

Town of Rico Memorandum

Date: January 19, 2023

TO: Town of Rico Board of Trustees

From: Chauncey McCarthy

## **2023 Work Plan**

Having the Board of Trustees determine a list of goals and objectives for the 2023 year and beyond will help prioritize town's resources and my time. There are a fair number of projects in process currently include the town shop, parks and rec improvements, VCUP, sewer system engineering and funding, and Silver Creek water system. I understand that there may be other needs for the town and community that should be met outside of the projects currently in motion. Please think of 3 – 5 goals you want to see the town work towards over the next 5 years (These goals can be related to current projects. Please consider all facets of the community when thinking about the town's goals and objectives. They do not all need to be tied to infrastructure.). For each goal, think of up to three objectives that relate to successful completion of the goal. During the work session we will discuss these goals and objectives and work towards determining a reasonable timeline for each item. This timeline will be valuable for future budgeting.

## **Presentation by San Miguel Power Association**

Terry Schuyler from San Miguel Power Association will present.

## **Detachment and annexation of Rico from the Dolores School District**

Superintendent Pandolfo to provide an update on the detachment and annexation process.

## **Appointing of Board of Trustees seat**

Included in this packet is a letter of interest for the vacant Board of Trustees seat.

## **Appointing of Planning Commission seats**

Included in this packet are four letters of interest for the open seats on the Planning Commission.

*RLUC 702:*

*702.1 MEMBERSHIP Composition. The RPC shall consist of five regular members and first and second alternate members who shall be appointed by the Board of Trustees.*

*702.2 Terms. Members shall be appointed for two year staggered terms commencing on January 1st. The term for 3 regular members and the second alternate shall commence on even numbered years and the term for 2 regular members and the first alternate shall be commence on odd numbered years.*

The planning commission has four open seats; two regular seats whose terms have ended, one alternate seat whose term has also ended, and an additional alternate seat which was vacated.

**Consideration of a letter of support for the Rico Fire Protection District application for an enterprise zone designation.**

Included in the packet is a letter of support for the Rico Fire Protection District application for an enterprise zone designation. If their application is approved by the Region 9 and the Southwest EZ program, financial donors for the new station will be entitled to EZ capital investment tax credits.

**Consideration of an agreement between the United States Forest Service and the Town of Rico regarding Forest Service Road 422 and Burnett Creek Bridge**

Included in this packet is a letter from the Forest Service discussing Forest Service Road 422, which consists of Mantz, River, Picker, Eder Street, and continues past the town's boundary, accessing Forest Service land and Calico trail network. The FS reconstructed the Burnet bridge which crosses the Dolores River in 1991 with the intentions of conveying the bridge to the town. This never transpired and FS has provided an agreement that they would like to town to consider, changing custody of the bridge and road.

This item was discussed at last month's meeting, and the board requested that our legal counsel review the agreement. Legal provided a redline copy which was approved by the forest service. The revised copy has replaced the original agreement sent by the FS and has been included in packet. There was also a request that the most recent CDOT engineering report be included in the packet.

**Consideration of second reading Ordinance No. 2022-12 an Ordinance of the Town of Rico, amending the Rico Land Use Code Fee Schedule, and adopting the UBC 97 table no. 1-a – building permit fees**

Included in this packet is Ordinance No. 2022-12 an Ordinance of the Town of Rico, amending the Rico Land Use Code Fee Schedule, and adopting the UBC 97 table no. 1-a – building permit fees. The proposed ordinance was a discussion item during the November 16, 2022, Board of Trustees meeting. There is also a staff memo reviewing this proposed Land Use Code amendment to the RLUC review standards.

The Board of Trustees conducted a public hearing on December 21, 2022 and approved the first reading of Ordinance No. 2022-12 with no requested amendments.

**Consideration of first reading Ordinance No. 2023-01 an Ordinance of the Town of Rico, Colorado approving the sale of town owned property located at 13 South Glasgow Avenue**

Included in the packet is Ordinance No 2023-01 which approves the sale of town owned property located at 13 South Glasgow Avenue. If the town sales any property an ordinance is required approving the sales per the Town's charter. This ordinance must go through two readings and is not effective until 30 days after the second reading.

**Consideration of a liquor license renewal, Garden Bar, applicant.**

Included in this packet is a liquor license renewal for the Garden Bar. The application is complete and compliant, and the applicant is in good standings. Staff recommends approval.

**Consideration of a liquor license renewal, Prospector Bar and Grill, applicant**

Included in this packet is a liquor license renewal for the Prospector. The application is complete and compliant, and the applicant is in good standings. Staff recommends approval.

### **Voluntary lead soils clean up (“VCUP”) agreement status**

Mayor Pieterse to lead a discussion on the status of the Voluntary lead soils clean up (“VCUP”) agreement.

### **2022 year-end financial review (Q4)**

The town finished the 2022 fiscal year in a good position. Revenue for all funds finished higher then budgeted and expenditures in general did not exceed appropriated funds during the 2022 year. Sales tax continued to track strongly through the end of the year. This allowed the town to purchase the loader outright and expend funds on the shop project without seeing any deficit in the General Fund. Included in the packet are the comparative income to budget statements for the board to review. Some of the fund balances on theses comparative statements are not representative of the actual balance due to the way our liabilities and capital depreciation is setup in the accounting software. Also included in the packet is the balance sheet for the general fund. This captures both cash accounts related to this fund, C-SAFE and Dolores State Bank. The C-SAFE account has been open since November.

Fund	2021	2022	Difference
General (DSB)	\$974,035.61	\$796,250.70	
General (CSAFE)		\$301,831.78	\$124,046.87
Water	\$94,168.77	\$269,870.70	\$175,701.93
Street	\$73,494.76	\$145,913.58	\$72,418.82
Park	\$101,922.36	\$101,503.97	(\$418.39)
Conservation	\$40,873.93	\$44,595.71	\$3,721.78
Sewer	\$216,125.38	\$237,795.71	\$21,670.33
			\$397,141.34

## RICO TOWN BOARD MEETING MINUTES

Date: December 21, 2022

### Call to order

Mayor Nicole Pieterse called the meeting to order at 7:00PM.

**Trustees Present:** Mayor Nicole Pieterse  
Mayor Pro Tem Patrick Fallon  
Trustee Joe Dillsworth  
Trustee Christopher Condon (Zoom)  
Trustee Joe Croke

**Trustees Absent:**  
Trustee Benn Vernadakis

**Staff Present.** Chauncey McCarthy (Zoom), Anna Wolf, Wilton Anderson

### Approval of the Agenda

#### Motion

To approve the agenda.

**Moved by** Trustee Joe Croke, seconded by Mayor Pro Tem Patrick Fallon.

**Vote.** A roll call vote was taken and the motion was approved, 5-0.

### Approval of the Minutes

#### Motion

To approve the minutes.

**Moved by** Trustee Joe Dillsworth, seconded by Trustee Joe Croke.

**Vote.** A roll call vote was taken and the motion was approved, 5-0.

### Consent Agenda

#### Payment of the Bills

Chauncey McCarthy talked about the Bulson Survey bill.

#### Motion

To approve the payment of the bills.

**Moved by** Trustee Joe Croke, seconded by Mayor Nicole Pieterse.

**Vote.** A roll call vote was taken and the motion was approved, 5-0.

### Public Comment:

Will Nolan gave an update on the Skate Park project. THE features that were donated from Telluride.

### **Action Items**

Public Hearing: Disturbance permit for the Dolores River Trail Development, located on portions of the Hillside 1, 2, and Yankee Boy, Rebecca and Gordon Mortensen, applicants.

Town Manager Chauncey McCarthy gives summary of the application highlighting the items included in the packet as well as the staff memo.

Mayor Nicole Pieterse impressed upon the Board that if approved this would be conditioned upon the subdivision approval.

Public Comment:

Larry Carver asked the Board who monitors the quality of the work done.

Mayor Nicole Pieterse expressed that the Town would hold collateral with which anything could be fixed if need be.

### **Motion**

To approve the Disturbance permit for the Dolores River Trail Development on the condition that the subdivision receive final approval first, on the conditions that these improvements are addressed in the subdivision improvement agreement.

**Moved by** Mayor Nicole Pieterse, seconded by Mayor Pro Tem Patrick Fallon.

**Vote.** A roll call vote was taken and the motion was approved, 5-0

Public Hearing: Disturbance permit for the Sam Patch patented mining claim, Rebecca and Gordon Mortensen, applicants.

Town Manager Chauncey McCarthy gives summary of the application.

The Board discussed the water rights issues and conditions surrounding this application.

Mayor Nicole Pieterse asked if the applicants had started work on this disturbance.

Town Manager Chauncey McCarthy relayed the information the applicant provided with regarding the removal of willows. The applicant did not know the LUC standards and used the army Corp of Engineers standards when they started the work. This disturbance permit would bring them into compliance.

Public Comment:

Larry Carver impressed upon the Board that Iron Draw is iconic and has gone down to a trickle but has never gone dry. Who is going to monitor the water that is being taken out of Iron Draw? He also asked why the ponds cannot be moved to the North where they would not be in the wetlands area.

Mayor Nicole Pieterse that a lot of Larry's questions are not within the Town's preview.

Board Deliberation:

Discussion was had on the location of the ponds and why they cannot be moved out of the wetlands area.

### **Motion**

To continue to the January Town Board Meeting with additional mapping and verification on why it cannot be outside of the wetlands.

**Moved by** Trustee Joe Croke, seconded by Mayor Nicole Pieterse.

Board Discussion: the Board would like the applicants to be present to answer questions the Board has.

**Vote.** A roll call vote was taken and the motion was approved, 5-0

Consideration of first reading Ordinance No. 2022-12 an Ordinance of the Town of Rico, amending the Rico Land Use Code Fee Schedule, and adopting the UBC 97 table no. 1-a – building permit fees

Town Manager gave a summary of ordinance 2022-12. This went in front of the Planning Commission and is recommend for approval 4-1.

**Motion**

To approve the first reading of Ordinance No. 2022-12.

**Moved by** Trustee Joe Croke, seconded by Mayor Pro Tem Patrick Fallon.

**Vote.** A roll call vote was taken and the motion was approved, 5-0.

Consideration of Ordinance No. 2022-13 An Emergency Ordinance of the Town of Rico, Colorado, Enacting a Temporary Moratorium on the Acceptance of Applications for Major or Minor Subdivisions, and Residential or Commercial Planned Unit Developments

Town Manager gives summary of the Emergency Ordinance.

The Board discussed the length of the moratorium to ensure it is appropriate to complete dealing with the water issue and find a solution.

Wilton Anderson advised that 6 months is recommended for moratoriums it can be reevaluated at 6 months and extended if needed.

Public Comment:

Skip Zeller: Impressed upon the Board that this is a turning point. The Town and people of the Town have an obligation to the environment and the community. Does the Town really need 650 more houses? If dealing with the sewer is so difficult how are we going to ensure enough water?

Larry Carver: Asked about restrictions to drill wells. Board members answered that your parcel must be 35+ acres.

John Miller: would like to extend Telski as a good neighbor who would like to help.

Board Discussion:

Joe Croke expressed that it would be worthwhile to have new water engineering done. Getting engineering to get Silver Creek back online.

Chauncey McCarthy explained that the Town had engineering done in 2018.

**Motion**

To approve the Emergency Ordinance No. 2022-13 An Emergency Ordinance of the Town of Rico, Colorado, Enacting a Temporary Moratorium on the Acceptance of Applications for Major or Minor Subdivisions, and Residential or Commercial Planned Unit Developments

**Moved by** Trustee Joe Dillsworth, seconded by Mayor Pro Tem Patrick Fallon.

**Vote.** A roll call vote was taken and the motion was approved, 5-0.

How to move forward with the pending application in Water Court

**Motion**

To withdraw the application and to reassign all water legal matters to our town attorney.

**Moved by** Trustee Joe Croke, seconded by Mayor Nicole Pieterse.

**Vote.** A roll call vote was taken and the motion was approved, 5-0.

Consideration of an agreement between the United States Forest Service and the Town of Rico regarding Forest Service Road 422 and Burnett Creek Bridge.

Town Manager Chauncey McCarthy gave a summary of this agreement. The reason it is coming in front of the board is because the Service road and Burnett Creek Bridge were never conveyed to the Town.

Derek Padilla, Dolores District Ranger spoke to the condition of the bridge. The background that the Town has maintained it for the past 30 years.

Mayor Nicole Pieterse requested that the town attorney look over the agreement and change the verbiage in paragraph II.

**Public Comment:**

Skip Zeller asked clarifying questions on where FS 422 public access starts.

**Board discussion:**

Joe Croke: reluctant to accept without second opinion about the bridge.

Chauncey McCarty explained there was a CDOT yearly review as well.

Mayor Pro Tem Patrick Fallon would like legal to look the agreement over before motion is made.

Donation to Southwest Colorado Rural Philanthropy Days

Town Manager gave a summary

**Motion**

To approve \$250 Donation to Southwest Colorado Rural Philanthropy Days

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**Moved by** Trustee Joe Dillsworth, seconded by Trustee Joe Croke.

**Vote.** A roll call vote was taken and the motion was approved, 5-0.

**Staff Report**

Clerk's Report

Working on the end of year budget and closing out the month, quarter, and year. As this is new to the clerk she is making sure all is in order.

Manager's Report

Town manager gave a shout-out to Dennis and Esteban for fixing the 70,000gallon water leak. The repair was prompt. They were able to locate, fix and finish the job in a very long day.

An Ultra race has approached the Town to set up an aid station in the park the dates are August 18-19. Town manager wanted to get thoughts from the Town Board on this event.

The vacant seats on the Town Board and Planning Commission have been notices.

The Town Manager is working with the County to open the food bank again.

The Town Manager would like to host an employee appreciation at the Fireweed December 30<sup>th</sup>.

Consideration of a micro grid within the community with San Miguel Power. Allyn Svoboda gave a presentation of the Micro Grid.

## **Discussion Items**

### VCUP Status Update

Mayor Nicole Pieterse gave a detailed summary. There will be a revision in Q1 2023 by the Board.

### Internet committee and grant update

Jim Ostrem gave an update on the timeline for the upgrade and the current steps that are being taken.

### Town Shop Update

Town manager gave a summary. He elaborated on materials present in the packet. The Town will be shooting to apply for the February DOLA grants. He talked over finance opportunities. Including renting one bay to SMART rather than being tied to IGAs. The board liked the design of the new Shop.

### Town Park Planning

Chauncey gave a summary of the findings regarding funding the park project. He outlined the timeline moving forward including: Community outreach starting late January 2023, grants and fundraising until June 2024, breaking ground July 2024, and opening by October 2024.

### Wastewater preliminary engineering report addendum request for proposal

Town manager gave a summary of the handout.

### Work session regarding 2023 work plan

It was agreed upon to start a work session at 6:00PM before the January 18<sup>th</sup>, 2023 regularly scheduled Town Board Meeting

## **Motion**

To adjourn Board of trustee and enter Executive Session: Personnel matters except if the employee who is the subject of the session has requested an open meeting." § 24-6-402(4)(f)(I), C.R.S Bike shop contract, Town owned commercial space §24-6-402(4)(e), C.R.S. Determination of positions relative to matters that may be subject to negotiations, development of strategy for negotiations and instruction of negotiators

**Moved by** Trustee Joe Croke, seconded by Mayor Nicole Pieterse.

**Vote.** A roll call vote was taken and the motion was approved, 5-0.

The meeting adjourned at 9:10 PM.

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Anna Wolf  
Rico Town Clerk

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Nicole Pieterse  
Mayor



NEW Town of Rico - Open Park Fund  
Check Register  
For the Period From Jan 1, 2023 to Jan 31, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1733	1/17/23	Fun Center	11000	40,680.74
1734	1/18/23	San Miguel Power Associ	11000	23.00
1735	1/18/23	CIRSA	11000	2,500.00
1736	1/18/23	WM Corporate Services, I	11000	99.52
Total				<u>43,303.26</u>

2018 NEW Town of Rico - Street Fund  
Check Register  
For the Period From Jan 1, 2023 to Jan 31, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
2831	1/18/23	Slavens, Inc	10000	63.98
2832	1/18/23	Partners in Parts, Inc	10000	101.91
2833	1/18/23	San Miguel Power Associ	10000	178.00
2834	1/18/23	Honnen Equipment	10000	1,349.31
2835	1/18/23	Rico Telephone Company	10000	42.77
2836	1/18/23	Senergy Petroleum, LLC	10000	1,864.95
2837	1/18/23	CIRSA	10000	3,500.00
2838	1/18/23	WM Corporate Services, I	10000	140.31
Total				7,241.23

NEW Town of Rico - Water Fund  
**Check Register**  
For the Period From Jan 1, 2023 to Jan 31, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
4478	1/18/23	AT&T Mobility	10000	111.43
4479	1/18/23	DPC Industries, Inc	10000	158.71
4480	1/18/23	Harris Water Engineering,	10000	1,430.00
4481	1/18/23	Rico Telephone Company	10000	115.00
4482	1/18/23	CIRSA	10000	6,500.00
4483	1/18/23	Green Analytical Lab	10000	100.00
4484	1/18/23	Fraley Propane LLC	10000	402.00
4485	1/18/23	San Miguel Power Associ	10000	430.00
4486	1/18/23	San Juan Basin Health De	10000	35.00
Total				<u>9,282.14</u>

NEW Town of Rico - General Fund  
**Check Register**  
 For the Period From Jan 1, 2023 to Jan 31, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
17627	1/17/23	Chauncey P. McCarthy	10000	2,190.11
17628	1/17/23	Michael A. Moran	10000	253.32
17629	1/17/23	Michael T. O'Connor	10000	671.40
17630	1/17/23	Dennis E. Swank	10000	1,445.89
17631	1/17/23	Anna C. Wolf	10000	1,325.41
17632	1/17/23	Stephen C. Roberts	10000	2,265.54
17633	1/18/23	Utility Notification Center	10000	2.60
17634	1/18/23	CO Rural Water	10000	300.00
17635	1/18/23	San Miguel Power Associ	10000	115.00
17636	1/18/23	Karp Neu Hanlon, PC	10000	3,811.50
17637	1/18/23	Jon Kelly	10000	375.00
17638	1/18/23	Fraley Propane, LLC	10000	603.00
17639	1/18/23	Rico Telephone Company	10000	239.83
17640	1/18/23	CIRSA	10000	6,511.91
17641	1/18/23	Century Link	10000	49.72
17642	1/18/23	WM Corporate Services, I	10000	99.52
Total				<u>20,259.75</u>

Dear Chauncey and Rico Town Board Members,

Thank you all for the time you commit to our community and the hours of volunteer hours you have spent tirelessly working to keep Rico a place worth living. I look forward to collaborating with such a great group of neighbors to preserve the unique aspects of the mountain life in Rico.

