City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
December 2, 2025 at 6:00 PM

Agenda

Please register, **BY 4:30 pm the day of the meeting** for Regular City Council Meeting
https://zoom.us/webinar/register/WN_IJIzcmlQTgqcTEDomhRz5A
After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:
http://www.youtube.com/@cityofsalidacolorado

Civility Invocation

Call to Order

Pledge of Allegiance

Roll Call

Amendment(s) to Agenda

Consent Agenda

1. Approve Agenda

2. Approve November 18, 2025 Minutes

3. Approve MOU between the City and County to designate the County as our primary recipient of EPR's Education and Outreach funds.

4. Approve Final Settlement for the 2025 Asphalt Maintenance Project

5. Award South Ark Neighborhood Owner's Representative

6. Approve Professional Service Agreement for IT service with Orion Integration Services

Citizen Comment–Three (3) Minute Time Limit

Liquor Licensing Authority

7. New Tavern Liquor License for The Office Bar, LLC, at 146 West First Street - **Public Hearing**

8. Request for Change of Location for Little Cambodia, LLC, Liquor License #03-22706 from 720 E. Highway 50 to 7595 W. Highway 50. **Public Hearing**

Unfinished Business / Action Items

New Business / Action Items

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2626 at least 48 hours in advance.

9. **Resolution 2025-53** A Resolution of the City Council for the City of Salida, CO, Declaring December 9, 2025 as ChaffeeGIVES Day.

10. **Resolution 2025-54** A Resolution of the City Council of the City of Salida, Colorado, Amending Resolution 2022-42 Approving the Development Agreement for the Jane's Place Planned Development.

Councilors, Mayor and City Treasurer Reports

Council Reports
Stephens - Airport Board and PROST
Pappenfort - Finance Committee and CHA
Martin
Rovinsky
Schreiner
Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Mayor Report

Attorney Report

Treasurer Report

Department Updates

Adjourn

City Clerk | Deputy City Clerk

Mayor

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City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
November 18, 2025 at 6:00 PM

Minutes

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Civility Invocation

Call to Order

Pledge of Allegiance

Swear in Elected Officials

Roll Call

PRESENT

Council Member Alisa Pappenfort
Council Member Suzanne Fontana
Council Member Aaron Stephens
Council Member Wayles Martin
Council Member Joey Rovinsky
Council Member Shelley Schreiner
Treasurer Ben Gilling
Mayor Justin Critelli

Amendment(s) to Agenda

Consent Agenda

Council Member Martin moved to combine and approve items on the consent agenda, seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Rovinsky, Council Member Schreiner

Approve Agenda

Approve November 4, 2025 Minutes

MOTION PASSED

Citizen Comment–Three (3) Minute Time Limit

Unfinished Business / Action Items

New Business / Action Items

Ordinance 2025-24 An Ordinance of the City Council of the City of Salida, Colorado, repealing Section 2(a) of Ordinance 18, Series 2025 and establishing an emergency. **Public Hearing**

Mayor Critelli opened the Public Hearing. Michael Kimmett, Aurora Kimmett, Ramona Kimmett, Ed Colt, Janelle Marion, John Wood, Michael Marino, Laura Pamerenke, Nate Calderone, Mike Buckley, Rebecca Colbert , and Adam Sher spoke during the public hearing. Hearing no further comments, the mayor closed the public hearing.

Council Member Pappenfort moved to approve Emergency Ordinance 2025-24, seconded by Council Member Martin.
Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Martin, Council Member Schreiner
Voting Nay: Council Member Stephens, Council Member Rovinsky

BECAUSE A MAJORITY VOTE WAS NOT REACHED THE MOTION FAILED

At 8:45 pm Council Member Martin made a motion to extend the meeting to 9:30 pm, seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Rovinsky, Council Member Schreiner, Council Member Stephens, Council Member Martin

MOTION PASSED

Councilors, Mayor and City Treasurer Reports

Council Reports
Pappenfort - Finance Committee and CHA
Martin
Stephens - Airport Board and PROST
Fontana - Finance Committee and Greater Salida Recreation Corporation Board
Rovinsky
Schreiner

Reports were given.

Mayor Report

Report was given.

Attorney Report

Report was given.

Treasurer Report

Report was given.

Department Updates

Report was given.

Adjourn Meeting adjourned at 9:29 pm

City Clerk | Deputy City Clerk

Mayor

City Council Action Form

Department	Presented By	Date
Administration	Sara Law - Sustainability Coordinator/PIO	December 2, 2025

Agenda Item

MOU between the City and County to designate the County as our primary recipient of EPR's Education and Outreach funds.

Background

Under Colorado's Extended Producer Responsibility 'EPR' law, service providers including local governments, Tribes, for profit and nonprofit recycling collectors, material recovery facilities and transfer stations can be reimbursed for 100% of the net costs of the eligible recycling services they provide to Colorado residents. The program helps expand recycling access, upgrade Colorado's recycling infrastructure and educate the public on how to recycle.

We are requesting that the City designate the County as the primary recipient of Education and Outreach funds. From there, City will work with the County to create a coordinated education and outreach campaign to educate our residents about recycling and waste diversion.

Recommendation

Staff recommends to approve the MOU between the City and County.

Fiscal Impact

There is no fiscal impact for this item.

Motion

A Councilmember should make a motion to "combine and approve the items on the consent agenda", followed by a second and a roll call vote.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 2md day of December, 2025, by and between the CITY OF SALIDA, a Colorado statutory municipal corporation (the "City"), and the Chaffee County, (the "County"), (collectively the "Parties").

RECITALS

WHEREAS, the County is a vital partner to the City of Salida; and

WHEREAS, the City and County wish to enter in an agreement where the County is our primary designee for Request for Reimbursements from Colorado's Extended Producer Responsibility (EPR) Law for Education and Outreach; and

WHEREAS, the Parties wish to enter into this Memorandum of Understanding ("MOU") to memorialize the Parties' collaborative relationship and understanding, and to clarify the duties of each Party, as well as to set forth all terms and conditions between the Parties.

NOW, THEREFORE, the Parties hereby acknowledge mutual understanding of the following arrangement:

1. Purpose and Scope. The purpose of this MOU is to establish a general framework for cooperation among the parties, and to more formally identify the roles and responsibilities of each party. The parties propose to work together to achieve a common goal of using funds distributed out by Colorado's EPR law to provide education and outreach to City of Salida residents about free recycling services that will be implemented in the coming years.

2. Term. This MOU shall remain in effect through December 2nd, 2026, subject to annual appropriations by the Salida City Council, or until this MOU is cancelled by mutual written agreement of the Parties.

3. Specific Intentions and Responsibilities. The Parties have agreed to the following intentions and responsibilities under this MOU as follows:

A. The **City** agrees to:
   i. Apply for the request for reimbursement through the Circular Action Alliance and allocate the County as the primary on the account

B. **The County** agrees to:
   i. Create a coordinated education and outreach campaign with input and engagement from City staff around recycling and waste diversion

4. Feedback. The Parties will evaluate the effectiveness of this arrangement and relationship annually, will provide each other with any pertinent details regarding the programming and feedback taken or received. The Parties will have a meeting at least annually

to discuss the relationship, success, strengths and weaknesses of the relationship, and what role each Party will take in subsequent years, if applicable.

5. No Third-Party Beneficiaries. None of the provisions in this MOU shall give or allow any claim, benefit, or right of action by any person or entity other than the Parties.

6. No Personal Liability of Elected Officials and Officers. No individual who is either a director, councilperson, and/or officer of the City shall be subject to personal liability to any person or entity in connection with the performance or non-performance based upon any of the understandings of the Parties hereunder.

7. Counterpart Execution. This MOU may be executed in one or more counterparts, each of which shall constitute and original, but all of which, when taken together shall constitute a single MOU. For purposes of recording, if executed in counterpart the only duplicate pages submitted for recording shall be the page upon which the signatures appear.

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of the day and year written above, and acknowledge and accept the terms and conditions herein.

CITY OF SALIDA	**[Chaffee County]**
By: _____	By: _____
City Administrator Christy Doon	Name: Beth Helmke
	Title: Interim County Administrator

Form approved by City Attorney (2025)

CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Public Works	David Lady - Public Works Director	December 2, 2025

ITEM

Council Action – Approve Final Settlement for the 2025 Asphalt Maintenance Project

Consent Agenda

BACKGROUND

The 2025 Asphalt Maintenance Project included the milling and overlaying of asphalt, curb and gutter repairs, and ADA ramp improvements. Asphalt maintenance is necessary to reduce life cycle costs and maintain a higher level of service. The concrete repairs were warranted due to their existing condition.

Public Notice of Final Settlement was advertised on November 21st and November 25th, 2025.

Pavement Maintenance Services, Inc. provided acceptable quality of work and coordination with the city throughout the project

FISCAL NOTE

City Council awarded a Construction Contract to Pavement Maintenance Services, Inc. September 2nd, 2025. During rehabilitation of the roadway, some additional point repairs were necessary to properly complete the work increasing the project budget from $557,996.00 to $651,402.80. The retainage final payment in the amount of $65,140.28 has been withheld pending approval of final settlement by the City Council.

STAFF RECOMMENDATION

To approve a change order for final as-built quantities and approve of final settlement to Pavement Maintenance Services, Inc. in the amount of $64,271.12 for the 2025 Asphalt Maintenance Project.

SUGGESTED MOTION

A Council person should make a motion to “combine and approve the items on the consent agenda.”

CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	December 2, 2025

AGENDA ITEM

Consent Agenda – Award South Ark Neighborhood Owner's Representative

BACKGROUND

In 2023, The City of Salida completed planning for the South Ark Neighborhood and subsequently approved Ordinance 2023-16 which provided for substantial modification to the Vandaveer Ranch Planned Development. Since then, the City has been successful in receiving multiple grants and local funding commitments to provide support for design of all three phases and construction of Phase 1 infrastructure. As that work is commencing, the City must begin planning for subsequent phases, including identification of the required funding to complete infrastructure.

The 2026 budget calls for, at minimum, securing $1m in lot sales to put towards additional needed infrastructure. Given the size and importance of the project, staff initiated a Request for Qualifications (RFQ) process to identify an owner's representative, who could assist the City in identifying developers who can help us meet the requirements of the PD and financially move the project forward.

The project was advertised and proposals were received on October 30, 2025. Firms/Consultants were asked to submit proposals that addressed the following:

1. Statement of Interest – Provide a statement of proposer's qualifications, experiences and reasons for interest in this opportunity.
2. Project Understanding – Describe your approach to achieving to City's goals.
3. Relevant Project Experience – Provide examples of similar planned development or multi-phase residential projects you have worked on in the last 5 years.
4. Project Team – Identify key personnel, roles and responsibilities.
5. Proposed Fee Structure – Include anticipated monthly retainer and performance fee.
6. References

The City received 10 proposals. Interviews were held with the three top scoring firms on November 19th. The interview panel was made up of Aimee Tihonovich, Bill Almquist, Christy Doon, David Lady and Councilmember Rovinsky. Firms were asked to prepare a presentation, answering the following questions:

1. What do you see as the primary constraints of this project?
2. What solutions have you identified that the City may not be considering?
3. Give examples of other projects you have worked on that had similar constraints and how you addressed them.
4. How will you approach the valuation for market rate parcels in order to counter affordable requirements and overall cashflow?
5. Describe how you would approach communications with our elected officials and broader community, ensuring transparency.
6. Please indicate what costs are included in your proposed retainer and what costs the City may be required to budget for outside of that amount. Does the retainer fluctuate through the life of this project?

RECOMMENDATION

The interview committee is recommending the City contract with CiviStruct Strategy + Development to provide owner's representation services for the South Ark Neighborhood Project.

FISCAL IMPACT

The 2026 South Ark Neighborhood Project budget includes $75,000 for owner's representative services. Proposal fee structures varied based on anticipated workflow and optional services.

Civistruct's proposed fees include:

- Monthly retainer: $4,000–$6,000 (equivalent to $48,000–$72,000 annually, depending on project activity and required effort)
- Performance fee: 1.5%–2% of gross lot sales
- Optional services: Additional fees may apply for marketing, branding, and appraisal services, if those services are requested.

Civistruct's fee structure is on the lower end of the proposals received. Staff will work to manage the contract within the approved $75,000 budget. If, at a later date, additional expenditures beyond this amount are justified, staff will return to Council to request approval for the required budget adjustment.

MOTION

A City Councilmember should state, "I move to combine and approve items on the consent agenda", followed by a second and a roll call vote.

CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	December 2, 2025

AGENDA ITEM

Consent Agenda – Approval of Professional Services Agreement with Orion Integration Services for Information Technology Support and Maintenance

BACKGROUND

The City has been in a professional services agreement with Orion Integration Services since 2013 for IT support and maintenance services. The most recent updated PSA was in 2019, at which time Orion increased their monthly fee to $7000 and has since been increased to $7,962 monthly in 2025. The new agreement increases the total monthly charges to $9,555, which includes a service rate, remote management and monitoring rate and an AV/Security License.

The services the City has received from Orion have exceeded the terms of the agreement, particularly in the last 12 – 24 months. With the increases in the number of staff and the increased complexity of City systems, including the relocation of the Fire Department to a new facility, Orion has been subsidizing the City's IT needs.

Orion is managing 80 network devices (1 network controller, 13 perimeter firewalls, 31 switches, 35 WiFi Access Points) and 149 systems (2 VMWare hosts, 1 virtual service appliance, 12 window servers, 13 network attached storage devices, 1 network monitoring server, 120 workstations). On average, Orion's management and oversite of City firewalls blocks 162,000 packets per minute from entering the City's server. These include 78,000 per minute at the Touber Building and 7,000 per minute at 12 other locations. Rules to block these packages include the geographic location of origin, suspicious destination ports, too many packets from the same source per second and content filtering. The City has not been a victim of a cyber attack in over 10 years.

Below is a table of ticket activities over the last 23 months

City of Salida

Ticket Summaries, Quarterly

(as of 11/30/2025)

	Tickets	Hours Logged
1st Qtr 2024	164	183.88
2nd Qtr 2024	218	237.23
3rd Qtr 2024	161	195.18
4th Qtr 2024	146	119.72
1st Qtr 2025	208	279.24
2nd Qtr 2025	215	212.84
3rd Qtr 2025	272	305.66
4th Qtr 2025 (partial)	128	206.16
Total	**1512**	**1739.91**

When comparing the **number of tickets** from 2024 to 2025 it already shows a 19% increase not including December. **We're forecasting about a 21% year-over-year increase by the end of the year.**

When comparing the **number of logged hours** from 2024 to 2025 it already shows a 27% increase not including December. **We're forecasting about a 32% year-over-year increase by the end of the year.**

In 2024, had the City been paying an hourly rate of $125, the cost to the City would have been $200,000, versus the $84,000 that was paid. In 2025, at a current industry rate of $175/hour, the City would have spent over $300,000.

City staff looked at the possibility of bringing IT services in house, however, the cost to do so was a barrier. Standards for IT support services call for 1 IT employee for every 20 employees. That would require the City to hire 6 FTE to ensure the level of service needed and currently being provided by Orion.

Three missing components in the Orion services agreement that the City continues to backfill are low-voltage wiring, software training and phone services. The City has leveraged current staff to provide these services over the last couple of years and will continue to do so.

RECOMMENDATION

Staff recommend approval of the Professional Services Agreement with Orion Integration Services for technology support and maintenance services.

FISCAL IMPACT

Orion's monthly billing encompasses a broad range of services that support nearly every department within the County, and the associated costs are allocated accordingly. The total annual cost under the agreement is $114,660, which has been incorporated into the 2026 budget.

MOTION

A City Councilmember should state, "I move to combine and approve items on the consent agenda", followed by a second and a roll call vote.

City of Salida
Professional Service Agreement For Information Technology Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated as of November 21, 2025, is entered into by and between Orion Integration Services, a corporation whose business address is 12993 Paradise Way, Salida CO, ("**Contractor**") and the City of Salida, Colorado, a statutory municipality of the State of Colorado ("**City**" and, together with the Contractor, "**Parties**").

