5232623525586274831>

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PLEASE SEE DETAILED INSTRUCTIONS AT THE END OF THE AGENDA

- I. **CALL TO ORDER WORKSESSION AT 5:00 PM**
 - A. **Worksession Regarding Water Supply Evaluation with SGM Engineering**
- II. **CALL TO ORDER REGULAR MEETING AT 6:00 PM**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL**
- V. **APPROVAL OF AGENDA**
- VI. **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 MINUTES** –August 17, 2020.
 - B. **APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$356,298.09
- VII. **SWEARING IN OF NEW POLICE CHIEF BO SCHLUNSEN AND POLICE SERGEANT BARB GROVER**
- VIII. **CITIZEN COMMENTS**
- IX. **UNFINISHED BUSINESS**
 - A. Other Discussion Items.
- X. **NEW BUSINESS**
 - A. Should the Board Approve Adoption of Resolution No. 29, series of 2020, Entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO EXTENDING REVOCABLE LICENSE AGREEMENTS FOR THE USE OF TOWN-OWNED PROPERTY WITH TIM MILLONZI/TAKA-SUSHI, INC., DBA MILLONZI’S RESTAURANT, BOBBY MCCALL/MCCALL ENTERPRISES, DBA MCCALL’S PARK BAR, AND ELLEN CANCHOLA/SOUTH PARK PUB AND GRILL, DBA PLATTE RIVER SALOON.”?**
 - B. Should the Board Approve Adoption of Resolution No. 30, series of 2020, Entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO ADOPTING THE PARK COUNTY HAZARD MITIGATION PLAN UPDATE DATED SEPTEMBER 2020.”?**
 - C. Should the Board Approve Adoption of Resolution No. 31, series of 2020, Entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING A LAND EXCHANGE AGREEMENT WITH SOUTH PLATTE PROSPECTS, LLC.”?**
 - D. Other New Business
- XI. **BOARD OF TRUSTEE AND STAFF REPORTS**
- XII. **ADJOURNMENT**

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, Oct. 1, 2020.

Upcoming Meetings/Important Dates

Staff Barbeque at Town Hall (Noon)
Regular Board Meeting

October 9, 2020
October 19, 2020

How to Participate in Virtual Meetings Using GoToWebinar

To help control the spread of the COVID-19 virus the Town of Fairplay will be conducting Town Board meetings both virtually and in person encouraging public participation as usual. These efforts will keep the community, elected officials, staff and residents safe while continuing to conduct important Town business

The Town will be using a virtual meeting format, in conjunction with the usual in person format, for the Town Board of Trustee meetings until further notice and will be utilizing GoToWebinar for the virtual component. To comply with State and County COVID-19 guidelines there will be a limited number of individuals allowed in the meeting room at one time. There will be additional overflow seating provided and **attendees will be asked to wear masks if attending in person.** The public may also participate virtually and the instructions below are provided to describe the various ways this can happen.

*****If you have any symptoms of COVID-19 or are feeling unwell, please attend our meetings virtually. If you are exhibiting symptoms you will be asked to leave the meeting room.*****

The link which will allow you to register for the meeting will be posted on the Town of Fairplay website, www.fairplayco.us under the "Mayor and Board of Trustees" tab and on the most recent agenda. On the most recent agenda there will be a link. Once you follow the link you will need to register for the meeting by providing your full name and email address. **Once you register, you will receive an email with a link and phone number you can use to join the meeting by web or by phone.**

Please note that if you plan to call into the meeting by phone **you must email your public comments to info@fairplayco.us by 4:30pm the day of the meeting.**

TO COMMENT IN ADVANCE IF YOU ARE PLANNING TO ATTEND BY TELEPHONE OR PHONE APP:

- Email info@fairplayco.us to submit your question/comment.
 - **Please be aware that if you join by telephone or phone app you will not be able to ask questions, participate in public hearings or make comments via voice. All public comments must be emailed prior to 4:30pm.**
 - Your comments will be included in the record and read at the appropriate time during the meeting.

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, Oct. 1, 2020.

TO JOIN THE MEETING BY TELEPHONE OR PHONE APP:

- You will need to register for the meeting via the link provided on the agenda and located on the Fairplayco.us website under “Mayor and Board of Trustees” and on the most recent agenda. You will see a link on the agenda to the registration page. Please enter your full name. After you fill out this form you will be sent an email that will provide instructions on how to join the meeting. **You are encouraged to do this ahead of time.**
- Join the live meeting through the instructions GoToWebinar sent to your email address after you followed the step above and registered.
- **If you are joining by telephone you will be required to enter an access code which is located below the “join in” phone numbers. Please note that you must complete the registration prior to receiving the call-in number and access code.**
- You will be joined to the meeting and automatically muted.

JOINING THE MEETING BY WEB AND COMMENTING:

- Join the live meeting through the instructions above.
- You will be joined to the meeting and automatically muted.
- You will be able to comment and/or ask questions by “chat” if attending by internet.
- You will be unmuted in certain cases, such as public hearings or at the Boards request, and able to speak directly to the Board and audience. **Please note you will still need to notify the moderator of your desire to speak via the “raised hand” feature or by commenting to organizers via the chat.**

HELPFUL TIPS FOR A GOOD VIRTUAL MEETING EXPERIENCE:

- If joining through the web, log on 5 minutes before the start of the meeting, since some online products require downloads and installations
 - Please be aware when downloading GoToWebinar to ensure you are on the official website. Scammers have been setting up downloads which, at first glance, appear to be run by GoToWebinar, but in actuality are not and can give a virus to your computer.
- Turn off nearby cellphones if you are using a computer to connect.
- Using a headset or headphones is recommended if listening online.
- **Only** have the virtual meeting application on your computer. If you are running other programs like email or have additional websites open in your browser, it may interfere with your ability to hear or see the information. For best results close all other windows and applications.
- Please limit distractions when possible—i.e. background noise, conversations with others, etc. when you are unmuted.
- Video streaming is a relatively new technology so please be mindful of the following things when connecting via the internet.
 - If you have an older computer, you may be better served by calling in by telephone.
 - If your internet is not reliable consider calling in by telephone

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, Oct. 1, 2020.



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Assistant Town Administrator and Public Works Director

RE: Water System Evaluation

DATE: September 17, 2020

In 2018 we experienced a significant water line break in the middle of an extremely dry summer. While the Town was still more than able to provide water to each system user the event caused staff, via direction from the Board, to begin an overall evaluation of the Town water system.

In 2019 the Town contracted with SGM Engineering, Inc. to begin an in-depth dive into the Towns water system. Upon the conclusion of the first study it was determined that an additional study would be needed in order to drill down into steps the Town can take to improve the redundancy and robustness of the water system in the future.

In your packet you will find the request for proposal staff sent for the second study as well as both of the studies themselves.

Angie Fowler from SGM is here tonight to go over the findings of the study with you all and answer any questions you may have.

WATER SUPPLY EVALUATION AND DEVELOPMENT PLAN

TOWN OF FAIRPLAY



August 2020

Prepared by



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WATER SUPPLY EVALUATION AND DEVELOPMENT PLAN

TOWN OF FAIRPLAY

PREPARED BY

DAVID SCHIOWITZ, PG
WILLIAM HAHN, PG
HAHN WATER RESOURCES

REVIEWED BY

ANGIE FOWLER, PE

SGM Project # 2018-499.006

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1.0 Introduction

The purpose of this report is to document the results of the SGM Team's (SGM and William Hahn of Hahn Water Resources) water supply evaluation of the Town of Fairplay's (Town) potable water system. SGM conducted a preliminary water system evaluation in 2019 (SGM, August 2019) and determined that the Town's water system is operating at the margins of its capacity and needed to evaluate options to improve its water supply before increasing water system demands (i.e., new developments).

This water supply evaluation included the following tasks:

- Updated and revised the existing water system demands and capacity,
- Conducted a hydrogeologic review of the Beaver Creek watershed,
- Inspected the Town's wells,
- Conducted aquifer testing,
- Rehabilitated Well 1, and
- Developed a water supply alternative development plan which documents the:
 - a. Results of the water supply evaluation,
 - b. Prioritization of upgrades to the existing water supply system, and
 - c. Recommendations.

2.0 Evaluation of the Water System Demands and Capacity

2.1 Current Demands and Capacity

The average daily demand (ADD) for the Town's water system is approximately 125,000 gallons per day (gpd) or 87 gallons per minute (gpm) if the wells were pumped continuously. **Table 1** shows the average monthly water demands based on the Town's well meter readings for the period of record from 11/1/2017 to 2/1/2019. Daily demands ranged from a minimum of 102,058 gpd (71 gpm) in April to a maximum of 160,025 gpd (111 gpm) in July.

Table 2 summarizes the current capacity data obtained during testing of the Town's three production wells.

SGM typically recommends using a 2/3 utilization schedule for groundwater sources, which means that a well would be pumped for 16 hours and rested for 8 hours a day. However, based on the hydrogeologic conditions in the wellfield and results of the aquifer testing completed on the Town's wells, SGM recommends that Wells 2R and 3R be pumped for about 20 hours and rested for 4 hours a day. SGM recommends pumping Well 1 for about 16 hours and allowing the well to rest for 8 hours a day. This schedule will help sustain the alluvial and shallow bedrock aquifers, prolong pump life, and help preserve instantaneous pumping rates of the wells. Using this schedule, the average daily capacity is 157,200 gallons.

Based on this analysis, the Town will have a shortfall during periods of peak demand during the summer or when one of the well goes off line (pump failure, water line break, etc.) requiring the Town to operate the wells for longer periods of time, and/or draw down its storage tank. Prolonged pumping of the wells without rest will likely reduce the instantaneous pumping rate of the wells and shorten the overall life of the pumps.



Table 1. Town of Fairplay Water Demands

Month	Acre Feet	Gallons Per Month	Gallons Per Day	GPM
January	11.84	3,857,167	124,425	86
February	10.56	3,440,619	122,879	85
March	11.24	3,661,777	118,122	82
April	9.40	3,061,734	102,058	71
May	11.31	3,685,460	118,886	83
June*	--	--	--	--
July	15.22	4,960,760	160,025	111
August	12.43	4,051,954	130,708	91
September	12.12	3,948,608	131,620	91
October	11.56	3,767,745	121,540	84
November	12.43	4,049,718	134,991	94
December	10.30	3,356,556	108,276	75
Average	11.67	3,803,827	124,866	87

*June 2018 records were not used in the average because of a water main break.

Table 2. Existing Well Capacity

Well	Instantaneous Capacity (gpm)	Utilization Factor	Daily Capacity (Gallons)
1	70	67.7%	67,200
2R	30	83.3%	36,000
3R	45	83.3%	54,000
Total	145		157,200

SGM applied a peaking factor of 2 to estimate the maximum daily demand (MDD) of approximately 250,000 gallons or 174 gpm. This exceeds the Town's current capacity of 145 gpm, indicating the potential for water shortages and drawdown of the Town's storage tanks. These results are consistent with the current demands documented in the SGM August 2019 report.

3.0 Beaver Creek Watershed Hydrogeology

3.1 Hydrogeology Overview

The Town's wellfield lies in the Beaver Creek watershed, a high-mountain watershed draining an area of approximately 10.1 square miles ranging in elevations from 8,600 to 12,000 feet. Beaver Creek is an ungagged tributary to the South Platte River and the wellfield is in the lower reaches of the watershed (**Figure 1**).

The geology in this area is complex and includes both sedimentary and igneous intrusive rocks. Sedimentary rocks belonging to the Minturn Formation underlie the wellfield area. These rocks consist of sandstones, shales, and thin beds of limestone.



Beaver Creek has eroded a narrow, 300 to 400-foot valley in the vicinity of the wellfield. The valley is filled with a mix of alluvial and glacial sediments to depths of up to about 50 feet. These sediments are underlain by fractured and weathered bedrock consisting of sandstone and shale. The portion of the Beaver Creek valley immediately below (south) of the wellfield is occupied by spoils left by a hydraulic dredging process employed in the recovery of placer gold.

One of the Town's wells (Well 1) obtains its water from shallow bedrock (\approx 220 feet) adjacent to and underlying the alluvial/glacial sediments. Well 1 may have penetrated a thin bed of limestone, although the drilling log only notes sandstone and shale. The remaining two wells (Wells 2R and 3R) obtain their water from the shallow alluvial/glacial sediments at depths of less than 50 feet.

3.2 Local Groundwater Resource Availability

Groundwater development potential of the Beaver Creek watershed was estimated using two independent approaches: a) estimate of the annual groundwater recharge for the watershed above the wellfield (i.e. estimated the amount of precipitation and infiltration into the aquifer); and b) estimated subsurface flow passing the wellfield that might be intercepted by wells.

3.2.1 Groundwater Recharge

No gages exist within the Beaver Creek watershed that measure surface discharge from the basin. As a result, there are no means by which a watershed model could be calibrated in the absence of surface water measurements. As such, a watershed model could only provide a rough estimate of the watershed yield and the groundwater development potential. To characterize the Beaver Creek watershed above the Town's wellfield SGM used the United States Geological Survey's (USGS) StreamStats application. StreamStats is a Web application that provides access to an assortment of Geographic Information Systems (GIS) analytical tools that are useful for water-resources planning and management, and for engineering and design purposes. Results from the analysis are included in **Appendix A. Table 3** summarizes the estimated mean monthly flows and volumes in Beaver Creek calculated from the StreamStats application.

Recharge to the aquifer was estimated using a 2011 study by CDM "Upper Mountain Counties Aquifer Sustainability Project – Final Report" which documented that in Park County the average groundwater recharge rate was approximately 2.3 inches per year. Given that the Beaver Creek watershed is 10.1 square miles (6,464 acres) the estimated recharge rate using the CDM information is approximately 1,238 acre-feet (AF) per year in the watershed above the wellfield. This quantity of recharge does not represent the amount of water that may be available for development. A portion of the recharge includes baseflow discharges that occur within a few months of recharge events. CDM estimated that in Park County, approximately 62.7% of the total recharge was available for development; therefore, potentially developable annual recharge in the Beaver Creek watershed above the wellfield is approximately 777 AF.

SGM reviewed permitted and constructed wells in the Beaver Creek watershed above the Town's wellfield and determined that there are approximately 41 which are generally used for household use only, domestic, and stock watering (Exempt Wells). Exempt wells are typically limited to a withdrawal of no more 15 gpm and are usually limited to approximately 1.0 AF per year; therefore, it is estimated that there is an annual withdrawal from other wells in the area above the Town's wellfield of approximately 41 AF.

Table 3. Beaver Creek Estimated Mean Monthly Flow

Month	Mean Flow* (cfs)	Mean Volume (AF)
January	1.9	114
February	1.7	96
March	1.9	114
April	3.9	231
May	28	1,722
June	56.7	3,374
July	20	1,280
August	8.2	504
September	4.8	286
October	3.8	232
November	2.8	165
December	2.1	130
Average/Total	11.3	8,198

The Town wells typically produce approximately 130 AF per year from its wellfield leaving a net recharge of approximately 606 AF per year. Note that annual recharge will fluctuate with climatic conditions and could decrease due to sustained drought conditions.

3.2.2 Subsurface Flow

We conducted an independent calculation of subsurface outflow from the basin, where that outflow represents the combined subsurface flow through the alluvial sediments underlying the wellfield and the shallow bedrock. In this analysis it was assumed there was no surface flow in Beaver Creek and that all flow was leaving the watershed as groundwater that potentially could be recovered. The analysis was based on the parameters listed in **Table 4**.

Table 4. Subsurface Parameters for Independent Evaluation

Parameter	Value	Source of Estimate
Alluvial width	400 ft	Measured
Shallow bedrock width	400 ft	Assumed equal to alluvial width
Alluvial (saturated) thickness	31 ft	Est from well logs
Bedrock (saturated) thickness	20 ft	Est from well logs
Hydraulic conductivity alluvium	50 ft/day	Est from well testing (Lytle)
Hydraulic conductivity bedrock	340 ft/day	Est from well testing (Lytle)
Hydraulic gradient (alluvium and bedrock)	0.028	Assumed equal to slope of Beaver Ck

Subsurface flow through a cross-section of the alluvium and shallow bedrock at the wellfield was estimated to be about 1 cfs (about 2 AF per day) or 724 AF per year, which is within the range of the groundwater recharge estimate discussed previously (777 AF per year). It should be noted that there is significant uncertainty in this estimate and the degree to which this water could be intercepted by a wellfield.

4.0 Well Inspections, Aquifer Testing, and Well 1 Rehabilitation

4.1 Well Inspections

The Town's wellfield is in the Beaver Creek watershed and includes the following structures: Well 1 (a shallow bedrock well), Well 2R, Well 3R, Well 4R, Well 4 (original well), and an infiltration gallery (**Figure 2**). **Table 5** summarizes the permit and construction details for the wells. Three wells (Well 1, Well 2R, and Well 3R) are approved for use in a public water system by the Colorado Department of Public Health and Environment (CDPHE) and have valid well permits issued by the Colorado State Engineer's Office (SEO), Division of Water Resources. Well 4 is equipped with a pump but has not been certified for use in the Town's water system by CDPHE. Well 4R was drilled as a replacement for Well 4 (original well). Unfortunately, the yield of Well 4R was low (about 15 gpm) and did not warrant connecting the well to the system. The well has been retained by the Town as a monitoring and observation (M&O) well. Completion details for these wells are provided in **Appendices B through F**. In some cases, these drawings have been reproduced from prior studies. The drawing for Well 1 shows the well's construction as inferred from the well completion report filed with the SEO combined with information obtained in a down-hole video inspection performed in April 2005 by Layne Western.

Table 5. Well Information (all depths in feet below ground surface)

Well	Permit No.	Drilled Total Depth	Completed Depth	Screened Interval	Pump Intake Depth	Pumping Rate (gpm)	Comments
Well 1	36001-F	219	219	98-197	124	70	Alluvial well
Well 2R	36000-FR	50	50	39-46	≈ 49	38	Alluvial well
Well 3R	35999-FR	69	65	40-61	≈ 53	50	Alluvial well
Well 4	36002-F	48.5	47	27-42	-	≈40	Alluvial well, not permitted for use
Well 4R	36002-FR	-	-	-	-	<15	Permitted as observation well
Infiltration Gallery	36650-F	-	-	-	-	≈100	Alluvial source

Water produced by Wells 1, 2R, and 3R is conveyed through separate pipelines to a pumphouse where the water is metered, chlorinated, and delivered to a 500,000-gallon storage tank adjacent to the building, where the discharge from the wells is combined. This building houses the metering, electrical, and chlorination equipment associated with the wells (hereinafter referred to as the plant). Water is conveyed to Town from the 500,000-gallon tank.

Surface facility inspections (excluding the infiltration gallery) were conducted in March 2020. Surface facilities at the operating wells (Wells 1, 2R, and 3R) are in good condition. Each well

is finished with a concrete apron in full contact with the surface casings. Electrical switchgear is housed in a weather-resistant metal cabinet. Each well is surrounded by a 6-foot chain link fence and gate with locked access. The well-heads are each equipped with a bolted well cap that includes an inverted, screen-covered breather cap.

All wells are equipped with submersible pumps. In the case of Well 1, the pump is suspended on a spool-type pitless adapter. Wells 2R and 3R are equipped with side-mounted pitless adapters. None of the wells had provision for measuring water levels at the time of the inspection. In the case of Well 1, the pitless spool (located about 10 feet below the top of casing (TOC)) occupied the full interior of the casing and there was no means to gain access to the water levels except through machined passages for wires. An airline was installed in Well 1 once the pump and spool had been removed in preparation for well rehabilitation activities. In the case of Wells 2R and 3R, there was sufficient clearance between the 8.625-inch casing and the pitless unit to gain access to water levels.

There are several improvements to the surface facilities at Well 4 that would be required if the well is to be placed into service (alternatives for placing Well 4 into service are described in Section 4.4). These improvements include placement of a reinforced concrete apron and installation of fencing with a locked access. We recommend replacing the existing pitless adapter with a smaller, more compact unit such as what is installed at Wells 2R and 3R. This would require exposing the well casing to a depth of about 6 feet. Once the pitless is in place, it will be possible to place a continuous seal around the casing, allowing for the seal to be tied into the concrete apron. Use of this well was suspended by the Colorado Department of Public Health and Environment (CDPHE) following their finding that the well produces groundwater under the influence of surface water and would therefore require treatment as if the well produces surface water. While it may be possible to convince CDPHE to reverse this finding, doing so would require, among other things, significant structural changes to the down-hole portions of the well. The cost of such changes could easily exceed the cost of a new well.

4.2 Well and Aquifer Testing

4.2.1 General Well Pumping Background and Information

When a well is pumped, the water table around that well is lowered. The shape of the lowered water table resembles that of an inverted cone – the greatest decline in water table is at the well being pumped while the amount of decline decreases with increasing distance from the pumping well. If a second well lies within this area of water table decline, it is said to experience “interference”. Water level interference is the amount of lowering at a well caused by pumping of another well. With two wells pumping simultaneously, they will each cause interference at the other. In such a case, the yield of both wells will be diminished.

4.2.2 Well Testing Approach/Methodology

Wells 1, 2R, and 3R were tested over short periods to determine their short-term yields and the magnitude of water level interference between the wells. Testing of Wells 2R and 3R involved collecting water level measurements (both hand measurements and instrument-recorded) in the well being pumped, the idle well, and intermittent measurements in Well 4R (Well 4R lies about midway between 2R and 3R). In the testing of Well 1, both 2R and 3R were equipped with water level recording instruments to determine whether there was any interference between Well 1 and Wells 2R and 3R. Water pumped from the wells was

discharged directly to the plant. Discharge rates were measured using instantaneous reading flow meters.

Testing of Wells 2R and 3R involved pumping of each well at three to four rates of discharge for a period of approximately 60 minutes at each rate. Discharge rates were adjusted at the plant, using a ball-valve downstream of each well's flow meter. This methodology is often referred to as step-drawdown testing. Results from the step-drawdown testing are shown in **Figures 3a-c** and **Figures 4a-c**.