I am writing to submit my letter of interest for the vacant seat on the Rico Town Board. Most of you know me and that I have been a Rico resident for 2.5 years, after buying a home on Piedmont. In my short time in the community, I have made it my passion to learn and listen to as many voices in the Rico community and building strong relationships in my new community.

My last long-term home was in Gunnison, CO where I attended Western Colorado University and become quite active in the community. I eventually moved from Gunnison and have been living a transient existence for the past 10 years, working in the mountain bike industry and, most recently, in community trail development. In these roles I have had the opportunity to experience and learn from communities all over the U.S. and Europe.

I will bring a unique skillset to the Rico town board, filled with diverse experience in business and non-profit work, community organizing, and open mindedness around community trajectory. My focus in Rico is to help build community collaboration, unity, and deep conversation around community values.

I know there are big changes in store for Rico and I feel we as a community have the ability to steer that change in a way that reflects the unique values and history of this remote mountain community.

Please feel free to reach out should you have any additional questions.

With gratitude,

Jordan Carr  
970-343-2741  
JordanJCarr@gmail.com

Dear Mr. McCarthy and Trustees,

Please consider this written notice of my interest in being considered for the Rico Planning Commission (Commission) for an additional term. I have sat on the Commission since the spring of 2018 and believe opportunities remain for me to contribute in this position. I have particular interest in the finalization and approval of the new Rico Land Use Code (LUC), which, as a current Commission member, I have already spent considerable time working on. This project is overdue and important in that it will provide more straightforward guidance for residents and landowners in Rico going forward. I would like to see this project through and believe maintaining continuity on long-term projects like the LUC updates will result in the most efficient and thorough conclusion. I have prioritized Planning Commission meetings during my tenure, attended in person whenever possible, and have contributed individually to the consideration of every item that has come before the Commission during my terms. I have received positive feedback on those contributions from my fellow Commissioners and Rico citizens alike.

As far as my background goes, I possess undergraduate and graduate degrees in Environmental Engineering, with a strong focus on Water and Wastewater Treatment. I have significant professional experience with compliance of various regulations at local, state, and federal levels, including a stint at the Colorado Department of Public Health & Environment (CDPHE) as a Permit Engineer. I am currently a registered Professional Engineer in the State of Colorado. I feel confident reviewing applications, including technical figures and plans, and speaking to them in both technical and plain language. With that said, I have always approached my time on the Commission as a learning opportunity and am equally eager to listen as I am to contribute to any given topic. I have lived in Rico for 6 years, owned a house in Rico for 4.5 years, and was raised in the region over in Ouray County. I understand and appreciate both the unique challenges, and the very special character, that come with a small town and will continue to keep both in mind if given the opportunity to serve another term.

Please let me know if I can provide any additional information or answer any questions you may have. Thank you for your time and consideration.

Sincerely,

Cristal Hibbard  
970.596.7366  
[cristal.hibbard@gmail.com](mailto:cristal.hibbard@gmail.com)

Dear Planning and Zoning Commission:

**Re: Letter of Interest for Seat on the town of Rico P & Z Commission**

I write to express interest in joining the Planning and Zoning Commission for the town of Rico. Our growth and development are of great interest.

By way of a brief introduction, I am a local resident and property owner in Rico (102 N Hancock). Professionally, I sell real estate in the region and have been licensed since 2005. My passions include coaching girl's hockey and advocating for sustainable growth and private property rights.

I moved to the Telluride area in 2001 and have seen recessions and booms, which have created a tremendous amount of growth and need in various ways.

Looking at our town's current and future potential issues I believe I can add value to this panel as follows:

- I have Board experience. I spent seven years in leadership for the Association of Realtors. After a ten-year break, I currently hold a seat on the Board as the local representative at the state level.
- I have experience in seeing growth in our region and how it affects our infrastructure, community and local economy and sustainability.
- Having made this region my home for the past two decades, I am personally invested in seeing sustainable growth. Growth is inevitable and can be wonderful bringing vibrancy and a healthy community to our mountain hamlet for our residents.

Further, I am very comfortable working with people who think differently than I do. At the end of the day, we all love where we live. We might choose different paths and words to get to where we would like to be, but mostly we all want a similar outcome.

Thank you for your consideration.

Best,

Kip Smith

12/27/2022

Dear Rico Board of Trustees,

I am writing to publicly announce my interest in maintaining my position as Planning Commission Chairman. I've spent the past two years getting familiar with the Rico LUC and would like to see through the revisions and implementation of the new code. I enjoy working with the current town staff and town planner, and would be honored to remain on the Planning Commission.

Sincerely,

Michael Contillo



Hi Chauncy,

Yes, I would be happy to serve again.

Kind regards,  
Brad

Bradley Fox, Attorney  
Fox Law Group, LLC  
P.O. Box 163  
Rico, CO 81332  
P - (970) 317-3580  
F - (866) 348-4107

<http://www.foxgroupllc.com/>



**TOWN OF RICO**  
**INCORPORATED OCTOBER 11, 1879**  
**2 North Commercial Street**  
**Post Office Box 9**  
**Rico, Colorado 81332**  
**Office # 970.967.2861**  
**Fax # 970.967.2862**  
**[www.ricocolorado.gov](http://www.ricocolorado.gov)**

Attention to: Region 9 Enterprise Zone Program

The Town of Rico supports the RFPD/Rico Fire Protection District's proposal for an Enterprise Zone Contribution project in support of their anticipated Firehouse expansion.

RFPD is the sole emergency response agency in eastern Dolores County, and also is the primary emergency response to a 35-mile section of Colorado Highway 145. In addition to structural fire protection for the Town and regional wildland fire response, RFPD provides the only ambulance service between Telluride and Dolores, and is also the base of operations for Dolores County search and rescue (SAR) for eastern Dolores County.

RFPD plans to construct an additional building in order to house the significant amounts of apparatus and equipment needed for their emergency response operations and to add classroom and training space for their responders and providers.

Additional space would also improve RFPD's ability to seat, feed and shelter people: as one of the few public spaces in Town, the Firehouse is used for community and fundraising events, and is designated in the Dolores County Emergency Operating Plan as an emergency shelter.

We recognize that, while the District provides many services and covers a wide area, the tax base that supports the District is limited to the Town of Rico. We believe that RFPD's approval for the Enterprise Zone designation will encourage the significant private donations that will be necessary to realize this project.

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Nicole Y Pieterse, Mayor



File Code: 2720

Date: 11/8/2022

The Honorable Nicole Pieterse  
Mayor of the Town of Rico  
P.O. Box 9  
2 Commercial Street  
Rico, CO 81332

Dear Mayor Pieterse:

I am writing to clarify the status of the road that begins within the Town of Rico and becomes National Forest System (NFS) Road 422 outside of the Town plat boundary. This road begins on the west side of Colorado State Highway 145 as West Mantz Avenue, turns left and becomes South River Street, then turns right as South Picker Street, and right again, becoming West Elder Street until it crosses the boundary of the Rico Townsite. Please see the enclosed map.

The Forest Service does not have any records that the agency constructed, owns, holds easements for, is responsible for, or has maintained the portion of the road within the Town limits. According to the Rico Town Manager and Country Recorder and Assessor's Office, the Town does not have any records regarding the ownership of this road. It is our understanding that the Town or County has maintained this portion of road for more than 30 years. The Forest Service is updating its records to reflect that the portion of road within the Town boundary is not an NFS Road.

In 1991, the Forest Service reconstructed the Burnett Creek Bridge, which crosses the Dolores River on this portion of road, to improve access to NFS Road 422 and NFS lands. According to the agency's files, this was based on an informal agreement with the Town of Rico and Dolores County. The Forest Service and the Town intended for the custody and responsibility for the operation and maintenance of the Burnett Creek Bridge to be transferred to the Town of Rico. Please see the enclosed letter from William T. Sexton, Forest Supervisor dated June 2, 1992, to Jim Greene, Mayor of Rico. However, this transfer never occurred according to Town and agency records. It is our understanding the Town of Rico is still interested in the transfer of the Burnett Creek Bridge, and we have drafted the enclosed agreement for the Town's consideration.

Please respond whether: (1) the above conforms with the Town of Rico's records and understanding regarding the status of this portion of road within the Town plat boundary; and (2) the Town of Rico is interested in obtaining custody of the Burnett Creek Bridge and whether the draft agreement is satisfactory or requires changes.

Thank you for your time and consideration.

If you have any questions regarding this letter please contact Denise Kusnir, Dolores Ranger District Lands and Realty Specialist, at (970) 394-4792 or [mary.kusnir@usda.gov](mailto:mary.kusnir@usda.gov).

Sincerely,

**KARA CHADWICK** Digitally signed by KARA CHADWICK  
Date: 2022.11.08 14:12:29 -07'00'

KARA L. CHADWICK  
Forest Supervisor

Enclosures – 2

cc: Derek Padilla, Cody Jones, Becca Smith, Denise Kusnir



# **AGREEMENT BETWEEN THE UNITED STATES FOREST SERVICE AND THE TOWN OF RICO**

## **Burnett Creek Bridge**

This Agreement regarding the Burnett Creek Bridge within the Town of Rico ("Agreement") is entered into by and between the Town of Rico ("Town") and the United States Forest Service ("Forest Service"), collectively referred to as the "Parties" or individually as a "Party."

### RECITALS

A. In 1991, the Forest Service reconstructed the Burnett Creek Bridge, which crosses the Dolores River within the boundaries of Rico, Colorado, to improve access to National Forest System (NFS) lands. The bridge is on a road that begins on the west side of Rico and eventually becomes NFS Road 422 after it crosses the boundary of the Rico Townsite ("Associated Road"). The attached map, which is incorporated into this Agreement as Exhibit A, shows the location of the Burnett Creek Bridge and Associated Road.

B. As documented in a June 2, 1992, letter from William T. Sexton, Forest Supervisor, to Jim Greene, Mayor of Rico, the Parties intended for the Forest Service's ownership interest in the Burnett Creek Bridge, if any, and responsibility for the operation, maintenance, repair, or replacement of the Burnett Creek Bridge, to be transferred to the Town. In accordance with 16 U.S.C. § 571c, there was a mutual understanding that the Forest Service would use the lands to reconstruct and maintain the Burnett Creek Bridge until it was transferred, or the lands were restored to their original condition.

C. The Forest Service desires to transfer, convey, remise, release, and relinquish (collectively, "Transfer") all rights and interest it may have in the Burnett Creek Bridge to the Town. The Town desires to accept the Transfer of the Burnett Creek Bridge and responsibility for its operation, maintenance, repair or replacement, in accordance with the terms and conditions contained in the Agreement.

NOW, THEREFORE, the Forest Service and the Town agree as follows:

1. Upon execution of this Agreement, the Forest Service hereby Transfers all rights and interests it may have in the Burnett Creek Bridge. The Town accepts Transfer of the Burnett Creek Bridge "as is" and relieves the Forest Service of any obligation to remove the Bridge or restore the property to its original condition.

2. In exchange for this Transfer, the Town shall assume all responsibility for operation, maintenance, repair or replacement of the Burnett Creek Bridge and the portion of the Associated Road within the Rico Townsite boundary and ensure that the Bridge and Associated Road continue to provide access to NFS lands, unless the Forest Service notifies the Town this maintenance is no longer necessary.

3. This Agreement does not authorize the transfer of funds between the Forest Service and the Town. All activities under or pursuant to this Agreement are subject to the availability of funds. No provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

4. The laws of the United States and the laws of the State of Colorado, to the extent they do not conflict with federal law, shall govern this Agreement.

5. This Agreement, upon execution, contains the entire agreement of the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

6. The Parties may modify or amend this Agreement only by the written, mutual agreement.

7. The Town attests its Town Manager has the authority to execute this Agreement.

8. The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agree to the above terms and conditions.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last date of signature.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

[SEAL]

TOWN OF RICO

ATTEST: \_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Town Manager

Approved as to form:

\_\_\_\_\_  
Town Attorney

UNITED STATES FOREST SERVICE

By \_\_\_\_\_  
Kara Chadwick  
Forest Supervisor  
San Juan National Forest





REPLY TO: 6320/7720

DATE: June 2, 1992

Town of Rico  
Attn: Jim Green, Mayor  
P.O. Box 56  
Rico, CO 81332

Ref: Burnett Bridge No. 422-0.2  
Contract No. S0- 82x9-1-032  
G.A. Western Construction Co.

Dear Mr. Green:

As you are aware, the Burnett Bridge project is complete and the contractor, G.A. Western Construction Co of Palisade, CO. has been released from the contract. We appreciate the town government's and residents' assistance and cooperation throughout this project, especially from former mayor Ken Hazen, and Wayne Webster. As resolution to our original discussions with the Town of Rico and Dolores County about this bridge, the San Juan National Forest proposes that ownership and responsibility for the operation and maintenance of the structure be transferred to the Town of Rico.

The Town of Rico will be responsible for coordinating with Dolores County and the Colorado Department of Transportation for inventory, inspection, load rating, and maintenance. This does not preclude the possibility of future cooperative agreements with the San Juan National Forest that are of mutual benefit.

After the town accepts the transfer of ownership, we can forward copies of the new bridge information for your files. Please contact Van Chanay, Facilities Engineer, of this office at 385-1222 to arrange for this information.