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to have performed certain professional services as described in this Agreement;

WHEREAS, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement and within the deadlines provided by the Agreement; and

WHEREAS, the City desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. SERVICES AND CONTRACTOR PERFORMANCE

1.1. Services and Work Product. As directed by and under the supervision of the City Administrator for the City of Salida, the Contractor shall provide the City with the services described in **Exhibit A, attached hereto and incorporated herein** ("**Services**"). For purposes of this Agreement, "**Work Product**" shall consist of deliverables and/or product to be created, provided, or otherwise tendered to the City as described in the Services.

1.2. Changes to Services. At any time, the City may request a change or changes in the Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the City.

1.3. Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions.

1.4. Standard of Performance. In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to the City that the Contractor is, and

its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

1.5. Patent Indemnification. Contractor shall indemnify, defend and hold City harmless from any and all claims, demands, and causes of action (including reasonable attorneys' fees and costs of suit) for actual or asserted infringement or actual or asserted appropriation or use by City of trade secrets, proprietary information, know-how, copyright rights, or patented inventions included in any design or specification furnished by Contractor or arising from the use or sale of materials, equipment, methods, processes, designs, and information, furnished by Contractor in connection with the Services. Contractor shall include the foregoing indemnification provision as a term of each agreement utilized by it in the performance of its work which shall extend expressly from the vendor or subcontractor to City.

1.6. Safety. When and to the extent that Contractor or any of its employees, agents, or subcontractors are working under the terms of this Agreement, Contractor will comply, and cause all its employees, agents, and subcontractors to comply, with applicable safety rules and security requirements.

1.7. Qualified Personnel. Contractor will make available all qualified Contractors, drafters, technical and clerical personnel necessary to fulfill its obligations under this Agreement. Prior to commencement of work, Contractor will provide City with the names of all Contractor personnel and their then current hourly rates, if applicable, whose services are to be employed in performance of the Services. Removal or re-assignment of personnel by Contractor will only be done with prior written approval of City.

1.8. Removal of Personnel by City. City may, in its discretion, require Contractor to dismiss from performance of the Services any personnel of Contractor or any subcontractor for any reason, effective upon written notice from City of such dismissal. City will not be required to pay salary, or any other costs associated with dismissed personnel effective upon Contractor's receipt of notice to dismiss from City.

1.9. Representations and Warranties. Contractor represents and warrants that the Services will be performed in a manner consistent with other reasonable professionals providing similar services under similar circumstances. Contractor will complete the Services in accordance with the Agreement and applicable United States laws, regulations, ordinances, and codes in existence at the time the Agreement is executed.

1.10. Maintenance of and Access to Records. Contractor will maintain detailed records of all matters relating to the Services during the term of the Agreement and for a period after its cancellation or termination of not less than five (5) years. City will have the right to copy and audit during regular business hours all records of any kind which in any way related to the Services, whether created before, during, or after the termination of this Agreement. Access to such records will be provided to City at no cost.

1.11. Colorado Open Records Act. The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. In the event of the filing of a lawsuit to compel such disclosure, the City shall inform the Contractor and will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same

1.12. Disclosure of Adverse Information. Contractor will promptly disclose to City any and all information which Contractor may learn, or which may have a material adverse impact on the Services or the Work Product or City's ability to utilize the Work Product in the manner and for the purpose for which the Work Product is intended.

2. COMPENSATION

2.1. Commencement of and Compensation for Services. Following execution of this Agreement by the City, the Contractor shall be authorized to commence performance of the Services as described in **Exhibit A** subject to the requirements and limitations on compensation as provided by this **Section 2.0 COMPENSATION** and its Sub-Sections.

A. **For Lump sum Task Orders.** The CONTRACTOR shall perform Services as a Task Order described in **Exhibit B** and shall invoice the CITY for work performed based on percent complete the specific task.

B. **For Time and Materials Task Orders**. The CONTRACTOR shall perform the Services and shall invoice the CITY for work performed based on the rates described in **Exhibit C**.

C. **Reimbursable Expenses**. The following shall be considered "Reimbursable Expenses" for purposes of this Agreement and may be billed to the City without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- Vehicle Mileage (billed at not more than the prevailing per-mile charge permitted by the Internal Revenue Service as a deductible business expense)
- Printing and Photocopying Related to the Services
- Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents)
- Postage and Delivery Services
- Lodging and Meals (*only* with prior written approval of the City as to dates and maximum amount permitted)

D. **Non-reimbursable Costs, Charges, Fees, or Other Expenses**. Any fee, cost, charge, penalty, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

E. **Increases in Compensation or Reimbursable Expenses**. Any increases or modification of compensation or Reimbursable Expenses shall be subject to the approval of the City and shall be made only by written amendment of this Agreement executed by both Parties.

2.2. Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the City. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate

measure(s) of work effort) and all authorized Reimbursable Expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the City shall promptly review the Contractor's invoice.

2.3. **City Dispute of Invoice or Invoiced Item(s)**. The City may dispute any Contractor time, Reimbursable Expense, and/or compensation requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the City, the City shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage prepaid, addressed to the Contractor.

3. CONTRACTOR'S GENERAL RESPONSIBILITIES

3.1. The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the City such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

3.2. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

3.3. The Contractor shall provide all the Services in a timely and professional manner.

3.4. The Contractor shall promptly comply with any written City request from the City or any of the City's duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.

3.5. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and resolutions.

3.6. The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

4. TERM AND TERMINATION

4.1. **Section 4.1 Term and Renewal.** The provision of services under this Agreement shall commence on _____ (the "Effective Date") and shall extend until December 31, 2026, and continue thereafter on a month-to-month basis, or until the Agreement is terminated pursuant to this Agreement;

provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the City Council, at its sole discretion..

4.2. **Continuing Services Required**. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City.

4.3. **City Unilateral Termination**. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

B. All finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the City and shall become the property of the City, subject to the ownership restrictions in **Section 6.0** of this Agreement; and

C. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and Reimbursable Expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by **Sub-Section 4.3(A)** above. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City.

4.4. **Termination for Non-Performance**. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purposes of this **Sub-Section 4.4**, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized Reimbursable Expenses. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this **Sub-Section 4.4**, nothing in this **Sub-Section 4.4** shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

4.5. **Unilateral Suspension of Services**. The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension

except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement or (3) as required by law.

4.6. **Reinstatement of Services Following City's Unilateral Suspension**. The City may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the City is made within thirty (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the City that such suspension is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

4.7. **Delivery of Notice of Termination**. Any notice of termination permitted by this **Section 4.0 TERM AND TERMINATION** and its subsections shall be addressed to the persons identified in **Section 9.17** herein and at the addresses provided therein or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

5. INSURANCE

5.1. **Insurance Generally**. The Contractor shall obtain and shall continuously maintain during the Term of this Agreement insurance of the kind and in the minimum amounts specified in this **Sub-Section 5.1**. The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

The Contractor shall secure and maintain the following ("**Required Insurance**"):

A. Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance, if any, shall be endorsed to include the City as a Certificate Holder.

B. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000.00) Dollars for each occurrence and of Two Million Dollars ($2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as

Certificate Holder and name the City, and its elected officials, officers, employees, and agents as additional insured parties.

C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than of One Hundred Thousand Dollars ($100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars ($50,000.00) each accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees, and agents as additional insured parties.

D. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars ($1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

5.2. **Additional Requirements for All Policies**. In addition to specific requirements imposed on insurance by this **Section 5.0 INSURANCE** and its subsections, insurance shall conform to all of the following:

A. For Required Insurance and any other insurance carried by Contractor ("**Contractor Insurance**"), all policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.

B. For both Required Insurance and Contractor Insurance, the Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.3. **Failure to Obtain or Maintain Insurance**. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this **Section 5.0 INSURANCE** and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection

therewith, and all monies so paid by the City shall be repaid by Contractor to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

5.4. **Insurance Certificates**. Prior to commencement of the Services, the Contractor shall submit to the City applicable certificates of insurance for all Required Insurance. Insurance limits, terms of insurance, insured parties, and other information sufficient to demonstrate conformance with this **Section 5.0 INSURANCE** and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the "Project Name" as identified on the first page of this Agreement. The City may request, and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

6. OWNERSHIP OF DOCUMENTS

6.1. **Work Product is Property of City**. Upon complete payment for services rendered, the Work Product, as defined in **Sub-Section 1.1**, shall be deemed work made for hire and made in the course of Services performed under this Agreement and will be the exclusive property of the City. City will have unlimited right to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. Any reuse of the Work Product produced under this Agreement for any purpose not directly related to this Agreement will be at the sole risk of City.

6.2. **Obligations of Contractor's Personnel and Subcontractors**. Contractor warrants it has enforceable written agreements with all of its personnel and subcontractors to be involved in performing the Services that:

A. assign to Contractor ownership of all patents, copyrights, and other proprietary rights created in the course of their employment or engagement; and

B. obligate such personnel or subcontractors, as the case may be, upon terms and conditions no less restrictive than are contained in this **Section 6.0 OWNERSHIP OF DOCUMENTS**, not to use or disclose any proprietary rights or information learned or acquired during the course of such employment or engagement including, without limitation, any Work Product, all Contractor property and any other information pursuant to this **Section 6.0 OWNERSHIP OF DOCUMENTS**.

6.3. **Assignment of Proprietary Rights**. To the extent that any title to any Work Product may not, by operation of law, vest in City, or such Work Product may not be considered to be work made for hire, Contractor hereby irrevocably transfers and assigns to City in perpetuity all worldwide right, title and interest in and to the patent rights, copyrights, trade secrets, and other proprietary rights in and ownership of, the Work Product.

6.4. **City Furnished Information**. Title to all materials and all documentation furnished by the City to Contractor will remain in the City. Contractor will deliver to the City any all Work Products and property, including copies thereof on whatever media rendered, upon the first to occur of:

A. the City's written request; or

B. completion of the Services under this Agreement; or

C. termination of this Agreement.

6.5. The Contractor waives any right to prevent its name from being used in connection with the Services.

6.6. Notwithstanding the foregoing, the Contractor shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by the Contractor prior to or independently of any of its services under this Agreement ("Background IP"), including such Background IP that the Contractor may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. The Contractor grants the City an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property of the City. The Contractor shall secure all licenses necessary to any third-party content incorporated into the Contractor's Work Product for the City to utilize the Contractor's services and the Work Product for their intended purposes.

7. CONFLICT OF INTEREST

The Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. §24-18-109, as amended, the Salida City Code of Ethics, as amended or the City's ethical principles.

8. REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities, or inactions by the Contractor. The remedial actions include:

8.1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

8.2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

8.3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or

8.4. Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

9. MISCELLANEOUS PROVISIONS

9.1. No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council of the City of Salida, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

9.2. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

9.3. Affirmative Action. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9.4. Americans with Disabilities Act. Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act.

9.5. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this **Section 9.5** shall not authorize assignment.

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

9.7. Article X, Section 20/TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations

of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable laws. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9.8. Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Chaffee County, Colorado, and the parties consent and agree to the jurisdiction of such courts. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree the rule providing ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

9.9. Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

9.10. Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the City. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the City. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

9.11. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

9.12. Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the City and the Contractor.

9.13. Severability. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

9.14. Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

9.15. Non-Liability of City for Indirect or Consequential Damages or Lost Profits. Parties agree that the City shall not be liable for indirect or consequential damages, including lost profits that result from the City's declaration that the Contractor is in default of the Agreement, so long as the City acts in good faith.

9.16. Indemnity. To the fullest extent permitted by law, Contractor shall indemnify and defend the City, its members, affiliates, officers, directors, partners, employees, and agents (collectively referred to as the "City" for the purposes of this **Section 9.16**) from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees (collectively referred to "Losses"), arising out of the performance of the Services, provided that (a) any such claim, damage, loss or expense is caused by any negligent act or omission of (i) Contractor, (ii) anyone directly or indirectly employed by Contractor or (iii) anyone for whose acts Contractor may be liable; and (b) such indemnification shall not apply to the extent that such Losses are caused by the negligence of the City or other party indemnified hereunder. If Contractor is providing architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction, the extent of Contractor's obligation to indemnify and defend the City is enforceable only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers. If the Contractor is a person or entity providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify and defend the City may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and City. The indemnification in this **Section 9.16** shall be construed to comply with C.R.S. § 13-50.5-102(8) et. seq.

9.17. Notices. Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail and properly addressed to the intended recipient. Written notice may also be provided by electronic mail which shall be deemed delivered when receipt is acknowledged by reply of the recipient.

If to the City:

City of Salida
Christy Doon, City Administrator
448 E. First Street, Suite 112
Salida, CO 81201
christy.doon@cityofsalida.com

With Copy to:
City Attorney
Nina P. Williams
Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027

If to the Contractor:

Orion Integration Services
Patrick Jackson, President
P.O. Box 364
Poncha Springs, CO 81242

nina@wwfdlaw.com

10. AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City of Salida and the Contractor and bind their respective entities.

[***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS***]

THIS AGREEMENT is executed and made effective as provided above.

CITY OF SALIDA	CONTRACTOR
By: _____	By: _____
Name: Christy Doon	Name: Patrick Jackson
Title: City Administrator	Title: President

Form approved by City Attorney (2025)

EXHIBIT A

("Services")

Orion will provide technical support and maintenance services to Customer under the terms and conditions listed below, until the end date of the support period.

A review of the Customer's used support hours will occur bi-annually and the contract terms may be amended or changed upon agreement in writing between both parties.

The following services are included* as agreed upon support and maintenance services:

- Remote server and network monitoring, including but not limited to:
  - Log reviews and analysis
  - Real-time service monitoring
  - Hardware monitoring
- Remote server and desktop troubleshooting, including but not limited to:
  - Application and hardware failure/malfunction
  - Internet service disruption
  - Virus, spyware and malware troubleshooting and removal
- Server software updates and patches, including but not limited to:
  - Operating system updates
  - Anti-virus updates
  - Spam filtering updates
  - Critical software patches
- Application software updates and upgrades as required or requested by Customer, such as accounting software, research utilities, Customer-specific software and general office applications.
- Project consulting and management providing industry expertise, research and testing of new technologies, software and services and best practice recommendations, design and configuration of resources

*Extensive troubleshooting/repair, upgrades and additional projects estimated to be greater than the contract amount may incur additional costs and will be agreed upon by both parties prior to commencement. Travel expenses are not included and will be invoiced separately.

Customer agrees to submit all requests for consulting or technical support through Orion's ticketing system. Support requests will typically be acknowledged and responded to withing four (4 hours but can take up to one business day. Delivery of the requested service support in all cases is provided on a "best effort basis" and is subject to the availability of technical resources.

EXHIBIT B

("Task Order")

To be deleted

EXHIBIT C

("Rates")

Customer will pay Orion Integration Services a Monthly Service rate of $8050.

Customer will pay Orion Integration Services a Monthly Remote Management and Monitoring rate of $805.

Customer will pay Orion Integration Services a Monthly AV/Security License of $700.

Total Monthly charges are $9,555

City Council Action Form

Department	Presented By	Date
Administration	Kristi Keller - City Clerk	December 2, 2025

Agenda Item

New Tavern Liquor License request for The Office Bar, LLC, at 146 West First Street.

Background

A new Colorado Tavern Liquor License application was filed with the City Clerk on October 7, 2025. The Notice of Public Hearing was published on October 17, 2025 in the Mountain Mail and the premises was posted on November 19, 2025.

All proper fees have been remitted to the City and State of Colorado.

A Tavern license differs from a Hotel and Restaurant license as the establishment shall have sandwiches and light snacks available for consumption on the premises during business hours, but need not have meals available for consumption, like a Hotel and Restaurant license.

The required Police and Fire Department inspections will be scheduled if the Authority approves the Tavern liquor license.

All proper fees have been remitted to the City and State of Colorado. Individual history records and the Colorado Bureau of Investigation background checks have been reviewed by staff with no issues.

Recommendation

Staff recommends that the Liquor Licensing Authority approve a new Tavern Liquor License request for The Office Bar, LLC, at 146 West First Street.

Fiscal Impact

There is no fiscal impact

Motion

Following a public hearing on the matter, a Liquor Authority Member should state “I move to _____ a new Tavern Liquor License request for The Office Bar”, followed by a second and a roll call vote.

CERTIFICATE OF PUBLICATION

STATE OF COLORADO } SS

County of Chaffee

PROOF OF PUBLICATION

I, JAMES O'ROURKE Being first duly sworn according to law, on oath depose and say, that I am, and at all the times herein mentioned, was the publisher of the Mountain Mail and that said Mountain Mail is a weekly newspaper of general circulation, in said County and State, printed and published in the County of Chaffee and State of Colorado, and that copies of each number thereof are, and at all the times herein mentioned were, regularly distributed and delivered, by carrier or mail, to each of the subscribers said newspaper, in accordance with the customary method of business in newspaper offices.