4.2.3 Well 2R Testing Results

Well 2R was tested at 22 gpm, 31 gpm, 32 gpm and 36 gpm. The 36 gpm discharge rate was monitored overnight. Drawdown occurred almost immediately at each discharge rate and ranged from about 15 feet to 35 feet depending upon the rate of pumping (**Figures 2-a-3b**). When the well was shut-off recharge occurred quickly with 90% water level recovery in 4 minutes and 100% in 132 minutes indicating that there is available recharge and that Well 2R is not mining the alluvial aquifer (**Figure 3c**). ***Based on the aquifer test SGM Team recommends a sustained pumping rate of 30 gpm for Well 2R.***

4.2.4 Well 3R Testing Results

Well 3R was tested at 23 gpm, 35 gpm, 47 gpm and 56 gpm. The 56 gpm discharge rate pulled the water level near the pump intake in 20 minutes; therefore, this step was ended, and the well could recover (**Figures 4a-4b**). Drawdown occurred almost immediately at each discharge rate and ranged from about 13 feet to 38 feet depending upon the rate of pumping. When the well was shut-off recharge occurred quickly with 90% recovery in 7 minutes and 100% in 40 minutes indicating that there is available recharge and that Well 3R is not mining the alluvial aquifer (**Figure 4c**). ***Based on the aquifer test the SGM Team recommends a sustained pumping rate of 45 gpm for Well 3R.***

Wells 2R and 3R both lie within and ultimately obtain their supply of water from the alluvial/glacial sediments occupying the Beaver Creek valley. While the hydraulic connection between the stream and the sediments from which the wells derive their water is indirect, the stream is likely recharging the alluvial/glacial sediments. As a result, the wells appear to be able to sustain constant pumping for extended periods, provided there is a continuing source of recharge.

4.2.5 Well 1 Testing Results

Water level measurements in Well 1 were made using airline installed while the pump was out of the well for rehabilitation work. The initial rate of pumping Well 1 (80 gpm with the valve fully open) caused an initial drawdown of about 2 feet. Pumping the well at lower rates, as would have been done for step testing, would not have resulted in significantly less drawdown, potentially within the range of accuracy of the airline. A constant discharge test was also performed on Well 1. The well was pumped continuously at a rate of 78 gpm for about 20 hours, at which time it was returned to normal operations. **Figure 4** depicts the change in water level vs. time. ***The initial testing results indicated that Well 1 would be able to sustain a pumping rate of about 70 gpm.*** Well operations over the following several weeks indicated that in the case where the well is pumped continuously, without rest, the sustainable pumping rate is significantly lower. This is discussed in the following section.

4.2.6 Well 1 Rehabilitation

There were no records of any rehabilitation work having been done on Well 1. A borehole video log of Well 1 obtained in April 2005 suggested there may have been a partial loss of hole at the bottom of the well. The log also showed a situation in which the perforated liner (5.5-inch PVC) was not installed to the bottom of the well, but instead stopped about 20 feet from the bottom (see inferred construction log in **Appendix B**). The rock exposed in the walls of the well near bottom appeared as if it may have been limestone. Considering these circumstances, a well rehabilitation program was initiated that consisted of acidization (10 gallons of Liquid Acid Descaler, Cotey Chemical Corp, a mix of hydrochloric and hydroxyacetic acids), surging, jetting to the full depth of the well, and final chlorination. The acid was re-circulated in upper part of the well for 24 hours. The work was performed by Samuelson Pump under direct contract with the Town.

The well water levels couldn't be measured prior to start of the rehabilitation work, as access to water levels was prevented by a spool positioned about 10 feet below TOC. However, there were several indications that the rehabilitation was successful. A substantial amount of debris was cleared from the well during the airlift process. The debris included pipe scale and rock fragments, including limestone. The well was pumped for a 30-minute period prior to re-seating of the pump. Discharge from the well was measured at 86 gpm using an in-line turbine meter. The static water level was measured at about 82 feet, while the pumping water level at the end of the 30-minute period was about 84 feet.

4.2.7 May 5, 2020 Water System Issues

An unusually high demand for water began on May 5, 2020 and continued for over a week. This demand was traced to multiple water system leaks and a potential unmetered water use related to maintenance activity. On May 8, total wellfield pumping exceeded 180,000 gallons. As a result, we estimated that the wells were running 20 to 24 hours, uninterrupted. This incident provided insight to the performance of Well 1 that was not evident in the 20-hour test. The principle conclusions from this event are a) Well 1 appears to draw its water from a finite reservoir that recharges comparatively slowly, and b) Well 1 should be operated with a period of "rest" to allow for recovery. We recommended additional instrumentation and testing of Well 1 to better define limitations on operation of the well.

4.2.8 Well 1 Pump Performance

A new pump was installed in Well 1 in January 2020. At that time, discharge from the well was measured at about 90 gpm. Discharge began to decline shortly thereafter, and by early April had fallen to around 75 gpm. Our initial calculations suggested that the pump's performance *may* have been falling short of its design performance. Following the well rehabilitation work, the original pump was reinstalled. As was the case earlier in the year, the well initially produced about 90 gpm however the discharge again declined to a rate in the low to mid 70 gpm range. Testing of the pump prior to its being re-seated in the well's pitless adapter (where losses between the well and the plant would not be a factor) again suggested that the pump may have been underperforming. There were several electrical checks made on the pump, all falling within the expected range.

In April of 2020, Living Water LLC, the supplier of the original pump, pulled the original pump and replaced it with a spare pump owned by the Town. Both pump and motor were replaced as a unit. Living Water also replaced 4 lengths of 2-inch galvanized column pipe with PVC

pipe. This was done to minimize any friction losses that might be occurring within the column pipe. The spare pump produced about 90 gpm, similar to the original pump. The pumping water level was measured at about 101 feet below the top of the pitless adapter at that time. Considering the range of pumping water levels and the corresponding discharge rates we have observed over a several month period, we continue to question the pump's performance. Unfortunately, there may be other factors that are not easily investigated (such as the condition of the electrical wire between the well and the plant, the condition of the pipeline between the well and the plant) that may affect performance of the pump. Long term, continuous monitoring of well discharge and pumping water levels would be of value in understanding the well's performance. This information would help in determining the degree to which well production is related to installed equipment, wiring, and piping as opposed to a decline in pumping water levels related to water storage within the aquifer.

At this time, we understand the Town may be considering purchase of a spare pump for Well 1, which would allow the Town to return the original pump (the pump installed in January) to the supplier for factory testing. We also understand the Town is considering additional instrumentation for Well 1 that would allow collection of continuous, long-term records of well performance and possibly additional short-term testing.

4.2.9 Wells 2R and 3R Rehabilitation

It appeared that Wells 2R and 3R may have been rehabilitated within the last 5 to 7 years (per communications with Mr. Vaughn Mead). Unfortunately, there were no records of "before" and "after" testing that might have allowed for a quantitative evaluation of the effectiveness of the rehabilitation efforts. Mr. Mead recalled that there were no significant gains in productivity at Wells 2R and 3R following the rehabilitation.

5.0 Groundwater Development Plan

All new facilities will require a design-level review by CDPHE as components of a public water supply. CDPHE may choose to conduct additional evaluations where there is a possibility for a classification of groundwater under the direct influence of surface water (GWUDI) or where facilities are intended for treatment of GWUDI water. In addition, CDPHE may choose to revisit their earlier classifications (Wells 2R and 3R are not GWUDI) and potentially modify their earlier conclusions.

Some of the alternatives discussed below will require permits from the State Engineers Office (SEO). Similarly, some of the alternatives described below could be undertaken without the need for an application in the Division 1 water court, while others will require a water court application. There are inherent risks and costs in attempting to modify or file a new water court decree. We encourage the Town to consult with their legal counsel on these issues.

The following describes alternatives for developing additional capacity in the Beaver Creek watershed in the vicinity of the existing wellfield.

5.1 Replace Well 1

Well 1 is the most productive of the Town's three (3) operational wells. The well was successfully rehabilitated in April 2020. Rehabilitation consisted of airlifting, jetting, and acidization. Well 1 yield is around 75 gpm as presently configured, when operated on a cycle



of 12 to 16 hours of pumping per day. Further testing of the well and the installed pump may suggest a revised yield.

The replacement well would be located outside of the limits of the alluvial aquifer and would be constructed to obtain its water supply from the bedrock aquifer (tributary to Beaver Creek). As such, the source should not be subject to CDPHE's GWUDI treatment rules.

Construction of a replacement well would require a permit from the SEO but would not require a water court application if located within 200 feet of existing Well 1. The replacement well could be drilled under a M&O well permit but designed and constructed to standards consistent with a potable supply well. The diameter of the well should be enough to accommodate a 6-inch diameter pump. If the yield of the well proves to be significantly greater than the yield of Well 1, Well 1 would be abandoned and the replacement well placed into service.

While a replacement well could add capacity to the wellfield, the system would still lack redundancy. For example, with Well 1 out of service, the two remaining wells (Wells 2R and 3R) are unable to meet demand for longer than a few days.

5.2 Install a Supplemental Well to Well 1

Colorado rules provide for construction of a well, "...in addition to an original well or other diversion, for the purpose of obtaining the quantity of the original appropriation of the original well..." [CRS 37-90-103]. Design of a supplemental well would be like the design of a replacement well. As with the replacement well, the supplemental well would be constructed outside of the alluvial aquifer limits and would therefore obtain its supply from shallow bedrock. Unlike the replacement well, a supplemental well would not be subject to the 200-foot limitation. Given the well's proposed construction, it should not be classified as GWUDI. Permitting and use of a supplemental well would require a water court application. The Town's water rights attorney may be able to provide details on the potential issues and drawback of filing a new application. A supplemental well would provide additional capacity and some redundancy to the system.

5.3 File for an Alternate Point of Diversion

Alternate point of diversion means "...any well drilled and used, in addition to an original well or other diversion, for the purpose of obtaining the present appropriation of that original well, from more than one point of diversion." [CRS 37-90-103] The Town holds multiple water rights - the most senior decree is for a flow rate of 1 cfs from Beaver Creek, adjudicated in Case No. 1636. The Town has a second right for 0.4 cfs that could be used for municipal purposes decreed in Case No. CA3286. In Case No. 87CW149, the cumulative water associated with these rights (1.4 cfs) could be diverted through four wells on Beaver Creek, plus an infiltration gallery constructed in the Beaver Creek alluvium. All structures (4 wells plus infiltration gallery) have been decreed as alternate points of diversion¹.

It may be possible to have the second bedrock well decreed as an alternate point of diversion. In such a case, the Town *may* be required to abandon the infiltration gallery. Such a well

¹ The Town also holds an irrigation right for 10.0 cfs decreed in Case No. 1678, although that right would not be considered for the purposes of this evaluation.

would not be subject to the 200-foot distance requirement. Given the proposed well's construction, it should not be classified as GWUDI. Permitting and use of a supplemental well would require a water court application. A well operating as an alternate point of diversion would provide additional capacity and some redundancy to the system.

5.4 Replace Well 4R

Well 4R was drilled as a replacement for the original Well 4. Unfortunately, Well 4R did not yield sufficient quantities of water to justify placing the well into service. It would be possible to attempt a second replacement for Well 4 at a location within 200 feet of the original well. As with any well, there is a risk of not encountering suitable aquifer materials capable of yielding usable quantities of water. The construction of such a well would be subject to review by CDPHE as to whether they would classify the well as GWUDI. It is impossible to predict in advance the proofs that may be required to convince CDPHE that the well should not be classified as GWUDI, however, a desktop evaluation of existing and available information could be conducted to help limit a GWUDI classification.

It is also unclear to what extent such a review might trigger a review of earlier findings on Wells 2R and 3R. A replacement well for Well 4R would require a permit from the SEO. It would not require a water court application. A well operating as a replacement for Well 4R would provide some redundancy to the system, as Well 4R is not currently permitted for use by the CDPHE.

5.5 Activate Infiltration Gallery

The infiltration gallery has been tested for short periods of time at over 100 gpm; however, additional testing would be needed to confirm this rate. The infiltration gallery produces water that would likely be classified as GWUDI. As such, any water produced by the gallery would require treatment based on the water quality. It may be possible to treat the water with additional filtration and increased chlorination (see Section 5.5.1 of SGM's August 2019 Water System Evaluation), alternatively a small scale, "portable" membrane facility could be used; however, this needs to be investigated further. If the intention is to treat this water separately, water produced from the gallery would need to be conveyed to the old water treatment building separately from the well water. Water thus treated could be blended with raw groundwater upstream of the existing 0.5 million-gallon (MG) storage tank. The infiltration gallery is already decreed as an alternate point of diversion and would not require a hearing with the water court. The facility would require review and inspection by CDPHE. It is unclear to what extent such a review might trigger a review of earlier findings on Wells 2R and 3R.

5.6 Activate Well 4 with a GWUDI Classification

With relatively minor surface improvements, this alternative would reactivate Old Well 4 (yield about 40 gpm) as a GWUDI source. Water from Old Well 4 could be conveyed to the plant in a separate, existing pipeline. As with water produced by the infiltration gallery, this could be treated with a small scale, "potable" membrane facility and then blended with raw groundwater upstream of the existing 0.5 MG storage tank or the existing facility could be upgraded as described in SGM's Water System Evaluation (August 2019). Well 4 is already decreed as an alternate point of diversion and would not require a hearing with the water court. The facility would require review and inspection by CDPHE. It is unclear to what extent such a review might trigger a review of earlier findings on Wells 2R and 3R.

5.7 Install a Horizontal Well

A horizontal well could be constructed as a replacement well for Old Well 4. Such a well would presumably be subject to the same limits on offset distances as a vertical replacement well. The horizontal well would be subject to review by CDPHE for classification as GWUDI. Previous CDPHE findings that Wells 2R and 3R were not GWUDI were based in part on drilling logs demonstrating that the water-bearing sediments supplying water to the wells were overlain by low-permeability confining beds. Proof that a horizontal well should not be classified as GWUDI is made more difficult by the fact that there would be no direct information on the sediments overlying the horizontal portion of the well. This could be potentially remedied by exploratory drilling or geophysical investigation. This alternative would be like the alternative involving replacement of Old Well 4 with a vertical well.

5.8 Cost and Ranking

Table 6 summarizes the costs and ranking of the alternatives, including a planning level cost estimate for the capacity improvements only. Costs associated with meeting the GWUDI treatment requirements could be calculated as part of an additional scope of work, if needed. The rankings were made on a scale of 1 to 5, where 1 indicates high probability, and 5 indicates a low probability (but no guarantee) of success, where we define success as materially contributing to the overall reliability and yield of the Town's raw water supply.

Table 6. Summary of Alternatives

Alternative	Approximate Cost	Ranking	Comment
Replace Well 1	\$90,000	3	No additional redundant supply.
Install a Supplemental Well to Well 1	\$110,000*	1	Requires Water Court application
File for an Alternate Point of Diversion (2 nd bedrock well)	\$110,000	2	Requires Water Court application
Replace Well No. 4R	\$60,000	4	Potential GWUDI, may need additional treatment
Activate Infiltration Gallery	\$130,000*	2	GWUDI, needs additional treatment and testing.
Activate Old Well 4	\$15,000*	2	GWUDI, needs additional treatment
Install a Horizontal Well	\$220,000*	4	Potential GWUDI, may need additional treatment

*Does not include additional treatment or legal costs.

Treatment of GWUDI classified water may require a cartridge filtration or membrane water treatment system. The specific treatment process is highly dependent upon several factors including, but not limited to raw water quality, design flow, site characteristic, and well and treatment plant elevations. Typical costs to treat GWUDI classified water could range between \$500,000 to \$1,500,000. This estimate is based upon our experience with other water systems and does not include environmental permitting, electrical system upgrades, wastewater issues, potential backflow wastewater ponds and other unforeseen expenses. SGM recommends preparing 30%-level engineering plans and an Estimate of Probable Costs (EOPC) for a surface water "package" treatment plant (such as a low-pressure microfiltration

unit, or cartridge filtration) to help Fairplay assess the feasibility and costs of treating GWUDI classified water.

6.0 Conclusions & Recommendations

Following are the principle findings and recommendations from this investigation.

- The Town's three active wells have the following estimated sustainable yields:
 - Well 1: 70 gpm²
 - Well 2R: 30 gpm
 - Well 3R: 45 gpm
- We recommend operating Wells 2R and 3R for 20 hours a day and in preference to Well 1, such that Well 1 is given as much time as possible (preferably 8 hours) for recovery between pumping cycles.
- Well 1 should be equipped with continuous water level monitoring with remote (at the surface) access to the water level data. This could be accomplished with the existing airline, or, with a down-hole water level sensor and data logger (such as a pressure transducer). The resulting data on well pumping rates and static and pumping water levels will be extremely beneficial in determining the sustainable yield of the well and in optimizing its operation.
- There *may* be some benefit in lowering the pump in Well 1. There may also be some benefit in increasing the horsepower (hp) of the motor from the current 5 hp to 7.5 hp (subject to the plant being able to handle the added electrical load). We recommend deferring that decision pending a follow-up analysis of the well and pump performance following instrumentation of the well and a review of the well's performance based on the additional data that is collected.
- Additional wellfield production capacity is needed to provide system redundancy. With Well 1 out of service, the remaining wells are incapable of meeting demands greater than about 108,000 gpd if pumped continuously, which is not recommended. The average day demand which ranges from approximately 102,000 to 160,000 gpd exceeds the combined supply from Wells 2R and 3R in almost all the months.
- A supplemental bedrock well should be installed based on the water budget in Beaver Creek. This alternative could be implemented with relatively modest modifications to the facility (e.g. adding conveyance piping and power to a new well, modifying in-plant metering and piping) without introducing water treatment equipment that would be associated with any of the alternatives involving GWUDI. This alternative does require a water court application and we recommend consulting with the Town's water rights attorney on the issues and drawbacks involved.
- Concurrent with the work involved in adding capacity to the wellfield, we recommend upgrading the water treatment plant infrastructure as discussed in SGM's August 2019 Water System Evaluation. This will help effectively control the existing facility and accommodate increases to the raw water supply.

² In April and May of this year, Well 1 was pumped continuously for a 7+ days to meet daily demands that at one point exceeded 180,000 gallons per day. The yield of the well declined, eventually settling at about 35 gpm. Under conditions of continuous pumping for sustained periods such as this the well's yield is limited to about 35 gpm without changes in the capacity and setting depth of the pump. Considering this, we recommend cycling the well, such that the well is pumped for a period of about 16 hours, followed by a period of 8 hours of resting. In this circumstance we estimate the yield of the well to be about 70 gpm.

- a. We recommend proceeding with the development of 30%-level engineering plans and an EOPC for a surface water “package” treatment plant (such as a low-pressure microfiltration unit, or cartridge filtration) that will treat for the combined flows of the infiltration gallery and Well 4. This design process would include testing of the gallery to determine yield, and concept-level analysis of a lift-station, conveyance piping, and selection of a surface water treatment unit. Well 4 is fully operational and could deliver about 40 gpm to the plant. Moving forward with this alternative will also require some in-plant modifications (primarily piping and power).
- Due to the associated high costs of permitting and drilling of the horizontal well, we recommended pursuing this option only if the yield of the infiltration gallery proves to be insufficient to meet the Town’s needs.

7.0 References Cited

CDM, Upper Mountain Counties Aquifer Sustainability Project – Final Report, 2011.

R.J. Sterrett, Groundwater and Wells, Third Edition, Johnson Screens, 2007.

R.C. Heath, Basic Groundwater Hydrology, USGS Water Supply Paper 2220, 2004.

SGM, Town of Fairplay Water System Evaluation, August 2019.

REQUEST FOR PROPOSALS TOWN OF FAIRPLAY WATER SUPPLY EVALUATION SERVICES

DEFINITION:

The Town of Fairplay (Town) intends to contract with an engineering consulting firm for water supply evaluation services, specifically providing water system improvement recommendations, design and consulting services.

Attached is a Water Supply Evaluation report that was completed this summer. This report summarizes the current conditions of our water supply, treatment and distribution systems. The next phase of our Water Supply Evaluation Project will determine the availability of water in the Beaver Creek watershed and provide input on options to maximize the production of our water system. The results of this work will be documented in a final report that will summarize all work and evaluations done, include specific recommendations to upgrade the water supply system to meet current peak demands. The report shall also make specific recommendations for the Town to consider and plan for as water demands increase, by increments of 100 Single Family Equivalents (SFEs), up to 800 new SFE's.

Services may include, but are not limited to, the following:

- Review all available hydrogeologic data for the watershed area influenced by the Town's water rights ownership.
- Assess aquifer properties using available geologic mapping and any available well pumping and water level records,
- Review the presence and potential influence of upstream groundwater users, and
- Estimate water budget for Beaver Creek watershed to determine groundwater development potential.

The selected Consultant will also:

- Assess the current condition of the existing 3 wells,
- Conduct individual and combined pump test for all wells (fully instrumented testing),
- Conduct individual step drawdown tests, and
- Estimate well interference.

The selected Consultant will document the results of the well test and provide, if appropriate, rehabilitation or remedial actions for the 3 existing wells that support the goal for obtaining additional water supply to support future growth and development. The Consultant will provide additional details specific to the

location of any new wells and/or horizontal wells to maximize yield and meet future growth and development demands. This information will be compiled in a Development Plan that will prioritize of the recommended remedial actions and include probable costs estimates for all recommendations.

The selected firm shall also attend 2 Town Board of Trustees meetings. The Town staff will want to conduct two reviews of the Draft Development Plan prior to the final report issuance. Meetings with Town staff will occur on days selected firm is already planning to conduct the well assessments.

PROPOSAL PREPARATION

Interested firms should submit seven (7) copies of their proposal no later than 4:30 p.m. MST on **September 10, 2018**. The proposals will be delivered in a clearly labeled sealed package addressed to:

Fairplay Town Hall;
Attn: Town Administrator Tina Darrah
PO Box 267
901 Main Street
Fairplay, CO 80440

Submittals should contain a cover letter, not exceeding two pages, and concise informative responses to each of the selection criteria listed below. Other information may be included in an appendix.