Sincerely,

*H Quenoy*

WILLIAM T. SEXTON  
Forest Supervisor

*file in Burnett Bridge files*

*Reidinger JR*

**JUN 4 1992**

cc: Chanay- COR  
Quenoy RLS  
Dolores District  
Scobell- CO, R2  
Nolan

*ay/L. Carbajal*

<input checked="" type="checkbox"/>	RANGER
<input checked="" type="checkbox"/>	RECEIVED
<input type="checkbox"/>	RANK
<input type="checkbox"/>	TIME
<input type="checkbox"/>	WILL
<input type="checkbox"/>	ADVIS
<input checked="" type="checkbox"/>	ENCLOSURE

Bridge Key: RICO-001A

Inspection Date: 06/14/2022

Suff Rating: 62.9 ND

G/F/P Condition: Fair

NBI Reporting ID:	RICO-001A	Main Mat/Desgn 43A/B:	5	04	Bridge Cost 94:	0.00
District (Region/Sect):	Reg 5 MSec 3	Appr Mat/Desgn 44A/B:	0	0	Roadway Cost 95:	0.00
Tran Region 2T:	10	Main Spans Unit 45:	1		Total Cost 96:	0.00
County Code 3:	033	Approach Spans 46:	0		Year of Cost Estimate 97:	1980
033 DOLORES		Horiz Clr 47:	14.00 ft		Brdr Brdg Code/% 98A/B:	-2 0.00
Place Code 4:	64090	Max Span 48:	68.0 ft		Border Bridge Number 99:	
RICO		Str Length 49:	71.2 ft		Defense Highway 100:	0
Rte.(On/Under) 5A:	1	Curb Width L/R 50A/B:	0.0 ft 0.0 ft		Parallel Structure 101:	N
Signing Prefix 5B:	5	Width Curb to Curb 51:	14.00 ft		Direction of Traffic 102:	3
Level of Service 5C:	1	Width Out to Out 52:	16.0 ft		Temporary Structure 103:	_
Direction Suffix 5E:	0	Deck Area:	1139		Highway Systems 104:	0
Feature Intersected 6:		Min Clr Ovr Brdg 53:	99.99		Fed Lands Hiway 105:	0
DOLORES RIVER		Min Undrclr Ref 54A:	N		Year Reconstructed 106:	
Facility Carried 7:		Min Underclr 54B:	0.0 ft		Deck Type 107:	9
PICKER STREET		Min Lat Clrnce Ref R 55A:	N		Wearing Surface 108A:	6
Alias Str No.8A:		Min Lat Undrclr R 55B:	0.0 ft		Membrane 108B:	0
		Min Lat Undrclr L 56:	0.0 ft		Deck Protection 108C:	0
Prll Str No. 8P:		Deck 58:	5		Truck ADT 109:	0.00 %
N/A		Super 59:	5		Trk Net 110:	0
Location 9:		Sub 60:	6		Pier Protection 111:	!
800 FT W of SH145		Channel/Protection 61:	7		NBIS Length 112:	Y
Max Clr 10:	99.99	Culvert 62:	N		Scour Critical 113:	8
BaseHiway Net12:	0	Optrng Rtg Method 63:	1 LF Load Facto		Scour Watch 113M:	N
IrsinvRout 13A:	033-0-2013	Operating Rating 64:	82.80		Future ADT 114:	143
IrssubRout No13B:	00	Operating Factor 64:	-		Year of Future ADT 115:	2038
Latitude 16:	37d 41' 24.20"	Inv Rtnng Method 65:	1 LF Load Facto		CDOT Str Type 120A:	CPG
Longitude 17:	108d 02' 4.70"	Inventory Rating 66:	48.60		CDOT Constr Type 120B:	20
Detour Length 19:	100 mi	Inventory Factor 66:	-		Expansion Dev/Type 124:	1
Toll Facility 20:	3	Asph/Fill Thick 66T:	3.0 in		Brdg Rail Type/Mod 125A/B:	W 2
Custodian 21:	03	Str. Evaluation 67:	5		Posting Trucks 129A/B/C:	
Owner 22:	03	Deck Geometry 68:	5		Str Rating Date 130:	06/28/1996
Functional Class 26:	09	Undrclr Vert/Hor 69:	N		Special Equip 133:	0.00
Year Built 27:	1991	Posting 70:	5 At/Above Lega		Vert Clr N/E 134A/B/C:	X 99.99 0.00
Lanes On 28A:	1	Waterway Adequacy 71:	8		Vert Clr S/W 135A/B/C:	X 99.99 0.00
Lanes Under 28B:	0	Approach Alignment 72:	6		Vertical Clr Date:	01/01/1901
ADT 29:	96	Type Of Work 75A:	-2		Weight Limit Color 139:	N, Not Checked
Year of ADT 30:	2018	Work Done By 75B:	!		Userkey 1, Insp System:	OFFSYS
Design Load 31:	5 MS 18 (HS 20)	Length of Improvment 76:	0		Userkey 4, Insp Sched:	EVN JUN S_0
Apr Rdwy Width 32:	21.00 ft	Insp Team Indicator 90B:	STANTEC		Userkey 5, UW Sched:	
Median 33:	0	Inspector Name 90C:	PODHAJSKYK		Userkey 6, Pin Sched:	
Skew 34:	30 °	Frequency 91:	24 months		FHWA Bridge Risk:	LOW
Structure Flared 35:	0	FC Frequency 92A:			FHWA UW Risk:	NA
Sfty Rail 36a/b/c/d:	0 0 0 0	UW Frequency 92B:			FHWA Load Rating Risk:	LOW
Rail ht36h:	29.0 in	SI Frequency (Pin) 92C:			CBTE:	NA
Hist Signif 37:	5	FC Inspection Date 93A:			Inspection Key:	OMTS
Posting status 41:	A	UW Inspection Date 93B:			Date Entered:	8/11/2022 3:26:
Service on/un 42A/B:	1 5	SI Date (Pin) 93C:			Entered By:	PODHAJSKYK

Inspection Type:	Regular NBI
EOR:	STANTEC

Data Responsibility: Asset Management Inspection Rating



## Element Inspection Report

Elm/Env	Description	Unit	Total Qty	% in 1	Qty. St. 1	% in 2	Unit	Qty. St. 2	% in 3	Qty. St. 3	% in 4	Qty. St. 4
15/1	Pre Concrete Top Flange	sq.ft	1139	32%	365	50%	573	18%	201	0%	0	
Concrete, top flange of single tees. Minor amount of soil and gravel along curbs. Crack between asphalt and curb, not visible due to gravel. Longitudinal insignificant cracks in soffit of top flange with efflorescence, 4 to 6 inches from interface of girders, 50% of deck. Longitudinal and diagonal cracks up to 0.02 inch wide in soffit of top flanges, some with efflorescence. Diagonal medium cracks with heavy efflorescence in flanges at ends of girders. 12 inch long x 4 inch wide x 1.5 inch deep spall in the tie plate in bottom flange of Girder A, 10 feet from Abutment 1. Minor spalls along joints in upstream girders. Few minor spalls in soffit of top flange along joints.												
510/1	Wearing Surfaces	sq.ft	1011	98%	991	0%	0	2%	20	0%	0	
3 inches of asphalt. 0.125 inch wide transverse cracks in asphalt on deck at north end and a few other random short cracks. Asphalt worn throughout.												
3220/1	Crack (Wearing Su	sq.ft	20	0%	0	0%	0	100%	20	0%	0	
See Element 510 comments.												
1080/1	Delamination/Spall/Pat	sq.ft	4	0%	0	75%	3	25%	1	0%	0	
See Element 15 comments.												
1110/1	Cracking (PSC)	sq.ft	200	0%	0	0%	0	100%	200	0%	0	
See Element 15 comments.												
1120/1	Efflorescence/Rust Sta	sq.ft	570	0%	0	100%	570	0%	0	0%	0	
See Element 15 comments.												
109/1	Pre Opn Conc Girder/Bea	ft	285	0%	0	0%	0	100%	285	0%	0	
(4) prestressed concrete single tees, cast-in-place diaphragm at midspan and at abutments. Leakage and efflorescence at interface of girder and diaphragms at abutments. Fillet cracking up to 0.02 inch wide with efflorescence throughout. Longitudinal and horizontal cracks up to 0.015 inch wide with delamination and efflorescence in face and bottom of girders, bottom of Girder D, south half; similar at Girder C. 6 inch wide x 6 inch high x 1 inch deep spall and cracking in south end of Girder D. 0.25 inch gap between diaphragm and Girder A at midspan.												
1110/1	Cracking (PSC)	ft	285	0%	0	0%	0	100%	285	0%	0	
See Element 109 comments.												
215/1	Re Conc Abutment	ft	37	0%	0	32%	12	68%	25	0%	0	
Precast concrete double tee wall elements tied back plates to deadmen. (3) tie backs missing at Abutment 2. Caps have moved in, connector plates bent and some welds are broken. Insignificant width map cracking in both abutment walls, some spaced less than 12 inches apart, mostly at ends. Water staining. Medium diagonal cracks with efflorescence in end diaphragms at both abutments. Abrasion with exposed coarse aggregate at bottom of Abutment 2 at west end.												
1130/1	Cracking (RC and Othe	ft	36	0%	0	31%	11	69%	25	0%	0	
See Element 215 comments.												
1190/1	Abrasion(PSC/RC)	ft	1	0%	0	100%	1	0%	0	0%	0	
See Element 215 comments. Actual quantity not used to avoid double counting.												
234/1	Re Conc Pier Cap	ft	37	86%	32	14%	5	0%	0	0%	0	
Precast concrete caps bear on shims, on ends of double tee stems placed vertical for abutments. Heavy leakage stains on front face. Less than 6 inch diameter shallow spalls in cap to abutment connection at southeast and northeast corners. Up to 0.01 inch wide cracks in east end of Abutment 2 cap under Girder D. Insignificant vertical crack with efflorescence in Abutment 1 cap under Girder B.												
1080/1	Delamination/Spall/Pat	ft	2	0%	0	100%	2	0%	0	0%	0	
See Element 234 comments.												
1120/1	Efflorescence/Rust Sta	ft	1	0%	0	100%	1	0%	0	0%	0	
See Element 234 comments.												
1130/1	Cracking (RC and Othe	ft	2	0%	0	100%	2	0%	0	0%	0	
See Element 234 comments.												

260/1	Slope Prot/Berms	(EA)	2	50%	1	50%	1	0%	0	0%	0
Large native boulders and cobbles at abutments. Displaced at northwest corner.											
304/1	Open Expansion Joint	ft	37	100%	37	0%	0	0%	0	0%	0
Steel plate covered with asphalt at both abutments. Not visible for inspection. Gap is uneven at ends of joints.											
308/1	Const/Non-Expansion Joi	ft	214	0%	0	100%	214	0%	0	0%	0
Joints between prestressed concrete single tees. Signs of leakage throughout.											
310/1	Elastomeric Bearing	each	8	100%	8	0%	0	0%	0	0%	0
0.625 inch thick elastomeric bearing pads at ends of girders and compressed joint material under diaphragms. Pads overhang caps due to skew.											
322/1	Approach Roadway	(EA)	1	100%	1	0%	0	0%	0	0%	0
Slight horizontal curves at both ends. Asphalt for 25 feet each end then gravel. Low 2 inches at north, low 1 inch at south. Up to 2 inch wide crack in asphalt over Abutment 1. Shoulders: Steep, sloughing at corners of bridge leading to excessive post exposure at southeast corner. Erosion at corners of deck, worst at northeast corner, exposing deck up to 3 inches.											
323/1	Approach Railing	(EA)	4	100%	4	0%	0	0%	0	0%	0
Galvanized W-beam rail on treated timber posts with blocks, flared with buffered end protection. Not long enough, not gradually stiffened, end treatments not breakaway. Blocks have slight twist at southwest, northeast, and northwest corners, restrained from further twisting by cable. Embankment eroded around posts at northeast and southeast. Damage to southwest end termination with tear, disconnected from end post.											
326/1	Bridge Wingwalls	(EA)	4	100%	4	0%	0	0%	0	0%	0
Precast concrete double tee wall elements, tied back to deadmen. Not tall enough, gaps at intersection of wingwalls to abutment backwalls. Cracks forming in tops of wingwalls. Widespread diagonal and vertical insignificant cracks. Insignificant width map cracking throughout wingwalls. Gray-colored coating on wingwalls.											
329/1	Sidewalk/Median/Curb	(LF)	142	0%	0	10%	14	90%	128	0%	0
Concrete curbs. Transverse control joints through curbs at 20 feet +/- center to center. Numerous insignificant cracks. Longitudinal cracks up to 0.125 inch wide with delamination and spalling with efflorescence in top and outside of east curb for full length and in west curb for 80% of length. 20 inch long x 4.5 inch wide x 2 inch deep disintegration/spall in outer edge of east curb between 3rd and 4th posts from south. 24 inch long x 4.5 inch wide x 2 inch deep disintegration/spall in east curb between 5th and 6th posts from north. 36 inch long x 6.5 inch wide x 4 inch deep disintegration/spall in east curb between 2nd and 3rd posts from north. Heavy efflorescence in exterior side cracks in east curb.											
330/1	Metal Bridge Railing	ft	142	80%	114	18%	25	2%	3	0%	0
Galvanized W-beam rail on galvanized steel wide flange posts with base plates, bolted to tops of concrete curbs. Flanges of two posts torn at southwest. Scrape marks on W-beam with areas of R1 rust. 2.5 inch long tear in west bridge rail W-beam near south end.											
515/1	Steel Protective Coatin	sq.ft	142	82%	117	0%	0	0%	0	18%	25
Galvanized. Failed at rust locations.											
1000/1	Corrosion	ft	25	0%	0	100%	25	0%	0	0%	0
See Element 330 comments.											
7000/1	Damage	ft	3	0%	0	0%	0	100%	3	0%	0
See Element 330 comments.											
501/1	Channel/Bank	(EA)	1	100%	1	0%	0	0%	0	0%	0
Boulder and cobble channel. Large native boulders and cobbles at corners and along banks. Provides adequate protection. Sloped, rocky banks, lined with trees and brush.											
600/1	General Notes	(EA)	1	100%	1	0%	0	0%	0	0%	0
Signed One Lane Bridge at north approach. Object marker at northwest is faded. Object marker at northeast is missing. Object marker at southwest faded and knocked down. Missing object marker at southeast.											

#### Inspection References and Definitions:

Crack Width Descriptions for Reinforced Concrete:

Insignificant cracking (in.) = Less than 0.012 wide

Moderate cracking (in.) = 0.012 to 0.05 wide

Wide cracking (in.) = Greater than 0.05 wide

Crack Width Descriptions for Prestressed Concrete:

Insignificant cracking (in.) = Less than 0.004 wide

Moderate cracking (in.) = 0.004 to 0.009 wide

Wide cracking (in.) = Greater than 0.009 wide

Rust Codes (R Codes):

R1 = Peeling of the paint, pitting, surface rust, etc., no measurable section loss.

R2 = Flaking, minor section loss (&lt; 10% thickness loss).

R3 = Flaking, swelling, mod section loss (10% &lt; thickness loss &lt; 30%).

R4 = Heavy section loss (&gt; 30% thickness loss), may have holes through base metal.

Concrete Scaling Codes (S Codes):

S1 = Light scale up to 1/4" deep.

S2 = Moderate scale up to 1/2" deep with agg. exposed.

S3 = Heavy scale up to 1" deep with some agg. loose or missing.

S4 = Critical scale &gt; 1" deep with reinforcing bars exposed and general disintegration of the concrete.

**Maintenance Activity Summary**

MMS Activity	Description	Recommended	Status	Target Year	Priority
156.00	Deck-Seal	6/8/2020	<input type="checkbox"/>	2023	Low

Seal cracks in asphalt on deck.

156.00	Approach Roadway	6/14/2022	<input type="checkbox"/>	2023	Low
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Clean and seal cracks in asphalt over abutments.

302.02	Misc-Repair/Replace Util or Sgn	6/11/2008	1	2024	Low
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Install Type 3 object markers at all (4) corners.

306.05	Approach Railing	6/11/2008	1	2024	Medium
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Install transitions, approach rails, and rail ends to meet current AASHTO/CDOT standards.

306.09	Bridge Rail-Upgrade	6/11/2008	1	2024	Medium
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Modify bridge rails to meet current AASHTO/CDOT standards.

352.02	Deck-Wash	6/28/2006	1	2023	Low
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Remove gravel from deck.

353.06	Drainage-Correct Deck Drainage	6/28/2006	1	2024	Medium
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Extend deck drains in deck at all (4) corners so that water does not drain onto abutment caps.

356.02	Deck-Repair Sidewalk	6/28/2006	1	2024	Medium
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Seal cracks and patch spalls in curbs.

360.01	Approach Roadway-Wedge Approach	6/8/2020	_	2023	Medium
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Repair settled north and south approaches.

360.02	Drainage-Repair Washouts/Erosion	6/28/2006	1	2023	Medium
--------	----------------------------------	-----------	---	------	--------

Plug gaps at corners of bridge between abutment and wingwall to prevent loss of embankment.

#### Bridge Notes (Inspection > Inventory > Admin)

#### Inspection Notes (Inspection > Condition)

Date - 6/14/2022

Temp: 67 degrees Time: 12:15 PM Weather: Mostly clear, light breeze

#### Scour Item 113 Documentation (Inspection > CDOT Bridge)

RICO-001A SCOUR Item 113 Screening Memo 2016 04 20.pdf

#### Bat Present At Bridge (Inspection > Inventory > Agency Items > userkey9)

No

#### Inspection Access Requirements (Inspection > CDOT Bridge)

## Scheduling Notes (Inspection &gt; Schedule)

## Scope:



NBI



Element



Underwater



Fracture Critical



Other

Type: Regular NBI

## Team Leader Inspection Check-off:



FCM's



Posting Signs



Essential Repair Verification



Vertical Clearance



Stream Bed Profile

Inspection Team: STANTECInspection Date: 06/14/2022

Inspector: Unknown

Digitally signed by Katelene  
Podhajsky  
Date: 2022.10.31 08:39:14 -06'00'