That the annexed
PUBLIC NOTICE
FROM
CITY OF SALIDA
In the matter of
THE OFFICE BAR LLC LIQUOR LICENSE

This a true copy of the original, and the same was regularly published in the newspaper proper and not in a supplement, for the full period of 1 INSERTIONS of said newspaper, and that the first publication was in the issue dated OCTOBER 17TH, 2025 and that the last publication of the same was in the issue dated OCTOBER 17TH, 2025 and the said Herald Democrat has been established, printed and published for the full period of fifty-two consecutive weeks, and continuously and uninterruptedly prior to the said date of the first publication of the notice aforesaid, in the County of Chaffee and State of Colorado, and is a newspaper duly qualified for the publishing of said notice within the meaning of an Act of the General Assembly of the State of Colorado, approved May 30th, 1923, and entitled "An act to Amend an Act Entitled 'An Act Concerning Legal Notices, Advertisements and Publications and the Fees of Printers and Publishers thereof, and to Repeal all Acts and Parts of Acts in Conflict with the Provisions of this Act'," and within the meaning of an Act amendatory thereof, approved May 18th, 1931 and entitled "An Act to Amend Section 4, of Chapter 139, Session Laws 'of Colorado, 1923, relating to Legal Notices and Advertisements," and within the meaning of any and all other Acts amendatory thereof or supplemental thereto. And further affiant saith not.

Pursuant to C.R.S. 24-70-103(5) this notice has also been posted online and available at: https://www.leadvilleherald.com and
posted online and available at Colorado Press Association Network-Colorado Public Notice Database at: https://www.publicnoticecolorado.com.

James O'Rourke

The above certificate of publication was subscribed and sworn to before me by the above named James O'Rourke who is personally known to me to be the identical person described in the above certificate, on the 17th day of October, 2025 A.D.
FEIN # 92-1379977

Tomalee Young

Tomalee Young
NOTARY PUBLIC/STATE OF COLORADO
NOTARY ID #20034020559
My Commission Expires: July 15, 2027

TOMALEE YOUNG
Notary Public
State of Colorado
Notary ID # 20034020559
My Commission Expires 07-15-2027

PUBLIC NOTICE
PUBLIC NOTICE PURSUANT TO THE LIQUOR LAWS OF COLORADO

Pursuant to the Liquor Laws of the State of Colorado, The Office Bar LLC, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Tavern (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 146 W. First Street, Salida, CO 81201. A hearing on the application received October 7, 2025 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, December 2nd. At said time and place, any interested persons may appear to be heard for or against the granting of said license.
LOCAL LICENSING AUTHORITY
Kristi Keller, City Clerk
Published in The Mountain Mail October 17, 2025.

146
NOTICE
PURSUANT TO THE LIQUOR LAWS OF COLORADO
The Office Bar, LLC
146 West First Street
Salida, CO 81201
HAS REQUESTED THE LICENSING OFFICIALS OF City of Salida
TO Approve a new Tavern Liquor License
LICENSE AT: 146 West First Street, Salida CO 81201
HEARING ON APPLICATION TO BE HELD AT:
City Council Chambers
448 E First Street, Ste. 119, Salida, CO 81201
TIME AND DATE: December 2, 2025
DATE OF APPLICATION: October 7 , 20 25
BY ORDER OF: City of Salida
OFFICERS: Ann Calsbeek, Sarah Smith and Brooke Downer
ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED
No Smoking

DR 8404 (03/26/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Colorado Liquor Retail License Application

*** Note that the Division will not accept cash** [X] **Paid by Check** [ ] **Paid Online**

Date Uploaded to MoveIt October 13, 2025

[X] **New License** [ ] **New-Concurrent** [ ] **Transfer of Ownership** [ ] **State Property Only** [ ] **Master file**

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** *SBG.Colorado.gov/Liquor*

Applicant is applying as a/an [ ] Individual [X] Limited Liability Company [ ] Association or Other [ ] Corporation [ ] Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
The OFFICE Bar LLC

FEIN Number
[redacted]

State Sales Tax Number

Trade Name of Establishment (DBA)

Business Telephone
479.502.6583

Address of Premises (specify exact location of premises, include suite/unit numbers)
146 W First St

City	County	State	ZIP Code
Salida	Chaffee	CO	81201

Mailing Address (Number and Street)	City or Town	State	ZIP Code
146 W First St	Salida	CO	81201

Email Address
theofficebarsalida@gmail.com

If the premises currently has a liquor or beer license, you **must** answer the following questions.

Present Trade Name of Establishment (DBA)
Elevation Beer Company LLC - The Office Bar

Present State License Number	Present Class of License	Present Expiration Date
03-20098	Brew Pub (City)	January 24, 2026

Section A Nonrefundable application fees*

- ☐ Application Fee for New License $1,100.00
- ☐ Application Fee for New License with Concurrent Review $1,200.00
- ☐ Application Fee for Transfer $1,100.00

Section B Liquor License Fees*

- ☐ Add Optional Premises to H & R ..... $100.00 X ☐ Total ☐
- ☐ Add Sidewalk Service Area $75.00
- ☐ Arts License (City) $308.75
- ☐ Arts License (County) $308.75
- ☐ Beer and Wine License (City) $351.25
- ☐ Beer and Wine License (County) $436.25
- ☐ Brew Pub License (City) $750.00
- ☐ Brew Pub License (County) $750.00
- ☐ Campus Liquor Complex (City) $500.00
- ☐ Campus Liquor Complex (County) $500.00
- ☐ Campus Liquor Complex (State) $500.00
- ☐ Club License (City) $308.75
- ☐ Club License (County) $308.75
- ☐ Distillery Pub License (City) $750.00
- ☐ Distillery Pub License (County) $750.00
- ☐ Hotel and Restaurant License (City) $500.00
- ☐ Hotel and Restaurant License (County) $500.00
- ☐ Hotel and Restaurant License with one optional premises (City) $600.00
- ☐ Hotel and Restaurant License with one optional premises (County) $600.00

Section B Liquor License Fees* (Continued)

- ☐ Liquor–Licensed Drugstore (City) $227.50
- ☐ Liquor–Licensed Drugstore (County) $312.50
- ☐ Lodging & Entertainment - L&E (City) $500.00
- ☐ Lodging & Entertainment - L&E (County) $500.00
- ☐ Manager Registration - H & R $30.00
- ☐ Manager Registration - Tavern $30.00
- ☐ Manager Registration - Lodging & Entertainment $30.00
- ☐ Manager Registration - Campus Liquor Complex $30.00
- ☐ Optional Premises License (City) $500.00
- ☐ Optional Premises License (County) $500.00
- ☐ Racetrack License (City) $500.00
- ☐ Racetrack License (County) $500.00
- ☐ Resort Complex License (City) $500.00
- ☐ Resort Complex License (County) $500.00
- ☐ Related Facility - Campus Liquor Complex (City) $160.00
- ☐ Related Facility - Campus Liquor Complex (County) $160.00
- ☐ Related Facility - Campus Liquor Complex (State) $160.00
- ☐ Retail Gaming Tavern License (City) $500.00
- ☐ Retail Gaming Tavern License (County) $500.00
- ☐ Retail Liquor Store License - Additional (City) $227.50
- ☐ Retail Liquor Store License - Additional (County) $312.50
- ☐ Retail Liquor Store (City) $227.50

Section B Liquor License Fees* (Continued)

- [ ] Retail Liquor Store (County) $312.50
- [x] Tavern License (City) $500.00
- [ ] Tavern License (County) $500.00
- [ ] Vintners Restaurant License (City) $750.00
- [ ] Vintners Restaurant License (County) $750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date
License Issued Through (Expiration Date)	Total
	$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.
Questions? Visit: *SBG.Colorado.gov/Liquor* **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- [x] Applicant/Licensee identified
- [x] State sales tax license number listed or applied for at time of application
- [x] License type or other transaction identified
- [ ] Return originals to local authority (additional items may be required by the local licensing authority)
- [x] All sections of the application need to be completed
- [ ] Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- [x] No larger than 8½" X 11"
- [x] Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- [x] Separate diagram for each floor (if multiple levels)
- [ ] Return originals to local authority (additional items may be required by the local licensing authority)
- [ ] Kitchen - identified if Hotel and Restaurant
- [x] Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- [ ] Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- [x] Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- [ ] Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- [ ] Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

- [x] Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- [x] Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State

  Do not complete fingerprint cards prior to submitting your application.
  The Vendors are as follows:
  IdentoGO
  Appointment Scheduling Website: *https://uenroll.identogo.com/workflows/25YQHT*
  Phone: 844-539-5539 (toll-free)
  IdentoGO FAQs: *https://www.colorado.gov/pacific/cbi/identification-faqs*
  State Liquor Code for IdentoGO: 25YQHT
  Colorado Fingerprinting
  Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*
  Phone: 720-292-2722 833-224-2227 (toll free)
  State Liquor Code for Colorado Fingerprinting: C030LIQI
- [x] Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- [x] List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- [ ] Form DR 4679 Lawful Presence Affidavit
- [ ] Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- [ ] Certificate of Incorporation
- [ ] Certificate of Good Standing
- [ ] Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- [x] Partnership Agreement (general or limited). – see operating agreement
- [ ] Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- [x] Copy of articles of organization
- [x] Certificate of Good Standing
- [x] Copy of Operating Agreement (if applicable)
- [ ] Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- [ ] $30.00 fee
- [x] If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... ○ Yes ☒ No

2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

   a. Been denied an alcohol beverage license?..... ○ Yes ☒ No

   b. Had an alcohol beverage license suspended or revoked?..... ○ Yes ☒ No

   c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ○ Yes ☒ No

   If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?..... ○ Yes ☒ No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... ○ Yes ☒ No

or

Waiver by local ordinance? ○ Yes ○ No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ○ Yes ☒ No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ○ Yes ⊗ No

For additional Retail Liquor Store only.

a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... ○ Yes ○ No

b. Are you a Colorado resident?..... ○ Yes ○ No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee..... ○ Yes ⊗ No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?..... ⊗ Yes ○ No

○ Ownership ⊗ Lease ○ Other (Explain in detail) [ ]

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
Gregory Walter	The Office Bar LLC	05/31/28

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... ○ Yes ⊗ No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	
Calsbeek	John	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**
[redacted]		4 %
Last Name	**First Name**	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**
Last Name	**First Name**	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?..... ○ Yes ⊗ No

Number of additional Optional Premise areas requested. (See license fee chart) [ ]

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's L L D S premise?..... ○ Yes ⊗ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... ○ Yes ☒ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... ○ Yes ☒ No

c. How long has the club been incorporated?.....

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... ○ Yes ☒ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... ○ Yes ☒ No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?..... ○ Yes ☒ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... ○ Yes ☒ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
Calsbeek	Ann

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... ○ Yes ○ No

Name

N/A

Type of License	Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following:

a. Is the related facility located within the boundaries of the Campus Liquor Complex?..... ○ Yes ☒ No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager	First Name of Manager
N/A	

18. Tax Information.

a. 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?..... ○ Yes ☒ No

b. 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.?..... ○ Yes ☒ No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Date of Birth (MM/DD/YY)
Sarah A Smith	[redacted]

Street Address
[redacted]

City	State	ZIP Code	Position	%Owned
Salida	CO	81201	Owner / member	33.33%

Name	Date of Birth (MM/DD/YY)
Brooke Downer	[redacted]

Street Address
[redacted]

City	State	ZIP Code	Position	%Owned
Salida	CO	81201	Owner / member	33.33%

Name	Date of Birth (MM/DD/YY)
ANN CALSBEEK	[redacted]

Street Address
[redacted]

City	State	ZIP Code	Position	%Owned
SALIPA	CO	81201	OWNER / member	33.33

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	%Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	%Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☑ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name	Title
Sarah A Smith	Owner / Member

Authorized Signature	Date (MM/DD/YY)
Sarah Smith	10/01/25

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
October 07, 2025	December 02, 2025

For Transfer Applications Only - Is the license being transferred valid?..... ○ Yes ○ No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☒ Fingerprinted

☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

○ Date of inspection or anticipated date _____

⊗ Will conduct inspection upon approval of state licensing authority

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☑ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name	Title
ANN CALSBEEK	OWNER / member

Authorized Signature	Date (MM/DD/YY)
[signature]	10/02/25

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

For Transfer Applications Only - Is the license being transferred valid?..... ○ Yes ○ No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license
(Check One)

○ Date of inspection or anticipated date

○ Will conduct inspection upon approval of state licensing authority

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name	Title
Brooke Downer	co-owner/member

Authorized Signature	Date (MM/DD/YY)
	10/06/2025

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

For Transfer Applications Only - Is the license being transferred valid?..... ○ Yes ○ No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license
(Check One)

○ Date of inspection or anticipated date

○ Will conduct inspection upon approval of state licensing authority

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Sarah A Smith

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

The Office Bar LLC

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.

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? ..... ○ Yes ⊗ No

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? ..... ○ Yes ⊗ No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? ..... ○ Yes ⊗ No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for

Telephone Number

○ Town, City

○ County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature

Date (MM/DD/YY)

Name (Individual/Business)

Sarah A Smith

Social Security Number/Tax Identification Number

[redacted]

Home Phone Number

[redacted]

Business/Work Phone Number

Street Address

[redacted]

City

Salida

State

CO

ZIP Code

81201

Printed name of person signing on behalf of the Applicant/Licensee

Sarah Smith

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Sarah Smith

Date Signed

10/01/25

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).

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, ANN CALSBEEK

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

THE OFFICE BAR LLC

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)

ANN CALSBEEK

Social Security Number/Tax Identification Number

[redacted]

Home Phone Number

[redacted]

Business/Work Phone Number

N/A

Street Address

[redacted]

City

SALIDA

State

CO

ZIP Code

81201

Printed name of person signing on behalf of the Applicant/Licensee

ANN CALSBEEK

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

10/07/25

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).

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Brooke Downer

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

The Office Bar LLC

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)

Brooke Downer

Social Security Number/Tax Identification Number

[redacted]

Home Phone Number

Business/Work Phone Number

[redacted]

Street Address

[redacted]

City

Salida

State

CO

ZIP Code

81201

Printed name of person signing on behalf of the Applicant/Licensee

Brooke Downer

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

10/07/2025

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).