EVALUATION CRITERIA

The Town's selection committee will evaluate proposals based on the following factors:

1. General background of the firm, available resources, subcontractors, and range of services. This section shall include a list of those individuals who will be working with the Town of Fairplay on a regular basis, as employees/principals of the Consultant, i.e. a staffing plan. For employees/principals/subcontractors of the Consultant, a brief statement of individual education, professional registrations and areas and years of relevant experience is required, as well as a brief list of representative clients.
2. Experience of the firm with similar water evaluation contracts. Include References.
3. Schedule to complete the work.
4. Cost to complete the work.
5. Quality of Presentation.

SELECTION PROCEDURE

Based on the information contained in proposals, an interview committee may invite two or more firms into individual discussions to determine which firm could best meet the needs of the Town. The interview team, if required, will consist of the Town Administer, Public Works Director, Mayor and/or members of the Fairplay Board of Trustees. The interview committee or the Town staff will negotiate a contract with the successful firm and make a recommendation to the Fairplay Board of Trustees for approval.

The Town of Fairplay reserves the right to reject any or all proposals received.

Questions should be addressed to the Public Works Director, Jim Brown, at (719) 836-2445. No pre-proposal conference will be held. Thank you for your interest. We look forward to receiving your proposal.

Best Regards,

Tina Darrah
Town Administrator

**MINUTES OF A REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
August 17, 2020**

CALL TO ORDER

A regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:00 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Mayor Just proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Eve Stapp, Scott Dodge, Josh Voorhis and Cindy Bear. Also in attendance was Town Administrator/ Clerk Tina Darrah and Assistant Town Administrator Mason Green.

AGENDA ADOPTION

Motion #1 by Trustee Voorhis, seconded by Trustee Bear, that the agenda be adopted as presented. Motion carried unanimously.

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 MINUTES – August 3, 2020.

B. APPROVAL OF EXPENDITURES—Approval of bills of various Town funds in the amount of \$171,513.11

Motion #2 by Trustee Dodge, seconded by Trustee Voorhis, that the agenda be adopted as presented. A roll call vote was taken: Dodge – yes, Stapp – yes, Just – yes, Voorhis – yes, Bear – yes. Motion carried unanimously.

CITIZEN COMMENTS

None offered.

UNFINISHED BUSINESS

Other Discussion Items

None offered.

NEW BUSINESS

Should the Board Approve Adoption of Resolution No. 27, series of 2020, Entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING AN UPDATED PERSONNEL HANDBOOK FOR THE TOWN OF FAIRPLAY."?

Staff comment was offered by Town Administrator Darrah explaining that Town Staff in conjunction with the Town Attorney had updated the Town's personnel policy to be in compliance with new laws pertinent to personnel related items. She noted that other than the "legal" sections, no other significant changes were made in comparison to the current policy.

Motion #3 by Trustee Bear, seconded by Trustee Voorhis, to approve adoption of Resolution No. 27, series of 2020, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING AN UPDATED PERSONNEL HANDBOOK FOR THE TOWN OF FAIRPLAY." A roll call vote was taken: Dodge – yes, Stapp – yes, Just – yes, Voorhis – yes, Bear – yes. Motion carried unanimously.

Should the Board Approve Adoption of Resolution No. 28, series of 2020, Entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING THE TOWN OF FAIRPLAY STAFF COMMUNITY VOLUNTEER PROGRAM."?

Staff comment was offered by Town Administrator Darrah explaining that this resolution approves a staff community volunteer program wherein Town employees are incentivized to volunteer with local non-profits by offering paid wages for up to 24 hours per year. She further stated that many of the Town employees are already volunteers in the community and this encourages them to continue to do so and hopefully encourages others to volunteer as well.

Trustee Voorhis offered the suggestion that the 24 hours could be added to an employees PTO in lieu of pay if the employee chooses.

Motion #4 by Trustee Bear, seconded by Trustee Stapp, to approve adoption of Resolution No. 28, series of 2020, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO

APPROVING THE TOWN OF FAIRPLAY STAFF COMMUNITY VOLUNTEER PROGRAM", with the change that the 24 hours of incentivized pay could be taken as PTO should an employee so choose. A roll call vote was taken: Dodge – yes, Stapp – yes, Just – yes, Voorhis – yes, Bear – yes. Motion carried unanimously.

Should the Board Approve Change Orders No. 1 and No. 2 with Betone Civil Constructors in the Amount of \$5,600 for Installation of 18" CMP Culvert w/ Catch Basin and Outlet Protection and \$500 for Installation of a CMP Culvert at Base of Access Road to Mitigate Drainage Issues?

Mayor Frank Just and Trustee Eve Stapp recused themselves from this agenda item due to conflict of interest and removed themselves from the meeting room.

Mayor Pro-tem Dodge took over running the meeting in the Mayor's absence and asked for staff comment.

Town Administrator Darrah offered staff comment explaining that Mayor Just's company, Betone, was awarded the contract to complete the Town Hall parking lot and access road to the river and stating that as they have been working on the project, several items have come up that were not addressed in the original bid/specifications. She explained that while most of the items have been taken care of by Mr. Just at no additional cost, for the installation of these two culverts – she encouraged him to submit change orders. She went on to explain that as they were working on the access road and the drainage in front of Town Hall – it became apparent that installation of a culvert would solve the drainage issues that have been an issue ever since purchasing the building. She further noted that the second change order was reflective of an unused town-owned culvert being installed near the base of the access road, again to correct obvious drainage issues that presented themselves as the road was being built. Ms. Darrah offered a recommendation of staff approval.

A brief discussion took place about the change orders, the cost associated with them, and the general work being performed by Betone.

Motion #5 by Trustee Voorhis, seconded by Trustee Bear, that the Board Approve Change Orders No. 1 and No. 2 with Betone Civil Constructors in the Amount of \$5,600 for Installation of 18" CMP Culvert w/ Catch Basin and Outlet Protection and \$500 for Installation of a CMP Culvert at Base of Access Road to Mitigate Drainage Issues. A roll call vote was taken: Dodge – yes, Voorhis – yes, Bear – yes. Motion carried. (Mayor Just and Trustee Stapp were not present for the vote due to recusal.)

Mayor Just and Trustee Stapp returned to the meeting room.

Other New Business

None offered.

BOARD OF TRUSTEE AND STAFF REPORTS

Assistant Town Administrator Green offered a brief staff report in regard to noxious weed spraying, road repair and paving, and answered questions about drainage on certain properties in Fairplay.

Town Administrator Darrah offered a brief staff report reminding that Board about the budget work session scheduled for August 24 at 5pm, reminding them that this will be the opportunity to talk about Board goals and capital projects for 2021.

Trustee Voorhis offered a brief comment complimenting Officer Barb Grover for her professional conduct on two different cases he recently witnessed her handle.

Mayor Just updated the Board on the electric vehicle charging stations, the parking lot paving, and the sign placement.

ADJOURNMENT

Mayor Just, noting that there being no further business before the Board, declared that the meeting be adjourned at 6:48 p.m.

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Treasurer
RE: Paid Bills/Financial Statements
DATE: 10/1/2020

Agenda Item: Bills

Attached is the list of invoices paid from August 13th through October 1, 2020

Total Expenditures: \$356,298.09

Upon motion to approve the consent agenda, the expenditures will be approved.

Attached are the financial statements for all funds through August 31, 2020.

Please contact me with any questions.

Report Criteria:

Detail report type printed

- Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/01/2020	16506	Business Connection	copies	1	09/15/2020	4.00	517214
10/01/2020	16506		copies	1	09/23/2020	4.50	105030
Total 280:						8.50	
09/15/2020	16482	Business Solutions Group,	envelopes	1	09/08/2020	74.04	105030
Total 292:						74.04	
09/02/2020	16448	Caselle, Inc	Software Support	1	08/01/2020	439.50	105060
09/02/2020	16448		Software Support	2	08/01/2020	439.50	517206
10/01/2020	16507		Software Support	1	09/01/2020	439.50	517206
10/01/2020	16507		Software Support	2	09/01/2020	439.50	105060
Total 334:						1,758.00	
10/01/2020	16508	Cash	new petty cash for public w	1	10/01/2020	100.00	101002
Total 340:						100.00	
09/09/2020	16473	Fairplay Flume	legal /ads	1	08/31/2020	12.38	106125
10/01/2020	16512		subscription	1	09/17/2020	41.00	105140
Total 868:						53.38	
09/09/2020	16474	Ferreligas	propane-501 main	1	08/14/2020	554.42	105195
Total 916:						554.42	
09/04/2020	16463	IKE Concrete	Concrete <i>shed</i>	1	09/03/2020	621.00	517670
Total 1156:						621.00	
09/09/2020	16476	Mountain View Waste	2 yd 2 monthly	1	08/31/2020	75.00	517675
Total 1414:						75.00	
09/09/2020	16478	Petrock & Fendel, PC	legal fees	1	09/01/2020	268.00	517360
Total 1648:						268.00	
08/18/2020	16426	Postal Pros Southwest, Inc	water billing	1	08/12/2020	278.42	517218
09/15/2020	16487		water billing	1	09/11/2020	310.45	517218
Total 1699:						588.87	
08/18/2020	16429	Town of Fairplay	501 main	1	07/31/2020	303.20	105195
08/18/2020	16429		850 hathaway	1	07/31/2020	107.40	105186
09/15/2020	16489		850 hathaway	1	08/31/2020	96.00	105186
09/15/2020	16489		501 main	1	08/31/2020	303.20	105195
Total 2134:						809.80	
10/01/2020	16520	United States Postal Servic	Bulk Mail permit	1	10/01/2020	240.00	105130

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2158:						240.00	
08/18/2020	16430	USABlueBook	supplies	1	07/27/2020	218.95	517670
08/25/2020	16442		Testing supplies	1	07/27/2020	1,261.68	517665
09/02/2020	16456		supplies	1	08/21/2020	44.04	517615
09/04/2020	16468		carb generator	1	08/26/2020	1,251.78	517670
Total 2176:						2,776.45	
09/02/2020	16457	Utility Notification Center	RTL Transmissions	1	08/31/2020	34.27	517455
09/02/2020	16457		RTL Transmissions	1	08/31/2020	37.25	517650
Total 2194:						71.52	
08/25/2020	16443	Verizon Wireless	jet pack	1	08/25/2020	40.01	105130
08/25/2020	16443		Phones and air cards	2	08/25/2020	329.68	105455
10/01/2020	16521		jet pack	1	10/01/2020	40.01	105130
10/01/2020	16521		Phones and air cards	2	10/01/2020	329.68	105455
Total 2212:						739.38	
08/18/2020	16431	Xcel Energy	945 quarry road	1	08/12/2020	11.51	517490
09/02/2020	16459		901 main	1	08/18/2020	201.52	105023
09/02/2020	16459		747 bogue street	1	08/18/2020	11.48	105841
09/02/2020	16459		1800 beaver creek road	1	08/18/2020	989.66	517495
09/02/2020	16459		chlorinator	1	08/18/2020	17.07	517470
09/02/2020	16459		fairplay sign #1	1	08/18/2020	11.60	105640
09/02/2020	16459		117 silverheels road	1	08/18/2020	10.72	105841
09/02/2020	16459		501 main	1	08/18/2020	211.90	105195
09/02/2020	16459		850 hathaway	1	08/18/2020	226.15	105186
09/02/2020	16459		san plant	1	08/24/2020	3,579.23	517680
09/02/2020	16459		1190 castello	1	08/25/2020	82.16	105650
09/02/2020	16459		200 2nd street	2	08/25/2020	96.95	517470
09/02/2020	16459		157 6th street	3	08/25/2020	67.99	105640
09/02/2020	16459		156 5th street	4	08/25/2020	10.72	105640
09/02/2020	16459		589 beach road	5	08/25/2020	10.72	105841
09/02/2020	16459		419 front street	6	08/25/2020	11.22	105640
09/09/2020	16480		street lights	1	09/01/2020	207.75	105640
09/22/2020	16505		945 quarry road	1	09/11/2020	13.39	517490
10/01/2020	16523		901 main	1	09/17/2020	219.81	105023
10/01/2020	16523		747 bogue	1	09/17/2020	15.31	105841
10/01/2020	16523		1800 beaver creek	1	09/17/2020	912.54	517495
10/01/2020	16523		sign #1	1	09/17/2020	11.87	105640
10/01/2020	16523		117 silverheels road	1	09/17/2020	10.72	105841
10/01/2020	16523		850 hathaway	1	09/17/2020	282.30	105186
10/01/2020	16523		501 main	1	09/17/2020	239.29	105195
10/01/2020	16523		san plant	1	09/22/2020	3,965.04	517680
10/01/2020	16523		1190 castello	1	09/23/2020	77.52	105650
10/01/2020	16523		200 2nd street	2	09/23/2020	99.32	517470
10/01/2020	16523		157 6th street	3	09/23/2020	77.25	105640
10/01/2020	16523		156 5th street	4	09/23/2020	10.72	105640
10/01/2020	16523		589 beach road	6	09/23/2020	10.72	105841
10/01/2020	16523		419 front street	7	09/23/2020	11.36	105640
10/01/2020	16523		chlorinator	1	09/17/2020	48.44	517470

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2296:						11,743.95	
08/18/2020	16418	285 Towing	tow car - paving lot	1	08/17/2020	65.00	105886
Total 2321:						65.00	
08/18/2020	16427	South Park Ace & Lumber	Supplies	1	07/25/2020	9.66	517670
08/18/2020	16427		Supplies	2	07/25/2020	37.32	105830
08/18/2020	16427		Supplies	3	07/25/2020	85.53	517480
09/15/2020	16488		Supplies	1	08/26/2020	102.43	105830
09/15/2020	16488		Supplies	2	08/26/2020	7.59	105445
09/15/2020	16488		Supplies	3	08/26/2020	162.74	105815
09/15/2020	16488		Supplies	4	08/26/2020	102.08	517645
Total 2405:						507.35	
08/25/2020	16434	Colo Assoc of Chiefs of Pol	Active Member Dues	1	06/01/2020	187.50	105460
Total 2430:						187.50	
09/02/2020	16450	Laser Graphics	gold pan permits	1	08/24/2020	160.00	105130
Total 2437:						160.00	
08/18/2020	16424	KONICA MINOLTA BUSIN	C364E Copier	1	08/01/2020	323.81	105032
09/04/2020	16464		C364E Copier	1	08/29/2020	371.19	105032
Total 2448:						695.00	
08/25/2020	16436	Darrah, Tina	Cell Phone	1	08/25/2020	50.00	105065
09/22/2020	16496		Cell Phone	1	09/21/2020	50.00	105065
Total 2462:						100.00	
09/15/2020	16481	AmeriGas	850 hathaway	1	09/05/2020	202.86	105186
Total 2468:						202.86	
08/18/2020	16420	CARD SERVICES	Supplies	1	08/03/2020	11.23	105420
08/18/2020	16420		Supplies	2	08/03/2020	113.08	105445
08/18/2020	16420		fuel	3	08/03/2020	42.65	105415
08/18/2020	16420		covid expenses	4	08/03/2020	503.04	105085
08/18/2020	16420		web hosting	5	08/03/2020	206.87	105130
08/18/2020	16420		Supplies	6	08/03/2020	99.99	105027
08/18/2020	16420		Supplies	7	08/03/2020	83.77	517214
08/18/2020	16420		Supplies	8	08/03/2020	49.95	105030
08/18/2020	16420		food for meeting	9	08/03/2020	109.84	105070
08/18/2020	16420		golf cart motor	10	08/03/2020	684.71	105625
08/18/2020	16420		rekey building	11	08/03/2020	202.00	517450
08/18/2020	16420		Supplies	12	08/03/2020	8.44	105445
08/18/2020	16420		Supplies	13	08/03/2020	113.45	105030
08/18/2020	16420		Supplies	14	08/03/2020	3.27	105027
08/18/2020	16420		covid supplies	15	08/03/2020	254.97	105085
08/18/2020	16420		Supplies	16	08/03/2020	72.11	105830
08/18/2020	16420		Supplies	17	08/03/2020	143.00	517645
08/18/2020	16420		food for meeting	18	08/03/2020	44.71	105070

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
08/18/2020	16420		covid supplies	19	08/03/2020	1,132.43	105085
08/18/2020	16420		microsoft renewal	20	08/03/2020	99.99	517214
08/18/2020	16420		covid supplies	21	08/03/2020	129.00	105085
08/18/2020	16420		Supplies	22	08/03/2020	904.21	517670
08/18/2020	16420		food for meeting	23	08/03/2020	49.37	105070
08/18/2020	16420		recording fee	24	08/03/2020	2.25	105070
08/18/2020	16420		herbicide	25	08/03/2020	162.21	105630
09/15/2020	16483		Supplies	1	09/01/2020	85.47	517214
09/15/2020	16483		postage	2	09/01/2020	67.40	105035
09/15/2020	16483		recording fee	3	09/01/2020	47.61	105070
09/15/2020	16483		Supplies	4	09/01/2020	54.58	105830
09/15/2020	16483		lights for poles	5	09/01/2020	339.60	105134
09/15/2020	16483		Supplies	6	09/01/2020	11.31	105027
09/15/2020	16483		Supplies	7	09/01/2020	94.05	105030
09/15/2020	16483		Supplies	8	09/01/2020	1,866.70	517655
09/15/2020	16483		Food for meeting	9	09/01/2020	88.15	105110
09/15/2020	16483		Supplies	10	09/01/2020	42.04	105027
09/15/2020	16483		Supplies	11	09/01/2020	1,687.13	517655
09/15/2020	16483		Supplies	12	09/01/2020	216.00	517655
09/15/2020	16483		Supplies	13	09/01/2020	14.99	105830
09/15/2020	16483		cc test	14	09/01/2020	1.00	105070
09/15/2020	16483		covid supplies	15	09/01/2020	1,978.43	105085
09/15/2020	16483		covid supplies	16	09/01/2020	129.00	105085
09/15/2020	16483		return parts	17	09/01/2020	169.75	517670
Total 2503:						11,780.25	
09/09/2020	16475	Hahn Water Resources, LL	professional services	1	07/07/2020	480.00	517430
09/09/2020	16475		consulting	1	09/08/2020	560.00	517430
Total 2509:						1,040.00	
09/02/2020	16449	CenturyLink	alarm line-525 Hathaway	1	08/19/2020	52.97	105190
09/02/2020	16449		acct 719-836-4609 502B	1	08/19/2020	66.54	517470
09/02/2020	16449		7198362445	1	08/19/2020	114.08	517226
09/02/2020	16449		7198362622355B	1	08/19/2020	532.02	105065
10/01/2020	16509		acct 719-836-4609 502B	1	09/19/2020	63.77	517470
10/01/2020	16509		7198362445	1	09/19/2020	114.08	517226
10/01/2020	16509		7198362622355B	1	09/19/2020	519.72	105065
09/02/2020	16449		acct 82239760	1	08/24/2020	30.92	105065
Total 2614:						1,494.10	
08/25/2020	16444	Wittbrodt, Kim	cell phone reimb	1	08/25/2020	50.00	105065
09/02/2020	16458		supplies	1	09/02/2020	30.20	105027
09/22/2020	16504		cell phone reimb	1	09/21/2020	50.00	105065
10/01/2020	16522		plates	1	10/01/2020	17.88	105027
Total 2655:						148.08	
08/18/2020	16423	ICMA Retirement Corporati	plan fee	1	07/06/2020	77.50	105002
08/18/2020	16423		plan fee	2	07/06/2020	2.50	105302
08/18/2020	16423		plan fee	3	07/06/2020	50.00	105602
08/18/2020	16423		plan fee	4	07/06/2020	120.00	517002
Total 2686:						250.00	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
09/09/2020	16472	Colorado Natural Gas, Inc.	natural gas	1	09/02/2020	84.08	105023
09/09/2020	16472		san office	1	09/02/2020	65.51	517234
09/09/2020	16472		natural gas-shop	1	09/02/2020	64.65	105650
09/09/2020	16472		sewer treatment plant	1	09/02/2020	439.65	517680
Total 2728:						653.89	
08/25/2020	16440	Kasper, Gerrits	cell phone reimb	1	08/25/2020	50.00	105645
09/22/2020	16501		cell phone reimburse	1	09/21/2022	50.00	105645
Total 2747:						100.00	
09/22/2020	16503	Shamrock Security Service	security system 901 main	1	09/02/2020	120.00	105023
Total 2752:						120.00	
09/02/2020	16451	Mobile Record Shredders	record shredding	1	08/26/2020	12.00	105030
10/01/2020	16514		record shredding	1	09/23/2020	12.00	105030
Total 2793:						24.00	
10/01/2020	16510	Chaffee County Waste	6 yd weekly	1	09/07/2020	100.00	105023
10/01/2020	16510		6 yd weekly	2	09/07/2020	100.00	105650
Total 2801:						200.00	
09/22/2020	16494	Bullock, Julie	cell phone reimburse	1	09/21/2020	25.00	105645
09/22/2020	16494		cell phone reimburse	2	09/21/2020	25.00	105065
Total 2812:						50.00	
09/04/2020	16466	Mountain Peak Controls, In	scada upgrade	1	06/18/2020	5,625.59	517625
09/04/2020	16466		scada maintenance	1	09/01/2020	500.00	517415
Total 2861:						6,125.59	
08/18/2020	16421	Colorado Analytical Lab	water testing	1	08/14/2020	23.00	517475
08/25/2020	16435		waste water testing	1	08/21/2020	380.00	517665
09/15/2020	16484		ecoli	1	09/14/2020	26.00	517665
10/01/2020	16511		water testing	1	09/18/2020	23.00	517475
10/01/2020	16511		waste water testing	1	09/24/2020	380.00	517665
Total 2864:						832.00	
08/18/2020	16422	Huber Technology, Inc.	service contract 2020	1	08/06/2020	2,000.00	517655
Total 2874:						2,000.00	
09/02/2020	16454	Promark Industries, LLC	tahoe repair and tires	1	08/27/2020	1,058.82	105420
09/02/2020	16453		2010 tahoe maint	1	08/27/2020	159.59	105420
Total 2887:						1,218.41	
10/01/2020	16518	Shirley Septic Pumping, In	cohen park	1	04/17/2020	133.00	105842
10/01/2020	16518		cohen park	1	05/15/2020	133.00	105842
10/01/2020	16518		cohen park	1	06/12/2020	49.00	105842
10/01/2020	16518		cohen park	1	01/01/2019	149.00	105842