Inspector (Team Leader): KATY PODHAJSKY



Roadway looking north



Elevation looking east





Superstructure looking north



Channel looking west upstream



Channel looking east downstream



Transverse crack in asphalt over Abutment 1





2 inches of settlement at north approach



Erosion at northeast corner of deck



Spall in east curb



Transverse crack in asphalt on deck





Tear in west bridge rail post



Longitudinal cracks in soffit of Bay C



Deck drains not below girder bottom flange



Spall in Girder A top flange near Abutment 1





Horizontal crack with efflorescence in Girder C near Abutment 1



Spall in Girder D at Abutment 1



Fillet crack in Girder D near Abutment 2

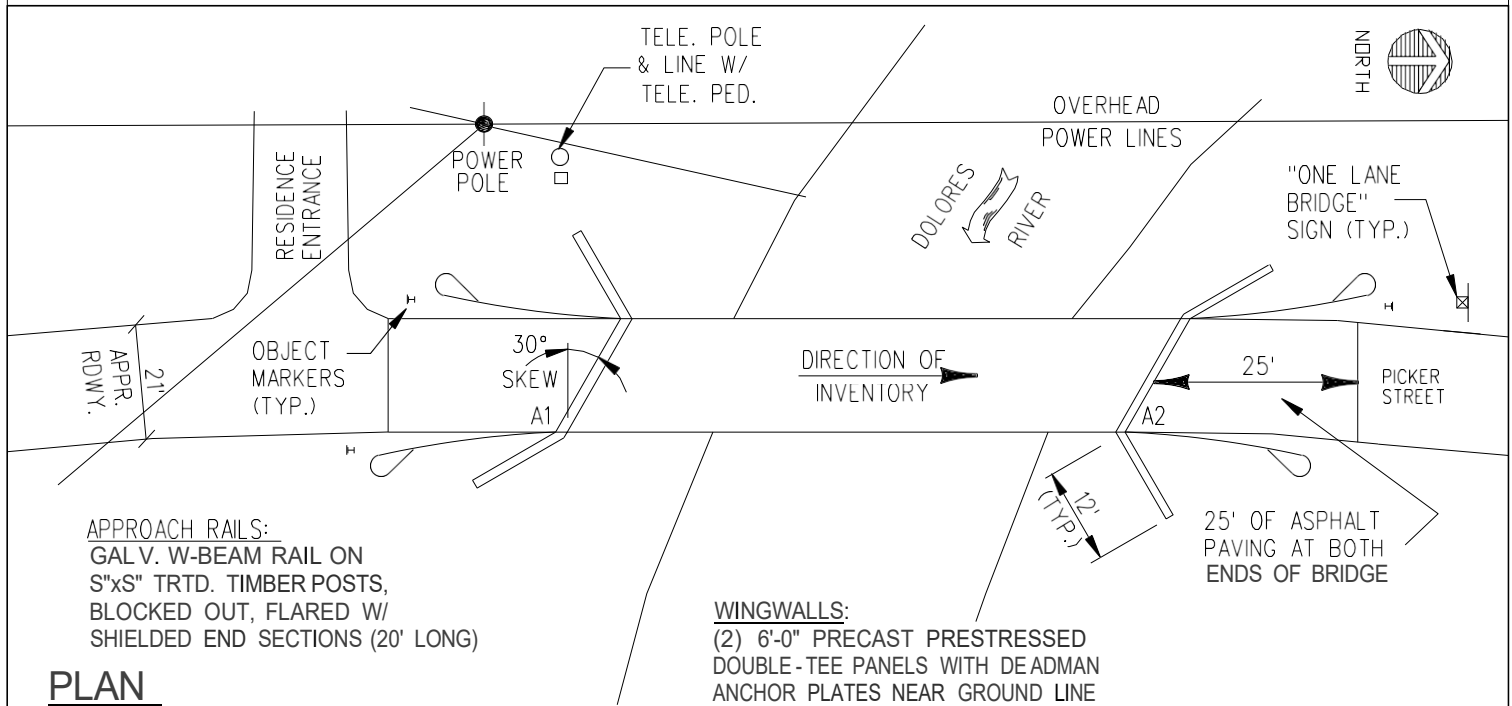


Cracking in pier cap under Girder D at Abutment 2

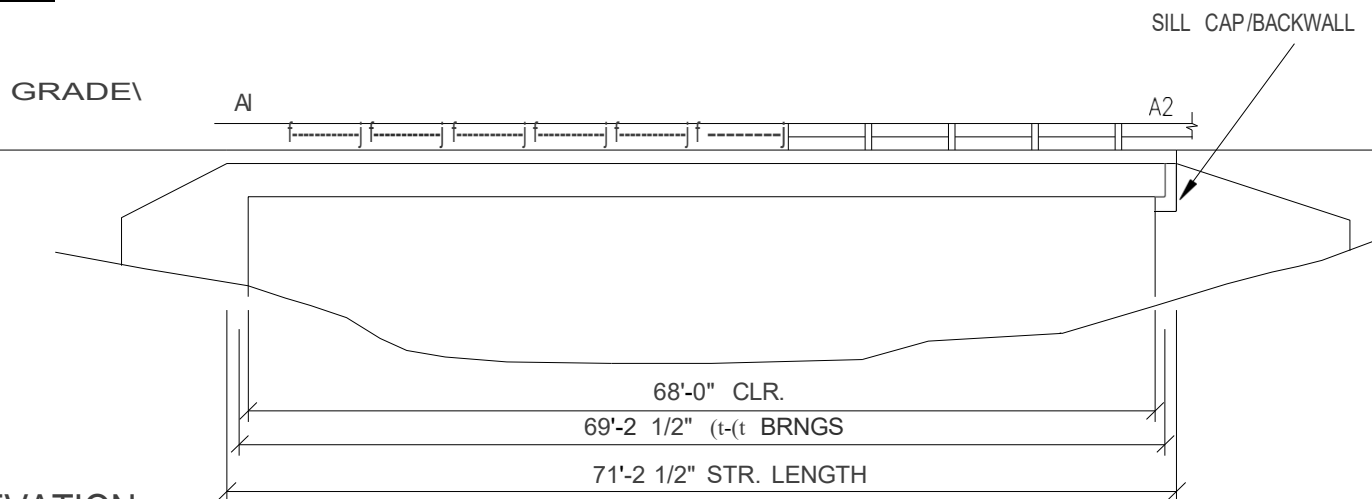




Map cracking in Abutment 2



## PLAN



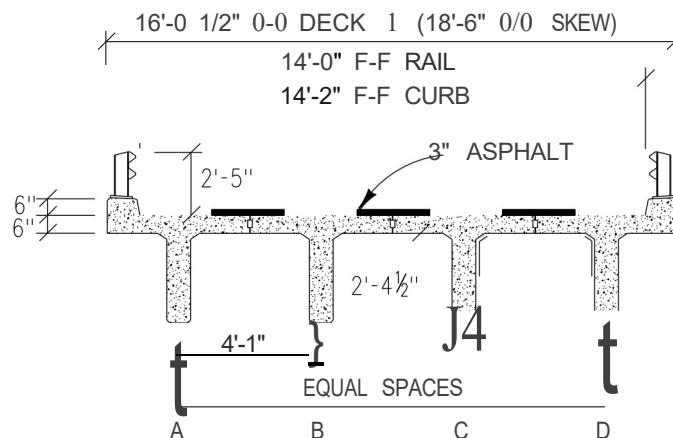
## ELEVATION

LOOKING WEST

### ABUTMENTS:

(3) PRECAST PRESTRESSED DOUBLE-TEE PANELS WITH DEADMAN ANCHOR PLATES NEAR GROUNDLINE AND PRECAST PRESTRESS "L" SHAPED CLOSURE WALL/GIRDER SEAT CAP

**BRIDGE RAILINGS:**  
GALV. W-BEAM RAIL ON 6" WF POSTS SPA AT 6'-3" O.C. (11/SIDE) BASE PLATE BOLTED TO CURB



### GIRDERS:

(4) PRECAST PRESTRESSED SINGLE TEES

**DIAPHRAGMS:**  
CONCRETE AT MIDSPAN & ABUTMENTS

## SECTION

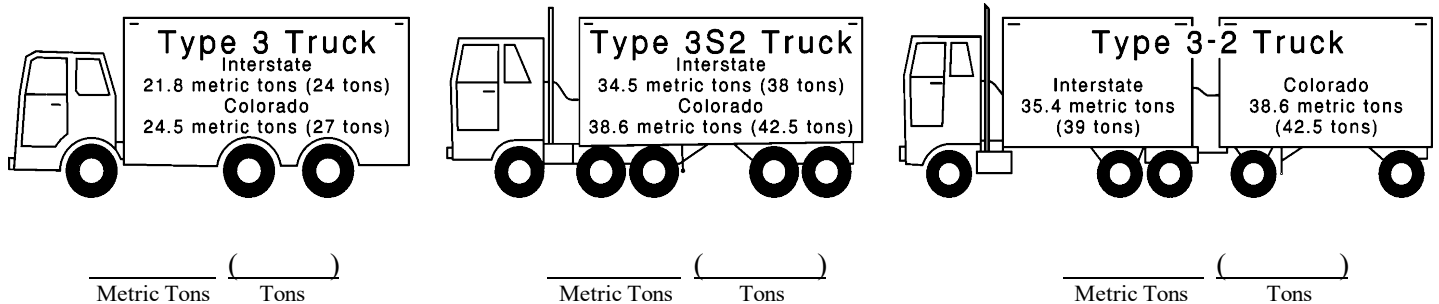
LOOKING NORTH



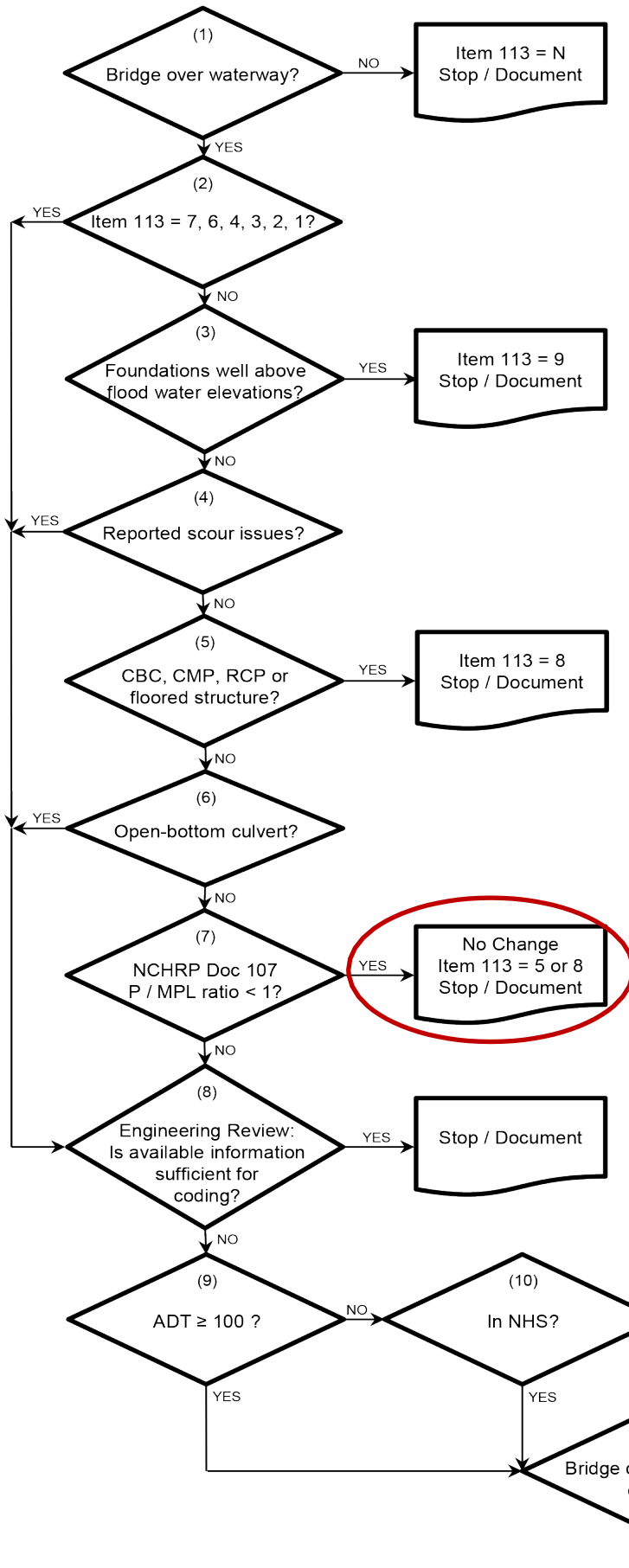
<b>COLORADO DEPARTMENT OF TRANSPORTATION</b> <b>LOAD FACTOR RATING SUMMARY</b>	Structure # RICO-001A
	Abbr. Str. # RICO-001A
Rated Using:  Asphalt Thickness: 50 mm (2 in.)  <input checked="" type="checkbox"/> Colorado Legal Loads  <input type="checkbox"/> Interstate Legal Loads	Road or Street # Picker Street
	Batch I.D.
	Structure Type CPG
	Parallel Structure # N/A

Structural Member	GIRDER					
	Metric Tons	(Tons)	Metric Tons	(Tons)	Metric Tons	(Tons)
Inventory MS 18 (HS20)	44.0	(48.6)				
Operating MS 18 (HS20)	75.1	(82.8)				

Type 3 Truck				
Type 3S2 Truck				
Type 3-2 Truck				
Permit Truck				



Comments:			
2" asphalt on 36" deep x 48" wide precast prestressed concrete single tee, spanning 69'-2 1/2".			
<b>NO POSTING REQUIRED</b>			
BRIDGE RE-INSPECTED BUT NOT RE-RATED BY ALFRED BENESCH & CO. 2014			
<b>INSPECTED BUT NOT RATED</b> <b>STANTEC CONSULTING 2010</b>		<b>BRIDGE REINSPECTED BUT NOT RERATED BY LONCO, INC. 2012</b>	
Rated By: Todd Stueve	Date: 6/28/96	Checked By: Jim Inglis	Date: 10/14/96
		By:	Date:


**CDOT OFF-SYSTEM BRIDGE SCOUR SCREENING CHART**


STRUCTURE ID: RICO-001A  
 FACILITY CARRIED: PICKER STREET  
 FEATURE INTERSECTED: DOLORES RIVER

Structure Probability of Failure (P): 0.00025  
 Minimum Performance Level (MPL): 0.002  
 Ratio (P/MPL): 0.125

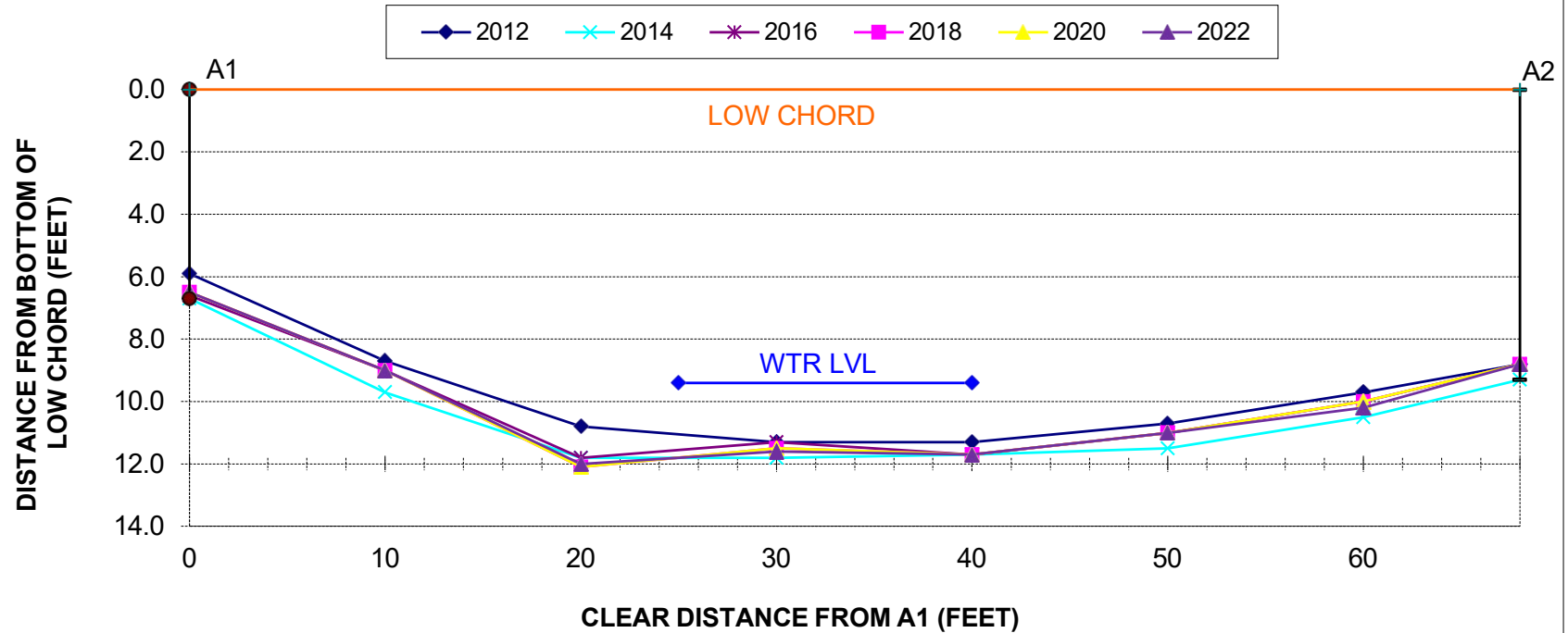
ITEM 113 = 8  
 POA REQUIRED (Y/N): N  
 POA COMPLETION DATE: N/A

EVALUATED BY: Auto-Generated  
 ORGANIZATION: Stantec Consulting  
 DATE: 4/20/2016

**REVIEWER COMMENTS:**

RICO-001A was previously rated Item 113=5 or 8, has no reported scour problems, and passes the P/MPL test. Item 113 code will not change.