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

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Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business
The office Bar LLC

Home Phone Number
N/A

Cellular Number
[redacted]

Your Full Name (last, first, middle)
Smith, Sarah Ann

List any other names you have used

Mailing address (if different from residence)

Email Address
[redacted]

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number
[redacted]

Current City, State, ZIP
Salid, CO 81201

From:
07 / 15 / 2024

To:
[redacted]

Previous Street and Number
[redacted]

Previous City, State, ZIP
Salida, CO 81201

From:
[redacted]

To:
[redacted]

* See attached for additional 3 years *

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

see attached for full resume

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

N/A

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ..... ○ Yes ☒ No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... ○ Yes ☒ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... ○ Yes ☒ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ○ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ○ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth [redacted]

Social Security Number [redacted]

Place of Birth [redacted]

U.S. Citizen ☒ Yes ○ No

If [redacted]

When

Name of District Court

Naturalization Certificate Number

Date of Certification

If an Alien, Give Alien's Registration Card Number

Permanent Residence Card Number

Height [redacted] Weight [redacted] Hair Color [redacted] Eye Color [redacted] Gender [redacted]

Do you have a current Driver's License/ID? If so, give number and state. ..... ☒ Yes ○ No

Driver's License Number [redacted]

Driver's License State Colorado

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... [redacted]

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... [redacted]

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment [redacted]
Account Type [redacted]
Bank Name [redacted]
Amount [redacted]

Type: Cash, Services or Equipment
Account Type
Bank Name
Amount

Type: Cash, Services or Equipment
Account Type
Bank Name
Amount

Type: Cash, Services or Equipment
Account Type
Bank Name
Amount

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment [redacted]
Loans
Account Type [redacted]
Bank Name [redacted]
Amount [redacted]

Loans
Account Type
Bank Name
Amount

Type: Cash, Services or Equipment
Loans
Account Type
Bank Name
Amount

13. Loan Information (Attach copies of all notes or loans)

Name of Lender [redacted]
Address
Amount [redacted]

Personal and Financial Information (Continued)

Name of Lender		Address
Term	**Security**	**Amount**
Name of Lender		**Address**
Term	**Security**	**Amount**
Name of Lender		**Address**
Term	**Security**	**Amount**

Oath of Applicant

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

Authorized Signature

Sarah Smith

Print Signature

Sarah A Smith

Title	Date (MM/DD/YY)
Owner / operator / member	10 / 01 / 25

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

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Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business
THE OFFICE BAR LLC

Home Phone Number
N/A

Cellular Number
[redacted]

Your Full Name (last, first, middle)
CALSBEEK, ANN MARY

List any other names you have used

Mailing address (if different from residence)

Email Address
[redacted]

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number
[redacted]

Current City, State, ZIP
SALIDA CO 81201

From:
[redacted]

To:

Previous Street and Number
[redacted]

Previous City, State, ZIP

From:
[redacted]

To:

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary) SEE ATTACHED

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative Relationship to You:

Position Held Name of Licensee

Name of Relative Relationship to You:

Position Held Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ..... ○ Yes ☒ No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... ○ Yes ☒ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... ○ Yes ☒ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ○ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ○ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth [redacted]

Social Security Number [redacted]

Place of Birth [redacted]

U.S. Citizen ☒ Yes ○ No

If Naturalized, state where

When

Name of District Court

Naturalization Certificate Number

Date of Certification

If an Alien, Give Alien's Registration Card Number

Permanent Residence Card Number

Height Weight Hair Color Eye Color Gender [redacted]

Do you have a current Driver's License/ID? If so, give number and state. ..... ☒ Yes ○ No

Driver's License Number [redacted]

Driver's License State CO

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... [redacted]

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... [redacted]

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment [redacted]
Account Type [redacted]
Bank Name [redacted]
Amount [redacted]

Type: Cash, Services or Equipment
Account Type
Bank Name
Amount

Type: Cash, Services or Equipment
Account Type
Bank Name
Amount

Type: Cash, Services or Equipment
Account Type
Bank Name
Amount

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment [redacted]
Loans
Account Type [redacted]
Bank Name [redacted]
Amount [redacted]

Type: Cash, Services or Equipment
Loans
Account Type
Bank Name
Amount

Type: Cash, Services or Equipment
Loans
Account Type
Bank Name
Amount

13. Loan Information (Attach copies of all notes or loans)

Name of Lender [redacted]
Address
Term
Security
Amount [redacted]

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

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

Authorized Signature

Print Signature

ANN CALSBEEK

Title

OWNER

Date (MM/DD/YY)

10/02/25

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business
The Office Bar LLC

Home Phone Number

Cellular Number
[redacted]

Your Full Name (last, first, middle)
Downer, Brooke, Celeste

List any other names you have used

Mailing address (if different from residence)
[redacted]

Email Address
[redacted]

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number
[redacted]

Current City, State, ZIP
Salida CO 81201

From:
[redacted]

To:
[redacted]

Previous Street and Number
[redacted]

Previous City, State, ZIP
[redacted]

From:
[redacted]

To:
[redacted]

* see attached for additional history *

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

* See attached full resume *

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From: To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

N/A

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative	Relationship to You:
Position Held	**Name of Licensee**
Name of Relative	**Relationship to You:**
Position Held	**Name of Licensee**

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ..... ○ Yes ☒ No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... ○ Yes ☒ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... ○ Yes ☒ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ○ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ○ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth [redacted]

Social Security Number [redacted]

Place of Birth [redacted]

U.S. Citizen ☒ Yes ○ No

If Naturalized, state where

When

Name of District Court

Naturalization Certificate Number

Date of Certification

If an Alien, Give Alien's Registration Card Number

Permanent Residence Card Number

Height Weight Hair Color Eye Color Gender [redacted]

Do you have a current Driver's License/ID? If so, give number and state. ..... ☒ Yes ○ No

Driver's License Number [redacted]

Driver's License State Colorado

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... [redacted]

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... [redacted]

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type
[redacted]	
Bank Name	**Amount**
[redacted]	
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**
Type: Cash, Services or Equipment	**Account Type**
Bank Name	**Amount**

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
[redacted]		
Bank Name	**Amount**	
[redacted]		
Type: Cash, Services or Equipment	**Loans**	**Account Type**
Bank Name	**Amount**	
Type: Cash, Services or Equipment	**Loans**	**Account Type**
Bank Name	**Amount**	

13. Loan Information (Attach copies of all notes or loans)

Name of Lender		Address
[redacted]		
Term	**Security**	**Amount**
		[redacted]

Personal and Financial Information (Continued)

Name of Lender		Address
Term	**Security**	**Amount**
Name of Lender		**Address**
Term	**Security**	**Amount**
Name of Lender		**Address**
Term	**Security**	**Amount**

Oath of Applicant

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

Authorized Signature

Print Signature

Brooke Downer

Title	Date (MM/DD/YY)
owner/operator/member	10/06/25

COMMERCIAL LEASE

This Lease is made to be effective the 1 day of October, 2025, between **146 West First Street, LLC,** a Colorado limited liability company, of [redacted], (herein "Lessor"), and **The Office Bar LLC,** a Colorado limited liability company, of 146 W 1st St, Salida, CO 81201, (herein "Lessee"), as follows:

RECITALS

WHEREAS, Lessor is the owner of the developed property located at 146 West First Street, Salida, CO 81201 (herein referred to as the "Premises"); and;

WHEREAS, Lessee desires to lease the Premises for the purposes of operating and maintaining a tap room or bar; and

WHEREAS, the parties desire to enter into this Lease Agreement ("Lease") defining their respective rights, duties, obligations, and liabilities relating to the Premises and its use, and replacing and superseding in its entirety the Original Lease;

NOW THEREFORE, in consideration of the payment of rent and the performance of the covenants and agreements by the parties set forth below, the parties agree as follows:

1. **DESCRIPTION OF PREMISES, PURPOSE AND USE, AND RESERVATION BY LESSOR.** Lessor leases to Lessee for Lessee's exclusive use the Premises located at 146 West First Street, Salida, Colorado. Lessor reserves the area for Lessor's exclusive use shown on Exhibit A. This reserved area may be used by Lessor for placement, use, and maintenance of a camper or tiny house. Prior to any such improvements on the reserved area, Lessor shall fence the reserved area with fencing to be tasteful and consistent with existing improvements on the Premises. Further, Lessee acknowledges the limitations of use of those areas of the Premises described as the sewer line easement and easement serving the building on the adjoining property also shown on Exhibit A. Lessee shall use the demised Premises for the purpose of conducting a tap room bar, and/or restaurant Lessee shall not use the Premises for any other purposes, without the prior written consent of Lessor, which consent may be withheld at the sole discretion of Lessor. Lessee also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or of the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises. Lessee shall neither use nor occupy, nor permit the use or occupancy of the Premises, or any part thereof, for any unlawful, disreputable, or hazardous purpose nor operate its business in a manner constituting a nuisance of any kind

2. **TERMINATION OF ELEVATION LEASE.** This Lease is conditioned upon the Lessor and Elevation Beer Company, LLC entering into an agreement to terminate the Lease dated October 10, 2023 on or before October 1, 2025. In the event that an agreement to terminate The Original Lease is not entered into on or before October 1, 2025, this Lease shall be deemed null and void.

3. **TERM.** The initial term of this Lease shall be a two (2) year and nine (9) month period commencing October 1, 2025, and terminating May 31, 2028. Lessee shall have an option to extend the Lease for an additional term of five (5) years conditioned upon Lessee giving Lessor written notice at least 90 days prior to the end of the initial term of Lessee's intent to extend, conditioned upon Lessee being in good standing under this Lease. Lessee shall not be in good standing if in the previous 12 months, Lessor has served two or more notices of default on Lessee. Further, upon receipt of Lessee's notice, Lessor shall have twenty (20) days to propose amended terms for the renewal including rent adjustments based on market rates. Thereafter, if parties do not agree in writing to the proposed new terms for the renewal, then this Lease shall terminate at the end of the current term.

4. **RENTAL.** Installments of rent shall be payable in advance and without notice at to Lessor at 410 H Street, Salida, CO 81201, or as automatic deposit as directed by Lessor, or at such other place as Lessor from time to time designates in writing. The Base Rent in the first twelve (12) months of the initial term shall be [redacted] per month. The Base Rent for the initial term shall have an annual increase of rent at the minimum rate of [redacted] On the first of each month, Lessee shall also pay monthly installments of Taxes (Section 12B) and Insurance (Section 20F) which initially shall be in the sum of [redacted] subject to adjustment as set forth herein.

5. **LATE PAYMENT CHARGE.** In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of ten percent (10%) of the payment will be paid by the Lessee. As set forth in Section 21A, Lessee shall be in default if Lessee fails to pay monthly rent within five (5) days of its due date.

6. **SECURITY DEPOSIT.** Lessee shall deposit with Lessor, the receipt of which is acknowledged by Lessor, the sum of [redacted] as security for the performance of Lessee's obligations under this Lease, including, without limitation, the surrender of possession of the Premises to Lessor as provided in this Lease. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall, upon demand, deposit with Lessor the amount so applied, so that Lessor shall have the full deposit on hand at all times during the term of this Lease. The deposit will be returned to Lessee within thirty (30) days after the end of the lease term if: (a) all obligations of Lessee have been performed, and (b) the Premises is not damaged and is left in its original condition, normal wear and tear excepted. Retention of said deposit shall not prevent Lessor from recovering additional damages. Lessee may not apply the deposit hereunder to the payment of rent reserved hereunder or the performance of other obligations. The Lessor may apply the deposit to cure any default under the terms of this Lease, including failure to pay rent or other charges, and shall account to the Lessee for the balance.

7. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

A. At no time shall Lessee make any alterations, additions, or improvements in or to the demised Premises without a written proposal of such changes first being approved by the Lessor in writing. Said written proposal shall contain Lessee's promise to pay the full cost of the improvements and shall delineate Lessee's need, the material composition, and the decorative coordination to be used. Lessee shall provide Lessor the

names and addresses of all persons performing labor or furnishing skill, materials, machinery, or fixtures in the alteration, addition, or improvement of the Premises, as soon as those persons are known. Lessee shall give notice to the aforementioned persons that Lessor's interest shall not be subject to any liens arising from any improvements, repairs, or alterations provided at the request of Lessee. Lessee shall not permit any contractor or subcontractor whose employees are not adequately covered by Workers' Compensation insurance to perform any work on or within the Premises and shall hold harmless and indemnify Lessor with respect to any and all claims of any and all persons who perform work or other services for or for the benefit of Lessee or Lessee's contractors or subcontractors.

B. Should any mechanic's lien be filed against the Premises as the result of any remodeling or alterations done by the Lessee at any time following Lessee's taking of possession, Lessee shall, within ten (10) days after demand by Lessor, cause said lien to be released.

C. Any approved alterations thereafter shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building or any part thereof.

D. All work permitted hereunder shall be carried out and performed in accordance with requirements of applicable federal, state, and local statutes, laws, ordinance, codes, and regulations.

E. Subject to the requirements and restrictions set forth in the foregoing paragraphs A. through E. of this Section 7, Lessor shall not unreasonably withhold its approval of alterations, additions, or improvements to the demised Premises which might from time to time be requested by Lessee.

F. Upon the approval of any alterations, and upon the request of Lessee, Lessor and Lessee must also agree in writing as to whether any such alteration or improvement shall be deemed a fixture which shall remain with the Premises upon termination or shall be deemed to be the personal property of Lessee which will be removed upon termination. The parties shall also set forth in writing the conditions or restoration needed for removal of any such improvement. In the absence of any such written agreement, all improvements and fixtures shall constitute the sole property of the Lessor as set forth in Section 8 herein.

G. At Lessee's cost, Lessee shall be permitted to make certain initial improvements which shall include the improvements described on Exhibit B, if any.

8. **FIXTURES**. Any alterations made in the building located on the Premises (the "Building") by Lessee and any equipment or fixtures built into the Premises by Lessee shall upon the termination of this Lease become the sole property of the Lessor, unless otherwise agreed in writing by the parties.

9. **LESSEE'S MAINTENANCE OBLIGATIONS.** Lessee covenants to maintain, repair, replace and keep all exterior signage, all glass, all doors and windows, lighting fixtures and HVAC systems, as well as the interior of the Premises, and all improvements, fixtures and personal property therein, including, but not limited to, all doors, all restrooms, and all plumbing, electrical, HVAC and mechanical systems and fixtures, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith; and to contract for the same in Lessee's own name. All maintenance and repairs by Lessee shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Premises.

A. Lessee shall also be responsible for the repair of damages if any damage or defect was caused by the negligence of Lessee or Lessee's employees, agents, contractors, customers, clients, or other invitees, or if the damage or defect is caused by or otherwise due to work performed by Lessee or Lessee's agents or contractors.

B. Lessee shall keep the entire exterior Premises free from all litter, dirt, debris and obstructions; and to keep the Premises in a clean and sanitary condition as required by the ordinances of the city and county in which the Premises is situate. Lessee, at Lessee's sole expense, shall also be responsible for trash removal and janitorial services in the Premises. Lessee shall engage in a recycling program if commercially available. Lessee shall comply with all applicable fire codes and required inspections. Lessee shall keep the interior and exterior of all windows in a clean condition.

C. Lessee shall keep the sidewalks and parking areas on and around the Premises free and clear of ice and snow, and keep the entire exterior Premises free from all litter, dirt, debris and obstructions; and to keep the Premises in a clean and sanitary condition as required by the ordinances of the City of Salida. Specifically, at a minimum of once per day and prior to 10:00 AM, Lessee shall sweep and pick up all dirt, mud, trash, cigarette butts, and debris from the sidewalk and gutter in front of the Premises and along that part of G Street adjoining the Premises. Further, prior to 10:00 AM all snow and ice shall be thoroughly removed from the sidewalk and gutter in front of the Premises along 1st Street and along that part of G Street adjoining the Premises. Snow shall be piled around the base of the sidewalk trees in front of the Premises to provide moisture to the trees during the winter. Lessee shall clean all glass periodically.

D. Lessee agrees to return the Premises at the end of the Lease term, including all fixtures and lease improvements, in the same condition as the beginning of this Lease and in good working order subject to normal wear and tear.

10. **LESSOR'S MAINTENANCE OBLIGATIONS.** Lessor covenants and agrees to maintain, repair, replace and keep the roof, exterior walls, and foundation of the Premises, (excluding glass, signage, doors, and lighting), in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction and to pay all costs and expenses in connection with. Further, if any repair, replacement or restoration is necessitated by any act or omission of Lessee, or any of Lessee's officers, employees, agents, guests or invitees, all costs and expenses incurred

by Lessor in connection therewith shall be payable by Lessee immediately upon Lessor's written request. Except as provided in Section 20H., there shall be no allowance to Lessee for a diminution of rental value and no liability on the part of Lessor, by reason or inconvenience, annoyance or injury to, or interruption of business, arising from Lessor, Lessee or others making any repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances or equipment thereof.

11. **UTILITIES.** All applications and connections for necessary gas, telecommunications, trash service, and electricity to the Premises shall be made in the name of the Lessee only. From the date Lessee takes possession of the Premises until this Lease is terminated, Lessee shall be solely liable for the payment of all water and sewer, gas, telecommunications, trash service and electricity deposits and charges for facilities and services.

12. **TAXES.**

A. Lessee's Taxes. During the term of this Lease, Lessee shall pay in full, as and when the same become due and payable, all personal property taxes levied on or with respect to Lessee's personal property located in or used in connection with the Premises, and all sales, use, and other taxes levied on or in connection with the operation of Lessee's business in the Premises.

B. Real Property Taxes. The parties acknowledge that the real property taxes are assessed in one assessment and tax bill against Lessor's Property, which includes the Premises. Lessee shall pay a portion of such taxes and assessments to Lessor in monthly installments, together with each monthly installment of rent due under this Lease, each installment in an amount equal to 1/12th of that amount which is equal to the amount (the "Tax Installment") that Lessor estimates (based on the most recent levy and the most recent assessment) will be needed to pay the next required installment or payment of real property taxes and assessments payable with respect to the Premises. Not less than annually, Lessor shall provide Lessee with copies of the tax bills and a revised calculation of the One twelfth (1/12) payment adjusted to reflect any increase in the tax assessment. The adjusted amount shall be due commencing with the next payment of rent.