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/01/2020	16518		cohen park	1	11/29/2019	105.00	105842
Total 2893:						569.00	
08/25/2020	16441	Pavement Maintenance Se	paving 901 main street sig	1	08/18/2020	51,720.00	105886
09/09/2020	16477		paving - town	1	08/28/2020	188,599.60	105670
Total 2897:						240,319.60	
09/02/2020	16455	Rise Broadband	internet	1	09/01/2020	105.36	517226
Total 2900:						105.36	
09/04/2020	16462	Fairplay Auto Supply	supplies	1	08/31/2020	27.14	517210
Total 2948:						27.14	
08/18/2020	16419	351 Highway 285, LLC	estip - 2nd quarter	1	08/01/2020	3,673.41	105076
Total 3154:						3,673.41	
09/09/2020	16471	Betone, LLC	river park access #2	1	09/01/2020	11,775.39	105886
09/09/2020	16471		river park app #3	1	09/01/2020	8,917.00	105886
09/02/2020	16447		change order culvert	1	07/15/2020	5,600.00	105886
09/02/2020	16447		change order culvert	1	08/03/2020	500.00	105886
Multiple	16461		river park access road	1	09/01/2020	.00	105886
Multiple	16461		river park access road	2	09/01/2020	.00	105886
Multiple	16461		river park lot	1	09/01/2020	.00	105886
Multiple	16461		river park lot	2	09/01/2020	.00	105886
Total 3162:						26,792.39	
08/25/2020	16439	Green, Mason	cell phone reimburse	1	08/25/2020	25.00	105645
08/25/2020	16439		cell phone reimburse	2	08/25/2020	25.00	105065
09/22/2020	16499		cell phone reimburse	1	09/21/2020	25.00	105065
09/22/2020	16499		cell phone reimburse	2	09/21/2020	25.00	105645
Total 3175:						100.00	
09/15/2020	16486	Hunn Planning & Policy, LL	planning fees	1	08/31/2020	300.00	105105
Total 3183:						300.00	
09/04/2020	16465	Montrose Water Factory, L	bottled water	1	08/30/2020	17.00	105120
Total 3211:						17.00	
08/25/2020	16438	Garfield & Hecht, P.C.	covid legal	1	05/31/2020	1,350.00	105085
08/25/2020	16438		legal	2	05/31/2020	1,705.50	105057
08/25/2020	16438		legal	1	07/31/2020	2,004.00	105057
09/22/2020	16498		legal	1	08/31/2020	697.50	105057
Total 3270:						5,757.00	
09/04/2020	16467	SGM	water system evaluation	1	08/31/2020	1,004.25	517430
09/04/2020	16467		engineering	1	08/31/2020	195.25	517430
10/01/2020	16516		engineering	1	09/25/2020	1,155.00	517430

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
10/01/2020	16516		rate study	1	09/29/2020	2,599.00	517430
10/01/2020	16516		water system evaluation	1	09/29/2020	269.75	517430
Total 3272:						5,223.25	
10/01/2020	16513	Instrument & Supply West,	supplies	1	09/18/2020	66.00	517450
Total 3294:						66.00	
08/25/2020	16437	Ernst, Sarah	cell phone reimburse	1	08/25/2020	50.00	105065
09/22/2020	16497		cell phone reimburse	1	09/21/2020	50.00	105065
Total 3313:						100.00	
08/25/2020	16433	Clark, Sean	cell phone reimburse	1	08/25/2020	25.00	517226
08/25/2020	16433		cell phone reimburse	2	08/25/2020	25.00	105645
09/22/2020	16495		cell phone reimburse	1	09/21/2020	25.00	105645
09/22/2020	16495		cell phone reimburse	2	09/21/2020	25.00	517226
Total 3328:						100.00	
08/18/2020	16425	Mountain Essentials	estip 2nd qtr	1	08/01/2020	265.73	105076
Total 3370:						265.73	
09/02/2020	16452	Park County Government	monthly internet	1	09/01/2020	52.50	105455
09/02/2020	16452		monthly internet	2	09/01/2020	52.50	105065
Total 3381:						105.00	
08/18/2020	16428	Tandem Design Lab	website update contract	1	08/17/2020	150.00	105130
Total 3384:						150.00	
10/01/2020	16515	Schlosser Signs, Inc.	progress billing	1	09/25/2020	15,224.54	105886
Total 3398:						15,224.54	
09/09/2020	16479	Warm Springs Consulting	contract	1	09/03/2020	5,000.00	517627
Total 3463:						5,000.00	
08/25/2020	16432	Bannister, Chris	cell phone reimburse	1	08/25/2020	25.00	517226
08/25/2020	16432		cell phone reimburse	2	08/25/2020	25.00	105645
09/22/2020	16493		cell phone reimburse	1	09/21/2022	25.00	105645
09/22/2020	16493		cell phone reimburse	2	09/21/2022	25.00	517226
Total 3464:						100.00	
Multiple	16377	Avalanche Lock & Key	new lock at pump station	1	07/30/2020	.00	517450
			new lock at pump station	2	07/30/2020		517450
Total 3465:						.00	
09/15/2020	16485	Creative Product Source, I	bracelets	1	07/22/2020	239.31	105497

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3486:						239.31	
09/22/2020	16502	Mountain Sun Arts	business covid grant	1	09/22/2020	1,701.02	105085
Total 3487:						1,701.02	
09/22/2020	16500	Julie Burrass	piip - 691 clark street	1	09/22/2020	866.00	105185
Total 3488:						866.00	
10/01/2020	16517	Shawn Borrego	refund 202 burro booth	1	10/01/2020	160.00	102295
Total 3489:						160.00	
10/01/2020	16519	Teller Park Conservation Di	weed spraying	1	09/24/2020	900.00	105830
Total 3490:						900.00	
Grand Totals:						356,298.09	

Report Criteria:

Detail report type printed

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-40-05 AD VALOREM TAX	15,306.14	191,793.63	201,066.00	9,272.37	95.4
10-40-10 SPEC. OWNERSHIP TAX	2,442.73	14,990.64	26,000.00	11,009.36	57.7
10-40-30 INTEREST ON PROPERTY TAX	176.35	323.11	1,000.00	676.89	32.3
10-40-40 DELINQUENT TAXES	.00	.00	500.00	500.00	.0
10-40-55 50% SHAREBACK OF R&B LEVY	395.06	6,614.16	7,000.00	385.84	94.5
10-40-60 MOTOR VEHICLE REGISTRATION	.00	1,742.79	3,000.00	1,257.21	58.1
10-40-70 SALES TAX	112,301.77	639,369.79	822,952.00	183,582.21	77.7
10-40-75 SALES TAX - STREETS	37,433.92	213,123.28	274,317.00	61,193.72	77.7
10-40-80 HIGHWAY USER'S TAX	2,822.21	17,089.39	40,000.00	22,910.61	42.7
10-40-85 SEVERANCE TAX	.00	2,711.39	2,500.00	(211.39)	108.5
10-40-86 MINERAL LEASE REVENUE	444.25	444.25	500.00	55.75	88.9
10-40-90 CIGARETTE TAX	233.88	1,829.22	2,500.00	670.78	73.2
10-40-96 LODGING TAX	6,980.00	26,321.00	40,000.00	13,679.00	65.8
TOTAL TAXES	178,536.31	1,116,352.65	1,421,335.00	304,982.35	78.5
<u>LICENSES</u>					
10-41-10 LIQUOR LICENSES	.00	1,222.50	3,000.00	1,777.50	40.8
10-41-30 DOG LICENSES	15.00	90.00	100.00	10.00	90.0
10-41-32 LIVESTOCK PERMIT	.00	25.00	120.00	95.00	20.8
10-41-34 COMMERCIAL FLY FISHING PERMIT	.00	300.00	75.00	(225.00)	400.0
10-41-40 BUILDING PERMITS	200.00	1,318.00	5,000.00	3,682.00	26.4
10-41-41 SURCHARGE: STREETS	19.00	144.90	347.00	202.10	41.8
10-41-42 SURCHARGE: PARKS & REC	19.00	144.90	347.00	202.10	41.8
10-41-50 FRANCHISE TAX	3,967.46	32,612.05	50,000.00	17,387.95	65.2
10-41-60 GOLD PANNING PERMITS/DONATION	2,190.00	7,260.00	6,000.00	(1,260.00)	121.0
10-41-70 BUSINESS LICENSES	150.00	6,775.00	6,700.00	(75.00)	101.1
10-41-80 SIGN PERMITS	20.00	115.00	100.00	(15.00)	115.0
10-41-90 EXCAVATION PERMIT	.00	.00	200.00	200.00	.0
10-41-92 MECHANICAL PERMIT	50.00	100.00	.00	(100.00)	.0
10-41-94 STREET CUT PERMIT	.00	.00	500.00	500.00	.0
10-41-96 FENCE PERMIT	80.00	324.00	240.00	(84.00)	135.0
10-41-97 SPECIAL EVENTS PERMIT	.00	.00	1,800.00	1,800.00	.0
10-41-98 RESIDE/REROOF PERMIT	110.00	1,310.00	1,000.00	(310.00)	131.0
TOTAL LICENSES	6,820.46	51,741.35	75,529.00	23,787.65	68.5
<u>FEE INCOME</u>					
10-42-75 PLANNING & DEVELOPMENT FEES	700.00	950.00	2,000.00	1,050.00	47.5
10-42-90 COPIES & FAXES	13.38	82.48	400.00	317.52	20.6
TOTAL FEE INCOME	713.38	1,032.48	2,400.00	1,367.52	43.0

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LAW ENFORCEMENT</u>					
10-45-05 TRAFFIC FINES	565.00	3,505.00	15,000.00	11,495.00	23.4
10-45-10 SURCHARGE: POLICE TRAINING	105.00	645.00	2,700.00	2,055.00	23.9
10-45-15 COURT COSTS	62.00	341.00	775.00	434.00	44.0
10-45-20 DEFAULT FEES	30.00	60.00	150.00	90.00	40.0
10-45-30 OTHER FINES	.00	500.00	500.00	.00	100.0
10-45-80 VIN INSPECTIONS	15.00	180.00	200.00	20.00	90.0
10-45-90 MISCELLANEOUS	182.70	10,056.98	1,000.00	(9,056.98)	1005.7
10-45-95 GRANT/REIMBURSEMENT	.00	.00	2,500.00	2,500.00	.0
TOTAL LAW ENFORCEMENT	959.70	15,287.98	22,825.00	7,537.02	67.0
<u>INTEREST INCOME</u>					
10-46-05 INTEREST ON COLOTRUST	63.86	2,789.62	14,000.00	11,210.38	19.9
10-46-30 INTEREST ON CHECKING	19.97	289.47	700.00	410.53	41.4
TOTAL INTEREST INCOME	83.83	3,079.09	14,700.00	11,620.91	21.0
<u>MISCELLANEOUS INCOME</u>					
10-47-00 MISCELLANEOUS INCOME	1,042.00	10,699.14	5,000.00	(5,699.14)	214.0
10-47-10 CEMETERY	.00	300.00	300.00	.00	100.0
10-47-38 TOWN CLEAN UP DONATIONS	.00	.00	100.00	100.00	.0
10-47-39 FOURTH OF JULY DONATIONS	.00	.00	8,500.00	8,500.00	.0
10-47-49 STREET LIGHTING	847.09	7,032.71	10,800.00	3,767.29	65.1
10-47-50 SUMMER CONCERT SERIES	.00	.00	17,000.00	17,000.00	.0
10-47-52 REAL COLORADO CHRISTMAS	.00	.00	1,500.00	1,500.00	.0
10-47-54 VICTORIAN BALL	.00	.00	5,000.00	5,000.00	.0
10-47-56 BURRO DAYS	.00	96.50	50,000.00	49,903.50	.2
10-47-59 BURRO DAYS RETAIL SALES	.00	78.06	10,000.00	9,921.94	.8
10-47-60 525 HATHAWAY - RENT & UTILITY	.00	4,742.52	13,200.00	8,457.48	35.9
10-47-62 501 MAIN - RENT & UTILITY	404.17	778.48	.00	(778.48)	.0
10-47-65 MARDI GRAS	.00	8,760.00	7,500.00	(1,260.00)	116.8
10-47-70 PLEIN AIR EVENT	.00	(125.00)	40,000.00	40,125.00	(.3)
10-47-82 CAMPING PERMITS/FACILITY USE	.00	50.00	100.00	50.00	50.0
10-47-88 GRANT - RIVER PARK	.00	45,351.99	200,000.00	154,648.01	22.7
10-47-90 MISCELLANEOUS REVENUE-EVENTS	.00	.00	3,000.00	3,000.00	.0
10-47-91 TOWN HALL - 901 MAIN	.00	.00	12,397.00	12,397.00	.0
TOTAL MISCELLANEOUS INCOME	2,293.26	77,764.40	384,397.00	306,632.60	20.2
TOTAL FUND REVENUE	189,406.94	1,265,257.95	1,921,186.00	655,928.05	65.9

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-50-02 401(A) EMPLOYER MATCH	388.79	3,402.66	5,805.00	2,402.34	58.6
10-50-05 SALARIES -ADMIN./CLERK/TREASUR	10,376.46	108,276.22	183,158.00	74,881.78	59.1
10-50-11 SS/MEDICARE EXPENSE	824.58	8,528.78	14,177.00	5,648.22	60.2
10-50-12 UNEMPLOYMENT EXPENSE	32.36	334.89	556.00	221.11	60.2
10-50-13 EMPLOYEE HEALTH INSURANCE	2,758.79	25,287.96	34,168.00	8,880.04	74.0
10-50-14 WORKER'S COMPENSATION	.00	729.00	730.00	1.00	99.9
10-50-15 EDUCATION	.00	1,449.49	4,500.00	3,050.51	32.2
10-50-16 ADMIN VEHICLE	276.92	2,353.82	3,600.00	1,246.18	65.4
10-50-20 TOWN HALL EXPENSE	.00	15,496.78	30,994.00	15,497.22	50.0
10-50-23 TOWN HALL EXPENSE - UTILITIES	300.13	3,397.29	7,000.00	3,602.71	48.5
10-50-25 TOWN HALL EXP - REPAIR & MAINT	.00	11,763.78	2,000.00	(9,763.78)	588.2
10-50-27 TOWN HALL EXPENSE - SUPPLIES	103.26	1,103.62	1,000.00	(103.62)	110.4
10-50-30 OFFICE SUPPLIES	175.40	1,990.77	4,000.00	2,009.23	49.8
10-50-32 EQUIPMENT RENTAL	323.81	3,147.38	5,000.00	1,852.62	63.0
10-50-35 POSTAGE EXPENSE	.00	464.74	650.00	185.26	71.5
10-50-40 BANK/CREDIT CARD FEES	29.00	436.00	500.00	64.00	87.2
10-50-50 ELECTION EXPENSE	.00	30.35	1,300.00	1,269.65	2.3
10-50-55 BOARD OF TRUSTEE SALARY	135.00	975.00	2,160.00	1,185.00	45.1
10-50-57 TOWN ATTY LEGAL SERVICES	3,709.50	12,268.00	20,000.00	7,732.00	61.3
10-50-60 COMPUTER/SOFTWARE/SUPPORT	439.50	4,489.89	7,000.00	2,510.11	64.1
10-50-65 TELEPHONE/INTERNET	773.51	7,662.19	10,200.00	2,537.81	75.1
10-50-70 MISCELLANEOUS EXPENSE	214.17	1,395.17	6,000.00	4,604.83	23.3
10-50-75 CODIFICATION	.00	1,368.00	1,000.00	(368.00)	136.8
10-50-76 ESTIP AGREEMENT	3,939.14	6,617.60	20,000.00	13,382.40	33.1
10-50-85 COVID EXPENSES	82,855.62	90,637.26	.00	(90,637.26)	.0
TOTAL ADMINISTRATION	107,655.94	313,606.64	365,498.00	51,891.36	85.8

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-51-05 PROFESSIONAL FEES	2,175.00	5,641.83	15,000.00	9,358.17	37.6
10-51-10 EDUCATION/BENEVOLENCE (BOT)	.00	128.00	5,000.00	4,872.00	2.6
10-51-20 VISITOR CENTER	17.00	465.93	3,000.00	2,534.07	15.5
10-51-30 ADVERTISING AND MARKETING	436.89	8,887.98	15,000.00	6,112.02	59.3
10-51-34 TOWN BEAUTIFICATION	.00	5,225.00	10,000.00	4,775.00	52.3
10-51-35 TOWN CLEAN UP	.00	.00	7,500.00	7,500.00	.0
10-51-40 DUES AND MEMBERSHIPS	.00	274.00	400.00	126.00	68.5
10-51-50 TGIFAIRPLAY EXPENSE	.00	512.59	22,500.00	21,887.41	2.7
10-51-62 BURRO DAYS	.00	5,054.94	40,000.00	34,945.06	12.6
10-51-64 WEARABLE ARTS FESTIVAL	(29.98)	.00	.00	.00	.0
10-51-66 MARDI GRAS	.00	9,893.22	7,000.00	(2,893.22)	141.3
10-51-70 MISCELLANEOUS EVENTS	226.25	466.63	3,000.00	2,533.37	15.6
10-51-71 FIREWORKS/4TH OF JULY	970.07	1,000.00	10,000.00	9,000.00	10.0
10-51-72 PLEIN AIR EVENT	(149.34)	.00	40,000.00	40,000.00	.0
10-51-74 REAL COLORADO CHRISTMAS	.00	.00	1,500.00	1,500.00	.0
10-51-75 DONATIONS	.00	.00	2,000.00	2,000.00	.0
10-51-80 FAIRPLAY FORWARD	.00	310.40	10,000.00	9,689.60	3.1
10-51-83 VICTORIAN BALL	(17.00)	.00	5,000.00	5,000.00	.0
10-51-85 PROPERTY IMPROVEMENT INCENTIV	.00	473.23	20,000.00	19,526.77	2.4
10-51-86 850 HATHAWAY-BUS BARN	136.02	6,383.92	12,000.00	5,616.08	53.2
10-51-90 525 HATHAWAY	52.49	4,427.62	12,000.00	7,572.38	36.9
10-51-95 501 MAIN STREET	1,059.10	18,486.44	30,000.00	11,513.56	61.6
TOTAL COMMUNITY DEVELOPMENT	4,876.50	67,731.73	270,900.00	203,168.27	25.0
<u>JUDICIAL SYSTEM</u>					
10-53-02 401(A) EMPLOYER MATCH	11.06	64.50	115.00	50.50	56.1
10-53-05 MUNICIPAL JUDGE SALARY	636.54	5,410.59	8,275.00	2,864.41	65.4
10-53-10 COURT CLERK	285.54	1,901.51	3,502.00	1,600.49	54.3
10-53-11 SS/MEDICARE EXPENSE	70.52	559.22	633.00	73.78	88.3
10-53-12 UNEMPLOYMENT EXPENSE	2.76	21.87	11.00	(10.87)	198.8
10-53-13 EMPLOYEE HEALTH INSURANCE	82.09	656.81	2,308.00	1,651.19	28.5
10-53-14 WORKER'S COMPENSATION	.00	46.00	46.00	.00	100.0
10-53-20 COURT ATTORNEY	.00	.00	500.00	500.00	.0
10-53-30 EDUCATION	.00	.00	500.00	500.00	.0
10-53-40 OPERATING EXPENSE	.00	.00	450.00	450.00	.0
10-53-50 DUES AND MEMBERSHIPS	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL SYSTEM	1,088.51	8,660.50	16,440.00	7,779.50	52.7