### STREAMBED HISTORY



	0	10	20	30	40	50	60	68
2012	5.9	8.7	10.8	11.3	11.3	10.7	9.7	8.8
2014	6.7	9.7	11.8	11.8	11.7	11.5	10.5	9.3
2016	6.6	9.0	11.8	11.3	11.7	11.0	10.0	8.8
2018	6.5	9.0	12.1	11.5	11.7	11.0	10.0	8.8
2020	6.5	9.0	12.1	11.5	11.7	11.0	10.0	8.8
2022	6.5	9.0	12.0	11.6	11.7	11.0	10.2	8.8

WTR LVL
9.2
9.8
9.2
10.4
9.0
9.4

STRUCTURE NUMBER: RICO-001A  
 INSPECTION DATE: 6/14/2022

PERFORMED BY: CB

Bridge Name	Activity No.	Maintenance Recommendations	Priority	Target Year
RICO-001A	156.00	Clean and seal cracks in asphalt over abutments.	Low	2023
	156.00	Seal cracks in asphalt on deck.	Low	2023
	302.02	Install Type 3 object markers at all (4) corners.	Low	2024
	306.05	Install transitions, approach rails, and rail ends to meet current AASHTO/CDOT standards.	Medium	2024
	306.09	Modify bridge rails to meet current AASHTO/CDOT standards.	Medium	2024
	352.02	Remove gravel from deck.	Low	2023
	353.06	Extend deck drains in deck at all (4) corners so that water does not drain onto abutment caps.	Medium	2024
	356.02	Seal cracks and patch spalls in curbs.	Medium	2024
	360.01	Repair settled north and south approaches.	Medium	2023
	360.02	Plug gaps at corners of bridge between abutment and wingwall to prevent loss of embankment.	Medium	2023
RICO-002	152.01	Re-grade south approach to smooth out transition onto south end of deck.	Medium	2023
	200.38	Seal concrete deck to inhibit moisture penetration and extend service life of bridge.	Medium	2024
	302.00	Load posting sign may be increased to 25 Tons to match load rating.	Low	2024
	302.01	Install Type 3 object markers at all (4) corners.	Low	2024
	306.04	Install bridge rails to meet current AASHTO/CDOT standards.	High	2023
	306.05	Install transitions, approach rails, and rail ends to meet current AASHTO/CDOT standards.	High	2023
	352.00	Clean soil and gravel off bridge deck.	Low	2023
	358.99	Re-stack stones at Abutment 2, east end of Abutment 1, and southeast and northwest wingwalls. Grout stones at both abutments and wingwalls.	Low	2025

City of Rico

Total Bridges need repair

2

Located In County of

033 DOLORES

Grand Total # of bridges need repair

2

With 18 Maintenance items

Database Information:

CDOT2K16SQLP01

BrM

Hamid Kayhan



**TOWN OF RICO**  
**INCORPORATED OCTOBER 11, 1879**  
**2 North Commercial Street**  
**Post Office Box 9**  
**Rico, Colorado 81332**  
**Office # 970.967.2861**  
**Fax # 970.967.2862**  
**[www.ricocolorado.gov](http://www.ricocolorado.gov)**

To: Rico Board of Trustees

12.15.2022

From: Chauncey McCarthy, Town Manager

RE: Application for Amendments to the Rico Land Use Code (RLUC), Ordinance No. 2022-12, an ordinance of the Town of Rico, Colorado amending the Rico Land Use Code fee schedule and adopting the UBC 97 table no. 1-a – building permit fees

Board of Trustees:

Included in this packet is draft Ordinance No. 2022-12 which would amend the Land Use Code fee schedule and adopt the UBC 97 table no. 1-a – building permit fees. Currently there is a building permit fee listed in appendix A of the Rico Land Use Code; it only addresses new construction and does not contemplate additional fees for plan review or other expenses. It is also not the fee schedule the town currently uses. Ordinance 2016-01 adopted the 2006 IBC, IRC and other international codes related to safety. Upon adoption of this ordinance the town created two fee schedules based upon the 2006 residential and commercial building code. These fee schedules became effective May 18, 2016.

The proposed ordinance would shift the town's fee schedule to a valuation driven one. It would also allow for the building official to determine valuation based upon the most recent ICC building valuation data. By using the current ICC building valuation data, the town should not need to go back and amend the building permit fees as the economy changes. It also moves the building permit fees back into the Land Use Code. Having all permit fees captured within the RLUC simplifies the building process for a developer.

#### Discussion of RLUC Amendment Requirements and Standards

##### Section 414: Application for Amendment Requirements

- 414.1: Applicant is the Town of Rico Staff (and the Rico Planning Commission if these changes are recommended to the Town Board)
- 414.2: The requested changes are summarized in this cover letter and shown in Exhibit A to Ordinance 2022-12. These changes are general and do not pertain to a specific property.

- 414.3: Not applicable.
- 414.4: Not applicable.
- 414.5: Not applicable.
- 414.6: Not applicable.
- 414.7: Not applicable.
- 414.8: This letter provides the applicable application information.
- 414.9: See above for an explanation of the rationale for the amendment request and see below for additional explanation.
- 414.10: Not applicable.

#### Section 418: Standards for Review of Amendment Applications

*The Planning Commission shall find that either standard 418.1 is met or that standards 418.2 through 418.4 are met prior to recommending approval of the amendment.*

418.1. The existing Zone District classification or desired Master Plan land use was adopted in error; or,

- *Not applicable.*

418.2. the proposed Amendment is compatible with the land uses in the surrounding area; and,

- *Not applicable*

418.3. the proposed Amendment will serve a community need and thereby promote the public health, safety, or welfare of the Rico community and the public services and infrastructure are adequate to meet the needs of the proposed Amendment; and,

- *The proposed amendments serve the needs of the Town. The amendments will update the fee schedule so that the Town building permit fees are structure in a manner that they will stay current through the future and generate enough revenue to offset building department costs.*

418.4. the proposed Amendment is consistent with the purposes of the RLUC and the goals and objectives of the Rico Regional Master Plan.

- *The proposed amendments support the purposes of the RLUC, including to “establish a clear, consistent, predictable and efficient land development process.”*

**TOWN OF RICO  
ORDINANCE NO. 2022-12**

**AN ORDINANCE OF THE TOWN OF RICO, COLORADO AMENDING  
THE RICO LAND USE CODE FEE SCHEDULE AND ADOPTING THE  
UBC 97 TABLE NO. 1-A – BUILDING PERMIT FEES**

**WHEREAS**, the Town of Rico, Colorado (“Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Rico Home Rule Charter; and

**WHEREAS**, The Board of Trustees of the Town (“Board”) recognizes the need to amend the Rico Land Use Code (“RLUC”) so that the Town recover the related costs and expenses of administer a building department and contracting plan review; and

**WHEREAS**, Section 3.1 of the Town of Rico Home Rule Charter provides that enactments of the Board imposing fees shall be made by ordinance; and

**WHEREAS**, The Rico Planning Commission may propose changes and amendments to the RLUC which are in the public interest pursuant to RLUC Sec. 412; and

**WHEREAS**, The RLUC may be amended by adoption of an ordinance by the Board of Trustees of the Town of Rico (“Board”) after a public hearing and after the Rico Planning Commission conducts a public hearing on the amendments and makes a recommendation to the Board of Trustees; and

**WHEREAS**, the Rico Planning Commission has considered the amendments to the RLUC contained in this Ordinance, conducted a duly noticed public hearing regarding the amendments at its December 14 meeting, and recommended the Board adopt the amendments; and

**WHEREAS**, the Board has determined that the amendments contained in Exhibit A, attached hereto and incorporated by reference, meet the standards for review contained in Sec. 418 of the RLUC because the amendments will serve a community need and thereby promote the public health, safety, or welfare of the Rico community and the public services and infrastructure are adequate to meet the needs of the proposed amendments; and the proposed Amendment is consistent with the purposes of the RLUC and the goals and objectives of the Rico Regional Master Plan; and

**WHEREAS**, the Board finds and declares that the amendments to the RLUC set forth herein are proper in light of the needs and desires of the Town and in the promotion of the public health, safety, and welfare of the Town’s residents.



**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO THAT:**

**Section 1.** The recitals hereinabove are hereby adopted as findings and incorporated herein.

**Section 2.** The Rico Land Use Code shall be and is hereby amended as set forth in **Exhibit A** to this Ordinance, incorporated by reference hereto.

**Section 3.** This Ordinance shall take effect immediately on final adoption.

THIS ORDINANCE WAS, FOLLOWING PUBLIC NOTICE, INTRODUCED, READ, AND APPROVED ON FIRST READING, AND ORDERED PUBLISHED BY TITLE ONLY THIS 21ST DAY OF DECEMBER 2022.

TOWN OF RICO, COLORADO

\_\_\_\_\_  
Nicole Pieterse, Mayor

ATTEST:

\_\_\_\_\_  
Anna Wolf, Town Clerk

THIS ORDINANCE WAS, FOLLOWING PUBLIC NOTICE, INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE IMMEDIATELY THIS 18 DAY OF JANUARY 2023.

TOWN OF RICO, COLORADO

\_\_\_\_\_  
Nicole Pieterse, Mayor

ATTEST:

\_\_\_\_\_  
Anna Wolf, Town Clerk

Effective Date: January 18, 2023

## EXHIBIT A

### AMENDMENTS TO THE RICO LAND USE CODE

Additions shown in double underline; deletions shown in ~~striketrough~~.

Rico Land Use Code

APPENDIX A – FEE SCHEDULE

#### FEE SCHEDULE

~~Building Permits (new construction) = \$25.00 minimum; 15 cents per square foot of construction for structures up to and including 2,500 sq.ft.; 20 cents per square foot of construction for structures over 2,500 square feet.~~

Electronic Copy of Rico Land Use Code	\$ 25.00
Hard Copy of Rico Land Use Code	\$ 100.00
Formal Interpretation of Rico Land Use Code - §408	\$ 200.00
Amendments to Code and Plans * - §410	\$ 500.00
Special Use Permit * - §420	\$ 300.00
All Variance Applications - §430	\$ 300.00
Development Permit for Areas of State and Local Interest * - § 804	\$ 400.00
Road Building * - §470	\$ 350.00
Road Vacation * - §480	\$ 350.00
Utility Improvements - §490	\$ 100.00
Excavation Permits - §494	\$ 100.00
Minor Subdivision * - Article V	\$ 750.00
Subdivision * - Article V	\$ 1,800.00
Planned Unit Development * - Article III	\$ 1,000.00
Annexation * - Article VI	\$ 2,000.00
Encroachment Permit * - Ord. No. 2019-02	\$ 200.00
HC District Fence Permit - §243.2	\$ 100.00
Special Sign Design Permit - §206.12	\$ 100.00
Septic Permit * - §405.6 & Ord. No. 2017-01	\$ 400.00
Extension of Subdivision Approval - §570	\$ 200.00

Hourly rate charged for any other approved contractual town employee review shall be determined by the Board of Trustees.

\* These applications shall be treated as pass-through accounts whereby the Applicant shall be liable for all costs of review. Additional review fees will be paid by the Applicant where the application requires review by an approved contractual town employee.

Building Permit Fees (Schedule Pursuant to 1997 UBC Table No. 1-A)

<u><b>TOTAL VALUATION</b></u>	<u><b>FEE</b></u>
<u>\$1.00 to \$500.00</u>	<u>\$23.00</u>
<u>\$501.00 to \$2,000.00</u>	<u>\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00</u>
<u>\$2,001.00 to \$25,000.00</u>	<u>\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00</u>
<u>\$25,001.00 to \$50,000.00</u>	<u>\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00</u>
<u>\$50,001.00 to \$100,000.00</u>	<u>\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00</u>
<u>\$100,001.00 to \$500,000.00</u>	<u>\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00</u>
<u>\$500,001.00 to \$1,000,000.00</u>	<u>\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00</u>
<u>\$1,000,001.00 and up</u>	<u>\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof</u>
<u><b>Other Inspections and Fees:</b></u>	
1. <u>Plan review fee shall be 65% of the permit fee.</u>	
2. <u>Inspections outside of normal business hours.....</u>	
3. <u>Reinspection fees assessed under provisions of</u>	
<u>Section 305.8.....</u>	
4. <u>Inspections for which no fee is specifically indicated.....</u>	
<u>(minimum charge – one-half hour)</u>	
5. <u>Additional plan review required by changes, additions</u>	
<u>or revisions to plans .....</u>	
6. <u>For use of outside consultants for plan checking and</u>	
<u>inspections, or both.....</u>	

^Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

^^ Actual costs include administrative and overhead costs.

#### Valuation of work

The determination of value or valuation shall be established by the Building Official utilizing the most recent valuation schedule printed in the Building Safety Journal, published by the International Code Council, as a guide using a modifier of one (1). Or, the applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

**TOWN OF RICO  
ORDINANCE NO. 2023-01**

**AN ORDINANCE OF THE TOWN OF RICO, COLORADO APPROVING  
THE SALE OF TOWN OWNED PROPERTY LOCATED AT 13 SOUTH  
GLASGOW AVENUE**

**WHEREAS**, the Town of Rico, Colorado (the “Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Rico Home Rule Charter (the “Charter”); and

**WHEREAS**, the Board of Trustees (the “Board”) has the power pursuant to C.R.S. §§ 31-15-101(d) and 31-15-713(1)(b) to sell and dispose of, by ordinance, real property owned by the Town and not used or held for any governmental purpose; and

**WHEREAS**, pursuant to the Charter Article XIV § 14.1, the Board is authorized to sell or dispose of, by ordinance, the Town’s interest in real property; and

**WHEREAS**, the Town owns that real property described as Lot 7, Block 1, Town of Rico, according to the official plat of said Town, recorded in the office of the Clerk and Recorder, Dolores County, State of Colorado, also known as 13 South Glasgow Avenue, Rico, Colorado 81332 (the “Property”); and

**WHEREAS**, the Board has determined that it is in the best interest of the Town to sell the Property; and

**WHEREAS**, the Town has negotiated a Contract to Buy and Sell Real Estate for the Property (the “Contract”) with the Buyer, Rico Loco Bicycles LLC, a Colorado limited liability company, dated December 22, 2022. Such Contract is attached hereto as **Exhibit 1**, and incorporated herein by reference; and

**WHEREAS**, the Contract is contingent on the Board’s approval of the Contract; and

**WHEREAS**, the Board has reviewed the Contract and desires to approve it; and

**WHEREAS**, the Board has determined that the adoption of this ordinance is necessary and proper to provide for the safety, health, prosperity and order of the Town.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO THAT:**

**Section 1.** The recitals above are hereby adopted as findings and incorporated herein.

**Section 2.** The Board hereby approves the sale of the Property pursuant to the terms of the Contract attached as Exhibit 1.

**Section 3.** Ordinances authorizing the acquisition or disposal of real estate interests shall take effect thirty days after final approval and shall be subject to citizen referendum according to the procedures in the Charter, Article XII.

**Section 4.** All ordinances heretofore passed and adopted by the Board are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict with this Ordinance.

**Section 5.** If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

**INTRODUCED, READ AND APPROVED ON FIRST READING AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF RICO, COLORADO HELD ON JANUARY 23, 2023.**

TOWN OF RICO, COLORADO

\_\_\_\_\_  
Nicole Pieterse, Mayor

ATTEST:

\_\_\_\_\_  
Anna Wolf, Town Clerk

**PASSED, APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED IN FULL AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF RICO, COLORADO HELD ON FEBRUARY 15, 2023.**

TOWN OF RICO, COLORADO

\_\_\_\_\_  
Nicole Pieterse, Mayor

ATTEST:

\_\_\_\_\_  
Anna Wolf, Town Clerk

Effective Date: March 16, 2023

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS3-6-21) (Mandatory 1-22)

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: December 22, 2022

**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.** Rico Loco Bicycles LLC, a Colorado limited liability company (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☒ Other \_\_\_\_\_.

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

**2.3. Seller.** Town of Rico, a Colorado home rule municipality (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 Dolores, Colorado (insert legal description):

Lot 7, block 1, Town of Rico, Dolores County, CO

known as:	<u>13 Glasgow Ave</u>	<u>Rico</u>	<u>CO</u>	<u>81332</u>
	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) and garage door openers (including N/A remote controls). If checked, the following are owned by the Seller and included: ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). 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. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price:

all existing furnishings, personal property or other inclusions remaining on the Property on the Possession Date which are acceptable to Buyer and Seller. The inclusions will remain on the Property as a convenience to Seller and the entire purchase price is allocated to the real property



53           **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at  
 54 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and  
 55 encumbrances, except:  
 56       N/A

57  
 58  
 59           **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other  
 60 applicable legal instrument.

61           **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:  
 62       any and all on the Property; and the use or ownership of the following storage facilities: any and all on the Property.

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

64           **2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer  
 65 at Closing (Leased Items):

66       N/A

67  
 68  
 69           **2.5.8. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

70       N/A

71  
 72  
 73           The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal  
 74 property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance  
 75 will be by bill of sale or other applicable legal instrument.

76           **2.6. Exclusions.** The following items are excluded (Exclusions):

77       any personal property that is not part of the Inclusions in Section 2.5, or otherwise agreed to be  
 78 Inclusions by the parties, and personal effects of Seller

79  
 80           **2.7. Water Rights/Well Rights.**

81       ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

82       N/A

83  
 84  
 85           Any deeded water rights will be conveyed by a good and sufficient N/A deed at Closing.

86       ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and  
 87 2.7.4., will be transferred to Buyer at Closing:

88  
 89       N/A

90  
 91  
 92       ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
 93 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,  
 94 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
 95 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
 96 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
 97 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

98       N/A.

99       ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

100       N/A

101  
 102  
 103           **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),  
 104 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable  
 105 legal instrument at Closing.