13. **SIGNS.** Lessee shall at no time build, construct, erect, attach, or hang signs in the absence of Lessor's prior written consent, which will not be unreasonably withheld. All permitted signs must be erected and maintained in accordance with the provisions of applicable federal, state, and local law, rules, and regulations.

14. **PARKING.** Lessee acknowledges that there are no parking spaces on the Premises.

15. **OTHER COVENANTS OF LESSEE.**

A. Compliance with Insurance Requirements. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks,

or which might result in cancellation of any such insurance. Failure to comply with any required fire inspection shall be deemed a default under this Lease.

B. No Waste or Impairment of Value. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.

C. No Nuisance, Noxious or Offensive Activity. Lessee covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.

D. No Unsightliness. Lessee covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, or waste shall be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises; no storage of abandoned vehicles shall be permitted on the Premises; and except for vehicles located on the portion of the property reserved for exclusive use by the Lessor, no vehicles shall remain parked on the Premises longer than that period of time which is reasonably required to service or repair said vehicles, and in no event longer than seventy-two (72) hours.

E. Environmental Compliance and Indemnity. Lessee covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 et seq, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Lessee shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Lessee agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up- related activities and all other appropriate remedial action. Lessee covenants and agrees to protect, indemnify and save Lessor harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Lessor resulting from any failure to comply with the provisions of this Section 15 E. Lessor shall have the

right to defend itself in any action, suit or proceeding commenced against Lessor as a result of Lessee's violation of or failure to comply with the provision of this Section 15 E., with attorneys and, as necessary, technical consultants chosen by Lessor, and Lessee agrees to pay to Lessor all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Lessor. The provisions of this Section 15 E. shall survive the expiration or termination of this Lease.

F. OFAC Compliance. Lessee represents and warrants to Lessor that Lessee is currently in compliance with and shall at all times during the term of this Lease (including any further extensions or renewals) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

G. No Security Interest. Lessee agrees and warrants that no security interest will or may be granted with respect to any fixture physically attached to the Premises at any time during the term hereof.

H. Dogs. Lessee's employees shall not leave dogs unattended in vehicles on the Premises or anywhere on Lessor's property.

I. Smoking. Smoking anywhere on the Premises or Lessor's Property shall be prohibited.

16. **CONDITION OF THE PREMISES**. The taking of possession of the Premises by Lessee shall be conclusive evidence as against Lessee that the Premises were in satisfactory condition when possession of the same was taken. Lessee shall be permitted to make a final walk-through inspection of the Premises prior to its taking possession thereof.

17. **ADJACENT PROPERTY ATTACHMENT**. Lessee hereby consents to the attachment or connection to the Building of any permanent or temporary structure which may be constructed or placed on the property immediately adjacent to the Premises, provided that any such attachment or connection does not unreasonably interfere with or disturb the operation of Lessee's use and occupancy of the Premises as permitted hereunder.

18. **ACCESS AND QUIET ENJOYMENT.** Lessor warrants that Lessee shall have peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided for herein, and otherwise fully and punctually performs the terms and conditions hereof.

19. **RESERVATIONS AND INSPECTION BY LESSOR.** Lessor or its agents shall have the right at any time to enter the Premises to examine the same to ensure Lessee's compliance with all terms of this Lease, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof. Lessor shall at all times have the right, at its election, to make such alterations of, changes in, or additions to any adjoining buildings, if any, not leased

to the Lessee, as may appear desirable to Lessor, and to demolish and/or dispose of the adjoining premises as it shall elect, at Lessor's sole expense. Lessor may show the Premises to prospective purchasers and mortgagees, and during the three months prior to termination of this Lease, to prospective tenants, during business hours upon reasonable notice to Lessee.

20. LIABILITY OF LESSOR, INDEMNIFICATION, AND INSURANCE.

A. Except as otherwise provided herein, Lessee shall be in exclusive control and possession of the Premises from the date this Lease is executed until it is terminated. Lessor shall not be liable for any injury or damages to any property or to any person on or about the Premises nor for any injury or damage to any property of the Lessee. Lessor shall not be liable to Lessee for any entry on the Premises for inspection or repair purposes.

B. To the fullest extent permitted by applicable law, Lessee shall hold harmless and indemnify Lessor from and against all expenses, liabilities, and claims of every kind and character, including reasonable attorney fees and court costs, incurred, raised, or brought by or on behalf of any person or entity arising out of either: (1) a failure by Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the Premises, except for injury or damage caused solely by the negligence of Lessor, (3) Lessee's failure to comply with any law of any governmental authority, or (4) any mechanic's lien pertaining to work, services, or materials contracted for by Lessee or security interest filed against the Premises or equipment, materials, or alterations of buildings or improvements thereon which pertains to any indebtedness incurred by Lessee.

C. Lessee shall insure all building materials, supplies, personal property, furnishings, equipment, inventory, and records that it uses or stores on the Premises at any time following the execution hereof against fire and other hazards and shall promptly furnish proof of such insurance coverage to Lessor. Lessor shall be named as an additional insured under said policy.

D. Lessee shall obtain and maintain prior to taking possession of the Premises and at all times thereafter during the term hereof, including any optioned term, insurance against liability for bodily injury and property damage, all to be in amounts and in forms of insurance policies as may from time to time be required by Lessor, with policy limits in an amount not less than $1,000,000.00 for death, illness or injury to one or more persons, and $1,000,000.00 for property damage, in respect of each occurrence. Not less than annually or upon request by lessor, Lessee shall provide Lessor with the declaration pages of the applicable policies and certificates evidencing such insurance coverage before occupying the Premises for performing any work within the Premises. Lessor shall be named as an additional insured under such policies.

E. Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Lessor, and shall require at least 15 days written notice to Lessor of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Lessor and all individuals and entities for whom Lessor is responsible in law. Lessee shall deliver to Lessor, on the commencement date of the term

of this Lease and on each anniversary thereof, certified copies or other evidence of such policies, or other evidence satisfactory to Lessor that all premiums thereof have been paid and that the policies are in full force and effect. Any default or breach of the insurance requirements of this Lease shall be deemed an immediate default and shall not require Lessor to give a 10 day notice of default described in Section 21 herein.

F. Lessor shall maintain at all times during the term of this Lease insurance coverage for the demised premises for property damage, fire and casualty, and extended coverage. Lessee shall pay a portion of such insurance premium to Lessor in monthly installments, together with each monthly installment of rent due under this Lease, each installment in an amount equal to 1/12th of that amount which is equal to the amount (the "Insurance Installment") that Lessor estimates (based on the most recent policy) will be needed to pay the next required installment or payment of such insurance premiums with respect to the Premises. Not less than annually, Lessor shall provide Lessee with copies of the insurance bills and a revised calculation of the One twelfth (1/12) payment adjusted to reflect any increase in the Insurance Installment. The adjusted amount shall be due commencing with the next payment of rent.

G. In the event the Premises shall be damaged by fire or other casualty during the term of the tenancy, in a manner rendering all or a part of the Premises unusable for the intended purpose under this Lease, the parties shall be entitled to exercise the following options:

(1.) Lessor may repair the Premises at its own expense. Lessor shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises. If the casualty insurance policy was maintained by Lessee, Lessor shall be entitled to reimbursement not to exceed the total cost of repair to the Premises.

(2.) Lessee may repair the Premises at its own expense. Lessee shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises.

(3.) If neither party elects to repair the damaged portions of the Premises, by giving written notice of its intent to make the repairs to the other, within thirty (30) days following the date of the damage by fire or other casualty, or if the damage to the Premises cannot be substantially repaired within 180 days following the date when the Premises were damaged, Lessee or Lessor shall be entitled to declare this Lease null and void.

H. Except in cases where the damage to the Premises was proximately caused by the negligent actions or omissions of Lessee, or its employees, agents, customers, clients, or invitees, Lessee shall be entitled to an abatement of Lessee's obligation to pay rent hereunder as to so much of the Premises as are rendered unusable for their intended purpose under this agreement as a result of fire or other casualty for so long as the Premises remain unusable.

21. **DEFAULT AND REMEDIES.** Each of the following events shall constitute a default or breach of this Lease by Lessee:

A. If Lessee fails to pay Lessor such monthly rent within five (5) days of its due date, subject to the late charges set forth in Section 5, or if Lessee fails to pay any accrued late charges.

B. If Lessee fails to perform or comply with any of the other terms or conditions of this Lease and if the breach or nonperformance continues for a period of ten (10) days after notice thereof is given by Lessor to Lessee.

C. If Lessee vacates or abandons the Premises.

D. If this Lease or the estate of Lessee hereunder is transferred to or shall pass to any other person or party, except in the manner and to the extent herein permitted.

E. Lessee shall be in default in the event any lien is placed on the business of Lessee, Lessee' assets of any kind, on the Premises, Lessor's real or personal property, whether voluntarily by Lessee or by any creditor, taxing authority, or any party whatsoever.

F. Lessee shall be in default if Lessor has served three or more notices of default on Lessee within a 12-month period, in which case any and all rights to cure under this Lease shall not apply.

G. In the event of any default hereunder, as set forth above, the rights of Lessor shall be as follows:

(1.) Lessor shall have the right to cancel and terminate this Lease, as well as all of the right and interest of Lessee hereunder, by giving to Lessee not less than three (3) days' notice of the cancellation and termination in accordance with Colorado law and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to the Lessee, without prejudice to any claim for rent or for the breach of covenants hereof.

(2.) Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of default.

22. **LIEN.** The Lessor shall have at all times a valid lien for all sums of rent due hereunder from the Lessee upon all of the personal property of the Lessee situate in the Premises,

and said property shall not be removed therefrom without the consent of the Lessor until all arrearages in rent shall have first been paid and discharged.

23. **REMEDIES CUMULATIVE**. No reference to nor exercise of any specific right or remedy by Lessor shall prejudice or preclude Lessor from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Lessor may from time to time exercise any one or more of such remedies independently or in combination.

24. **ATTORNEY FEES.** In the event there is controversy or dispute regarding this Agreement and/or any related documents and the parties are unable to settle the controversy or dispute through mediation or otherwise, the prevailing party in any administrative or legal action shall be entitled to recover from the breaching party all reasonable attorneys fees actually incurred, together with costs, including mediation fees. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

25. **SURRENDER AND POSSESSION.** Lessee shall, on the last day of the term or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Lessor, including all buildings, additions, keys and security codes, and improvements constructed and placed thereon by Lessee, except Lessee's personal property, all in good condition and repair. Any personal property belonging to Lessee, if not removed at or before the termination or forfeiture date, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefor. Lessor may at its option remove such personal property from the Premises and store it at the risk and expense of Lessee. Lessee shall repair and restore all damage to the Premises caused by the removal of equipment and other personal property or be liable for the costs incurred in such repair or restoration. Lessee shall deliver the Premises back to Lessor in substantially the same condition as exists on the date on the execution of this Lease, normal wear and tear excepted. Upon termination of this Lease at any time for any reason, Lessee shall not have the right to remove from the Premises any leasehold improvements, including fixtures physically attached to any portion of the Premises, regardless of whether such leasehold improvements, including fixtures, were installed by Lessee, Lessor, or others. Once attached, such leasehold improvements, including fixtures, shall become a part of the Premises subject to the terms of Sections 7 F. and 8 above.

26. **HOLDING OVER**. It is mutually agreed that if, after the expiration of this Lease, the Lessee shall remain in possession of the Premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder, payable in advance on the 1st day of each calendar month. Any month-to-month tenancy or tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease and nothing contained in this Section 26 shall be construed to alter or impair any of Lessor's rights of re-entry or eviction or constitute a waiver thereof.

27. **ASSIGNMENT, SUBLEASE AND LESSOR'S RIGHT OF FIRST.** Lessee may not assign or sublease any interest in the Premises without the prior written consent of Lessor.

Lessee and all guarantors shall remain responsible for the lease payments under any approved sublease agreement. Nor shall any assignment for the benefit of creditors or by operation of law be effective to transfer any rights to the said assignees without the prior written consent of the Lessor first having been obtained. The sale of a 30% or greater interest of shares in the corporate entity of Lessee shall be considered a prohibited assignment under this Section 27. Further, if at any time hereafter, Lessee decides to market, sell or transfer that part of its business operated on the Premises or all or a portion of its assets (herein the "Business"), even if initiated by an unsolicited bona fide offer from a third party to purchase the business or all or a portion of its assets, then Lessee shall first give Lessor written Notice of Intent to Sell ("Notice") prior to marketing or offering the Business to any other prospective purchaser. The Notice from Lessee will include a true and complete copy of the terms and conditions of Lessee's intent to sell the Business, which shall be a bona fide offer with a purchase price that does not unreasonably exceed market value (the "Offer"). Within twenty (20) days after Lessor's receipt of the Notice (including the copy or summary of the Offer as required above), Lessor will notify Lessee whether Lessor will exercise Lessee's Right of First Offer. If Lessor fails or declines to notify Lessee regarding Lessor's exercise of the Right of First Offer within the sixty (60) day period allowed above, Lessor will be deemed to have decided against exercising Lessee's Right of First Offer, and Lessee will be free to market and sell the Business as communicated in the Notice from Lessor to Lessee.

28. **LESSOR'S ASSIGNMENT**. Lessor may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Lessor from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this lease, express or implied, and Lessee shall thereafter look solely to Lessor's successor in interest in and to this Lease. This Lease shall not be affected by any such assignment, and Lessee shall attorn to Lessor's successor in interest thereunder.

29. **SUBORDINATION AND ATTORNMENT**.

A. Subordination. Upon the written request of Lessor or any Mortgagee, Lessee will in writing subordinate its rights under this Lease to the lien of any mortgage or deed of trust now or hereafter in force against the Premises, the Building, or the underlying land, and to all advances made or hereafter to be made upon the security thereof, and to all extensions, modifications, and renewals thereunder. Lessee shall also, upon Lessor's request, subordinate its rights under this Lease to any ground or underlying lease which may now exist or hereafter be executed affecting the Building and/or the underlying land. Lessee shall have the right to condition its subordination upon the execution and delivery of an attornment and nondisturbance agreement, as described in Section 29B, between the Mortgagee or the Lessor under any such ground or underlying lease and Lessee. Lessee shall not subordinate its rights hereunder to any lien other than that of a first mortgage or first deed of trust, except with the prior written consent of the Mortgagee holding such first mortgage or deed of trust.

B. Attornment. Upon the written request of the Lessor or any Mortgagee or any lessor under a ground or underlying lease, Lessee shall attorn to any such Mortgagee or lessor, provided such Mortgagee or lessor agrees that if Lessee is not in default under this Lease, Lessee's possession of the Premises in accordance with the terms of this Lease

shall not be disturbed. Such agreement shall provide, among other things, (a) that this Lease shall remain in full force and effect, (b) that Lessee pay rent to said Mortgagee or lessor from the date of said attornment, (c) that said Mortgagee or lessor shall not be responsible to Lessee under this Lease except for obligations accruing subsequent to the date of such attornment, and (d) that Lessee, in the event of a foreclosure or a deed in lieu thereof or a termination of the ground or underlying lease, will enter into a new lease with the Mortgagee, lessor, or other person having or acquiring title on the same terms and conditions as this Lease and for the balance of the Term.

C. Nonmaterial Amendments. If any lender should require as a condition of loans secured by a lien on the Premises, the Building, or the land underlying the Building any modification of this Lease, Lessee will approve and execute any such modifications promptly after request, provided no such modification shall relate to the rent payable hereunder, the length of the Term, or otherwise materially change the rights or obligations of Lessor or Lessee.

30. **SUCCESSORS.** Subject to the restrictions of Section 27 above, the covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.

31. **CONDEMNATION.** In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Lessor hereunder, the Lessee waiving all right to any such payments.

32. **LESSEE'S BANKRUPTCY OR INSOLVENCY.** It is further agreed between the parties hereto that if the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if the Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Lessee, whether under the operation of the state or the federal statutes, then and in any such case, the Lessor may at its option immediately, with or without notice (notice described in Section 17 above being expressly waived), terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of the Lessee hereunder.

33. **WAIVER.** No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Lessee or acceptance by Lessor, of a lesser amount than due shall be treated only as a payment on account.

34. **SEVERABILITY.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as though such invalid agreements or covenants are not contained herein.