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
10-54-01 POLICE SALARIES	15,395.60	135,986.93	233,559.00	97,572.07	58.2
10-54-04 PART TIME OFFICERS	.00	.00	39,000.00	39,000.00	.0
10-54-05 PENSION CONTRIBUTION	1,338.76	13,422.53	25,458.00	12,035.47	52.7
10-54-09 SRO-CONTRACT PARK CO	.00	.00	20,000.00	20,000.00	.0
10-54-10 UNIFORMS AND ACCESSORIES	.00	486.43	3,500.00	3,013.57	13.9
10-54-11 SS/MEDICARE EXPENSE	406.92	2,199.79	6,936.00	4,736.21	31.7
10-54-12 UNEMPLOYMENT EXPENSE	46.20	408.08	818.00	409.92	49.9
10-54-13 EMPLOYEE HEALTH INSURANCE	5,712.29	45,720.70	87,522.00	41,801.30	52.2
10-54-14 WORKER'S COMPENSATION	.00	16,087.00	12,210.00	(3,877.00)	131.8
10-54-15 FUEL	793.71	5,315.03	12,000.00	6,684.97	44.3
10-54-20 VEHICLE MAINTENANCE	49.73	18,816.20	7,600.00	(11,216.20)	247.6
10-54-24 PROFESSIONAL TRAINING EXPENSE	.00	1,052.98	3,500.00	2,447.02	30.1
10-54-26 IN-SERVICE TRAINING EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-54-28 VEHICLE RENTAL PAYMENT	1,572.42	12,579.36	18,869.00	6,289.64	66.7
10-54-30 RADAR & RADIO MAINTENANCE	.00	472.44	1,000.00	527.56	47.2
10-54-32 AMMUNITION	.00	636.25	2,400.00	1,763.75	26.5
10-54-45 OPERATING SUPPLIES	121.52	520.56	1,000.00	479.44	52.1
10-54-50 EQUIPMENT EXPENSE	.00	1,281.41	3,500.00	2,218.59	36.6
10-54-53 GRANT-EQUIPMENT & SUPPLIES	.00	2,418.24	5,000.00	2,581.76	48.4
10-54-55 TELEPHONE - POLICE LINE	1,069.84	3,077.02	4,500.00	1,422.98	68.4
10-54-60 MEMBERSHIPS - DUES	187.50	292.50	500.00	207.50	58.5
10-54-65 COMPUTER/SOFTWARE/SUPPORT	.00	3,810.00	4,500.00	690.00	84.7
10-54-75 INVESTIGATIVE SERVICES	.00	1,500.00	3,500.00	2,000.00	42.9
10-54-80 OFFICER RECRUITING	.00	288.00	1,500.00	1,212.00	19.2
10-54-87 LIABILITY INSURANCE	.00	8,394.47	8,394.00	(.47)	100.0
10-54-97 PUBLIC RELATIONS	.00	59.93	500.00	440.07	12.0
TOTAL PUBLIC SAFETY	26,694.49	274,825.85	508,266.00	233,440.15	54.1
<u>PUBLIC WORKS</u>					
10-56-01 SALARIES	7,205.06	69,826.55	109,780.00	39,953.45	63.6
10-56-02 401(A) EMPLOYER MATCH	248.61	2,217.51	3,493.00	1,275.49	63.5
10-56-11 SS/MEDICARE EXPENSE	549.10	5,316.85	8,398.00	3,081.15	63.3
10-56-12 UNEMPLOYMENT EXPENSE	21.63	209.55	329.00	119.45	63.7
10-56-13 EMPLOYEE HEALTH INSURANCE	2,886.12	25,962.96	47,456.00	21,493.04	54.7
10-56-14 WORKER'S COMPENSATION	.00	6,399.00	5,741.00	(658.00)	111.5
10-56-15 FUEL	248.64	2,205.19	6,000.00	3,794.81	36.8
10-56-25 REPAIRS & MAINT - EQUIPMENT	1,879.52	15,382.78	13,000.00	(2,382.78)	118.3
10-56-30 TOOLS, MAT'LS, & SUPPLIES	162.21	3,838.02	5,000.00	1,161.98	76.8
10-56-35 EDUCATION & TRAINING	.00	.00	2,000.00	2,000.00	.0
10-56-40 ELECTRIC STREET LIGHTS & SIGNS	309.52	2,292.05	6,000.00	3,707.95	38.2
10-56-45 TELEPHONE	125.00	1,075.00	2,100.00	1,025.00	51.2
10-56-50 MAINTENANCE BUILDING - UTILITY	145.65	5,198.29	8,600.00	3,401.71	60.5
10-56-60 VEHICLE RENTAL PAYMENT	1,451.62	11,612.96	17,420.00	5,807.04	66.7
10-56-70 STREET REPAIRS	.00	7,431.94	250,000.00	242,568.06	3.0
10-56-82 TOWN SHOP BUILDING REPAIRS	.00	1,621.99	7,000.00	5,378.01	23.2
TOTAL PUBLIC WORKS	15,232.68	160,590.64	492,317.00	331,726.36	32.6

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
10-58-30 TOOLS, MATERIALS, & SUPPLIES	109.43	1,221.08	4,000.00	2,778.92	30.5
10-58-41 PARKS UTILITIES	34.57	230.03	400.00	169.97	57.5
10-58-42 VAULT RESTROOMS MAINTENANCE	.00	399.00	2,500.00	2,101.00	16.0
10-58-50 CEMETERY EXPENSE	.00	337.86	300.00	(37.86)	112.6
10-58-86 FAIRPLAY RIVER PARK	187,151.96	325,314.76	400,000.00	74,685.24	81.3
10-58-95 LAND LEASE PAYMENT	.00	25,990.18	25,990.00	(.18)	100.0
TOTAL PARKS & RECREATION	187,295.96	353,492.91	433,190.00	79,697.09	81.6
<u>NON-DEPARTMENTAL EXPENDITURE</u>					
10-61-15 LIABILITY INSURANCE	.00	16,973.82	16,121.00	(852.82)	105.3
10-61-17 AUDIT FEES	.00	5,220.00	5,100.00	(120.00)	102.4
10-61-23 TREASURER'S FEES - MILL LEVY	306.83	3,795.53	4,000.00	204.47	94.9
10-61-25 PUBLISHING EXPENSE	31.48	318.90	1,000.00	681.10	31.9
10-61-30 DUES & MEMBERSHIPS	.00	1,615.00	2,000.00	385.00	80.8
10-61-60 ABATEMENT	.00	.00	2,000.00	2,000.00	.0
TOTAL NON-DEPARTMENTAL EXPEND	338.31	27,923.25	30,221.00	2,297.75	92.4
TOTAL FUND EXPENDITURES	343,182.39	1,206,831.52	2,116,832.00	910,000.48	57.0
NET REVENUE OVER EXPENDITURES	(153,775.45)	58,426.43	(195,646.00)	(254,072.43)	29.9

TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUES</u>					
20-44-10 COLORADO LOTTERY FUNDS	.00	1,973.79	4,000.00	2,026.21	49.3
20-44-20 PARK COUNTY GRANTS	.00	.00	25,000.00	25,000.00	.0
TOTAL INTERGOVERNMENTAL REVE	.00	1,973.79	29,000.00	27,026.21	6.8
<u>INTEREST INCOME</u>					
20-46-50 INTEREST INCOME SAVINGS	.31	10.42	40.00	29.58	26.1
TOTAL INTEREST INCOME	.31	10.42	40.00	29.58	26.1
TOTAL FUND REVENUE	.31	1,984.21	29,040.00	27,055.79	6.8

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSE</u>						
20-73-75	BURRO PARK	.00	.00	27,500.00	27,500.00	.0
	TOTAL OPERATION EXPENSE	.00	.00	27,500.00	27,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	27,500.00	27,500.00	.0
	NET REVENUE OVER EXPENDITURES	.31	1,984.21	1,540.00	(444.21)	128.8

TOWN OF FAIRPLAY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2020

INTERNAL SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
32-47-20	DEPT RENTAL PAYMENTS	4,475.66	35,805.28	53,709.00	17,903.72	66.7
	TOTAL REVENUE	4,475.66	35,805.28	53,709.00	17,903.72	66.7
	TOTAL FUND REVENUE	4,475.66	35,805.28	53,709.00	17,903.72	66.7
	NET REVENUE OVER EXPENDITURES	4,475.66	35,805.28	53,709.00	17,903.72	66.7

**TOWN OF FAIRPLAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020**

FAIRPLAY UTILITY ENTERPRISE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>WATER REVENUE</u>					
51-42-05 POTABLE WATER	30,937.10	255,784.70	400,000.00	144,215.30	64.0
51-42-20 LIEN REVENUE	371.81	4,421.55	.00	(4,421.55)	.0
51-42-32 WATER FACILITY MAINTENANCE FEE	.00	365.46	500.00	134.54	73.1
51-42-34 WATER METERS, PRV, PARTS	.00	.00	1,000.00	1,000.00	.0
51-42-36 PENALTY NON-COMPLIANCE	40.00	320.00	480.00	160.00	66.7
51-42-40 PLANT INVESTMENT FEES	.00	.00	7,500.00	7,500.00	.0
51-42-60 OTHER WATER REVENUE	.00	640.00	22,500.00	21,860.00	2.8
TOTAL WATER REVENUE	31,348.91	281,531.71	431,980.00	170,448.29	60.5
<u>WATER-MISCELLANEOUS REVENUE</u>					
51-44-15 DOLA-GRANT REVENUE	.00	10,289.67	.00	(10,289.67)	.0
TOTAL WATER-MISCELLANEOUS REV	.00	10,289.67	.00	(10,289.67)	.0
<u>WASTEWATER REVENUE</u>					
51-46-05 WW USER FEES	55,638.60	440,761.64	665,640.00	224,878.36	66.2
51-46-20 LIEN REVENUE	310.00	4,478.30	.00	(4,478.30)	.0
51-46-30 LIEN REVENUE - INTEREST	13.64	13.64	.00	(13.64)	.0
51-46-40 PLANT INVESTMENT FEES	.00	.00	8,351.00	8,351.00	.0
51-46-60 OTHER WASTEWATER REVENUE	2.43	48.68	100.00	51.32	48.7
TOTAL WASTEWATER REVENUE	55,964.67	445,302.26	674,091.00	228,788.74	66.1
<u>INTEREST/FEE REVENUE</u>					
51-48-10 INTEREST ON INVESTMENTS	122.28	6,520.63	35,500.00	28,979.37	18.4
51-48-30 LATE FEES	1,333.84	9,048.54	13,000.00	3,951.46	69.6
TOTAL INTEREST/FEE REVENUE	1,456.12	15,569.17	48,500.00	32,930.83	32.1
TOTAL FUND REVENUE	88,769.70	732,692.81	1,154,571.00	421,878.19	63.5

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMPLOYEE EXPENSES</u>					
51-70-01 SALARIES	13,550.33	162,378.09	293,174.00	130,795.91	55.4
51-70-02 401A EMPLOYER MATCH	510.58	4,737.89	9,318.00	4,580.11	50.9
51-70-11 SS/MEDICARE EXPENSE	1,041.94	12,438.79	22,538.00	10,099.21	55.2
51-70-12 UNEMPLOYMENT EXPENSE	40.90	488.95	884.00	395.05	55.3
51-70-13 EMPLOYMENT HEALTH INSURANCE	4,363.37	55,955.42	114,352.00	58,396.58	48.9
51-70-14 WORKER'S COMPENSATION	.00	5,432.00	5,564.00	132.00	97.6
51-70-15 BOARD OF TRUSTEE SALARIES	90.00	650.00	1,440.00	790.00	45.1
TOTAL EMPLOYEE EXPENSES	19,597.12	242,081.14	447,270.00	205,188.86	54.1
<u>OFFICE/GENERAL EXPENSE</u>					
51-72-02 BANK/CREDIT CARD FEES	418.75	3,642.05	6,500.00	2,857.95	56.0
51-72-06 COMPUTER/SOFTWARE/SUPPORT-O	1,207.50	17,343.41	22,000.00	4,656.59	78.8
51-72-10 MISCELLANEOUS	.00	476.00	1,000.00	524.00	47.6
51-72-14 OFFICE SUPPLIES	183.76	2,089.06	2,500.00	410.94	83.6
51-72-18 POSTAGE EXPENSE	278.42	2,628.58	3,000.00	371.42	87.6
51-72-22 PUBLISHING EXPENSE	.00	532.81	500.00	(32.81)	106.6
51-72-26 TELEPHONE EXPENSE	267.24	2,823.24	4,500.00	1,676.76	62.7
51-72-30 TOWN HALL RENTAL PAYMENT	.00	.00	12,397.00	12,397.00	.0
51-72-34 UTILITIES-OFFICE	88.46	1,659.17	2,000.00	340.83	83.0
51-72-38 VEHICLE/EQUIP RENTAL TO ISF	1,451.62	11,612.96	17,420.00	5,807.04	66.7
51-72-42 VEHICLE MAINTENANCE/REPAIR	.00	2,359.47	5,000.00	2,640.53	47.2
TOTAL OFFICE/GENERAL EXPENSE	3,895.75	45,166.75	76,817.00	31,650.25	58.8
<u>CONTRACTUAL FEES</u>					
51-73-20 AUDITOR FEES	.00	3,480.00	3,400.00	(80.00)	102.4
51-73-40 INSURANCE-PROPERTY/LIABILITY	.00	11,980.76	10,748.00	(1,232.76)	111.5
51-73-60 LEGAL FEES	1,030.00	1,866.00	5,000.00	3,134.00	37.3
TOTAL CONTRACTUAL FEES	1,030.00	17,326.76	19,148.00	1,821.24	90.5

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
WATER - PLANT & EQUIPMENT					
51-74-10 CHEMICAL AND SUPPLIES	.00	878.58	2,000.00	1,121.42	43.9
51-74-15 COMPUTER EXPENSE-WATER SYSTE	.00	250.00	3,000.00	2,750.00	8.3
51-74-17 CONTRACT PLANT OPERATOR	.00	2,000.00	.00	(2,000.00)	.0
51-74-20 DITCH MAINTENANCE	.00	.00	500.00	500.00	.0
51-74-25 EDUCATION	.00	245.00	3,000.00	2,755.00	8.2
51-74-30 ENGINEERING FEES	7,860.45	48,622.43	50,000.00	1,377.57	97.2
51-74-35 FUEL	124.32	1,102.59	2,000.00	897.41	55.1
51-74-40 HASP MEMBERSHIP DUES	.00	.00	1,400.00	1,400.00	.0
51-74-45 LEAKS AND REPAIRS	.00	1,621.84	10,000.00	8,378.16	16.2
51-74-50 MISCELLANEOUS	202.00	202.00	2,000.00	1,798.00	10.1
51-74-55 PERMITS/DUES/LOCATES	84.93	1,379.18	1,000.00	(379.18)	137.9
51-74-60 PUMPHOUSE EXPENSE	.00	.00	500.00	500.00	.0
51-74-65 REPAIR & MAINTENANCE-EQUIP	2,480.00	14,519.04	7,000.00	(7,519.04)	207.4
51-74-70 UTILITIES	235.31	1,659.99	3,000.00	1,340.01	55.3
51-74-75 TESTING AND SUPPLIES	23.00	184.00	2,500.00	2,316.00	7.4
51-74-80 TOOLS AND SUPPLIES	85.53	125.50	2,000.00	1,874.50	6.3
51-74-85 WATER METERS	.00	4,597.32	2,000.00	(2,597.32)	229.9
51-74-90 WATER TANKS	11.51	119.37	1,000.00	880.63	11.9
51-74-95 WATER TREATMENT PLANT	6,826.07	25,021.25	15,000.00	(10,021.25)	166.8
TOTAL WATER - PLANT & EQUIPMENT	17,933.12	102,528.09	107,900.00	5,371.91	95.0
WASTEWATER-PLANT & EQUIPMENT					
51-76-10 CAPITAL EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
51-76-15 CHEMICALS AND SUPPLIES	.00	232.47	3,000.00	2,767.53	7.8
51-76-20 COLLECTION SYSTEM MAINTENANC	.00	31,552.70	30,000.00	(1,552.70)	105.2
51-76-25 COMPUTER EXPENSE-WW SYSTEM	.00	2,500.00	3,000.00	500.00	83.3
51-76-27 CONTRACT - ORC	2,500.00	2,500.00	.00	(2,500.00)	.0
51-76-30 EDUCATION	.00	562.00	3,000.00	2,438.00	18.7
51-76-35 ENGINEERING FEES	.00	872.13	10,000.00	9,127.87	8.7
51-76-40 FUEL	124.32	1,102.62	2,000.00	897.38	55.1
51-76-45 MISCELLANEOUS	143.00	1,463.00	1,000.00	(463.00)	146.3
51-76-50 PERMITS/DUES/LOCATES	147.13	3,418.01	4,300.00	881.99	79.5
51-76-55 REPAIRS AND MAINTENANCE-EQUIP	2,694.00	33,555.76	55,000.00	21,444.24	61.0
51-76-60 SLUDGE REMOVAL/DISPOSAL	.00	108,275.00	40,000.00	(68,275.00)	270.7
51-76-65 TESTING AND SUPPLIES	1,641.68	4,968.26	6,000.00	1,031.74	82.8
51-76-70 TOOLS AND SUPPLIES	1,317.81	1,909.57	2,000.00	90.43	95.5
51-76-75 TRASH	75.00	525.00	900.00	375.00	58.3
51-76-80 UTILITIES-PLANT	4,391.22	39,354.80	60,000.00	20,645.20	65.6
TOTAL WASTEWATER-PLANT & EQUIP	13,034.16	232,791.32	250,200.00	17,408.68	93.0

TOWN OF FAIRPLAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2020

FAIRPLAY UTILITY ENTERPRISE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
51-80-02 LOAN PRINCIPAL	.00	.00	209,900.00	209,900.00	.0
51-80-04 LOAN INTEREST	.00	54,102.18	104,230.00	50,127.82	51.9
TOTAL DEBT SERVICE	.00	54,102.18	314,130.00	260,027.82	17.2
TOTAL FUND EXPENDITURES	55,490.15	693,996.24	1,215,465.00	521,468.76	57.1
NET REVENUE OVER EXPENDITURES	33,279.55	38,696.57	(60,894.00)	(99,590.57)	63.6

OATH OF OFFICE

I, **Arthur (Bo) Schlunsen**, do solemnly affirm that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado and the Ordinances of the Town of Fairplay, and that I will faithfully perform all of the duties of the office of **Chief of Police of the Town of Fairplay**, upon which I am about to enter.

Sworn and subscribed before me this 21st day of September, 2020.

Signature

Official Administering Oath

OATH OF OFFICE

I, **Barbara Grover**, do solemnly affirm that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado and the Ordinances of the Town of Fairplay, and that I will faithfully perform all of the duties of the office of **Police Sergeant of the Town of Fairplay**, upon which I am about to enter.

Sworn and subscribed before me this 21st day of September, 2020.

Signature

Official Administering Oath



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Administrator/Clerk

RE: Res. No. 29, Extending Revocable License Agreements for Millonzi's, McCall's Park Bar, and the Platte River Saloon

DATE: September 17, 2020

This resolution extends the revocable license agreements for Millonzi's, McCall's Park Bar and Platte River Saloon to October 2021. This follows the new terms set forth by the Governor and Liquor Enforcement for the temporary modification of premises for their liquor licenses. The Governor has extended the order allowing the temporary modifications to go through October 2021. They originally ended at the end of September, as did our Revocable License Agreements. While I am not sure that these locations will try and continue outdoor seating/service during the winter months, this allows them to do so and/or to start up again as soon as they are able next year. Please note that I have discussed this with Public Works in regard to snow plowing, temporary use of tents and heating devices, etc. If this is approved, we will communicate with the appropriate business owners about these items and any necessary approvals they might need.

Should the Board choose to approve this, it will need a motion, second and a roll call vote.

RESOLUTION NO. 29
(Series of 2020)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO EXTENDING REVOCABLE LICENSE AGREEMENTS FOR THE USE OF TOWN-OWNED PROPERTY WITH TIM MILLONZI/TAKA-SUSHI, INC., DBA MILLONZI'S RESTAURANT, BOBBY MCCALL/MCCALL ENTERPRISES, DBA MCCALL'S PARK BAR, AND ELLEN CANCHOLA/SOUTH PARK PUB AND GRILL, DBA PLATTE RIVER SALOON.

WHEREAS, Tim Millonzi/Taka-Sushi, Inc., dba Millonzi's Restaurant, Bobby McCall/McCall Enterprises, dba McCall's Park Bar, and Ellen Canchola/South Park Pub and Grill, dba Platte River Saloon, have previously made application to the Town for permission to occupy certain town-owned right-of-way for the purpose of using the area for restaurant seating and service and have been approved for such use; and

WHEREAS, such approval was granted with an expiration date of September 30, 2020; and

WHEREAS, due to the COVID-19 pandemic, indoor seating is not at full capacity and the Governor of the State of Colorado has extended all Modification of Premises for Liquor Licenses to allow outdoor seating until October 2021; and,

WHEREAS, the Board of Trustees has determined that a revocable license can be granted authorizing use of said public right-of-way as requested without injury to the public interest or welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that the previously granted revocable license agreements, copies of which are attached and fully incorporated herein as Exhibit A, are hereby extended for Tim Millonzi/Taka-Sushi, Inc., dba Millonzi's Restaurant, Bobby McCall/McCall Enterprises, dba McCall's Park Bar, and Ellen Canchola/South Park Pub and Grill, dba Platte River Saloon, and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 21st day of September, 2020.

(Seal)

Town of Fairplay

By:

Mayor

ATTEST:

Town Clerk

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this 27th day of May, 2020, (the "Effective Date") by the Town of Fairplay, a statutory municipal corporation, ("Town"); whose address is 901 Main Street, Fairplay, Colorado 80440, to Tim Millonzi/Taka Sushi Inc. dba Millonzi's Restaurant, ("Licensee") whose address is 501 Front Street, Fairplay, CO 80440

- A. The Town owns the right-of-way/public place which is commonly known as Front Street (the "Town ROW").
- B. Licensee desires to allow restaurant service and seating in the Town ROW (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Town ROW are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to Town Code of the Town of Fairplay ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.
- D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.
- E. The intent of this License is to authorize, on a revocable basis, the installation and operation of the Private Activities/Improvements within the Town ROW without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Town ROW, provided, however, that as conditions to the License, the Licensee shall:

- (i) install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Town ROW/Public Place; and
- (ii) operate the Private Activities/Improvements only in accordance with the operating conditions set forth in Exhibit B hereto, which Exhibit is hereby incorporated herein by reference.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Town ROW and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Town ROW due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or subLicensees, in connection with conducting maintenance or emergency operations in the Public ROW.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. Term.

The term of this license shall begin on May 28, 2020 and end on September 30, 2020.

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Town ROW/Public Place to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. Revocation.

a. Town may revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Town ROW/Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance.

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all

Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, sublicensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

(ii) **Insurance.** Licensee shall procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law:

(a) Commercial General Liability insurance and Liquor Sales Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Licensees, products, and completed operations. The policies shall name TOWN, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(b) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED

THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Subsection.

(c) The insurance policies required by subsections (a) and (b) above shall name Town, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Subsection (ii) shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(e) Prior to commencement of this License, Licensee shall provide Town with a certificate of insurance completed by Licensee's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to Town. The completed certificate of insurance shall be sent to:

Town of Fairplay
901 Main Street
PO Box 267
Fairplay, Colorado 80440
Attn: Tina Darrah

(h) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Licensee to Town upon demand, or Town may withhold the cost of the premiums from any monies due to Licensee from Town.

(i) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. **Competing Uses.**

The Private Activities/Improvements and the Licensee's activities within the Town ROW shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. **Miscellaneous Provisions**

a. **Waiver of Breach.** A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. **Binding Effect.** This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. **Underlying Intent and Scope.** It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. **No Third Party Beneficiaries.** Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. **Governing Law, Venue, And Enforcement.** This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Park County, Colorado.

f. **No Waiver of Immunity.** Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Municipal Corporation

[Handwritten signature]

By: Frank Just

Its: Mayor

ATTEST:

[Handwritten signature]

Tina Darrah, Town Clerk

LICENSEE:

By: Tim Millonzi

Print Name: Tim Millonzi

Position/Title: owner

STATE OF COLORADO)

) ss.