106           **2.7.6. Water Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Water  
 107 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

### 108 3. DATES, DEADLINES AND APPLICABILITY.

#### 109 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	11:59 PM MT
2	§ 4	Alternative Earnest Money Deadline	
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	12/30/22
4	§ 8	Record Title Objection Deadline	01/13/23
5	§ 8	Off-Record Title Deadline	12/30/22
6	§ 8	Off-Record Title Objection Deadline	01/13/23
7	§ 8	Title Resolution Deadline	01/23/23
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	N/A
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	12/30/22
14	§ 5	New Loan Terms Deadline	01/23/23
15	§ 5	New Loan Availability Deadline	01/23/23
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	01/13/23
26	§ 9	New ILC or New Survey Objection Deadline	01/16/23
27	§ 9	New ILC or New Survey Resolution Deadline	1/23/23
		<b>Inspection and Due Diligence</b>	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	01/13/23
31	§ 10	Inspection Objection Deadline	01/13/23
32	§ 10	Inspection Resolution Deadline	01/23/23
33	§ 10	Property Insurance Termination Deadline	N/A
34	§ 10	Due Diligence Documents Delivery Deadline	N/A
35	§ 10	Due Diligence Documents Objection Deadline	N/A
36	§ 10	Due Diligence Documents Resolution Deadline	N/A
37	§ 10	Environmental Inspection Termination Deadline	01/13/23
38	§ 10	ADA Evaluation Termination Deadline	01/23/23
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A
		<b>Closing and Possession</b>	
43	§ 12	Closing Date	02/13/23
44	§ 17	Possession Date	Upon Completed Closing
45	§ 17	Possession Time	Upon Completed Closing
46	§ 27	Acceptance Deadline Date	12/27/22

47	§ 27	Acceptance Deadline Time	5:00 PM MT

110 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",  
 111 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box  
 112 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of  
 113 "None", such provision means that "None" applies.

114 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The  
 115 abbreviation "N/A" as used in this Contract means not applicable.

116 **3.3. Day; Computation of Period of Days; Deadlines.**

117 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States  
 118 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a Time of Day Deadline is specified in § 3.1.  
 119 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end  
 120 on the specified deadline date at the time of day specified in the Time of Day Deadline, United States Mountain Time. If Time of  
 121 Day Deadline is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

122 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the  
 123 ending date is not specified, the first day is excluded and the last day is included.

124 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such  
 125 deadline ☒ Will ☐ Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,  
 126 the deadline will not be extended.

127 **4. PURCHASE PRICE AND TERMS.**

128 **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	\$ 195,000.00	
2	§ 4.3.	Earnest Money		\$ 9,750.00
3	§ 4.5.	New Loan		\$ 185,250
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$
10		<b>TOTAL</b>	\$ 195,000.00	\$ 195,000.00

129 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller  
 130 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
 131 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
 132 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any  
 133 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
 134 elsewhere in this Contract.

135 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a personal check or wire transfer, will be  
 136 payable to and held by Alpine Title Company (Earnest Money Holder), in its trust account, on behalf of  
 137 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree  
 138 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the  
 139 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to  
 140 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
 141 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest  
 142 Money Holder in this transaction will be transferred to such fund.

143 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
 144 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

145 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled  
 146 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided  
 147 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,  
 148 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release  
 149 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23

(Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

**4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

**4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default", § 20.1 and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

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

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

**4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

**4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ Does ☐ Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

**4.5. New Loan.**

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

**4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional Provisions).

**4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
☒ Conventional ☐ Other \_\_\_\_\_

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

Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate will not exceed \_\_\_\_\_% per annum and the new payment will not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ \_\_\_\_\_, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before Closing Date.

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

**4.7. Seller or Private Financing.**

**WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

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

**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before Seller or Private Financing Deadline, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

**4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before Seller or Private Financing Deadline, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.



TRANSACTION PROVISIONS
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205

206 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

207 **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  
208 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
209 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

210 **5.2. New Loan Terms; New Loan Availability.**

211 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
212 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest  
213 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit  
214 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not  
215 satisfactory to Buyer, in Buyer's sole subjective discretion.

216 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
217 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's  
218 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**  
219 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the  
220 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property  
221 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**  
222 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**  
223 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,  
224 Survey).

225 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit  
226 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective  
227 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information  
228 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents  
229 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller  
230 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  
231 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If  
232 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to  
233 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

234 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
235 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,  
236 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to  
237 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan  
238 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is  
239 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's  
240 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right  
241 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under  
242 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

243 **6. APPRAISAL PROVISIONS.**

244 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
245 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
246 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
247 valued at the Appraised Value.

248 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in  
249 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

250 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
251 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
252 **Objection Deadline**:

253 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
254 or

255 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
256 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

257 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
258 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
259 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
260 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

**6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

**6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

**7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

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

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

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

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

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

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

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

**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of 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 7.3.5., collectively, Financial Documents);

**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.

(Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before **Closing**. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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

### **8.1. Evidence of Record Title.**

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, 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 and delivered to Buyer as soon as practicable at or after **Closing**.

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

**8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of **Closing**. Any additional premium expense to obtain OEC will be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** \_\_\_\_\_.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

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

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

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

**8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to 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 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

**8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without



limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

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

**8.5. Tax Certificate.** A tax certificate paid for by ☐ Seller ☒ Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

**8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the **Record Title Deadline**.

**8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

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

**8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

**8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,

unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

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

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

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

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

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

**8.9. Mineral Rights Review.** Buyer ☐ Does ☐ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

## 9. NEW ILC, NEW SURVEY.

**9.1. New ILC or New Survey.** If the box is checked, (1) ☒ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of \_\_\_\_\_; is required and the following will apply:

**9.1.1. Ordering of New ILC or New Survey.** ☐ Seller ☒ Buyer will order the New ILC or New Survey. The 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 after the date of this Contract.

**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 Closing, by: ☐ Seller ☐ Buyer or:

1/2 of ILC (not to exceed \$450) to be paid by Seller at closing, the balance to be paid by Buyer

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

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

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

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

**9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

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

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

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## 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, Leased Items, 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 and Leased Items, (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 Termination.** On or before the Inspection Termination Deadline, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

**10.3.2. 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.

**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). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

**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 Terminate under § 24.1., on or before Property Insurance Termination Deadline, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

**10.6. Due Diligence.**

**10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before Due Diligence Documents Delivery Deadline:

**10.6.1.1. Occupancy Agreements.** 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): N/A

**10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before Due Diligence Documents Delivery Deadline. Buyer ☐ Will ☒ Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).



**10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☐ Will Not assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

**10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies of the following:

- ☐ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;
- ☐ **10.6.1.4.2.** Property tax bills for the last \_\_\_\_\_ years;
- ☐ **10.6.1.4.3.** 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;
- ☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- ☐ **10.6.1.4.5.** Operating statements for the past \_\_\_\_\_ years;
- ☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- ☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past \_\_\_\_\_ years;
- ☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- ☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- ☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- ☐ **10.6.1.4.13.** Other:

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

**10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

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

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

**10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

**10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☐ Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or \_\_\_\_\_, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and

evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by in good faith by the buyer and seller days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as \_\_\_\_\_. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property 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 Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

**10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** [Intentionally Deleted - See Residential Addendum if applicable]

**10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

**10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

**10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

**10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

## 11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

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

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

**11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

## CLOSING PROVISIONS

## 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

**12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any

additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

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

**12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the Closing Date or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by Title Company.

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

**12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

**13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☒ special warranty deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

**14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed 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 Seller from the proceeds of this transaction or from any other source.

**15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.**

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

**15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other \_\_\_\_\_.

**15.3. Association Fees and Required Disbursements.** At least fourteen days prior to Closing Date, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

**15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$\_\_\_\_\_ for:

☐ Water Stock/Certificates ☐ Water District  
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ \_\_\_\_\_  
 and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

**15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

**15.9. FIRPTA and Colorado Withholding.**



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

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

## **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

**16.1. Prorations.** The following will be prorated to the Closing Date, except as otherwise provided:

**16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☒ Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ Other \_\_\_\_\_.

**16.1.2. Rents.** Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

**16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

**16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

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

**17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on Possession Date at Possession Time, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 1.00 per day (or any part of a day notwithstanding § 3.3., Day) from Possession Date and Possession Time until possession is delivered.

## **GENERAL PROVISIONS**

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

**18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss 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 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 24.1., on or before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to 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 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney

requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

**18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

**18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

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

**19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

**20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

**20.1. If Buyer is in Default:**

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid 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 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

**20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may 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 the Earnest Money amount specified in § 4.1. is **LIQUIDATED DAMAGES** and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is **SELLER'S ONLY REMEDY** for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

**20.2. If Seller is in Default:**

**20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

**20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

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

824 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
 825 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
 826 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
 827 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
 828 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
 829 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
 830 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a  
 831 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
 832 Section will not alter any date in this Contract, unless otherwise agreed.

833 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
 834 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
 835 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
 836 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
 837 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
 838 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of  
 839 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
 840 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
 841 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  
 842 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
 843 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

844 **24. TERMINATION.**

845 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
 846 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
 847 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
 848 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
 849 and waives the Right to Terminate under such provision.

850 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely  
 851 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

858 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

859 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
 860 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or  
 861 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing  
 862 must be received by the party, not Broker or Brokerage Firm).

863 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
 864 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
 865 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
 866 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

867 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
 868 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
 869 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

870 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
 871 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
 872 located in Colorado.

873 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
 874 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before  
 875 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and  
 876 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
 877 copies taken together are deemed to be a full and complete contract between the parties.

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

882 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

883 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
 884 Commission.)  
 885 Provided in exhibit A  
 886  
 887  
 888  
 889  
 890  
 891  
 892  
 893  
 894

895 **30. OTHER DOCUMENTS.**

896 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:  
 897 None  
 898  
 899

900 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:  
 901  
 902  
 903

904 **SIGNATURES**

905 Buyer's Name: Rico Loco Bicycles LLC, a Colorado limited liability company

Buyer's Name: \_\_\_\_\_

  
 Justin Jain (Dec 22, 2022 17:44 MST)

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Seller's Name: Town of Rico, a Colorado home rule municipality

Seller's Name: \_\_\_\_\_



*Nicole Pieterse*

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

907

908

**END OF CONTRACT TO BUY AND SELL REAL ESTATE****BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.****A. 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 § 23, 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.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.

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

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

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: N/A

Brokerage Firm's License #: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**B. 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 § 23, 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.

Broker is working with Seller as a ☐ Seller's Agent ☐ Transaction-Broker in this transaction.

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

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

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: N/A  
 Brokerage Firm's License #: \_\_\_\_\_  
 Broker's Name: \_\_\_\_\_  
 Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
 Broker's Signature

\_\_\_\_\_  
 Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_



29.1. Closing is contingent upon approval and authorization of this Contract and transaction by Sellers Board of Trustees pursuant to the Seller's Town Charter requirements for adoption of ordinances and expiration of all appeal/referendum periods. In the event that Board approval and authorization does not occur prior to the Closing Date, Buyer shall have the option to either (a) terminate the Contract and receive a full refund of Buyer's earnest money or (b) extend the Closing Date by up to 60 days by providing written notice of extension to Seller on or before the Closing Date.

29.2. Buyer's sole and only remedy in the event of default by Seller or Seller's lack of approval/authorization of this transaction and Contract pursuant to Seller's Town Charter, shall be a full refund of Buyer's earnest money.

29.3. Buyer is advised to consult with competent real estate, tax and legal counsel.

29.4. The provisions of this Contract have been independently, separately, and freely negotiated by the parties as if drafted by both of them. The parties waive any statutory or common law presumption which would serve to have this Contract construed in favor of or against either party.

29.5. Each party warrants to the other party that no real estate broker is entitled to claim a commission related to this transaction. Each party agrees to indemnify the other for any commission or fee claimed by any real estate broker through or based on the action of that party.

29.6. Seller warrants and represents to Buyer that the individual signing this Contract on behalf of Seller is authorized to sign this Contract for Seller and to bind Seller to all terms and conditions stated in this Contract. If Buyer is an entity, Buyer makes the same warranties and representations to Seller






# 20221222 updated BIKE SHOP Contract to Buy and Sell Commercial (Current)

Final Audit Report

2022-12-23

Created:	2022-12-22
By:	Nicole Pieterse (nicole.rplaw@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy2Brul5dj0Cp6Z4VguTnR80Gr7dJE5_z

## "20221222 updated BIKE SHOP Contract to Buy and Sell Commercial (Current)" History

-  Document created by Nicole Pieterse (nicole.rplaw@gmail.com)  
2022-12-22 - 9:29:44 PM GMT- IP address: 75.166.36.32
-  Document emailed to jbain71@yahoo.com for signature  
2022-12-22 - 9:31:21 PM GMT
-  Email viewed by jbain71@yahoo.com  
2022-12-23 - 0:42:34 AM GMT- IP address: 65.38.133.152
-  Signer jbain71@yahoo.com entered name at signing as Justin Bain  
2022-12-23 - 0:44:39 AM GMT- IP address: 65.38.133.152
-  Document e-signed by Justin Bain (jbain71@yahoo.com)  
Signature Date: 2022-12-23 - 0:44:41 AM GMT - Time Source: server- IP address: 65.38.133.152
-  Agreement completed.  
2022-12-23 - 0:44:41 AM GMT



**Submit to Local Licensing Authority**

**GARDEN BAR LLC**  
**PO BOX 155**  
**Rico CO 81332**

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name GARDEN BAR LLC		Doing Business As Name (DBA) GARDEN BAR LLC	
Liquor License # 03-14629	License Type Tavern (city)		
Sales Tax License Number 94620133	Expiration Date 04/15/2023	Due Date 03/01/2023	
Business Address 20 SOUTH GLASGOW AVENUE Rico CO 81332			Phone Number 9707081810
Mailing Address PO BOX 155 Rico CO 81332		Email andrew.romanyshyn@gmail.com	
Operating Manager Andrew Romanyshyn	Date of Birth 4/27/1986	Home Address 20 South Glasgow Ave.	Phone Number 708-708-1810
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

#### Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <b>ANDREW ROMANYSHYN</b>	Title <b>MR.</b>
Signature 	Date <b>1-3-2023</b>

#### Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For		Date
Signature	Title	Attest

## Tax Check Authorization, Waiver, and Request to Release Information

I, ANDREW ROMANYSHYN am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of ANDREW ROMANYSHYN LIMITED LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <b>ANDREW ROMANYSHYN / RICO GARDEN BAR</b>		Social Security Number/Tax Identification Number <b>1</b>	
Address <b>20 S. GLASGOW AVE. P.O. BOX 155</b>			
City <b>RICO</b>		State <b>CO</b>	Zip <b>81332</b>
Home Phone Number <b>(970) 708-1810</b>		Business/Work Phone Number <b>(970) 708-1810</b>	
Printed name of person signing on behalf of the Applicant/Licensee			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)			Date signed

## Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

**Submit to Local Licensing Authority**

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>Rico High Inc</b>		Doing Business As Name (DBA) <b>PROSPECTOR</b>	
Liquor License # <b>03-05821</b>	License Type <b>HOTEL + RESTAURANT (city)</b>		
Sales Tax License Number <b>30349519</b>	Expiration Date	Due Date	
Business Address <b>124 South Glasgow Avenue Rico Co. 81332</b>		Phone Number <b>970-967-3000</b>	
Mailing Address <b>P.O. Box 65 Rico Co. 81332</b>		Email <b>ricobnb@fone.net</b>	
Operating Manager <b>Eamon O'Hara</b>	Date of Birth <b>12/28/88</b>	Home Address <b>20 N. Silver St. Rico Co. 81332</b>	Phone Number <b>970-403-7191</b>
1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <b>10/31/23</b>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			



## Tax Check Authorization, Waiver, and Request to Release Information

I, Edmond O'Hara am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Rico High Inc DBA Prospector (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

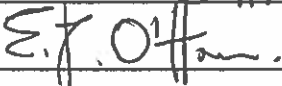
The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Rico High Inc DBA Prospector</u>		Social Security Number/Tax Identification Number <u>46-2212826</u>	
Address <u>124 Glasgow Ave</u>			
City <u>Rico</u>		State <u>CO</u>	Zip <u>81332</u>
Home Phone Number <u>970-967-3000</u>		Business/Work Phone Number <u>970-403-7191</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Edmond O'Hara</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>E. O'Hara</u>			Date signed <u>01/17/2023</u>
<b>Privacy Act Statement</b> Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>Affirmation &amp; Consent</b> I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business Eamon O'HARA	Title PRESIDENT	
Signature 	Date 01/17/23	
<b>Report &amp; Approval of City or County Licensing Authority</b> The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. <b>Therefore this application is approved.</b>		
Local Licensing Authority For		Date
Signature	Title	Attest

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Lease") is entered into this 6<sup>th</sup> day of November, 2022, by and between **RICO HOTEL, LLC**, a Delaware limited liability company ("Lessor") and **RICO HIGH, INC.** ("Lessee") and supercedes and replaces that expired original lease agreement" by and between Lessor and Lessee with an Effective Date of November 1, 2021 between the Parties (the "Original Lease Agreement").

This Lease concerns the old Rico Hotel, now used as apartments (the "Hotel") and adjacent and associated Prospector Restaurant (the "Restaurant") in Rico, Colorado, described herein.

This Lease makes material changes to the Original Lease Agreement by, among other things, removing the Hotel portion from the Lease.

Lessor hereby leases to Lessee and Lessee hereby Leases from Lessor, the Premises, described below, under the terms set forth herein.