35. **NOTICES.** All notices required to be given in this Lease shall be in writing deposited in the Unites States Mail, certified or registered, with postage prepaid, and addressed to the parties at their respective addresses set forth herein, or notices may be delivered by e-mail or

other electronic delivery with verified receipt, or maybe hand-delivered to the principal office of the party, or hand delivered to a principal or manager of the party.

36. **MEMORANDUM OF LEASE.** Lessee agrees, from time to time, to complete and execute a memorandum of lease for filing with the Department of Revenue, State of Colorado, in compliance with Sections 39-22-604, 39-26-117, and 39-26-205, C.R.S., or similar laws.

37. **TIME IS OF THE ESSENCE.** The parties hereto agree that time is of the essence of this Lease.

38. **ESTOPPEL.** Lessee shall, at any time and from time to time, upon not less than ten (10) days' prior notice from Lessor, execute, acknowledge and deliver a written statement ratifying this Lease and certifying any information concerning Lessee's lease and occupancy of the Premises reasonably required by Lessor.

39. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Colorado. All questions in dispute under this Lease between the parties shall be settled with venue in Chaffee County, Colorado.

40. **COUNTERPARTS.** This Lease may be executed in counterparts, in which case each such counterpart shall be construed as an original. Facsimile signatures shall be equally as binding as original signatures.

41. **INDEPENDENT COUNSEL.** The parties acknowledge that Powell & Murphy, P.C. represents Lessor. Lessee is advised to seek independent counsel if so desired.

42. **RIGHT OF FIRST OFFER.** Simultaneously with the execution of this Lease, the parties shall enter into the Right of First Offer pertaining to the sale of the Premises.

43. **ENTIRE AGREEMENT.** This Lease sets forth all the covenants, provisions, agreements, conditions, and understandings between the parties, and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them. Any modifications of this Lease must be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

LESSOR: 146 West First Street, LLC:

By: _____ Date: 9/15/25
Gregory V. Walter, Manager

By: _____ Date: 9/15/25
Therese A. Dunn, Manager

LESSEE: The Office Bar LLC

By: _____ Date: 9-15-25
Sarah Ann Smith

Its: Member

By: _____ Date: 09/15/2025
Ann Calsbeek

Its: Member

By: _____ Date: 09/15/25
Brooke Downer
Its: Member

GUARANTEE:
The undersigned hereby unconditionally guarantee, jointly and severally with all other guarantors, the payment by and performance of the obligations of The Office Bar LLC as Lessee under the above Lease.

_____
Sarah Ann Smith, individually Date: 9-15-25

Address: 146 W First Street Salida, CO 81201

_____
Ann Calsbeek, individually Date: 09/15/2025

Address: 146 W First Street, Salida CO 81201

_____
Brooke Downer, individually Date: 09/15/25

Address: 146 W. First Street Salida CO 81201

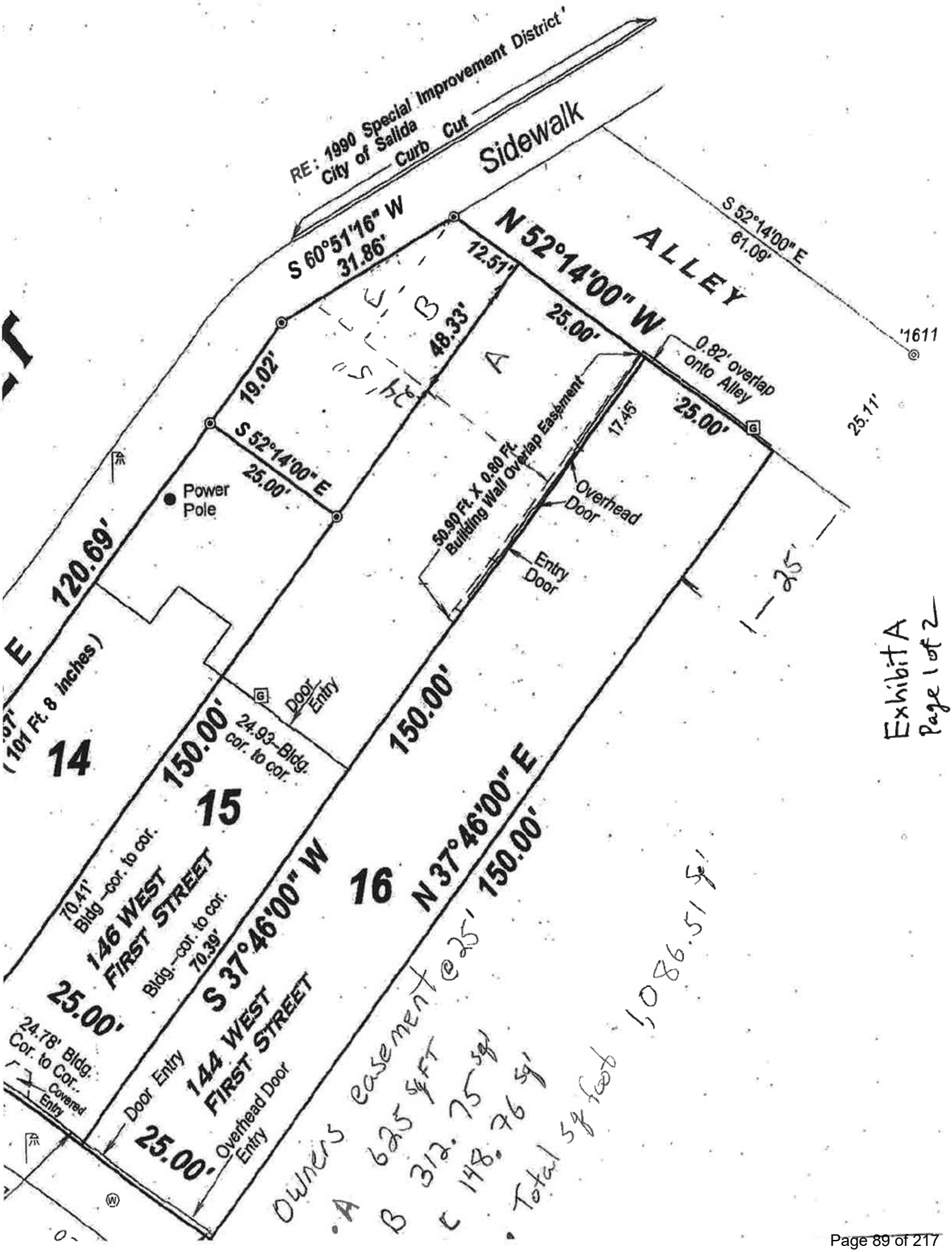
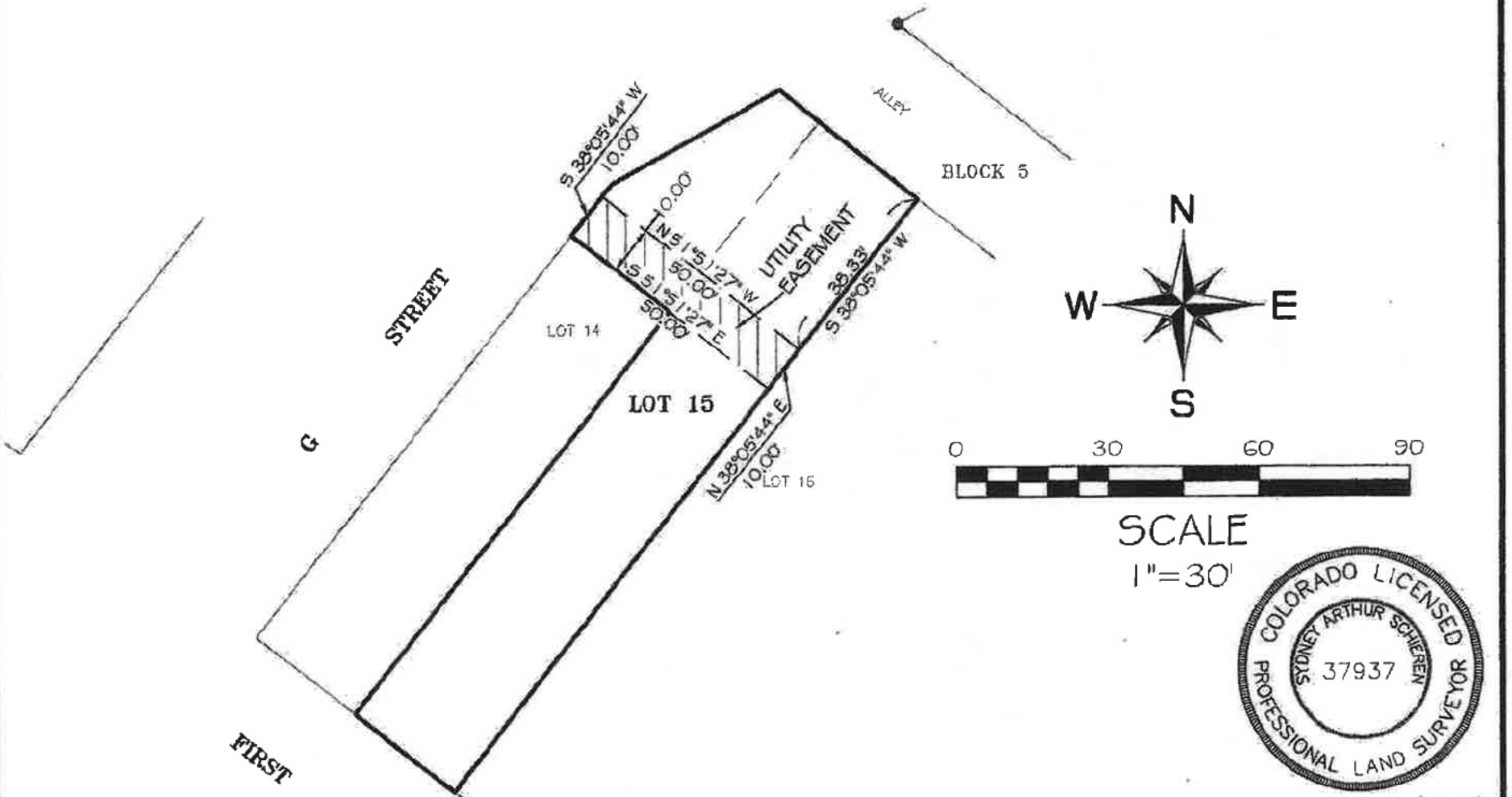

RE: 1990 Special Improvement District
City of Salida
Curb Cut
Sidewalk
S 60°51'16" W
31.86'
12.51'
N 52°14'00" W
ALLEY
S 52°14'00" E
61.09'
'1611
25.11'
48.33'
25.00'
0.82' overlap onto Alley
19.02'
S 52°14'00" E
25.00'
Power Pole
50.90 Ft. X 0.80 Ft. Building Wall Overlap Easement
17.45'
25.00'
Overhead Door
Entry Door
120.69'
(101 Ft. 8 inches)
14
150.00'
24.93 Bldg. cor. to cor.
Door Entry
150.00'
15
70.41' Bldg.-cor. to cor.
146 WEST FIRST STREET
Bldg.-cor. to cor. 70.39'
25.00'
24.78' Bldg. Cor. to Cor.
Covered Entry
S 37°46'00" W
16
N 37°46'00" E
150.00'
144 WEST FIRST STREET
Door Entry
25.00'
Overhead Door Entry
Owners easement @ 25'
A 625 sq FT
B 312.75 sq
C 148.76 sq
Total sq feet 1,086.51 sq
Exhibit A
Page 1 of 2

EXHIBIT B

UTILITY EASEMENT EXHIBIT

LOCATED WITHIN LOTS 14 & 15, BLOCK 5
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