COUNTY OF PARK)

The foregoing instrument was acknowledged before me this 28 day of May, 2020, by Tim Millonzi as owner of Taka Sushi Inc dba Millonzi's Restaurant.

WITNESS my hand and official seal.

My commission expires: 5/8/2024

[Handwritten signature]

Notary Public

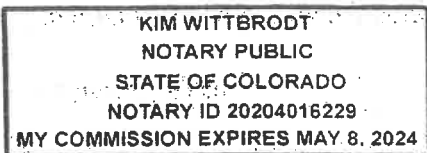


EXHIBIT A

**TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS**

See Attached

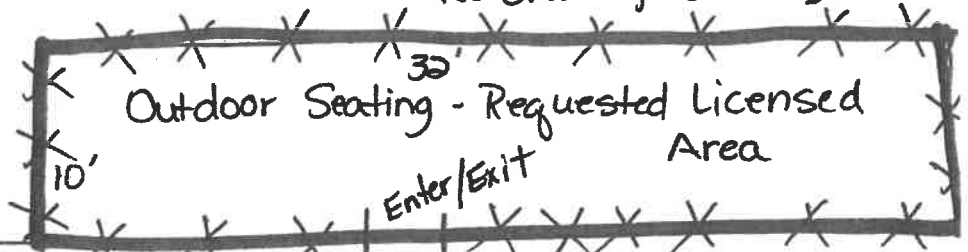
PLS

TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS

EXHIBIT A

FRONT STREET
RIGHT-OF-WAY

Signage to be placed at enter/
and on fencing -
* No Alcohol outside this area
* No Underage Drinking



Sidewalk Not in Licensed Area

21'

Outdoor Seating -
Requested Licensed
Area

Millonzi's
Parking
Lot

HAT SHOP

Currently
Licensed Premises

Millonzi's
Restaurant
501 MAIN ST.

Side
door

DECK

Edge of River Bank

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this 27th day of May, 2020, (the "Effective Date") by the Town of Fairplay, a statutory municipal corporation, ("Town"), whose address is 901 Main Street, Fairplay, Colorado 80440, to Bobby McCall/McCall Enterprises dba McCall's Park Bar, ("Licensee") whose address is 511 Front Street, Fairplay, CO 80440

- A. The Town owns the right-of-way/public place which is commonly known as Front Street (the "Town ROW").
- B. Licensee desires to allow restaurant service and seating in the Town ROW (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Town ROW are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to Town Code of the Town of Fairplay ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.
- D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.
- E. The intent of this License is to authorize, on a revocable basis, the installation and operation of the Private Activities/Improvements within the Town ROW without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Town ROW, provided, however, that as conditions to the License, the Licensee shall:

- (i) install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Town ROW/Public Place; and
- (ii) operate the Private Activities/Improvements only in accordance with the operating conditions set forth in Exhibit B hereto, which Exhibit is hereby incorporated herein by reference.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Town ROW and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Town ROW due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or subLicensees, in connection with conducting maintenance or emergency operations in the Public ROW.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. Term.

The term of this license shall begin on May 28, 2020 and end on September 30, 2020.

(ii) A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Town ROW/Public Place to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. **Revocation.**

a. Town may revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Town ROW/Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. **Notice.**

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. **Indemnification and Insurance.**

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all

Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, subLicensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

(ii) **Insurance.** Licensee shall procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law:

(a) Commercial General Liability insurance and Liquor Sales Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Licensees, products, and completed operations. The policies shall name TOWN, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(b) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED

THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Subsection.

(c) The insurance policies required by subsections (a) and (b) above shall name Town, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Subsection (ii) shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(e) Prior to commencement of this License, Licensee shall provide Town with a certificate of insurance completed by Licensee's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to Town. The completed certificate of insurance shall be sent to:

Town of Fairplay
901 Main Street
PO Box 267
Fairplay, Colorado 80440
Attn: Tina Darrah

(h) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Licensee to Town upon demand, or Town may withhold the cost of the premiums from any monies due to Licensee from Town.

(i) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. Competing Uses.

The Private Activities/Improvements and the Licensee's activities within the Town ROW shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. Miscellaneous Provisions

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. No Third Party Beneficiaries. Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Park County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Municipal Corporation



By: Frank Just

Its: Mayor

ATTEST:



Tina Darrah, Town Clerk

LICENSEE:

By: Bobby McCall

Print Name: Bobby McCall

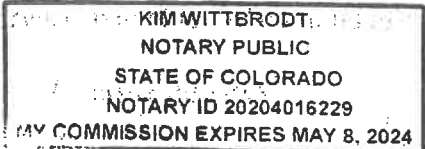
Position/Title: OWNER

STATE OF COLORADO)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this 28 day of May, 2020, by Bobby McCall as owner of McCall Enterprises, DBA McCall's Park Bar.

WITNESS my hand and official seal.

My commission expires: May 8, 2024



Kim Wittbrodt
Notary Public

EXHIBIT A

**TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS**

See Attached.

10/15/2011 10:15 AM

Exhibit A

FRONT STREET ROW

Mountain Essentials
520 Front

Alley

Leggett Enterprises,
LLC
526 Front St.

,91

.54

,01



511 Front St.
Park Bar

517 | 523 Front St.

EXHIBIT B

OPERATING CONDITIONS

- 1) It is understood by the Licensee that no alcohol may be served in this area until all necessary liquor licenses have been obtained from the Town of Fairplay and the State of Colorado.**
- 2) Licensee agrees that all applicable health orders issued by the State of Colorado and Park County will be complied with and that it is Licensee's responsibility to be aware of such orders.**
- 3) Licensee agrees that the operating hours will end at 9:00 p.m. for outdoor seating authorized by this agreement.**

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this 27th day of May, 2020, (the "Effective Date") by the Town of Fairplay, a statutory municipal corporation, ("Town"), whose address is 901 Main Street, Fairplay, Colorado 80440, to Ellen Canchola/South Park Pub and Grill dba Platte River Saloon, ("Licensee") whose address is 517/523 Front Street, Fairplay, CO 80440

- A. The Town owns the right-of-way/public place which is commonly known as Front Street (the "Town ROW").
- B. Licensee desires to allow restaurant service and seating in the Town ROW (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Town ROW are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to Town Code of the Town of Fairplay ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.
- D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.
- E. The intent of this License is to authorize, on a revocable basis, the installation and operation of the Private Activities/Improvements within the Town ROW without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Town ROW, provided, however, that as conditions to the License, the Licensee shall:

- (i) install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Town ROW/Public Place; and
- (ii) operate the Private Activities/Improvements only in accordance with the operating conditions set forth in Exhibit B hereto, which Exhibit is hereby incorporated herein by reference.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Town ROW and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Town ROW due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or subLicensees, in connection with conducting maintenance or emergency operations in the Public ROW.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. Term.

The term of this license shall begin on May 28, 2020 and end on September 30, 2020.

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Town ROW/Public Place to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. Revocation.

a. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Town ROW/Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance.

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all

claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, subLicensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

(ii) **Insurance.** Licensee shall procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law:

(a) Commercial General Liability insurance and Liquor Sales Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Licensees, products, and completed operations. The policies shall name TOWN, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(b) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED

THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Subsection.

(c) The insurance policies required by subsections (a) and (b) above shall name Town, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Subsection (ii) shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(e) Prior to commencement of this License, Licensee shall provide Town with a certificate of insurance completed by Licensee's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to Town. The completed certificate of insurance shall be sent to:

Town of Fairplay
901 Main Street
PO Box 267
Fairplay, Colorado 80440
Attn: Tina Darrah

(h) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Licensee to Town upon demand, or Town may withhold the cost of the premiums from any monies due to Licensee from Town.

(i) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. **Competing Uses.**

The Private Activities/Improvements and the Licensee's activities within the Town ROW shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. **Miscellaneous Provisions**

a. **Waiver of Breach.** A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. **Binding Effect.** This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. **Underlying Intent and Scope.** It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. **No Third Party Beneficiaries.** Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. **Governing Law, Venue, And Enforcement.** This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Park County, Colorado.

f. **No Waiver of Immunity.** Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Municipal Corporation

[Handwritten signature]

By: Frank Just

Its: Mayor

ATTEST:

[Handwritten signature: Tina Darrah]

Tina Darrah, Town Clerk

LICENSEE:

By: *[Handwritten signature: Ellen Canchola]*

Print Name: ELLEN CANCHOLA

Position/Title: OWNER

STATE OF COLORADO)

) ss.

COUNTY OF PARK)

The foregoing instrument was acknowledged before me this 28th day of May, 2020, by Ellen Canchola as owner of South Park Pub and Grill dba Platte River Saloon.

WITNESS my hand and official seal.

My commission expires: May 8, 2024

[Handwritten signature: Kim Wittbrodt]
Notary Public

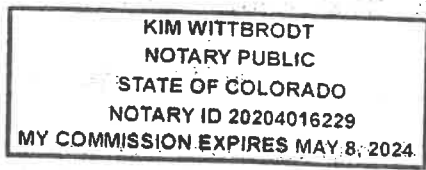


EXHIBIT A

**TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS**

See Attached

EXHIBIT 'A'

XX = FENCING/BARRIER
SIGNAGE WILL BE
PLACED AT ENTER/
EXIT
• NO ALCOHOL OUTSIDE
OF THIS AREA
• NO UNDERAGE
DRINKING.

← FRONT STREET
RIGHT-OF-WAY

50'

OUT DOOR
SEATING - REQUESTED LICENSED AREA

ENTER/EXIT

Sidewalk - NOT IN LICENSED AREA

Platte River Saloon
517/523 FRONT ST.

INSIDE
LICENSED
AREA

Hand
Hotel

PARK BAR

Alley

BACKYARD
LICENSED AREA

Edge of River Bank

EXHIBIT B

OPERATING CONDITIONS

- 1) It is understood by the Licensee that no alcohol may be served in this area until all necessary liquor licenses have been obtained from the Town of Fairplay and the State of Colorado.**
- 2) Licensee agrees that all applicable health orders issued by the State of Colorado and Park County will be complied with and that it is Licensee's responsibility to be aware of such orders.**
- 3) Licensee agrees that the operating hours will end at 9:00 p.m. for outdoor seating authorized by this agreement.**

EXHIBIT B

TOWN OF FAIRPLAY AREA BUSINESS AGREEMENT COMPACT WITH PERMITTEE
ACTIVITIES AND OPERATIONS

Chief Bo Schlunsen
FAIRPLAY POLICE DEPARTMENT



To: Fairplay Board of Trustees
From: Police Chief Bo Schlunsen
Date: 21 September, 2020
Re: Memo for Ratification of Resolution to Adopt the Revised Hazard Mitigation Plan

The County and stakeholders, including the Town of Fairplay, have been working with a consultant on updating the Park County Hazard Mitigation Plan (HMP). It is now complete and needs to be adopted by 1 October, 2020 to be implemented. By approving the HMP, the Town will be eligible for FEMA assistance in the event of a disaster, such as the flooding at The Beach.

Very little, and nothing of importance, has changed from the previous version from 10 years ago. I recommend approval of the Resolution to adopt the updated HMP.

A handwritten signature in cursive script, appearing to read "Bo Schlunsen".

Chief Bo Schlunsen



901 Main St ~ PO Box 267 Fairplay, CO 80440
P: 719-836-2840 F: 719-836-2849 Email: bschlunsen@fairplayco.us

**TOWN OF FAIRPLAY
STATE OF COLORADO
RESOLUTION NO. 2020 -30**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO ADOPTING THE PARK COUNTY HAZARD MITIGATION PLAN UPDATE DATED SEPTEMBER 2020.

WHEREAS, the Town of Fairplay, with the assistance from Park County, has gathered information and prepared the Park County Hazard Mitigation Plan; and,

WHEREAS, the Park County Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and,

WHEREAS, the Town of Fairplay is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the Town of Fairplay Board of Trustees has reviewed the Plan and affirms that the Plan will be updated no less than every five years;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, THAT:

The Park County Hazard Mitigation Plan Updated dated September 2020 is hereby adopted and approved by the Board of Trustees as this jurisdiction's Multi-Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

READ, APPROVED and ADOPTED at a regular meeting of the Board of Trustees of the Town of Fairplay, Colorado, this 21st day of September, 2020.

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator/Clerk
RE: Res. No. 31– Land Exchange Agreement with South Platte Partners, LLC
DATE: October 1, 2020

This resolution approves a land exchange agreement with South Platte Partners, LLC/Amanda Gardner per the Boards direction on July 20. As a reminder, Mayor Just worked with Amanda Woodbury to craft a deal exchanging the parcel she owns adjacent to Town Hall for the parcel the Town owns adjacent to the 10th Street ROW that abuts her property on the north side of Hwy. 9 across from the Town Hall. This trade would include the Town vacating the 10 Street ROW on the north side of the road and conveying that land to Ms. Woodbury as well. I am also including copies of the real estate contracts for the land exchange as drafted by Town Attorney Wisor. Mr. Wisor will attend the meeting virtually to answer any questions you might have about this exchange.

Recommended Action:

Motion to approve Resolution No. 31. This will require a second and a roll call vote.

RESOLUTION NO. 31
(Series of 2020)

A RESOLUTION OF THE BOARD OF TRUSTEES OF
THE TOWN OF FAIRPLAY APPROVING A LAND
EXCHANGE AGREEMENT WITH SOUTH PLATTE
PROSPECTS, LLC

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY;

1. The Land Exchange Agreement between the Town of Fairplay and South Platte Prospects attached hereto is hereby approved, and the Mayor is authorized to sign same on behalf of the Town.

2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety, and welfare of the public and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board of Trustees further determines that the Resolution bears a rational relation to the proper legislative object sought to be attained.

3. Severability. If any clause, sentence, paragraph or part of this Resolution or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

4. Effective Date. This Resolution shall become effective immediately.

RESOLVED, APPROVED, and ADOPTED this ____ day of _____, 2020.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement ("Agreement") is made as of this ___ day of _____ 2020, by and between **South Platte Prospects, L.L.C.**, a Colorado limited liability company ("SPP") and the **Town of Fairplay**, a Colorado municipal corporation ("Town").

WHEREAS, the SPP is the owner of the real property legally described as [] ("Lot 1"); and

WHEREAS, the Town is the owner of the real property legally described [] ("Block 11"); and

WHEREAS the Town is the owner of the right-of-way adjacent to Block 11 legally described as [] ("Right-of-Way"); and

WHEREAS, the Town and the SPP wish to exchange their properties under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINITIONS.** Lot 1 and Block 11 are sometimes individually referred to hereinafter as the "Exchange Property" or collectively as the "Exchange Properties."

2. **THE EXCHANGE TERMS.** SPP and the Town acknowledge that Lot 1 and Block 11 are of like kind and equal value. SPP and Town further acknowledge Block 11 is not currently used or held for any "governmental purpose" as such term is used in §31-15-713, C.R.S. Pursuant to this agreement and other documents necessary to effectuate the provisions hereof, the SPP will convey Lot 1 to the Town and the Town will convey Block 11 to the SPP at Closing. At Closing, each party will execute and deliver a general warranty deed conveying marketable title to the Exchange Property to the respective counterparty. The SPP shall convey Lot 1 to the Town together with any easements or restrictions of record which do not interfere or prevent the Town from utilizing it, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed. The Town shall convey Block 11 to the SPP together with any easements or restrictions of record, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed.

3. **DEDICATIONS AND EASEMENTS.** After the date of this Agreement, but prior to Closing, neither party shall not dedicate, gift, transfer, mortgage or convey any interest in each party's respective interest in the Exchange Property without written consent from the other party, which may be withheld for any reason.

4. TESTS. The Town and the SPP shall each have the right for thirty (30) days after the date of this Agreement (“Due Diligence Period”), at each party’s own expense, to undertake an environmental audit, a professional wetlands delineation, professional floodplain analysis, survey, grading and soil tests (collectively “Tests”) on the Exchange Property each party is to receive. Each party shall, upon the execution of this Agreement, promptly furnish to the other party, any and all documents or reports which each party has in its possession which cover all or any portion of the Exchange Property to be conveyed with regard to any previous Tests. Each party shall allow the other party and its representatives and agents reasonable access onto the Exchange Property to conduct such Tests. The party acquiring the Exchange Property agrees to indemnify, defend and hold the current owner of the Exchange Property harmless against all claims for injuries to persons on or damage to the Exchange Property caused by the acquiring party and its agents, or caused by the Tests. The party acquiring the Exchange Property shall have thirty (30) days after the date of this Agreement to notify the current owner of the Exchange property, in writing, that a licensed professional has reviewed the results of the Tests and has determined and concluded either that the Exchange Property to be received the Exchange Property to be received is otherwise not conducive or suitable for the party acquiring the Exchange Property intended uses based upon the Tests. In the event party acquiring the Exchange Property notifies current owner of the Exchange Property of the above within such thirty (30) day period, party acquiring the Exchange Property shall have ten (10) days from the date of notice of the test results to declare this Agreement null and void and if this option is exercised, then the parties shall have no further obligations under this Agreement.

5. SURVEY. The Town shall, at its own expense, obtain a survey of the Exchanged Properties, and present to SPP the proposed new property descriptions of be exchanged under this Agreement. The Town shall use [] as its contractor in preparation of the survey. The Town shall deliver a copy of such survey to the SPP, and both the Town and the SPP shall have twenty (20) days to review and approve the survey. If the either the SPP or the Town does not approve the survey, this Agreement shall terminate.

6. TITLE INSURANCE. a. Within ten (10) days of mutual execution of this Agreement, the Town, at Town’s expense, shall cause [] (“Title Company”) deliver to the Town and SPP a commitment for an extended coverage owner’s title insurance policy issued by Title Company in the amount of the appraised value of Block 11 (the “SPP Title Commitment”) committing to insure title to Block 11 in SPP upon satisfaction of SPP Title Company’s requirements, accompanied by a copy of all recorded documents affecting Block 11 and listed as title requirements in Schedule B, Part 1 of the Title Commitment or title exceptions in Schedule B, Part 2 of SPP Title Commitment. The cost for said “extended policy” shall be borne by the Town. SPP shall be entitled to object to any matter set forth in SPP Title Commitment by delivering written notice of objection (an “Objection Notice”) to the Town and to SPP Title Company on or before ten (10) days after SPP’s receipt of SPP Title Commitment. If SPP fails to deliver an Objection Notice objecting to any matter set forth in SPP Title Commitment within the ten-day period prescribed above, SPP shall be conclusively deemed to have approved such matters.

b. Within ten (10) days of mutual execution of this Agreement, the Town, at Town’s expense, shall cause Title Company deliver to the Town and SPP a commitment for an extended coverage owner’s title insurance policy issued by Title Company in the amount of the appraised value of Lot 1 (the “Town Title Commitment”) committing to insure title to Lot 1 in the Town upon satisfaction of the Title Company’s requirements, accompanied by a copy of all recorded

documents affecting Lot 1 and listed as title requirements in Schedule B, Part 1 of the Town Title Commitment or title exceptions in Schedule B, Part 2 of the Town Title Commitment. The cost for said "extended policy" shall be borne by the Town. The Town shall be entitled to object to any matter set forth in the Town Title Commitment by delivering written an Objection Notice to SPP and to the Title Company on or before ten (10) days after the Town's receipt of the Town Title Commitment. If the Town fails to deliver an Objection Notice objecting to any matter set forth in the Town Title Commitment within the ten-day period prescribed above, the Town shall be conclusively deemed to have approved such matters.

7. VACATION OF RIGHT-OF-WAY. This Agreement shall be subject to and contingent upon the Town vacating the Right-of-Way. On or prior to Closing, the Town, through its Board of Trustees, shall vacate the Right-of-Way pursuant to §43-2-303(1)(a), C.R.S.

8. RESUBDIVISION. This Agreement shall be subject to and contingent upon the Town obtaining a resubdivision of Block 11 into two (2) parcels, including approval of fencing within such subdivision ("Subdivision Approval") within sixty days (60) following the Due Diligence Period ("Subdivision Approval Period"). SPP shall fully cooperate with Town's pursuit of the Subdivision Approval and, at the Town's request, attend any and all meetings and public hearings with respect to the Subdivision Approval. In the event the Town fails to obtain the Subdivision Approval prior to the expiration of the Subdivision Approval Period, the SPP and the Town shall each have the right to terminate this Agreement by delivering written notice to the other party on or before 5:00pm on the last day of the Subdivision Approval Period. Notwithstanding the foregoing and provided Town's application for the Subdivision Approval has not been denied, the Town shall have the right to extend the Subdivision Approval Period for one period of sixty (60) days ("Subdivision Extension Option") upon delivery of written notice to SPP prior to the expiration of the Subdivision Approval Period. In the event the Town exercises the Subdivision Extension Option but fails to obtain the Subdivision Approval on or before the expiration of the Subdivision Approval Period, as extended, the SPP and the Town shall each have the right to terminate this Agreement upon written notice to the other delivered no later than 5:00pm on the last day of the Subdivision Approval Period, as extended.

9. TAXES. All real estate taxes on the Exchange Property shall be paid by the SPP on a prorated basis. SPP acknowledges the Town is exempt from all real estate taxes with respect to the subject property.

10. CLOSING. Closing shall occur within forty-five (45) days from the date of this Agreement.

11. RISK OF LOSS. Risk of loss or damage to the Exchange Property shall rest with the owner of the Exchange Property until the time of delivery of possession.

12. NO REAL ESTATE COMMISSION AND FINDER'S FEE. The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement. Each party warrants to the other party that it shall indemnify and hold harmless for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction.

13. CONDITION OF EXCHANGE PROPERTY. SPP acknowledges that its representatives or agents have examined Block 11 prior to entering into this Agreement. This Agreement is based upon SPP's inspection of Block 11 and not upon any representation or warranties or conditions by the Town or its agents. SPP acknowledges the Town is conveying Block 11 on an "as is" basis with Lot 1, except for the warranties and representations as provided in this Agreement and the warranties in the general warranty deed.