1. **Premises and Project.** Lessor is the owner of the Rico Hotel, in Rico, Colorado, which consists of a hotel ("Hotel") and Restaurant commonly known as the Prospector (the "Restaurant"). The Hotel and Restaurant, together, are situated on land legally described as follows: Lots 25, 26, 27, 28, 29, 30 and 31, Block 5 in the Town of Rico, according to the official plat of said Town, recorded in the office of the Clerk and Recorder, Dolores County, State of Colorado, as known by street and number as: 124 S. Glasgow Avenue, Rico, CO 81332 ("Project"). This Lease is solely for the Restaurant, which shall also be referred to as "the Premises" and consists of approximately 2,500 square feet, as well as non-exclusive access to certain common areas of the Project, including parking, which Lessee and its guests shall have the right to use free of charge, in common with other users or occupants of the Project ("Common Areas"). Lessor may develop rules regarding the use of Common Areas, which Lessee agrees to abide by.
2. **Use.** The use of the Premises shall be as a Restaurant, in compliance with the laws, rules, regulations and orders promulgated by the Town of Rico, Colorado, the County of Dolores, Colorado and/or the State of Colorado.
3. **Town of Rico Reporting Requirements.** Lessee will cooperate with Lessor and Town of Rico to provide the required readings outlined in email from Chauncey McCarthy dated 7/18/2022 related to water use and table covers. Water flows will be recorded weekly and table covers recorded daily. Data will be submitted on the 1<sup>st</sup> day of the following month to Tim Bixler at [tbixler@telski.com](mailto:tbixler@telski.com)
4. **Term.** The Lease Term shall be from November 1, 2022 through October 31, 2023 ("Term"). Lessee acknowledges that it has been is currently in possession of the Premises via the expired Original Lease Agreement. Either Party shall have the right to terminate this Lease at any time and for any reason by providing the other Party with thirty (30) days written notice of termination. If not otherwise terminated, the Term may be extended on upon mutual, written consent of the Parties.
5. **Rent.** Lessee shall pay Lessor monthly rent in the amount of One-Thousand dollars (\$1,000.00) per month or Six percent (6%) of gross revenue, whichever is

more, payable on or before the 10<sup>th</sup> of each month during the Term. Gross revenue shall be defined as all revenue received by Lessee from the sale of goods and services, including all food and beverage sales (alcohol included) at the Restaurant, excluding sales taxes. Nothing else shall be deducted from Gross revenue.

6. **Lessee's Operations.** Lessee shall employ all persons associated with Lessee's operation of the Restaurant under its name and in compliance with all laws and Landlord shall have no role, liability or affiliation with Lessee's operation. Lessor is not a partner of Lessee's nor does this Lease create a joint venture between Lessor and Lessee.
7. **Licenses or Permits.** If any governmental license or permit shall be required for the proper and lawful conduct of the Lessee's operations Restaurant, then Lessee at its sole cost and expense, shall procure and maintain such license or permit. Further, Lessee, at its sole cost and expense, shall at all times comply with the requirements of all such licensees and/or permits.
8. **Assignment, Subletting.** Lessee shall not assign this Lease nor sublet all or any portion of the Premises without the prior written consent of Lessor. Lessor shall have the right to sell, transfer or assign the Premises subject to this Lease, and the right to assign its interest under this Lease.
9. **Restaurant Equipment.** All furniture, fixtures and equipment (the "FF&E") located in the Restaurant are the property of Lessor. Lessee agrees to maintain the FF&E in good condition at all times and to return the FF&E in good condition at the termination of the Lease.
10. **Utilities.** Lessee shall pay all utility charges, including water, sewer, gas, electricity, telephone and other services and utilities used by Lessee on the Premises during the Term of this Lease, unless otherwise expressly agreed in writing by Lessor. Lessee shall cause all utilities to be placed in Lessee's name and pay the utility providers directly. Electricity and water are shared between the Restaurant and Hotel. Lessee and Lessor agree to split the cost of electricity and water equally. Lessee may deduct Lessor's portion of utilities from monthly rent as long as a copy of respective utility invoice is provide.
11. **Maintenance, Repair.** Lessee has operated the premises for more than 3 years and has been responsible for the maintenance and condition of the premises, by agreement, which included keeping the building and equipment in good use and serviceable condition, as a standard that meets all applicable codes and requirements for lessee's use of the premises as a restaurant. Lessee agrees it shall maintain the Restaurant hood at all times during the Term, and have it professionally cleaned at a minimum of once during the Lease Term. Lessee further agrees it shall maintain the Project septic system at all times during the Lease, and shall have it professionally cleaned and pumped at least twice during the Term. Lessee accepts the Premises in its "AS IS" condition and agrees to return the Premises in good condition, reasonable wear and tear excepted. Lessor has made no representations or warranties regarding the Premises or Lessee's intended use and hereby disclaims anything to the contrary. Lessee shall, at its sole cost and expense during the Term, keep and maintain the Premises in good state of condition and

repair, reasonable wear and tear excepted, and shall maintain the premises in compliance with all applicable regulatory agencies and authorities. Lessee shall not permit anyone to injure or deface any portion of the Premises. Lessor agrees to maintain, at its sole cost and expense, any costs related to the structural portions of the Premises, the roof and exterior of the Restaurant building, provided that such repair is not the result of Lessee's failure to properly maintain such areas. If Lessee fails to comply with the maintenance and cleaning requirements set forth herein, Lessor may terminate the Lease with 10-days prior notice, if such failure is not cured or reasonable steps, agreed to by Landlord, taken by Lessee to remedy such failure within the 10 day cure period.

12. **Exterior Maintenance.** Lessee shall be responsible for repair and maintenance of any exterior portions of the Premises and property surrounding the Premises, walkways, stairways, decks, propane tank and Restaurant entries and trash areas reasonably clear of snow and ice.

13. **Insurance.** Lessee shall bear all risk of loss of, damage to, or destruction of the Premises during the Term. Lessee agrees to procure and maintain at all times on and after the Effective Date and during the Restaurant Term a general commercial liability and general restaurant coverage insurance, including coverage for bodily injury, property damage, death and personal injury (employee and contractual liability exclusions deleted), products and completed operations, alcohol liability, and contractual liability (including coverage for the contractual liability of Lessee for performance of the indemnification provisions of this Lease); owner's protective liability, independent contractors and broad form property damage, with limits of not less than One Million Dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury, property damage, business interruption, independent contractors and personal injury and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage, and for any claims that may be brought in association with the use of the Premises. Lessee shall provide to Lessor evidence of such policy. Lessee's policies shall name Rico Hotel, LLC and TSG Ski & Golf, LLC as additional insureds and provide landlord with a certificate of insurance evidencing the required insurance.

14. **Indemnification and Damages.**

Lessee shall indemnify, defend and hold harmless Rico Hotel, LLC and TSG Ski & Golf, LLC and, their parents, subsidiaries, affiliated companies, agents, employees, representatives, directors, officers, partners and/or shareholders and insurance carriers of and from any and all liability, claims, loss, costs, demands, liens, actions and causes of action whatsoever (including reasonable attorneys' fees and expenses as well as in-house attorneys' fees) arising from or in connection with the use of the Premises, including, without limitation, any loss, damage or injury to person or property, including death.

Lessor shall not be liable for any damages to Lessee for any failure to perform under this Lease. Lessee shall look solely to its own insurance for any damages caused by Lessor or otherwise. In the event the Premises is damaged, due to no fault of Lessee, so that Lessee is unable to continue its business, Lessee's sole remedy shall be to terminate the Lease.

15. **Entire Agreement.** This Lease contains the entire understanding and Lease between the parties respecting the subject matter and supersedes any and all prior Leases or understandings. Any modification to this Lease must be in writing and duly executed by Lessor and Lessee.



16. **Noticing.** All notices required or permitted to be given hereunder shall be in writing and shall be effective if sent by electronic mail to the following e-mail addresses:

**Rico Hotel, LLC**  
ssolomon@tellurideskiresort.com  
sreeder@tellurideskiresort.com

**Rico High, Inc.**  
ricobnb@fone.com

17. **Modifications and Waivers.** No change, modification or waiver of any provision of this Lease shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by the parties hereto. No waiver of any breach term or condition of this Lease by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.
18. **Governing Law /Venue.** The parties consent and agree that Colorado law shall apply to all disputes concerning this Lease, and any and all legal proceedings relating to the subject matter of this Lease shall be maintained in state courts sitting in San Miguel County, Colorado or federal district courts sitting in the District of Colorado, and the parties further consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.
19. **Severability.** If any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
20. **Counterparts and Scanned Copies.** This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Scanned copies of any party's signature hereon shall be deemed an original for all purposes of this Lease.
21. **Access.** Lessor shall have the right to access the Premises for any reasonable purpose during the Term in such a manner as to not disturb Lessee's operation unless the circumstances require otherwise. Such access shall be to inspect or maintain the Premises.
22. **Authority.** The individuals signing below on behalf of Lessor and Lessee, individually represent and warrant to the each other that they are duly authorized to sign this Lease.
23. **Remedies:** Failure to perform any conditions, covenants or agreements required of tenant, shall give Lessor the right, but not the obligation, to give notice of termination of this Lease agreement, and to take possession of the property and to seek damages from Lessee, together with unpaid rents and costs of collection.

**LESSOR:****RICO HOTEL, LLC, A Delaware limited liability company**

Sherrin K Reeder  
Authorized Signer

1/5/2023  
date

**LESSEE:****RICO HIGH, INC**

E. J. O'Hara  
Eamonn O'Hara, President

01/01/23  
date

NEW TOWN OF RICO - GENERAL FUND  
BALANCE SHEET  
DECEMBER 31, 2022

ASSETS

CURRENT ASSETS		
CASH - CHECKING	\$	747,482.53
C-SAFE		301,831.78
CASH WITH TREASURER		374.95
		<hr/>
TOTAL CURRENT ASSETS		1,049,689.26
PROPERTY AND EQUIPMENT		
		<hr/>
TOTAL PROPERTY AND EQUIPMENT		0.00
OTHER ASSETS		
		<hr/>
TOTAL OTHER ASSETS		0.00
		<hr/>
TOTAL ASSETS	\$	<u><u>1,049,689.26</u></u>

LIABILITIES AND CAPITAL

CURRENT LIABILITIES		
FICA & FEDERAL W/H PAYABLE	\$	35,997.12
STATE W/H PAYABLE		904.43
EMPLOYEE PERA		12,061.99
		<hr/>
TOTAL CURRENT LIABILITIES		48,963.54
LONG-TERM LIABILITIES		
		<hr/>
TOTAL LONG-TERM LIABILITIES		0.00
		<hr/>
TOTAL LIABILITIES		48,963.54
CAPITAL		
FUND BALANCE		930,019.01
NET INCOME		70,706.71
		<hr/>
TOTAL CAPITAL		1,000,725.72
		<hr/>
TOTAL LIABILITIES & CAPITAL	\$	<u><u>1,049,689.26</u></u>

NEW Town of Rico - General Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Developmnet Securities	\$ 5,000.00	\$ 0.00	5,000.00	0.00	0.00
Property Tax	85,723.57	86,100.00	(376.43)	896.92	99.56
Sales & Use Tax	315,182.80	175,000.00	140,182.80	36,546.53	180.10
SO Tax	4,811.71	4,000.00	811.71	404.19	120.29
Cigarette Tax	284.99	190.00	94.99	31.78	149.99
Mineral Leasing	0.00	5,000.00	(5,000.00)	0.00	0.00
Del Tax & Interest	5,830.69	200.00	5,630.69	276.03	2,915.35
Payroll Transfer Funds	141,712.21	129,000.00	12,712.21	16,598.33	109.85
Motor Vehicle Tax	394.64	1,500.00	(1,105.36)	0.00	26.31
Building Permits	5,984.36	5,000.00	984.36	0.00	119.69
Development Applications	2,575.00	20,000.00	(17,425.00)	950.00	12.88
Business Licenses	775.00	200.00	575.00	100.00	387.50
Dog Licenses	150.00	100.00	50.00	0.00	150.00
Interest	1,835.06	475.00	1,360.06	65.39	386.33
Fines	16,171.00	10,000.00	6,171.00	(475.00)	161.71
Miscellaneous	728.70	0.00	728.70	0.00	0.00
Septic Permit	2,203.00	375.00	1,828.00	1,003.00	587.47
Lodging Tax	6,447.56	4,000.00	2,447.56	0.00	161.19
Rent	4,800.00	5,400.00	(600.00)	0.00	88.89
Contract Labor Transfer	0.00	8,000.00	(8,000.00)	0.00	0.00
Attorney Pass Thru	324,937.85	75,000.00	249,937.85	69,958.04	433.25
SMPA Dividend Check	571.16	400.00	171.16	0.00	142.79
CVRF	29,030.89	29,000.00	30.89	0.00	100.11
Total Revenues - Operating	955,150.19	558,940.00	396,210.19	126,355.21	170.89
Expenses - Operating					
Town Clean Up Day	(4,842.39)	(6,000.00)	1,157.61	0.00	80.71
Building Inspector	(640.00)	(5,000.00)	4,360.00	(640.00)	12.80
Town Administrator	(71,500.08)	(70,000.00)	(1,500.08)	(6,083.34)	102.14
Town Clerk	(41,208.41)	(43,000.00)	1,791.59	(3,583.34)	95.83
Payroll Taxes	(13,756.40)	(35,000.00)	21,243.60	0.00	39.30
Public Works	(41,838.57)	(37,000.00)	(4,838.57)	(3,750.00)	113.08
Employee Benefits - Health	(38,392.60)	(38,000.00)	(392.60)	(3,209.40)	101.03
Professional - Town Attorney	(30,200.00)	(30,000.00)	(200.00)	(2,715.50)	100.67
Town Planner	(6,078.26)	(20,000.00)	13,921.74	(2,218.50)	30.39
POST Maintenance/Ice	(11,060.00)	(8,900.00)	(2,160.00)	(1,360.00)	124.27
Professional - Auditor	(12,165.00)	(12,000.00)	(165.00)	0.00	101.38
Attorney Pass Thru	(227,029.62)	(75,000.00)	(152,029.62)	0.00	302.71
Municipal Court Judge	(4,500.00)	(4,500.00)	0.00	(375.00)	100.00

For Management Purposes Only

NEW Town of Rico - General Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Town Marshall	(15,118.32)	(30,000.00)	14,881.68	(1,273.00)	50.39
POST - Groomer	0.00	(7,000.00)	7,000.00	0.00	0.00
Website Maintenance	0.00	(2,000.00)	2,000.00	0.00	0.00
Fuel	(2,400.96)	(3,500.00)	1,099.04	(197.94)	68.60
Advertisement/Agenda & Notice	0.00	(2,000.00)	2,000.00	0.00	0.00
Insurance	(8,022.36)	(5,200.00)	(2,822.36)	0.00	154.28
Supplies	(11,033.36)	(12,000.00)	966.64	(1,071.53)	91.94
Park Adminstrator	0.00	(5,000.00)	5,000.00	0.00	0.00
Electric	(1,398.00)	(2,200.00)	802.00	(127.00)	63.55
Propane	(6,121.00)	(5,000.00)	(1,121.00)	(603.00)	122.42
Employee Benefits - Life	0.00	(137.00)	137.00	0.00	0.00
Telephone	(4,378.35)	(6,000.00)	1,621.65	(294.44)	72.97
Utilities - Other	(970.28)	(1,000.00)	29.72	(50.46)	97.03
Employee Benefits - PERA	(23,594.72)	(32,000.00)	8,405.28	(1,976.34)	73.73
Treasurer Fees	(1,795.01)	(2,500.00)	704.99	(20.71)	71.80
Dues & Fees	(757.60)	(3,000.00)	2,242.40	(185.00)	25.25
Employees Consideration	(5,500.00)	(3,000.00)	(2,500.00)	(5,500.00)	183.33
Pass Thru/Rico Center	(8,300.00)	(3,400.00)	(4,900.00)	0.00	244.12
Travel/Conference Expenses	(4,832.01)	(7,500.00)	2,667.99	0.00	64.43
Miscellaneous	(332.00)	(2,000.00)	1,668.00	(250.00)	16.60
Sales & Use Tax	(61,572.24)	(25,350.00)	(36,222.24)	(7,162.26)	242.89
4th of July	(1,536.70)	(2,500.00)	963.30	0.00	61.47
Water Technician	(1,643.52)	(4,000.00)	2,356.48	(300.00)	41.09
Elections	(3,938.84)	(3,000.00)	(938.84)	0.00	131.29
Part Time Maintenance	(34,175.00)	(35,000.00)	825.00	(3,570.00)	97.64
Traffic Fine - Surcharge	0.00	(2,500.00)	2,500.00	0.00	0.00
Total Expenses - Operating	(700,631.60)	(591,187.00)	(109,444.60)	(46,516.76)	118.51
Net Income - Operating	\$ 254,518.59	\$ (32,247.00)	286,765.59	79,838.45	(789.28)
Revenues - Capital Improvement					
Rico Center Grant - pass thru	\$ 8,300.00	\$ 3,400.00	4,900.00	0.00	244.12
Excise Tax	5,204.00	2,000.00	3,204.00	0.00	260.20
Total Revenues - Capital Improve	13,504.00	5,400.00	8,104.00	0.00	250.07