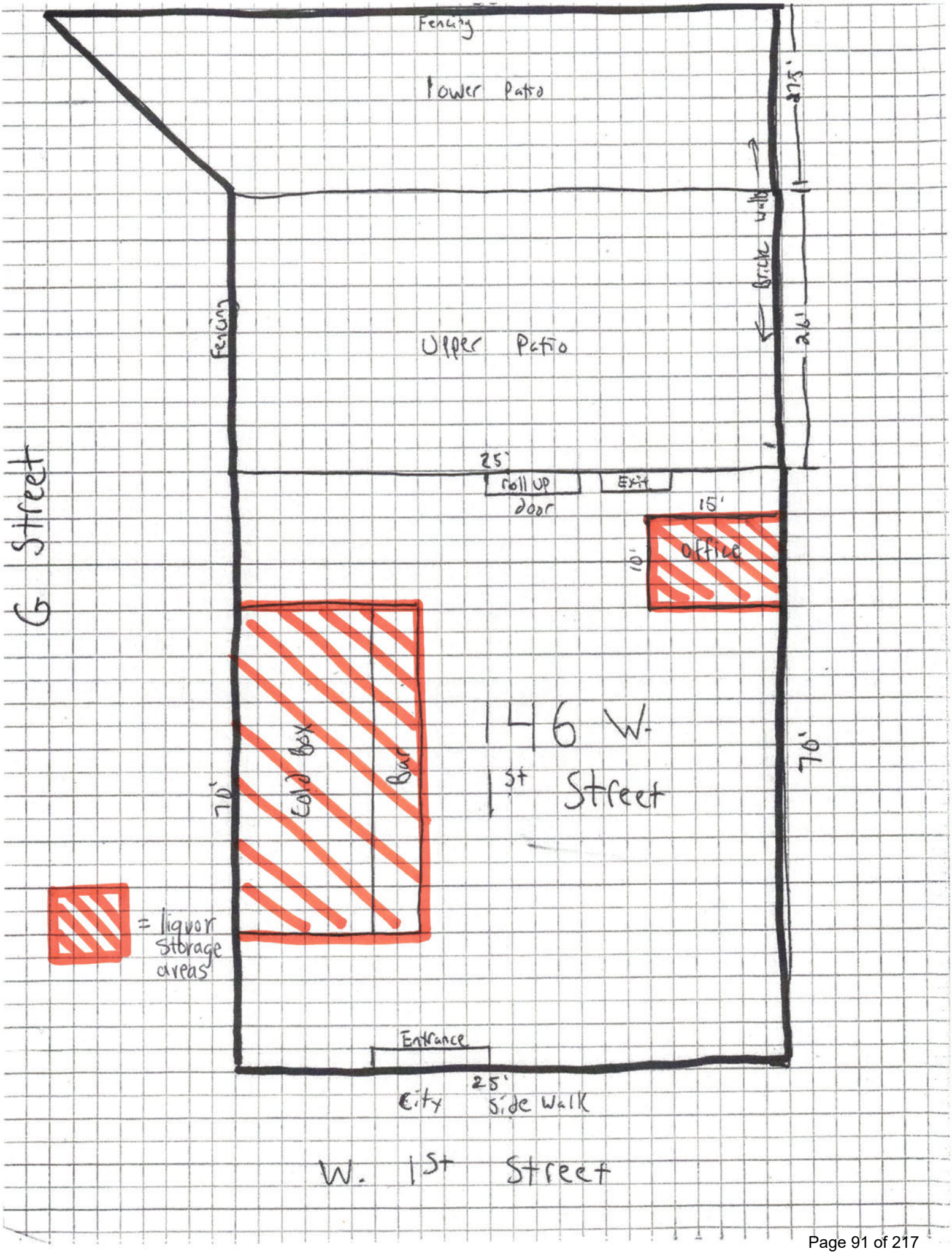


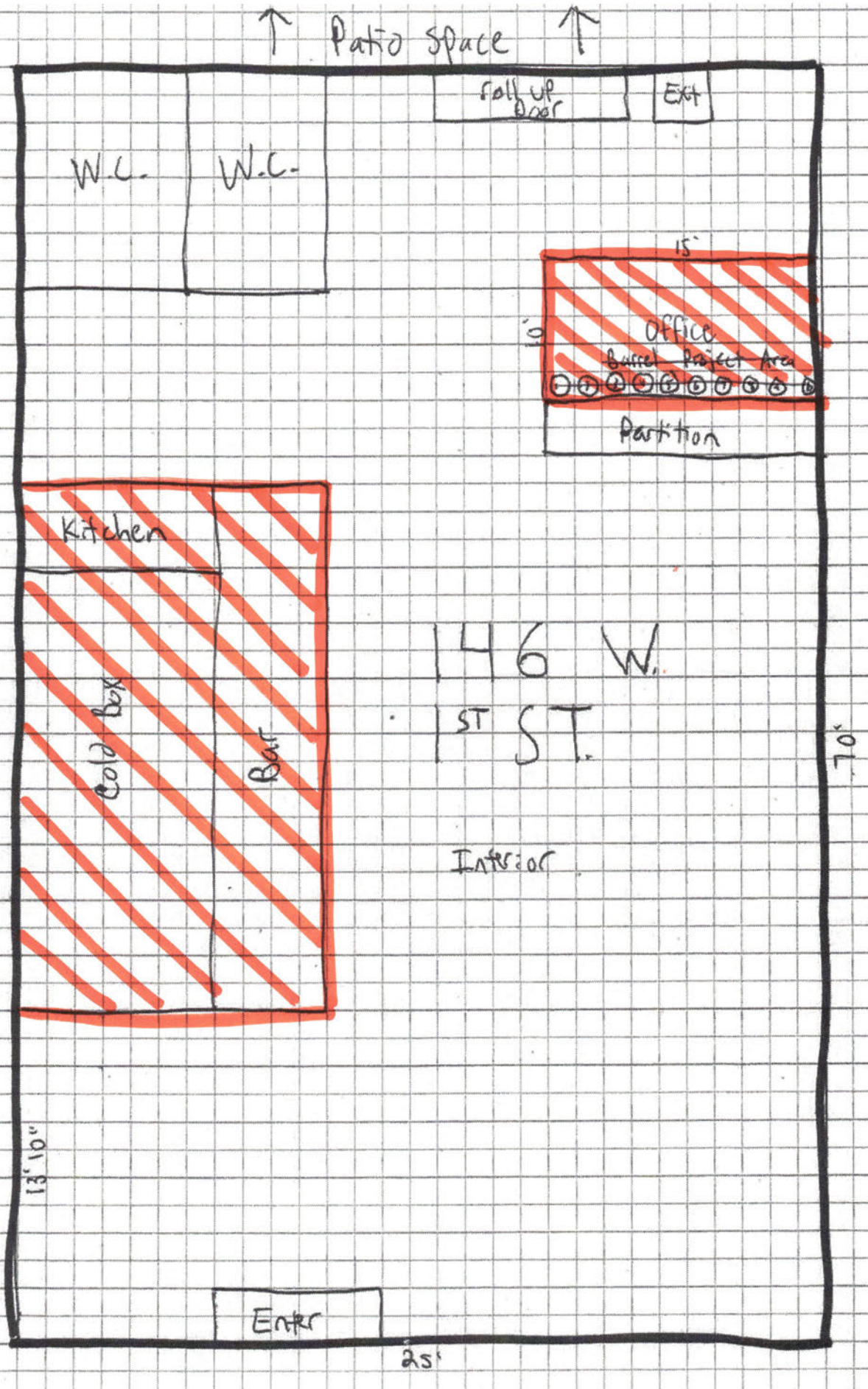
COLORADO LICENSED
SYDNEY ARTHUR SCHIEREN
37937
PROFESSIONAL LAND SURVEYOR

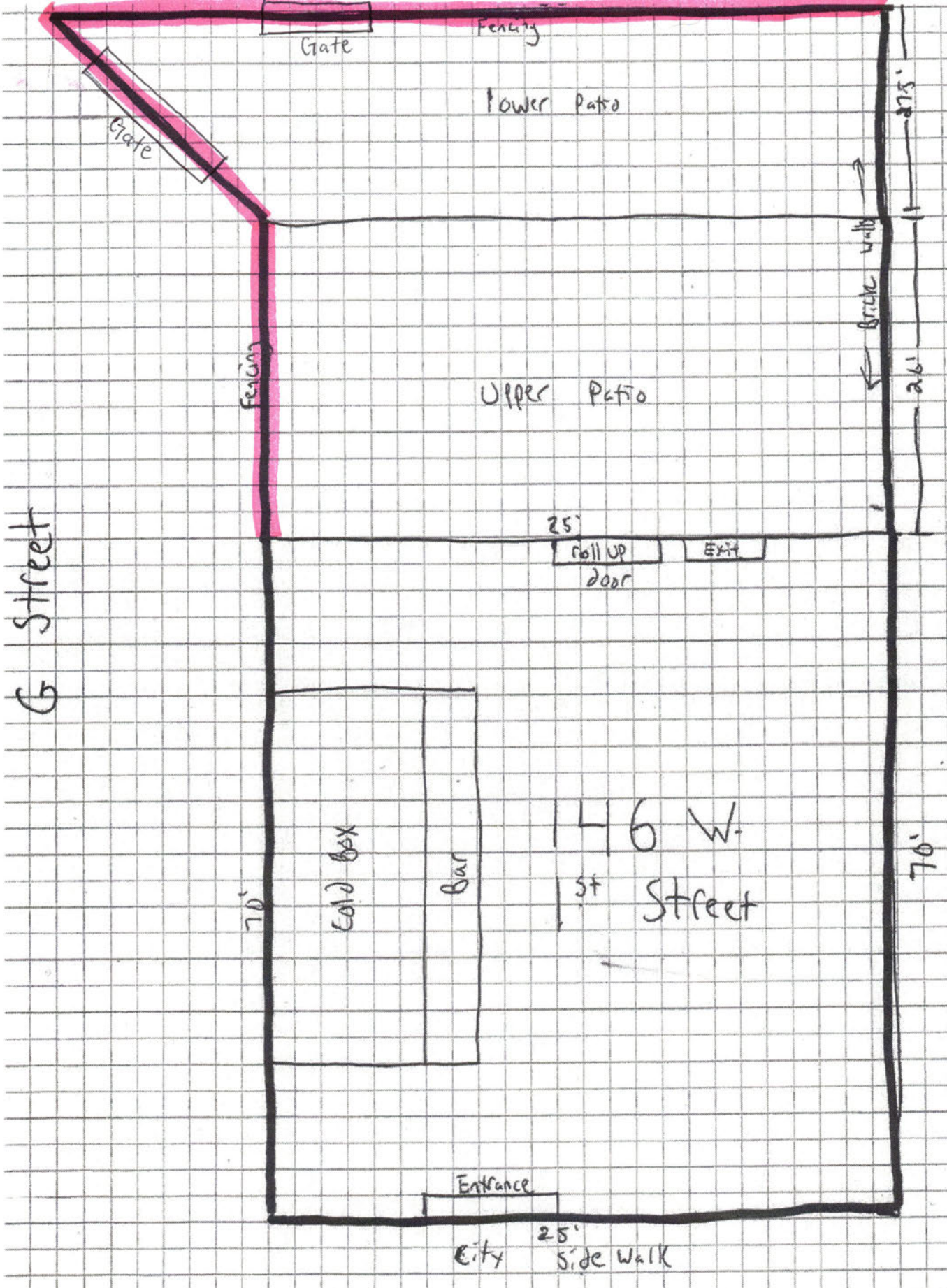
JOB # 1871 DATE: APRIL 9, 2018

LANDMARK
SURVEYING & MAPPING
P.O. BOX 668 SALIDA, CO 81201
PH 719.539.4021 FAX 719.539.4031

Exhibit A
Page 2 of 2


Fencing
Lower Patio
2.75'
Brick wall
26'
Fencing
Upper Patio
25'
roll up door
Exit
15'
10'
office
G Street
Cold Box
Bar
146 W.
1st Street
70'
70'
= liquor storage areas
Entrance
25'
City Side Walk
W. 1st Street


Patio Space
Roll up Door
Exit
W.C.
W.C.
15'
10'
Office
Barrel Project Area
Partition
Kitchen
Cold Box
Bar
146 W.
1ST ST.
70'
Interior
13'10"
Entr
25'


Gate
Fencing
Lower Patio
Gate
27.5'
Brick walk
26'
Fencing
Upper Patio
25'
roll up door
Exit
G Street
146 W. 1st Street
Cold Box
Bar
70'
70'
Entrance
25'
City Side Walk
W. 1st Street

Operating Agreement
of
The Office Bar LLC

This Operating Agreement (the "**Agreement**") of The Office Bar LLC, a Colorado limited liability company (the "**Company**"), is entered into as of the date of the Company's formation (the "**Effective Date**") by and among the Company and each person or entity identified on **Schedule I** attached hereto (the "**Members Schedule**") as a member, and each other person or entity that, after the date hereof, becomes a member of the Company in accordance with the terms of this Agreement (collectively, the "**Members**"). Unless otherwise noted or defined elsewhere, capitalized terms used in this Agreement have the meanings ascribed herein, as more fully set forth in ARTICLE X.

ARTICLE I
Organizational Matters

Section 1.01 Name. The name of the Company is The Office Bar LLC.

Section 1.02 Principal Office. The principal office of the Company is located at 146 W 1st St., Salida, CO 81201, or such other location as the Members may determine from time to time.

Section 1.03 Registered Office and Agent. The address of the registered office and the name of the agent of the Company in the State of Colorado for service of process at that address shall be as set forth in the Articles of Organization or any subsequent filing with the Colorado Secretary of State ("**SOS**"). In the event of a change in the registered office or agent of the Company, the Company shall promptly file any required documentation with the SOS in the manner provided by the Colorado Limited Liability Company Act (C.R.S. §§ 7-80-101 et seq.), as amended from time to time (the "**CLLCA**").

Section 1.04 Purpose; Powers.

(a) The purpose of the Company is to engage in any lawful activity for which limited liability companies may be organized under the CLLCA and to engage in any and all necessary or incidental activities.

(b) The Company shall have all the powers necessary or convenient to carry out and effect the purpose for which it is formed, including the powers granted by the CLLCA.

Section 1.05 Term. The Company shall continue in existence perpetually, unless the Company is dissolved and terminated in accordance with the provisions of this Agreement or as provided by Applicable Law.

ARTICLE II
Members

Section 2.01 Members. The names, contact information, Capital Contributions, and Membership Interests of each Member are set out on the **Members Schedule**. The Membership Interests of all Members and any Assignees shall be stated as a percentage interest and shall equal 100%.

Section 2.02 Capital Contributions; Capital Accounts; No Withdrawals.

(a) The Members have contributed to the Company the amounts, in the form of cash, property, services, a promissory note, or any obligation to contribute cash or property, perform services, or provide any other benefit (as such amounts may be amended herein from time to time, the "**Capital Contributions**"), set out in the Members Schedule. No Member is required to make additional Capital Contributions to the Company unless agreed to in writing by the contributing Member. No Member shall be entitled to receive any interest on its Capital Contributions or Capital Account.

(b) The Company shall establish and maintain for each Member a separate capital account (each, a "**Capital Account**") on its books and records in accordance with the provisions of Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b)(2)(iv). Each Capital Account shall be: (i) credited by such Member's Capital Contributions to the Company and any profits allocated to such Member in accordance with Section 4.01; and (ii) debited by any distributions to such Member pursuant to Section 5.01(a) and any losses allocated to such Member in accordance with Section 4.01. For purposes of maintaining the Members' Capital Accounts, profits and losses shall be determined in accordance with Treasury Regulations Section 1.704-1(b). The Capital Accounts shall be adjusted by the Members upon the occurrence of an event described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) in the manner described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) and (g) if the Members determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members. In the event of a Transfer of any Membership Interest in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the transferred Membership Interest.

(c) No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement.

(d) If any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from such Member's withdrawal of capital or dissolution in contravention of this Agreement.

Section 2.03 Admission of Additional Members.

(a) Additional Members may be admitted to the Company from time to time effective upon compliance with the provisions of Section 2.03(b), in connection with (i) the issuance of Membership Interests by the Company as provided by Section 2.06(b), or (ii) a Transfer of Membership Interests, subject to compliance with the provisions of ARTICLE VI.

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or a Transfer (including a Permitted Transfer) of Membership Interests or otherwise, such Person shall have executed and delivered to the Company an undertaking in writing reasonably satisfactory to the existing Members ("**Joinder Agreement**"). Upon the amendment of the Members Schedule and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Membership Interests, such Person shall be admitted as a Member, shall be a party hereto, shall be deemed listed as such on the books and records of the Company, and, in the case of an issuance, thereupon shall be issued its Membership Interest. Further: (i) the Capital Accounts shall be adjusted as necessary in accordance with Section 2.01 and (ii) the Membership Interests of the Members and any Assignees shall be adjusted pro rata so that the aggregate percentage of all Membership Interests equals 100%.

Section 2.04 Resignation; Expulsion; Death of Member.

(a) So long as a Member continues to hold a Membership Interest, such Member shall not have the ability to resign as a Member. Any such resignation or attempted resignation by a Member while such Member holds a Membership Interest shall be null and void.

A Member may be expelled from the Company upon the unanimous vote of the other Members (excluding the Member to be expelled) if:

(i) it is unlawful to carry on the Company's activities with the Person as a Member;

(ii) there has been a Transfer of the Member's entire Membership Interest;

(iii) the Member becomes a debtor in bankruptcy, executes an assignment for the benefit of creditors, or seeks or consents to the appointment of a trustee, receiver, or liquidator of the Member or of all or substantially all the Member's property;

(iv) the Member is an entity and it has dissolved or its right to do business has been suspended;

(v) the Member has engaged or is engaging in wrongful conduct that has adversely and materially affected, or will affect adversely and materially affect,

the Company's activities, including but not limited to theft, fraud, or gross negligence against the Company or any other Member;

(vi) the Member materially breaches this Agreement and fails to cure such breach within any time period allotted, or within a reasonable time if no time to cure is allotted, if the breach is susceptible to cure; or

(vii) the Member has engaged or is engaging in conduct relating to the Company's activities that makes it not reasonably practicable to carry on those activities with the Person as a Member.

On the effective date of expulsion, such expelled Member shall: (x) no longer be a Member; (y) be deemed an Assignee of its Membership Interest for all purposes until its Membership Interest is liquidated; and (z) have no right to any payment or distribution as a result of the expulsion nor any amount in liquidation of its Membership Interest until the dissolution and winding up of the Company, except as otherwise provided by this Agreement.

(b) The death of a Member shall not cause the dissolution of the Company, except as otherwise provided by Section 9.01(d). In such event, the Company and its business shall be continued by the remaining Member or Members and the Membership Interest owned by the deceased Member shall be automatically Transferred to such Member's executors, administrators, testamentary trustees, legatees, surviving Spouse, beneficiaries, or other legal representative, as applicable, as Permitted Transferees, and shall be subject to Section 6.04; *provided*, that any such Permitted Transferee shall only be an Assignee of such deceased Member's Membership Interest unless such Permitted Transferee is (a) a Member or (b) admitted as a Member in compliance with the provisions of this Agreement, including Section 2.03(b) and Section 2.06(b)(ii).

(c) As soon as any Member ceases to hold any Membership Interest, such Person shall no longer be a Member.

Section 2.05 Meetings.

(a) The Company shall not be required to hold regular meetings.

(b) Special meetings of the Members may be called by any Member.

(c) Notice shall be delivered in writing as provided by Section 11.05 not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Member(s) calling the meeting, as the case may be, which states:

(i) the date and time of the meeting;

(ii) the place of the meeting unless the meeting will be conducted solely by remote means of communication;

(iii) the means by which Members can participate by remote communication if applicable; and

(iv) in the case of a special meeting, the purpose or purposes for which the meeting is called.

The Members may hold meetings at the Company's principal office or at such other place, within or outside the State of Colorado, as the Member(s) calling the meeting may designate in the notice for such meeting. The Company shall maintain for Member inspection copies of meeting notices and records of any action taken on the Company's behalf at meetings.

(d) Any Member may participate in a meeting of the Members by means of conference telephone, videoconferencing technology, or other remote means of communication if all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. The Members may also agree to conduct a meeting of the Members solely by remote means of communication without designating a place for a physical assembly of Members.

(e) The business to be conducted at a meeting need not be limited to the purpose described in the notice. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding at least a majority of the Membership Interests entitled to vote. Subject to Section 2.07, no action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) On any matter that is to be voted or taken action on by the Members, a Member may appoint a proxy or other agent to vote, consent, or otherwise act for the Member in an appointing document in a record that is signed by the Member personally or by the Member's agent. Any such proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy. The right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

Section 2.06 Action by Members.