The Town acknowledges that its representatives or agents have examined Lot 1 prior to entering into this Agreement. This Agreement is based upon the Town's inspection of Lot 1 and not upon any representation or warranties or conditions by SPP or its agents. The Town acknowledges the SPP is conveying Lot 1 on an "as is" basis with Block 11, except for the warranties and representations as provided in this Agreement and the warranties in the general warranty deed.

14. DEFAULT. Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

15. NON-FOREIGN STATUS. At the date of Closing, SPP shall deliver to the Town the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

16. ASSIGNMENT. This agreement shall not be assigned by either party without the non-assigning party's prior written consent.

17. SEVERABILITY. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

18. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. The SPP and the Town agree to use their best efforts in cooperation to carry out the intent of this Agreement and to provide quality and efficient development sites for both the SPP and the Town.

19. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

20. CONSTRUCTION. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

21. NON-MERGER. All representations and warranties made herein are intended to survive Closing and shall not be merged in the deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

23. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by electronic mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated above.

24. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

25. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of Colorado. Any and all actions, suits, or judicial proceedings upon any claim arising from or relating to this Agreement shall be instituted and maintained in Park County, Colorado. Notwithstanding this provision, if it is judicially determined that either party may file an action, suit or judicial proceeding in federal court, such action, suit or judicial proceeding shall be in the Federal District Court for the District of Colorado.

26. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

ATTEST: _____
Town Clerk

Town of Fairplay, Colorado, a municipal corporation
By: _____
Mayor

South Platte Prospects, L.L.C., a Colorado limited liability company

By: _____
Amanda Woodbury,
Owner

STATE OF COLORADO)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Frank Just, Mayor of the **Town of Fairplay, Colorado** a municipal corporation, on behalf of the municipal corporation.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Amanda Woodbury, Owner of **South Platte Prospects, L.L.C.**, a Colorado limited liability company.

Notary Public

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-5-19) (Mandatory 7-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)**
 Property with No Residences
 Property with Residences-Residential Addendum Attached

Date: _____

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. South Platte Prospects, LLC (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other N/A

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. Town of Fairplay, Colorado (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Park, Colorado:

[DESCRIPTION OF PROPERTY] ("Block 11")

known as No. _____
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including N/A remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under Due Diligence Documents): None Solar Panels Water Softeners Security Systems Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions - Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

54 **2.5.5. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
 55 N/A; and the use or ownership of the following storage facilities: N/A.

56 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

57 **2.5.6. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

58 N/A

60
 61 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal
 62 property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance
 63 will be by bill of sale or other applicable legal instrument.

64 **2.6. Exclusions.** The following items are excluded (Exclusions):

65 N/A

66
 67
 68 **2.7. Water Rights/Well Rights.**

69 **2.7.1. Deeded Water Rights.** The following legally described water rights:

70
 71
 72
 73 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

74 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3 and
 75 2.7.4, will be transferred to Buyer at Closing:

76
 77
 78 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
 79 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
 80 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
 81 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
 82 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
 83 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
 84 _____.

85 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

86
 87
 88
 89 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
 90 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
 91 legal instrument at Closing.

92 **3. DATES, DEADLINES AND APPLICABILITY.**

93 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		Title	
2	§ 8.1, 8.4	Record Title Deadline	10 days from MEC
3	§ 8.2, 8.4	Record Title Objection Deadline	20 days from MEC
4	§ 8.3	Off-Record Title Deadline	0 days from MEC
5	§ 8.3	Off-Record Title Objection Deadline	30 days from MEC
6	§ 8.5	Title Resolution Deadline	30 days from MEC
7	§ 8.6	Right of First Refusal Deadline	
		Owners' Association	
8	§ 7.2	Association Documents Deadline	
9	§ 7.4	Association Documents Termination Deadline	
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	

		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	
13	§ 5.2	New Loan Termination Deadline	
14	§ 5.3	Buyer's Credit Information Deadline	
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
16	§ 5.4	Existing Loan Deadline	
17	§ 5.4	Existing Loan Termination Deadline	
18	§ 5.4	Loan Transfer Approval Deadline	
19	§ 4.7	Seller or Private Financing Deadline	
		Appraisal	
20	§ 6.2	Appraisal Deadline	
21	§ 6.2	Appraisal Objection Deadline	
22	§ 6.2	Appraisal Resolution Deadline	
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	30 days from MEC
24	§ 9.3	New ILC or New Survey Objection Deadline	50 days from MEC
25	§ 9.3	New ILC or New Survey Resolution Deadline	50 days from MEC
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	
27	§ 10.3	Inspection Termination Deadline	
28	§ 10.3	Inspection Resolution Deadline	
29	§ 10.5	Property Insurance Termination Deadline	
30	§ 10.6	Due Diligence Documents Delivery Deadline	30 days from MEC
31	§ 10.6	Due Diligence Documents Objection Deadline	30 days from MEC
32	§ 10.6	Due Diligence Documents Resolution Deadline	40 days from MEC
33	§ 10.6	Environmental Inspection Termination Deadline	
34	§ 10.6	ADA Evaluation Termination Deadline	
35	§ 10.7	Conditional Sale Deadline	
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
37	§ 11.1, 11.2	Estoppel Statements Deadline	
38	§ 11.3	Estoppel Statements Termination Deadline	
		Closing and Possession	
39	§ 12.3	Closing Date	45 days from MEC
40	§ 17	Possession Date	
41	§ 17	Possession Time	
42	§ 28	Acceptance Deadline Date	
43	§ 28	Acceptance Deadline Time	

94 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline
95 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline
96 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains
97 a selection of "None", such provision means that "None" applies.

98 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

99 **4. PURCHASE PRICE AND TERMS.**

100 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ N/A	
2	§ 4.3	Earnest Money		\$ N/A
3	§ 4.5	New Loan		\$ N/A
4	§ 4.6	Assumption Balance		\$ N/A
5	§ 4.7	Private Financing		\$ N/A
6	§ 4.7	Seller Financing		\$ N/A

7				
8				
9	§ 4.4	Cash at Closing		\$ N/A
10		TOTAL	\$ N/A	\$ N/A

101 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller
102 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
103 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
104 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
105 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
106 elsewhere in this Contract.

107 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a _____, will be
108 payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of
109 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
110 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
111 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
112 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
113 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
114 Money Holder in this transaction will be transferred to such fund.

115 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
116 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

117 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the
118 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in
119 § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller
120 agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form),
121 within three days of Seller's receipt of such form.

122 **4.4. Form of Funds; Time of Payment; Available Funds.**

123 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
124 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
125 check, savings and loan teller's check and cashier's check (Good Funds).

126 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
127 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing
128 **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, Does
129 Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing
130 in § 4.1.

131 **4.5. New Loan.**

132 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,
133 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

134 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
135 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional
136 Provisions).

137 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
138 Conventional Other _____.

139 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
140 set forth in § 4.1 (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
141 presently at the rate of _____ % per annum and also including escrow for the following as indicated: Real Estate Taxes
142 Property Insurance Premium and _____.

143 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will
144 not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and
145 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
146 causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or
147 provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.

148 Seller Will Will Not be released from liability on said loan. If applicable, compliance with the requirements for release
149 from liability will be evidenced by delivery on or before **Loan Transfer Approval Deadline** at Closing of an appropriate
150 letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount
151 not to exceed \$ _____.

152 **4.7. Seller or Private Financing.**

153 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
154 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed

155 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
156 including whether or not a party is exempt from the law.

157 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,
158 Buyer Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before
159 **Seller or Private Financing Deadline.**

160 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
161 Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and
162 compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such
163 Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

164 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
165 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
166 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller**
167 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

168

TRANSACTION PROVISIONS

169 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

170 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
171 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
172 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

173 **5.2. New Loan Review.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
174 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
175 availability, payments, interest rate, terms, conditions and cost of such New Loan. This condition is for the sole benefit of Buyer.
176 Buyer has the Right to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory
177 to Buyer, in Buyer's sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is
178 based on the Appraised Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT**
179 **AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY**
180 **WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

181 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
182 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
183 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
184 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
185 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
186 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
187 Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If
188 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
189 Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

190 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
191 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
192 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
193 Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
194 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
195 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
196 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
197 to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
198 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

199 **6. APPRAISAL PROVISIONS.**

200 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
201 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
202 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
203 valued at the Appraised Value.

204 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
205 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

206 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
207 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
208 **Objection Deadline**, notwithstanding § 8.3 or § 13:

209 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
210 or
211 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
212 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).
213 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
214 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
215 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
216 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.
217 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
218 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
219 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's
220 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
221 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is
222 waived in writing by Buyer.
223 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer
224 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
225 agent or all three.

226 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and
227 subject to the declaration (Association).

228 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
229 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
230 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
231 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
232 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
233 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
234 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
235 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
236 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
237 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
238 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
239 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
240 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
241 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
242 **ASSOCIATION.**

243 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
244 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
245 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
246 of the Association Documents, regardless of who provides such documents.

247 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

248 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
249 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
250 C.R.S.;

251 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
252 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
253 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
254 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

255 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
256 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
257 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
258 (Association Insurance Documents);

259 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
260 disclosed in the Association's last Annual Disclosure;

261 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
262 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
263 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
264 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the
265 Association's community association manager or Association will charge in connection with the Closing including, but not limited to
266 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for

267 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
268 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and
269 7.3.5, collectively, Financial Documents);

270 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
271 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
272 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2
273 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
274 elements or limited common elements of the Association property.

275 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
276 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any
277 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
278 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
279 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
280 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
281 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
282 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
283 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

284 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

285 **8.1. Evidence of Record Title.**

286 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
287 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
288 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
289 or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
290 and delivered to Buyer as soon as practicable at or after Closing.

291 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
292 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
293 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
294 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

295 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's
296 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
297 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,
298 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid
299 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
300 paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** Town.
301 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
302 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
303 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
304 § 8.5 (Right to Object to Title, Resolution).

305 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
306 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
307 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
308 Documents).

309 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
310 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
311 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
312 party or parties obligated to pay for the owner's title insurance policy.

313 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
314 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

315 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
316 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
317 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
318 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
319 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
320 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
321 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
322 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
323 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
324 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to

325 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence
326 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
327 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
328 as satisfactory.

329 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
330 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
331 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of
332 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section
333 excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to
334 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
335 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether
336 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's
337 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
338 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
339 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant
340 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,
341 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified
342 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which
343 Buyer has actual knowledge.

344 **8.4. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
345 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
346 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
347 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
348 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
349 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
350 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
351 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING
352 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
353 RECORDER, OR THE COUNTY ASSESSOR.

354 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)
355 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such
356 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**
357 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the
358 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's
359 inclusion in a special taxing district as unsatisfactory to Buyer.

360 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters
361 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer
362 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

363 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
364 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
365 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
366 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
367 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
368 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4
369 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days
370 after Buyer's receipt of the applicable documents; or

371 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before
372 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

373 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
374 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right
375 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the
376 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.
377 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this
378 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

379 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
380 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
381 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
382 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
383 laws and governmental regulations concerning land use, development and environmental matters.

384 8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE
385 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF
386 THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER
387 RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL
388 ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM
389 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,
390 GAS OR WATER.

391 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
392 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
393 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
394 RECORDER.

395 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
396 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
397 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
398 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

399 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
400 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
401 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
402 AND GAS CONSERVATION COMMISSION.

403 8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
404 not covered by the owner's title insurance policy.

405 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
406 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

407 9. NEW ILC, NEW SURVEY.

408 9.1. New ILC or New Survey. If the box is checked, a: 1) New Improvement Location Certificate (New ILC); or,
409 2) New Survey in the form of _____; is required and the following will apply:

410 9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The
411 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
412 after the date of this Contract.

413 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before
414 Closing, by: Seller Buyer or:

415 Town
416

417
418 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of
419 the opinion of title if an Abstract of Title) and N/A will receive a New ILC or New Survey on or before New
420 ILC or New Survey Deadline.

421 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to
422 all those who are to receive the New ILC or New Survey.

423 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
424 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
425 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
426 Seller incurring any cost for the same.

427 9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the
428 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer
429 may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:

430 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

431 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
432 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

433 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or
434 before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on
435 or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New
436 Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before
437 such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Objection. On or before the Inspection Objection Deadline, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline, this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before Property Insurance Termination Deadline, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before Due Diligence Documents Delivery Deadline:

- 10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- 10.6.1.2.** Property tax bills for the last _____ years;
- 10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- 10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- 10.6.1.5.** Operating statements for the past _____ years;
- 10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- 10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

- 494 10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet
495 completed and capital improvement work either scheduled or in process on the date of this Contract;
496 10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made
497 for the past _____ years;
498 10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
499 earlier under § 8.3);
500 10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports,
501 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
502 other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's
503 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
504 10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
505 Property with said Act;
506 10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority
507 with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
508 10.6.1.14. Other documents and information:
509
510

511 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence
512 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,
513 Buyer may, on or before **Due Diligence Documents Objection Deadline**;

514 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
515 or

516 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
517 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

518 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
519 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
520 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
521 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
522 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

523 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
524 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
525 the Property, in Buyer's sole subjective discretion.

526 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
527 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
528 **Phase I Environmental Site Assessment**, **Phase II Environmental Site Assessment** (compliant with most current version
529 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
530 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
531 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
532 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
533 tenants' business uses of the Property, if any.

534 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
535 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
536 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the
537 **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II
538 Environmental Site Assessment.

539 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the
540 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
541 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
542 subjective discretion.

543 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any
544 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

545 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
546 owned by Buyer and commonly known as _____. Buyer has the Right to Terminate
547 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property
548 is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to
549 Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

550 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** [Intentionally Deleted]

551 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
552 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease

553 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
554 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
555 or delayed.

556 **11. ESTOPPEL STATEMENTS.**

557 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
558 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
559 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
560 attached to a copy of the Lease stating:

561 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

562 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
563 amendments;

564 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

565 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

566 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

567 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
568 demising the premises it describes.

569 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
570 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
571 required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

572 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 25.1, on or before **Estoppel**
573 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
574 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
575 waive any unsatisfactory Estoppel Statement.

576

CLOSING PROVISIONS

577 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

578 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
579 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
580 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
581 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
582 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
583 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

584 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
585 this Contract.

586 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
587 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
588

589 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
590 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

591 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
592 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

593 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's
594 deed _____ deed. Seller, provided another deed is not selected, must execute and deliver a good
595 and sufficient special warranty deed to Buyer, at Closing.

596 Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
597 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

598 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
599 or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed
600 as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by
601 Seller from the proceeds of this transaction or from any other source.

602 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

603 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
604 to be paid at Closing, except as otherwise provided herein.

605 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller
606 One-Half by Buyer and One-Half by Seller Other Town _____.

607 15.3. Status Letter and Record Change Fees. At least fourteen days prior to Closing Date, Seller agrees to promptly
608 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter
609 must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller. Any Record Change Fee must
610 be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.

611 15.4. Local Transfer Tax. The Local Transfer Tax of _____% of the Purchase Price must be paid at Closing by
612 None Buyer Seller One-Half by Buyer and One-Half by Seller.

613 15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
614 as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller
615 One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):
616 _____ in the total amount of _____% of the Purchase Price or \$_____.

617 15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
618 \$_____ for:

619 Water Stock/Certificates Water District
620 Augmentation Membership Small Domestic Water Company _____
621 and must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller

622 15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by
623 None Buyer Seller One-Half by Buyer and One-Half by Seller.

624 15.8. FIRPTA and Colorado Withholding.

625 15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
626 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
627 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
628 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
629 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
630 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
631 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
632 if an exemption exists.

633 15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds
634 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
635 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
636 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
637 tax advisor to determine if withholding applies or if an exemption exists.

638 16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the Closing Date, except as
639 otherwise provided:

640 16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
641 year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and Most
642 Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran
643 exemption or Other _____.

644 16.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to Buyer
645 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer
646 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's
647 obligations under such Leases.

648 16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in
649 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
650 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
651 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
652 assessment assessed prior to Closing Date by the Association will be the obligation of Buyer Seller. Except however, any
653 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
654 assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments
655 against the Property except the current regular assessments and _____. Association Assessments are
656 subject to change as provided in the Governing Documents.

657 16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

658 16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

659 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the
660 Leases as set forth in § 10.6.1.7.

661 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
662 to Buyer for payment of \$ _____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and
663 **Possession Time** until possession is delivered.

664

GENERAL PROVISIONS

665 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

666 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time
667 (Standard or Daylight Savings as applicable).

668 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the
669 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or
670 federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a Saturday,
671 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

672 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
673 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
674 condition existing as of the date of this Contract, ordinary wear and tear excepted.

675 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
676 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
677 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
678 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
679 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to
680 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
681 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
682 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
683 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
684 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
685 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
686 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
687 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

688 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
689 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
690 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
691 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
692 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
693 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
694 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the
695 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
696 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
697 Closing.

698 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
699 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
700 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
701 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
702 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
703 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

704 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
705 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

706 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
707 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title
708 and consultation with legal and tax or other counsel before signing this Contract.

709 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this
710 Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,

711 honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting
712 party has the following remedies:

713 **21.1. If Buyer is in Default:**

714 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
715 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the
716 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
717 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

718 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may
719 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
720 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and
721 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
722 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
723 additional damages.

724 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
725 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat
726 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

727 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
728 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
729 reasonable costs and expenses, including attorney fees, legal fees and expenses.

730 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
731 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
732 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
733 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
734 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
735 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
736 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a
737 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
738 Section will not alter any date in this Contract, unless otherwise agreed.

739 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
740 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
741 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
742 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
743 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
744 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
745 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
746 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
747 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
748 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
749 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

750 **25. TERMINATION.**

751 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
752 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
753 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
754 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
755 and waives the Right to Terminate under such provision.

756 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned
757 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

758 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
759 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
760 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
761 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
762 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
763 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

764 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

765 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
766 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices
767 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
768 received by the party, not Broker or Brokerage Firm).

769 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or
770 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
771 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)
772 at the electronic address of the recipient by facsimile, email or _____.

773 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
774 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
775 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

776 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
777 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
778 located in Colorado.

779 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
780 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before
781 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
782 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
783 copies taken together are deemed to be a full and complete contract between the parties.

784 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
785 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
786 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and**
787 **Due Diligence.**

788 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

789 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
790 Commission.)

791 1. This contract is subject to and contingent on the mutual exchange of properties between the buyer and seller.
792 Should the transfer of property from the buyer to seller pursuant to that contract to buy and sell real estate entered
793 into between the buyer and seller executed contemporaneously herewith be terminated so shall this Contract.
794
795
796
797
798

799 **31. OTHER DOCUMENTS.**

800 **31.1.** The following documents are a part of this Contract:

801 The Land Exchange Agreement executed by Buyer and Seller on _____.

802 **31.2.** The following documents have been provided but are not a part of this Contract:
803
804
805
806
807

808 **SIGNATURES**

809 Buyer's Name: South Platte Prospects, LLC Buyer's Name: _____

Buyer's Signature Date Buyer's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

810 [NOTE: If this offer is being countered or rejected, do not sign this document.

Seller's Name: Town of Fairplay, Colorado

Seller's Name: _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

811

812

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction. This is a Change of Status.
 Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature _____ Date _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a Seller's Agent Transaction-Broker in this transaction. This is a Change of Status.

Customer. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

813

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (CBS3-5-19) (Mandatory 7-19)

3
4 THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
5 OTHER COUNSEL BEFORE SIGNING.
6

7 **CONTRACT TO BUY AND SELL REAL ESTATE**
8 **(COMMERCIAL)**
9 **(Property with No Residences)**
10 **(Property with Residences-Residential Addendum Attached)**

11 Date: _____
12

13 **AGREEMENT**

14 **1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set
15 forth in this contract (Contract).

16 **2. PARTIES AND PROPERTY.**

17 **2.1. Buyer.** Town of Fairplay, Colorado (Buyer) will take title
18 to the Property described below as Joint Tenants Tenants In Common Other N/A

19 **2.2. No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

20 **2.3. Seller.** South Platte Prospects, L.L.C. (Seller) is the current
21 owner of the Property described below.

22 **2.4. Property.** The Property is the following legally described real estate in the County of Park, Colorado:

23 [DESCRIPTION OF PROPERTY] ("Lot 1")
24
25
26
27

28 known as No. _____
29 Street Address City State Zip

30 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of
31 Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

32 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

33 **2.5.1. Inclusions - Attached.** If attached to the Property on the date of this Contract, the following items are
34 included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside
35 telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-
36 in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers
37 (including ^{N/A} remote controls). If checked, the following are owned by the Seller and included (leased items should be listed
38 under Due Diligence Documents): None Solar Panels Water Softeners Security Systems Satellite Systems
39 (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items
40 are also included in the Purchase Price.

41 **2.5.2. Inclusions - Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the
42 following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings,
43 blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates,
44 heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

45 **2.5.3. Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and
46 clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except ^{N/A}.
47 Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

48 **2.5.4. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the
49 Purchase Price:
50
51
52
53

54 **2.5.5. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
 55 N/A; and the use or ownership of the following storage facilities: N/A.

56 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

57 **2.5.6. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

58 N/A

61 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal
 62 property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance
 63 will be by bill of sale or other applicable legal instrument.

64 **2.6. Exclusions.** The following items are excluded (Exclusions):

65 N/A

66 **2.7. Water Rights/Well Rights.**

67 **2.7.1. Deeded Water Rights.** The following legally described water rights:

70 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

71 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3 and
 72 2.7.4, will be transferred to Buyer at Closing:

73 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
 74 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
 75 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
 76 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
 77 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
 78 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

79 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

80 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
 81 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
 82 legal instrument at Closing.