For Management Purposes Only



NEW Town of Rico - General Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Expenses - Capital Improvement					
Front End Loader	(119,090.73)	(120,000.00)	909.27	0.00	99.24
Facilities Improvement	(45,877.11)	(135,000.00)	89,122.89	(15,442.00)	33.98
River Corridor Project	(22,668.75)	(5,000.00)	(17,668.75)	(22,668.75)	453.38
Total Expenses - Capital Improve	(187,636.59)	(260,000.00)	72,363.41	(38,110.75)	72.17
Net Income - Capital Improvement	\$ (174,132.59)	\$ (254,600.00)	80,467.41	(38,110.75)	68.39
Revenues - Special Projects					
Rico Center/River Corridor	\$ 0.00	\$ 3,000.00	(3,000.00)	0.00	0.00
RC/LUC Amendments/M.P.	0.00	15,000.00	(15,000.00)	0.00	0.00
Total Revenues - Special Projects	0.00	18,000.00	(18,000.00)	0.00	0.00
Expenses - Special Projects					
Community Meetings	0.00	(3,000.00)	3,000.00	0.00	0.00
RC/LUC Amendment/M.P.	(10,757.75)	(10,760.00)	2.25	0.00	99.98
Total Expenses - Special Projects	(10,757.75)	(13,760.00)	3,002.25	0.00	78.18
Net Income - Special Projects	\$ (10,757.75)	\$ 4,240.00	(14,997.75)	0.00	(253.72)
Revenues - Other					
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
Expenses - Other					
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ 69,628.25	\$ (282,607.00)	352,235.25	41,727.70	(24.64)

For Management Purposes Only

NEW Town of Rico - General Fund  
 Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Beginning Fund Balance	930,019.01		0.00		
Ending Fund Balance	999,647.26	(282,607.00)			

NEW Town of Rico - Open Park Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Sales & Use Tax	\$ 30,786.12	\$ 20,000.00	10,786.12	3,581.13	153.93
Lodging Tax	1,172.59	900.00	272.59	0.00	130.29
Interest	58.70	30.00	28.70	8.50	195.67
Excise Tax	3,071.50	3,000.00	71.50	0.00	102.38
	<u>35,088.91</u>	<u>23,930.00</u>	<u>11,158.91</u>	<u>3,589.63</u>	
Total Revenues - Operating					146.63
Expenses - Operating					
Flowers	(1,084.14)	(1,500.00)	415.86	0.00	72.28
Winter Festival	0.00	(1,500.00)	1,500.00	0.00	0.00
Winter Trail Grooming Payroll	(660.00)	(7,000.00)	6,340.00	0.00	9.43
Repairs & Maint. Equipment	0.00	(1,500.00)	1,500.00	0.00	0.00
Insurance	(5,000.00)	(5,000.00)	0.00	0.00	100.00
Supplies	(8,729.76)	(7,500.00)	(1,229.76)	(3,928.46)	116.40
Ice Rink & Park Maint. Payroll	(9,340.00)	(8,900.00)	(440.00)	(2,510.00)	104.94
Miscellaneous	0.00	(500.00)	500.00	0.00	0.00
	<u>(24,813.90)</u>	<u>(33,400.00)</u>	<u>8,586.10</u>	<u>(6,438.46)</u>	
Total Expenses - Operating					74.29
Net Income - Operating	\$ <u>10,275.01</u>	\$ <u>(9,470.00)</u>	<u>19,745.01</u>	<u>(2,848.83)</u>	(108.50)
Revenues - Capital Improvement					
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Total Revenues - Capital Improvement					0.00
Expenses - Capital Improvement					
Facility Planning and Improvme	\$ <u>(20,000.00)</u>	\$ <u>(20,000.00)</u>	<u>0.00</u>	<u>(10,000.00)</u>	100.00
	<u>(20,000.00)</u>	<u>(20,000.00)</u>	<u>0.00</u>	<u>(10,000.00)</u>	
Total Expenses - Capital Improvement					100.00
Net Income - Capital Improvement	\$ <u>(20,000.00)</u>	\$ <u>(20,000.00)</u>	<u>0.00</u>	<u>(10,000.00)</u>	100.00

For Management Purposes Only

NEW Town of Rico - Open Park Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Special Projects					
Total Revenues - Special Projects	0.00	0.00	0.00	0.00	0.00
Expenses - Special Projects					
Total Expenses - Special Projects	0.00	0.00	0.00	0.00	0.00
Net Income - Special Projects	\$ 0.00	\$ 0.00	0.00	0.00	0.00
Revenues - Other					
Rio Grande Southern Extension	\$ 0.00	\$ 125,000.00	(125,000.00)	0.00	0.00
Total Revenues - Other	0.00	125,000.00	(125,000.00)	0.00	0.00
Expenses - Other					
Rio Grande Southern Extension	0.00	(100,000.00)	100,000.00	0.00	0.00
Total Expenses - Other	0.00	(100,000.00)	100,000.00	0.00	0.00
Net Income - Other	\$ 0.00	\$ 25,000.00	(25,000.00)	0.00	0.00
TOTAL NET INCOME	\$ (9,724.99)	\$ (4,470.00)	(5,254.99)	(12,848.83)	217.56
Beginning Fund Balance	101,765.96	0.00			
Ending Fund Balance	92,040.97	(4,470.00)			

NEW Town of Rico - Sanitation Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Property Tax	\$ 25,934.33	\$ 26,050.00	(115.67)	271.35	99.56
Specific Ownership Tax	1,455.71	800.00	655.71	122.28	181.96
Del Tax and Interest	1,227.47	105.00	1,122.47	21.94	1,169.02
Interest	132.61	0.00	132.61	19.54	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues - Operating	28,750.12	26,955.00	1,795.12	435.11	106.66
	<hr/>	<hr/>	<hr/>	<hr/>	
Expenses - Operating					
Septic-Inspector/Training	0.00	(1,200.00)	1,200.00	0.00	0.00
Treasurers Fees	(538.16)	(700.00)	161.84	(5.65)	76.88
Miscellaneous/ Engineering	0.00	(10,000.00)	10,000.00	0.00	0.00
Payroll Transfer	(6,541.63)	(3,250.00)	(3,291.63)	(608.33)	201.28
	<hr/>	<hr/>	<hr/>	<hr/>	
Total Expenses - Operating	(7,079.79)	(15,150.00)	8,070.21	(613.98)	46.73
	<hr/>	<hr/>	<hr/>	<hr/>	
Net Income - Operating	\$ 21,670.33	\$ 11,805.00	9,865.33	(178.87)	183.57
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	
Revenues - Capital Improve General	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues - Capital Improve Gener	0.00	0.00	0.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Expenses - Capital Improve General	<hr/>	<hr/>	<hr/>	<hr/>	
Total Expenses - Capital Improve Gener	0.00	0.00	0.00	0.00	0.00
	<hr/>	<hr/>	<hr/>	<hr/>	
Net Income - Capital Improve General	\$ 0.00	\$ 0.00	0.00	0.00	0.00
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	
Revenues - Cap Improve - Dept Local Affairs	<hr/>	<hr/>	<hr/>	<hr/>	
Total Revenues - Cap Imp Dept Local A	0.00	0.00	0.00	0.00	0.00

For Management Purposes Only



NEW Town of Rico - Sanitation Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	<u>YEAR TO DATE ACTUAL</u>	<u>ANNUAL BUDGET</u>	<u>YEAR to DATE BALANCE</u>	<u>CURRENT MONTH ACTUAL</u>	<u>PERCENTAGE FAV (UNFAV)</u>
Expenses - Cap Improve - Dept Local Affairs					
Total Expenses - Cap Imp Dept Local Af	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Net Income - Cap Imp Dept Local Aff	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Revenues - Cap Improve - USDA Devel Loan					
Total Revenues - Capital Improvement	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Expenses - Cap Improve USDA Devel Loan					
Total Expenses - Cap Impr USDA Devel	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Net Income - Cap Impr USDA Devel Lo	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Revenues - Cap Improve USDA Devel Grant					
Total Revenues - Cap Imp USDA Devel	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Expenses - Cap Improve USDA Devel Grant					
Total Expenses - Cap Imp USDA Devel	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Net Income - Capital Improvement	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00
Revenues - Cap Improve - EPA Grant					
Total Revenues - Cap Improve EPA Gra	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0.00

For Management Purposes Only

NEW Town of Rico - Sanitation Fund  
 Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Expenses - Cap Improve - EPA Grant					
Total Expenses - Cap Improve EPA Gra	0.00	0.00	0.00	0.00	0.00
Net Income - Cap Improve EPA Grant	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ 21,670.33	\$ 11,805.00	9,865.33	(178.87)	183.57
Beginning Fund Balance	216,125.38	0.00			
Ending Fund Balance	237,795.71	11,805.00			

2018 NEW Town of Rico - Street Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Property Tax	\$ 11,752.42	\$ 11,805.00	(52.58)	122.96	99.55
Sales and Use Tax	30,786.12	20,000.00	10,786.12	3,581.13	153.93
Specific Ownership Tax	659.66	500.00	159.66	55.41	131.93
Del Tax and Intrest	556.21	15.00	541.21	9.94	3,708.07
Franchise Tax	6,400.55	7,300.00	(899.45)	0.00	87.68
Highway Users Tax	18,092.97	12,800.00	5,292.97	1,586.57	141.35
Lodging Tax	805.95	0.00	805.95	0.00	0.00
County R&B Reapportionment	13,049.77	11,800.00	1,249.77	0.00	110.59
Mineral Leasing	20,016.78	0.00	20,016.78	0.00	0.00
Interest	66.63	30.00	36.63	11.94	222.10
Miscellaneous	8,500.00	500.00	8,000.00	0.00	1,700.00
DOLA Grant	120,064.04	0.00	120,064.04	0.00	0.00
Severance	6,002.05	0.00	6,002.05	0.00	0.00
Rico Center Grant	33,000.00	33,000.00	0.00	0.00	100.00
Total Revenues - Operating	<u>269,753.15</u>	<u>97,750.00</u>	<u>172,003.15</u>	<u>5,367.95</u>	275.96
Expenses - Operating					
Payroll Transfer	(41,025.52)	(40,000.00)	(1,025.52)	(6,083.33)	102.56
Snow Removal	0.00	(5,000.00)	5,000.00	0.00	0.00
Fuel	(10,970.15)	(7,500.00)	(3,470.15)	0.00	146.27
Equipt Repairs & Maintenance	(9,585.41)	(5,000.00)	(4,585.41)	(216.12)	191.71
Insurance	(6,428.13)	(6,500.00)	71.87	0.00	98.89
Supplies	(2,560.86)	(2,500.00)	(60.86)	0.00	102.43
Electric	(1,185.00)	(2,000.00)	815.00	(75.00)	59.25
Street Lights	(1,128.00)	(1,500.00)	372.00	(94.00)	75.20
Utilities - Other	(2,799.42)	(2,500.00)	(299.42)	(183.13)	111.98
Treasurer Fees	(243.86)	(350.00)	106.14	(2.56)	69.67
DOLA Grant - transfer	(120,064.04)	0.00	(120,064.04)	0.00	0.00
Miscellaneous	(25.00)	0.00	(25.00)	0.00	0.00
Total Expenses - Operating	<u>(196,015.39)</u>	<u>(72,850.00)</u>	<u>(123,165.39)</u>	<u>(6,654.14)</u>	269.07
Net Income - Operating	<u>\$ 73,737.76</u>	<u>\$ 24,900.00</u>	<u>48,837.76</u>	<u>(1,286.19)</u>	296.14

2018 NEW Town of Rico - Street Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Capital Improvement					
Excise Tax	\$ 3,071.50	\$ 1,800.00	1,271.50	0.00	170.64
Total Revenues - Capital Improvement	3,071.50	1,800.00	1,271.50	0.00	170.64
Expenses - Capital Improvement					
Equipment Lease Loader	0.00	(25,500.00)	25,500.00	0.00	0.00
Gravel Project - Streets	(1,403.46)	(5,000.00)	3,596.54	0.00	28.07
Preliminary Maint Facility	(2,187.59)	(5,000.00)	2,812.41	0.00	43.75
Total Expenses - Capital Improvement	(3,591.05)	(35,500.00)	31,908.95	0.00	10.12
Net Income - Capital Improvement	\$ (519.55)	\$ (33,700.00)	33,180.45	0.00	1.54
Revenues - Other					
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
Expenses - Other					
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
TOTAL NET INCOME	\$ 73,218.21	\$ (8,800.00)	82,018.21	(1,286.19)	(832.03)
Beginning Fund Balance	72,610.86	0.00			
Ending Fund Balance	145,829.07	(8,800.00)			

NEW Town of Rico - Water Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Water Revenue	\$ 147,928.72	\$ 127,500.00	20,428.72	13,279.25	116.02
Insurance Reimbursement	6,500.00	0.00	6,500.00	0.00	0.00
Interest	110.80	50.00	60.80	21.85	221.60
Electric Reimbursement	1,217.00	1,492.00	(275.00)	0.00	81.57
Miscellaneous	0.00	500.00	(500.00)	0.00	0.00
Total Revenues - Operating	155,756.52	129,542.00	26,214.52	13,301.10	120.24
Expenses - Operating					
Payroll Transfer	(82,945.06)	(82,500.00)	(445.06)	(7,396.67)	100.54
Professional - Town Attorney	(3,324.36)	(2,000.00)	(1,324.36)	(239.00)	166.22
Professional - Auditor	0.00	(6,000.00)	6,000.00	0.00	0.00
Repairs/Maintenance	(12,051.37)	(7,500.00)	(4,551.37)	(3,610.13)	160.68
Insurance	(6,579.62)	(7,000.00)	420.38	0.00	93.99
Supplies	(8,897.65)	(5,000.00)	(3,897.65)	(91.79)	177.95
Water Samples	(1,170.00)	(2,500.00)	1,330.00	(285.00)	46.80
Electric	(4,838.00)	(5,500.00)	662.00	(415.00)	87.96
Propane	(4,064.00)	(5,000.00)	936.00	(402.00)	81.28
Utilities - Other	(1,495.00)	(2,000.00)	505.00	(115.00)	74.75
Employee Benefit - Life	0.00	(50.00)	50.00	0.00	0.00
Dolores Water Conservation Dis	(2,700.05)	(2,700.00)	(0.05)	0.00	100.00
Miscellaneous	(425.00)	(500.00)	75.00	0.00	85.00
Total Expenses - Operating	(128,490.11)	(128,250.00)	(240.11)	(12,554.59)	100.19
Net Income - Operating	\$ 27,266.41	\$ 1,292.00	25,974.41	746.51	2,110.40
Revenues - Capital Improvement					
DOLA - West Rico Survey	\$ 120,064.04	\$ 0.00	120,064.04	0.00	0.00
Tap Installation	37,500.00	10,000.00	27,500.00	0.00	375.00
Water Tank Replacement	0.00	234,500.00	(234,500.00)	0.00	0.00
Total Revenues - Capital Improve	157,564.04	244,500.00	(86,935.96)	0.00	64.44

For Management Purposes Only



NEW Town of Rico - Water Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE BALANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Expenses - Capital Improvement					
Tap Installation	(3,518.15)	(7,500.00)	3,981.85	0.00	46.91
Preliminary Maint Facility	(4,500.00)	(5,000.00)	500.00	0.00	90.00
Water Engineering Service	0.00	(2,500.00)	2,500.00	0.00	0.00
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	
Total Expenses - Capital Improve	(8,018.15)	(15,000.00)	6,981.85	0.00	53.45
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	
Net Income - Capital Improvement	\$ 149,545.89	\$ 229,500.00	(79,954.11)	0.00	65.16
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	
Revenues - Other					
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	
Total Revenues - Other	0.00	0.00	0.00	0.00	0.00
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	
Expenses - Other					
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	
Total Expenses - Other	0.00	0.00	0.00	0.00	0.00
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	
Net Income - Other	\$ 0.00	\$ 0.00	0.00	0.00	0.00
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	
TOTAL NET INCOME	\$ 176,812.30	\$ 230,792.00	(53,979.70)	746.51	76.61
	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	
Beginning Fund Balance	3,025,022.03	0.00			
	<u>                    </u>	<u>                    </u>			
Ending Fund Balance	3,201,834.33	230,792.00			
	<u>                    </u>	<u>                    </u>			

NEW Conservation Trust Fund  
Comparative Income Statement to Budget  
For the Twelve Months Ending December 31, 2022

	YEAR TO DATE ACTUAL	ANNUAL BUDGET	YEAR to DATE VARIANCE	CURRENT MONTH ACTUAL	PERCENTAGE FAV (UNFAV)
Revenues - Operating					
Total Revenues - Operating	0.00	0.00	0.00	0.00	0.00
Expenses - Operating					
Total Expenses - Operating	0.00	0.00	0.00	0.00	0.00
Net Income - Operating	\$ 0.00	\$ 0.00	0.00	0.00	0.00
Revenues - Other					
Lottery Proceeds	\$ 3,721.78	\$ 2,000.00	1,721.78	994.61	186.09
Total Revenues - Other	3,721.78	2,000.00	1,721.78	994.61	186.09
Expenses - Other					
Rio Grande Southern Extension	0.00	(30,000.00)	30,000.00	0.00	0.00
Total Expenses - Other	0.00	(30,000.00)	30,000.00	0.00	0.00
Net Income - Other	\$ 3,721.78	\$ (28,000.00)	31,721.78	994.61	(13.29)
TOTAL NET INCOME	\$ 3,721.78	\$ (28,000.00)	31,721.78	994.61	(13.29)
Beginning Fund Balance	40,873.93	0.00			
Ending Fund Balance	44,595.71	(28,000.00)			