83 **3. DATES, DEADLINES AND APPLICABILITY.**

84 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		Title	
2	§ 8.1, 8.4	Record Title Deadline	10 days from MEC
3	§ 8.2, 8.4	Record Title Objection Deadline	20 days from MEC
4	§ 8.3	Off-Record Title Deadline	0 days from MEC
5	§ 8.3	Off-Record Title Objection Deadline	30 days from MEC
6	§ 8.5	Title Resolution Deadline	
7	§ 8.6	Right of First Refusal Deadline	
		Owners' Association	
8	§ 7.2	Association Documents Deadline	
9	§ 7.4	Association Documents Termination Deadline	
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	

Loan and Credit			
12	§ 5.1	New Loan Application Deadline	
13	§ 5.2	New Loan Termination Deadline	
14	§ 5.3	Buyer's Credit Information Deadline	
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
16	§ 5.4	Existing Loan Deadline	
17	§ 5.4	Existing Loan Termination Deadline	
18	§ 5.4	Loan Transfer Approval Deadline	
19	§ 4.7	Seller or Private Financing Deadline	
Appraisal			
20	§ 6.2	Appraisal Deadline	
21	§ 6.2	Appraisal Objection Deadline	
22	§ 6.2	Appraisal Resolution Deadline	
Survey			
23	§ 9.1	New ILC or New Survey Deadline	30 days from MEC
24	§ 9.3	New ILC or New Survey Objection Deadline	50 days from MEC
25	§ 9.3	New ILC or New Survey Resolution Deadline	50 days from MEC
Inspection and Due Diligence			
26	§ 10.3	Inspection Objection Deadline	
27	§ 10.3	Inspection Termination Deadline	
28	§ 10.3	Inspection Resolution Deadline	
29	§ 10.5	Property Insurance Termination Deadline	
30	§ 10.6	Due Diligence Documents Delivery Deadline	30 days from MEC
31	§ 10.6	Due Diligence Documents Objection Deadline	30 days from MEC
32	§ 10.6	Due Diligence Documents Resolution Deadline	40 days from MEC
33	§ 10.6	Environmental Inspection Termination Deadline	
34	§ 10.6	ADA Evaluation Termination Deadline	
35	§ 10.7	Conditional Sale Deadline	
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
37	§ 11.1, 11.2	Estoppel Statements Deadline	
38	§ 11.3	Estoppel Statements Termination Deadline	
Closing and Possession			
39	§ 12.3	Closing Date	45 days from MEC
40	§ 17	Possession Date	
41	§ 17	Possession Time	
42	§ 28	Acceptance Deadline Date	
43	§ 28	Acceptance Deadline Time	

94 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline
95 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline
96 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains
97 a selection of "None", such provision means that "None" applies.

98 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

99 **4. PURCHASE PRICE AND TERMS.**

100 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ N/A	
2	§ 4.3	Earnest Money		\$ N/A
3	§ 4.5	New Loan		\$ N/A
4	§ 4.6	Assumption Balance		\$ N/A
5	§ 4.7	Private Financing		\$ N/A
6	§ 4.7	Seller Financing		\$ N/A

7				
8				
9	§ 4.4	Cash at Closing		\$ N/A
10		TOTAL	\$ N/A	\$ N/A

101 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller
102 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
103 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
104 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
105 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
106 elsewhere in this Contract.

107 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a _____, will be
108 payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of
109 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
110 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
111 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
112 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
113 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
114 Money Holder in this transaction will be transferred to such fund.

115 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
116 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

117 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the
118 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in
119 § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller
120 agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form),
121 within three days of Seller's receipt of such form.

122 **4.4. Form of Funds; Time of Payment; Available Funds.**

123 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
124 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
125 check, savings and loan teller's check and cashier's check (Good Funds).

126 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
127 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing
128 **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, Does
129 Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing
130 in § 4.1.

131 **4.5. New Loan.**

132 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,
133 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

134 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
135 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional
136 Provisions).

137 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
138 Conventional Other _____

139 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
140 set forth in § 4.1 (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
141 presently at the rate of _____ % per annum and also including escrow for the following as indicated: Real Estate Taxes
142 Property Insurance Premium and _____

143 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will
144 not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and
145 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
146 causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or
147 provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.

148 Seller Will Will Not be released from liability on said loan. If applicable, compliance with the requirements for release
149 from liability will be evidenced by delivery on or before **Loan Transfer Approval Deadline** at Closing of an appropriate
150 letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount
151 not to exceed \$ _____.

152 **4.7. Seller or Private Financing.**

153 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
154 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed

155 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
156 including whether or not a party is exempt from the law.

157 4.7.1. **Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,
158 Buyer Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before
159 Seller or Private Financing Deadline.

160 4.7.1.1. **Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
161 Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and
162 compliance with the law. Seller has the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline, if such
163 Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

164 4.7.2. **Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
165 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
166 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before Seller
167 or Private Financing Deadline, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

168

TRANSACTION PROVISIONS

169 5. FINANCING CONDITIONS AND OBLIGATIONS.

170 5.1. **New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
171 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
172 by such lender, on or before New Loan Application Deadline and exercise reasonable efforts to obtain such loan or approval.

173 5.2. **New Loan Review.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
174 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
175 availability, payments, interest rate, terms, conditions and cost of such New Loan. This condition is for the sole benefit of Buyer.
176 Buyer has the Right to Terminate under § 25.1, on or before New Loan Termination Deadline, if the New Loan is not satisfactory
177 to Buyer, in Buyer's sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is
178 based on the Appraised Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT
179 AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY
180 WILL BE NONREFUNDABLE,** except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

181 5.3. **Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
182 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
183 discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's Credit Information Deadline, at Buyer's expense, information
184 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
185 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
186 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
187 Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If
188 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
189 Terminate under § 25.1, on or before Disapproval of Buyer's Credit Information Deadline.

190 5.4. **Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
191 documents (including note, deed of trust and any modifications) to Buyer by Existing Loan Deadline. For the sole benefit of Buyer,
192 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
193 Terminate under § 25.1, on or before Existing Loan Termination Deadline, based on any unsatisfactory provision of such loan
194 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
195 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
196 approval is not obtained by Loan Transfer Approval Deadline, this Contract will terminate on such deadline. Seller has the Right
197 to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
198 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

199 6. APPRAISAL PROVISIONS.

200 6.1. **Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
201 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
202 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
203 valued at the Appraised Value.

204 6.2. **Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
205 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

206 6.2.1. **Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
207 Purchase Price, or if the Appraisal is not received by Buyer on or before Appraisal Deadline Buyer may, on or before Appraisal
208 Objection Deadline, notwithstanding § 8.3 or § 13:

209 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
210 or
211 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
212 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).
213 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
214 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
215 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
216 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.
217 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
218 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
219 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's
220 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
221 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is
222 waived in writing by Buyer.
223 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer
224 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
225 agent or all three.

226 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and
227 subject to the declaration (Association).

228 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
229 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
230 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
231 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
232 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
233 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
234 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
235 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
236 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
237 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
238 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
239 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
240 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
241 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
242 **ASSOCIATION.**

243 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
244 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
245 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
246 of the Association Documents, regardless of who provides such documents.

247 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

248 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
249 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
250 C.R.S.;

251 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
252 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
253 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
254 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

255 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
256 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
257 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
258 (Association Insurance Documents);

259 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
260 disclosed in the Association's last Annual Disclosure;

261 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
262 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
263 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
264 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the
265 Association's community association manager or Association will charge in connection with the Closing including, but not limited to
266 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for

267 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
268 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and
269 7.3.5, collectively, Financial Documents);

270 **7.3.6.** Any written notice from the Association to Seller of a “construction defect action” under § 38-33.3-303.5,
271 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
272 Defect Documents). Nothing in this Section limits the Seller’s obligation to disclose adverse material facts as required under § 10.2
273 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
274 elements or limited common elements of the Association property.

275 **7.4. Conditional on Buyer’s Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
276 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any
277 of the Association Documents, in Buyer’s sole subjective discretion. Should Buyer receive the Association Documents after
278 **Association Documents Deadline**, Buyer, at Buyer’s option, has the Right to Terminate under § 25.1 by Buyer’s Notice to
279 Terminate received by Seller on or before ten days after Buyer’s receipt of the Association Documents. If Buyer does not receive
280 the Association Documents, or if Buyer’s Notice to Terminate would otherwise be required to be received by Seller after **Closing**
281 **Date**, Buyer’s Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to
282 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
283 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

284 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

285 **8.1. Evidence of Record Title.**

286 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
287 company to furnish the owner’s title insurance policy at Seller’s expense. On or before **Record Title Deadline**, Seller must furnish
288 to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
289 or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
290 and delivered to Buyer as soon as practicable at or after Closing.

291 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
292 company to furnish the owner’s title insurance policy at Buyer’s expense. On or before **Record Title Deadline**, Buyer must furnish to
293 Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
294 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

295 **8.1.3. Owner’s Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner’s
296 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
297 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens,
298 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid
299 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
300 paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** Town
301 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
302 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
303 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
304 § 8.5 (Right to Object to Title, Resolution).

305 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
306 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
307 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
308 Documents).

309 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
310 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
311 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
312 party or parties obligated to pay for the owner’s title insurance policy.

313 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
314 portion of the Property (Abstract of Title) in Seller’s possession on or before **Record Title Deadline**.

315 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
316 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer’s
317 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
318 any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title
319 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
320 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
321 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
322 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
323 or (3) any endorsement to the Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection,
324 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to

325 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence
326 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
327 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
328 as satisfactory.

329 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
330 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
331 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of
332 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section
333 excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to
334 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
335 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether
336 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's
337 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
338 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
339 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant
340 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,
341 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified
342 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which
343 Buyer has actual knowledge.

344 **8.4. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
345 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
346 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
347 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
348 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
349 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
350 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
351 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING
352 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
353 RECORDER, OR THE COUNTY ASSESSOR.

354 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)
355 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such
356 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**
357 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the
358 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's
359 inclusion in a special taxing district as unsatisfactory to Buyer.

360 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters
361 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer
362 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

363 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
364 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
365 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
366 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
367 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
368 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4
369 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days
370 after Buyer's receipt of the applicable documents; or

371 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before
372 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

373 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
374 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right
375 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the
376 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.
377 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this
378 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

379 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
380 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
381 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
382 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
383 laws and governmental regulations concerning land use, development and environmental matters.

384 8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE
385 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF
386 THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER
387 RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL
388 ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM
389 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,
390 GAS OR WATER.

391 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
392 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
393 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
394 RECORDER.

395 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
396 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
397 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
398 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

399 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
400 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
401 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
402 AND GAS CONSERVATION COMMISSION.

403 8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
404 not covered by the owner's title insurance policy.

405 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
406 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

407 9. NEW ILC, NEW SURVEY.

408 9.1. New ILC or New Survey. If the box is checked, a: 1) New Improvement Location Certificate (New ILC); or,
409 2) New Survey in the form of boundary survey; is required and the following will apply:

410 9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The
411 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
412 after the date of this Contract.

413 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before
414 Closing, by: Seller Buyer or:

415
416
417
418 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of
419 the opinion of title if an Abstract of Title) and N/A will receive a New ILC or New Survey on or before New
420 ILC or New Survey Deadline.

421 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to
422 all those who are to receive the New ILC or New Survey.

423 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
424 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
425 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
426 Seller incurring any cost for the same.

427 9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the
428 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer
429 may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:

430 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

431 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
432 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

433 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or
434 before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on
435 or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New
436 Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before
437 such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.

439 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.**

440 **10.1. Seller's Property Disclosure.** On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer
441 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
442 to Seller's actual knowledge and current as of the date of this Contract.

443 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
444 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
445 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
446 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
447 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
448 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

449 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
450 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical
451 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,
452 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property
453 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any
454 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the
455 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,
456 Buyer may:

457 **10.3.1. Inspection Objection.** On or before the Inspection Objection Deadline, deliver to Seller a written
458 description of any unsatisfactory condition that Buyer requires Seller to correct; or

459 **10.3.2. Terminate.** On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 25.1,
460 that this Contract is terminated due to any unsatisfactory condition. Inspection Termination Deadline will be on the earlier of
461 Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.

462 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before Inspection Objection
463 Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline,
464 this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer's written withdrawal of the Inspection
465 Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline.

466 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
467 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
468 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
469 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
470 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
471 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
472 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
473 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed
474 pursuant to an Inspection Resolution.

475 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
476 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before Property Insurance
477 Termination Deadline, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

478 **10.6. Due Diligence.**

479 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
480 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before Due Diligence Documents
481 Delivery Deadline:

- 482 **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- 483 **10.6.1.2.** Property tax bills for the last _____ years;
- 484 **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,
485 electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now
486 available;
- 487 **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- 488 **10.6.1.5.** Operating statements for the past _____ years;
- 489 **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- 490 **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
491 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

492
493

- 494 10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet
495 completed and capital improvement work either scheduled or in process on the date of this Contract;
496 10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made
497 for the past _____ years;
498 10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
499 earlier under § 8.3);
500 10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports,
501 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
502 other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's
503 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
504 10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
505 Property with said Act;
506 10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority
507 with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
508 10.6.1.14. Other documents and information;

509
510
511 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence
512 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,
513 Buyer may, on or before **Due Diligence Documents Objection Deadline**:

514 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
515 or

516 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
517 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

518 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
519 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
520 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
521 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
522 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

523 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
524 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
525 the Property, in Buyer's sole subjective discretion.

526 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
527 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
528 **Phase I Environmental Site Assessment**, **Phase II Environmental Site Assessment** (compliant with most current version
529 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
530 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
531 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
532 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
533 tenants' business uses of the Property, if any.

534 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
535 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
536 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the
537 **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II
538 Environmental Site Assessment.

539 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the
540 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
541 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
542 subjective discretion.

543 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any
544 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

545 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
546 owned by Buyer and commonly known as _____. Buyer has the Right to Terminate
547 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property
548 is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to
549 Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

550 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** [Intentionally Deleted]

551 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
552 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease

553 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
554 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
555 or delayed.

556 **11. ESTOPPEL STATEMENTS.**

557 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
558 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
559 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
560 attached to a copy of the Lease stating:

561 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

562 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
563 amendments;

564 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

565 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

566 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

567 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
568 demising the premises it describes.

569 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
570 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
571 required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

572 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 25.1, on or before **Estoppel**
573 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
574 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
575 waive any unsatisfactory Estoppel Statement.

576

CLOSING PROVISIONS

577 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

578 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
579 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
580 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
581 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
582 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
583 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

584 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
585 this Contract.

586 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
587 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
588 Town.

589 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
590 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

591 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
592 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

593 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's
594 deed _____ deed. Seller, provided another deed is not selected, must execute and deliver a good
595 and sufficient special warranty deed to Buyer, at Closing.

596 Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
597 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

598 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
599 or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed
600 as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by
601 Seller from the proceeds of this transaction or from any other source.

602 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

603 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
604 to be paid at Closing, except as otherwise provided herein.

605 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller
606 One-Half by Buyer and One-Half by Seller Other Town _____.

607 15.3. Status Letter and Record Change Fees. At least fourteen days prior to Closing Date, Seller agrees to promptly
608 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter
609 must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller. Any Record Change Fee must
610 be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.

611 15.4. Local Transfer Tax. The Local Transfer Tax of _____% of the Purchase Price must be paid at Closing by
612 None Buyer Seller One-Half by Buyer and One-Half by Seller.

613 15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
614 as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller
615 One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):
616 _____ in the total amount of _____% of the Purchase Price or \$ _____.

617 15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
618 \$ _____ for:

619 Water Stock/Certificates Water District
620 Augmentation Membership Small Domestic Water Company _____

621 and must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller

622 15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by
623 None Buyer Seller One-Half by Buyer and One-Half by Seller.

624 15.8. FIRPTA and Colorado Withholding.

625 15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
626 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
627 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
628 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
629 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
630 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
631 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
632 if an exemption exists.

633 15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds
634 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
635 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
636 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
637 tax advisor to determine if withholding applies or if an exemption exists.

638 16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the Closing Date, except as
639 otherwise provided:

640 16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
641 year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and Most
642 Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran
643 exemption or Other _____.

644 16.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to Buyer
645 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer
646 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's
647 obligations under such Leases.

648 16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in
649 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
650 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
651 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
652 assessment assessed prior to Closing Date by the Association will be the obligation of Buyer Seller. Except however, any
653 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
654 assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments
655 against the Property except the current regular assessments and _____. Association Assessments are
656 subject to change as provided in the Governing Documents.

657 16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

658 16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

659 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the
660 Leases as set forth in § 10.6.1.7.
661 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
662 to Buyer for payment of \$ _____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and
663 **Possession Time** until possession is delivered.

664

GENERAL PROVISIONS

665 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

666 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time
667 (Standard or Daylight Savings as applicable).

668 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the
669 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or
670 federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a Saturday,
671 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

672 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
673 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
674 condition existing as of the date of this Contract, ordinary wear and tear excepted.

675 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
676 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
677 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
678 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
679 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to
680 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
681 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
682 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
683 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
684 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
685 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
686 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
687 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

688 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
689 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
690 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
691 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
692 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
693 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
694 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the
695 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
696 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
697 Closing.

698 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
699 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
700 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
701 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
702 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
703 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

704 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
705 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

706 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
707 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title
708 and consultation with legal and tax or other counsel before signing this Contract.

709 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this
710 Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,

711 honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting
712 party has the following remedies:

713 **21.1. If Buyer is in Default:**

714 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
715 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the
716 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
717 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

718 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may
719 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
720 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and
721 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
722 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
723 additional damages.

724 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
725 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat
726 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

727 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
728 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
729 reasonable costs and expenses, including attorney fees, legal fees and expenses.

730 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
731 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
732 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
733 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
734 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
735 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
736 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a
737 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
738 Section will not alter any date in this Contract, unless otherwise agreed.

739 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
740 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
741 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
742 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
743 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
744 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
745 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
746 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
747 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time
748 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
749 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

750 **25. TERMINATION.**

751 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
752 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
753 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
754 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
755 and waives the Right to Terminate under such provision.

756 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned
757 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

758 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
759 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
760 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
761 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
762 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
763 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

764 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

765 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
766 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices
767 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
768 received by the party, not Broker or Brokerage Firm).

769 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or
770 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
771 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)
772 at the electronic address of the recipient by facsimile, email or _____.

773 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
774 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
775 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

776 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
777 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
778 located in Colorado.

779 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
780 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before
781 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
782 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
783 copies taken together are deemed to be a full and complete contract between the parties.

784 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
785 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
786 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and**
787 **Due Diligence.**

788 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

789 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
790 Commission.)

791 **1.** This contract is subject to and contingent on the mutual exchange of properties between the
792 buyer and seller. Should the transfer of property from the buyer to seller pursuant to that contract
793 to buy and sell real estate entered into between the buyer and seller executed
794 contemporaneously herewith be terminated so shall this Contract.
795
796
797
798

799 **31. OTHER DOCUMENTS.**

800 **31.1.** The following documents are a part of this Contract:

801 The Land Exchange Agreement executed by Buyer and Seller on _____.

804 **31.2.** The following documents have been provided but are not a part of this Contract:
805
806
807

808 **SIGNATURES**

809 Buyer's Name: Town of Fairplay, Colorado Buyer's Name: _____

Buyer's Signature Date Buyer's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

810 [NOTE: If this offer is being countered or rejected, do not sign this document.

Seller's Name: South Platte Prospects, LLC

Seller's Name: _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

811

812

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction. This is a Change of Status.

Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature _____ Date _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a Seller's Agent Transaction-Broker in this transaction. This is a Change of Status.

Customer. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

813



To: Fairplay Board of Trustees
From: Acting Police Chief Bo Schlunsen
Date: 21 September, 2020
Re: September Report to the Board

This Report to the Board includes statistics that would have been in the August report.

From July 11 through September 16, there were 41 case reports written. I have written numerous supplemental reports documenting the destruction of evidence as I make a concerted effort to clean out the evidence room. There is evidence in there from 1982!

We responded to 8 animal calls, 3 abandoned vehicles, 1 assault, 3 theft/fraud, 22 civil/neighbor disputes, 5 code violations, 32 agency assists, 1 DHS call, 3 Disorderly Conduct calls, 2 Domestic Violence calls, 1 Elder Abuse call, 4 9-1-1 calls, 3 alarms, 3 Juvenile complaints, 1 Menacing call, 5 mental health calls, 2 missing person/runaway calls, 2 parking complaints, 7 Drunk Driving complaints, 1 Safe2Tell report, 7 suspicious person calls, 7 Traffic Crash investigations, 8 Welfare Checks, 3 V.I.N. checks and 1 Protection Order Violation. We made 136 Directed Patrols, 1 warrant arrest, obtained 1 arrest warrant, 6 school security patrols, 2 felony investigations, 4 criminal summonses, 14 traffic tickets and 8 traffic warnings.

We all took an 8 hour certification course for the Taser and all completed a 4 hour Arrest Control/Defensive Tactics refresher.

We've all noticed the increase in tourism since the lockdown. Our visitors appear to be behaving well and aren't causing much in the way of problems. The Police Department is operating at about normal activity.



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MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Assistant Town Administrator and Public Works Director

RE: Staff Report

DATE: September 17, 2020

As the summer comes to a close the Public Works crew is transitioning from our summer projects into our winter projects and routine. Gerrits and Sean both have taken a keen interest in training Chris Bannister and I have a lot of confidence in the crew coming into the winter.

Since taking over as Public Works Director I have received a significant buy in from the crew in regard to the direction of the department. Our summer priorities consisted of completing projects which would have a direct and noticeable positive impact on the lives of our community members, managing and assisting in the Towns Capital Projects (River Park Phase One, asphalt overlay, installation of the EV Charging Stations, etc.

Of late staff has been working and meeting with SGM, Bill Hahn of Hahn Water Resources and Rick Fendel and Matt Poznanovic of Petrock Fendel Poznanovic, P.C.—the Town’s water attorneys—regarding the evaluation of the Town’s water system. As you know, Angie and SGM have presented the Water Supply Study and Development Plan for you tonight. We will be returning before the Board at a later date with a staff proposal regarding next steps. Please be assured that the water system is more than able to provide adequate supply for our demand.

Of course, there has been much more going on in the Public Works world. Please ask me any questions you may have.