(a) No action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding at least a majority of the Membership Interests entitled to vote thereon, except as otherwise provided by:

(i) the Articles of Organization;

(ii) a non-modifiable provision of the CLLCA; or

(iii) any other provision of this Agreement requiring the vote, consent, or approval of a different percentage of Membership Interests or of particular Members, including Section 2.06(b), Section 6.01(a), Section 8.03, Section 9.01(a), and Section 11.09.

(b) Without the vote or consent in writing of all Members, the Company shall not, and shall not enter into any commitment to:

(i) amend, modify, or waive any provisions of the Articles of Organization, in whole or in part;

(ii) issue additional Membership Interests, Equity Securities, or other securities or, except in connection with a Transfer of Membership Interests that complies with the applicable provisions of ARTICLE VI and Section 2.03(b), admit additional Members to the Company;

(iii) incur any indebtedness, pledge or grant Liens on any assets, or guarantee, assume, endorse, or otherwise become responsible for the obligations of any other Person in excess of $5,000 in a single transaction or series of related transactions, or in excess of $5,000 in the aggregate at any time outstanding;

(iv) make any loan or advance to, or a Capital Contribution or investment in, any Person in excess of $1,000;

(v) enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange, or other acquisition (including by merger, interest exchange, conversion, domestication, sale of stock, or acquisition of assets) by the Company of any assets and/or equity interests of any Person, other than in the ordinary course of the Company's business consistent with past practice;

(vi) enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange, or other disposition (including by merger, interest exchange, conversion, domestication, sale of stock, or acquisition of assets) by the Company of all or substantially all of the Company's assets/any assets or equity interests, other than sales of inventory in the ordinary course of the Company's business consistent with past practice;

(vii) settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability (except in the ordinary course of the Business) or agree to the provision of any equitable relief by the Company;

(viii) initiate a bankruptcy proceeding involving the Company;

(ix) compromise the obligation of a Member or a Member's legal representative or successor (i) to make a Capital Contribution or (ii) return to the Company cash or property paid or distributed to such Member in violation of CLLCA or this Agreement;

(x) take any action outside the ordinary course of the Company's activities; or

(xi) do any act in contravention of this Agreement.

(c) The Membership Interest held by an Assignee shall not be included when calculating the vote, consent, determination, or selection of Members holding outstanding Membership Interests.

Section 2.07 Action Without Meeting.

(a) Notwithstanding the provisions of Section 2.06, any action requiring the vote or consent of the Members may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing are signed by a Member or Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote thereon were present and voted. The consent or consents shall be delivered to the Company with respect to such action, and the Company shall maintain these records for Member inspection.

(b) The Company shall, within ten (10) days after the approval of an action taken without a meeting, give notice in writing as provided by Section 11.05 to any Member that did not consent to the action, and the Company shall maintain these records for Member inspection.

Section 2.08 Certification.

(a) The Company may, but shall not be required to, issue certificates evidencing Membership Interests in the Company.

(b) If certificates representing Membership Interests are issued in accordance with Section 2.08(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, ENCUMBRANCE, HYPOTHECATION, OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO LIMITED LIABILITY COMPANY ACT AND SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS

AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, GIFTED, PLEDGED, ENCUMBERED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO: (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE III
Management

Section 3.01 Management of the Company. The business, property, and affairs of the Company shall be managed by the Members. Each Member is an agent of the Company and the actions of any Member taken in accordance with the provisions of this Agreement shall bind the Company.

Section 3.02 Officers. The Members may appoint one or more individuals as officers of the Company (the "**Officers**") as the Members deem necessary or desirable to carry on the business of the Company and may delegate to such Officers such power and authority as the Members deem advisable. An Officer is not required to be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until their successor is designated by the Members or until their earlier death, resignation, or removal. Any Officer may resign at any time upon notice in writing to the Company as provided by Section 11.05. Any Officer may be removed by the Members at any time, with or without cause. A vacancy in any office occurring because of death, resignation, removal, or otherwise may, but need not, be filled by the Members.

ARTICLE IV
Allocations

Section 4.01 Allocation of Profits and Losses.

(a) The Company's profits and losses for each Fiscal Year will be allocated among the Members pro rata in accordance with their Membership Interests.

(b) Notwithstanding any other provision of this Agreement, "**partner nonrecourse deductions**" (as defined in Treasury Regulations Section 1.704-2(i)), if any, of the Company shall be allocated for each Fiscal Year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i) and "**nonrecourse deductions**" (as defined in Treasury Regulations Section 1.704-2(b)) and "**excess nonrecourse liabilities**" (as defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated to and among the Members in accordance with their Membership Interests.

(c) This Agreement shall be deemed to include "**qualified income offset**," "**minimum gain chargeback**," and "**partner nonrecourse debt minimum gain chargeback**" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code.

(d) All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members for federal, state, and local income tax purposes consistent with the manner that the corresponding items are allocated among the Members pursuant to this Section 4.01, except as may otherwise be provided herein or under the Code.

ARTICLE V
Distributions

Section 5.01 Distributions.

(a) Distributions of available cash shall be made to the Members at the times and in the aggregate amounts determined by the Members holding at least a majority of the outstanding Membership Interests. Such distributions shall be paid to the Members pro rata in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate Section 7-80-606 of the CLLCA or other Applicable Law.

ARTICLE VI
Transfers

Section 6.01 General Restrictions on Transfer.

(a) Except as permitted pursuant to Section 6.02 or in accordance with the procedures set forth in Section 6.03, no Member shall Transfer all or any portion of its Membership Interest in the Company, except with the consent in writing of Members holding at least a majority of the outstanding Membership Interests, excluding the (i) Membership Interest held by the Transferring Member and (ii) the Membership Interest held by the Transferee Member if the Transfer is between Members.

(b) Notwithstanding any other provision of this Agreement (including Section 6.02), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of a Membership Interest, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the CLLCA;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) Except as provided in Section 9.01(d), no Transfer (including a Permitted Transfer) of a Membership Interest to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee (including a Permitted Transferee) is admitted as a Member of the Company in accordance with Section 2.03(b) hereof.

(e) For the avoidance of doubt, any completed Transfer of a Membership Interest permitted or authorized by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest" unless otherwise explicitly agreed to by the parties to such Transfer.

Section 6.02 Permitted Transfers. The provisions of Section 6.01(a) and Section 6.03 shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to any of the following (each, a "**Permitted Transferee**" and, any such Transfer to a Permitted Transferee, a "**Permitted Transfer**"):

(a) any Affiliate of such Member; or

(b) with respect to a Member who is an individual: (i) a trust of which such Member is the sole grantor and the sole current beneficiary during such Member's lifetime; or (ii) such Member, acting as trustee of any such trust.

Section 6.03 Right of First Refusal.

(a) Each Member shall have a right of first refusal if any other Member (the "**Offering Member**") receives and desires to accept an offer from an Independent Third

Party to purchase all or any portion of the Offering Member's Membership Interest (the "**Offered Interest**").

(b) Within five (5) days of receipt of the offer from the Independent Third Party, the Offering Member shall give notice in writing as provided by Section 11.05 to all other Members of the third-party offer, which notice shall include: (i) the amount of the Offered Interest to be sold; (ii) the name of the Independent Third Party; (iii) the purchase price, which for the avoidance of doubt shall be in cash; (iv) the proposed date, time, and location of the closing of the Transfer, which shall not be less than sixty (60) days from the date of the Offering Member's notice; and (v) any other material terms of the Transfer.

(c) Upon receipt of the Offering Member's notice, each Member will have ten (10) days to give notice in writing as provided by Section 11.05 to the Offering Member that the other Member elects to purchase all (but not less than all) of the Offered Interest upon the terms and conditions of the third-party offer. If more than one other Member gives notice electing to purchase the Offered Interest, each of the purchasing Members shall purchase its pro rata share (based on that Member's Membership Interest in the Company) of the Offered Interest.

(d) If no other Member delivers notice as required by Section 6.03(c) electing to purchase the Offered Interest, then the Offering Member may, during the 60-day period immediately following the expiration of the period described in Section 6.03(c), Transfer the Offered Interest to the Independent Third Party upon the terms and conditions of the third-party offer.

Section 6.04 Death of Member.

(a) Upon the death of a Member, each surviving Member will have thirty (30) days to give notice in writing to the executors, administrators, testamentary trustees, legatees, surviving Spouse, beneficiaries, or other legal representative, as applicable, of the deceased Member that such Member elects to purchase all (but not less than all) of the Membership Interest owned by the deceased Member at the time of the Member's death (the "**Deceased Member's Interest**") for the Purchase Price. If more than one surviving Member gives notice electing to purchase the Deceased Member's Interest, each of the purchasing Members shall purchase its pro rata share (based on that Member's Membership Interest in the Company) of the Deceased Member's Interest.

(b) If no surviving Member delivers notice as required by Section 6.04(a) electing to purchase the Deceased Member's Interest, then the Company shall purchase the Deceased Member's Interest for the Purchase Price, and the Membership Interests of the surviving Members and any Assignees shall be adjusted pro rata so that the total percentage of all Membership Interests equals 100%.

(c) Except with respect to the death of the last remaining Member, in which case such event shall be subject to Section 2.04(b), the executors, administrators, testamentary trustees, legatees, surviving Spouse, beneficiaries, or other legal representative, as applicable, of the deceased Member shall sell the Deceased Member's

Interest for the Purchase Price in accordance with the procedures set forth in this Section 6.04. At the closing of any sale and purchase pursuant to this Section 6.04, the purchaser(s) shall pay for the Deceased Member's Interest by certified or official bank check or by wire transfer of immediately available funds.

(d) For any sale and purchase pursuant to this Section 6.04, the purchaser and seller shall use their best efforts to mutually agree in good faith on the Purchase Price.

(e) Until such time that the Deceased Member's Interest is purchased as provided in this Section 6.04, and except as provided in Section 2.04(c) and Section 9.01(d), the executors, administrators, testamentary trustees, legatees, surviving Spouse, beneficiaries, or other legal representative, as applicable, of the deceased Member shall be an Assignee of the Deceased Member's Interest.

ARTICLE VII
Exculpation and Indemnification

Section 7.01 No Personal Liability. Except as otherwise provided in the CLLCA, by Applicable Law, or expressly in this Agreement, no Member or Officer will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, solely by reason of being or acting as a Member or Officer or, in accordance with Section 3.01, exercising management powers or responsibilities, or acting as an agent of the Company.

Section 7.02 Reimbursement and Indemnification. To the fullest extent permitted under the CLLCA:

(a) The Company shall reimburse any Covered Person for any payment made, and shall indemnify any Covered Person for any debt, obligation, or other liability incurred, in the ordinary course of the business of the Company or for the preservation of its business or property, if such payments were made or such liabilities were incurred without violation of the person's duties to the Company as provided in this Agreement.

(b) The Company may, in its discretion, advance expenses, including reasonable attorney fees and costs, incurred by any Covered Person in connection with a claim or demand against the Covered Person by reason of the Covered Person's status as a Covered Person, if the Covered Person promises to repay the Company if the Covered Person ultimately is determined not to be entitled to be indemnified.

Section 7.03 Nonexclusivity. The right to reimbursement and indemnification provided in this ARTICLE VII shall not be exclusive of any other right which a Member or other Covered Person may have or hereafter acquire by any law (common or statutory), a provision of the Company's governing documents, a vote of disinterested Members, or otherwise, it being the intention of the parties to give Members and all other Covered Persons the broadest indemnification rights permitted by law.

ARTICLE VIII
Compliance and Tax Matters

Section 8.01 Inspection Rights. On reasonable demand of a Member for any purpose reasonably related to the Member's interest, the Company must make available for inspection and copying at the Member's expense:

(a) true and full information regarding the Company's business and financial condition, including any written resolutions and minutes;

(b) a copy of the Company's federal, state, and local income tax returns for each year;

(c) a current list of the name and last-known business, residence, or mailing address of each Member;

(d) a copy of the Company's Articles of Organization and written Operating Agreement;

(e) true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and that each Member has agreed to contribute in the future, and the date on which each became a member; and

(f) other information regarding the Company's affairs that is just and reasonable.

Section 8.02 Income Tax Status. It is the intent of the Company and the Members that the Company shall be treated as a partnership for federal, state, and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 8.03 Tax Matters Representative.

(a) **Appointment; Resignation.** The Members hereby appoint Sarah Smith as the "partnership representative" as provided in Section 6223(a) of the Code (the "**Tax Matters Representative**"). The Tax Matters Representative can be removed at any time by a vote or consent of Members holding at least a majority of the outstanding Membership Interests and shall resign if it is no longer a Member. In the event of the resignation or removal of the Tax Matters Representative, Members holding at least a majority of the outstanding Membership Interests shall select a replacement Tax Matters Representative.

(b) **Tax Examinations and Audits.** The Tax Matters Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by any federal, state, local or foreign taxing authority, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith.

The Tax Matters Representative shall promptly notify the Members in writing of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon receipt of a notice of final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the vote or consent of Members holding at least a majority of the outstanding Membership Interests, the Tax Matters Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency, or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any federal, state, local or foreign taxing authority.

(c) **US Federal Tax Proceedings.** Unless otherwise approved by the Members, the Tax Matters Representative will cause the Company to annually elect out of the partnership audit procedures set forth in Subchapter C of Chapter 63 of the Code (the "**Partnership Audit Rules**") to the extent permitted by Applicable Law. For any year in which Applicable Law does not permit the Company to elect out of the Partnership Audit Rules, then within forty-five (45) days of any notice of final partnership adjustment, the Tax Matters Representative shall cause the Company to elect the alternative procedure under Section 6226 of the Code, and furnish to the Internal Revenue Service and each Member (including former Members) during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) **Section 754 Election.** The Tax Matters Representative will make an election under Section 754 of the Code, if requested in writing by Members holding at least a majority of the outstanding Membership Interests.

(e) **Expenses.** Any expenses incurred by the Tax Matters Representative in carrying out its responsibilities and duties in such capacity under this Agreement shall be an expense of the Company for which the Tax Matters Representative shall be reimbursed by the Company.

(f) **Indemnification.** The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of such Member's responsibilities as the Tax Matters Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

Section 8.04 Tax Returns.

(a) At the expense of the Company, the Members will cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Company will deliver to each Member, Company

information necessary for the preparation of such Member's federal, state, and local income tax returns for such Fiscal Year.

(b) Each Member agrees that such Member shall not treat any Company item on such Member's federal, state, foreign, or other income tax return inconsistently with the treatment of the item on the Company's return.

ARTICLE IX
Dissolution and Liquidation

Section 9.01 Events of Dissolution. The Company shall be dissolved and its activities wound up only upon the occurrence of any of the following events:

(a) an election to dissolve the Company made with the vote or consent of all Members entitled to vote thereon;

(b) the sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company;

(c) the entry of a decree of judicial dissolution under Section 7-80-810 of the CLLCA; or

(d) the Company ceases to have any Members, unless: (i) within one (1) year after the Company ceases to have any Members, the Assignees of the last remaining Member unanimously consent to admit at least one Person as a Member; or (ii) the Company's existence is otherwise continued under Applicable Law.

Section 9.02 Winding Up and Liquidation.

(a) Upon dissolution, the Company shall immediately commence to wind up its business and activities in accordance with the CLLCA and the provisions of this Article.

(b) The Members shall designate a Person to act as liquidator (the "**Liquidator**"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets (including the discretion to defer the liquidation of any asset if the immediate sale of the asset would be impractical or cause undue loss to the Members) and to wind up and liquidate the business and activities of the Company in an orderly and business-like manner in accordance with the CLLCA.

Section 9.03 Distribution of Assets. The Liquidator shall liquidate and apply the assets of the Company to discharge its liabilities or make provision for discharging its liabilities. Any remaining surplus shall be distributed in the following order:

(a) ***first***, to each owner of a Membership Interest that reflects Capital Contributions made and not previously returned, an amount equal to the value of the unreturned Capital Contributions; and

(b) ***second***, among owners of Membership Interests in proportion to their respective rights to share in distributions immediately before the dissolution of the Company.

If the Company does not have sufficient surplus to comply with Section 9.03(a), any surplus shall be distributed among the owners of Membership Interests in proportion to the value of their respective unreturned Capital Contributions.

ARTICLE X
Definitions

Section 10.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 10.01:

"**Affiliate**" means, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by or is under common control with such Person. For purposes of this definition, "**control**" when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "**controlling**" and "**controlled**" shall have correlative meanings.

"**Applicable Law**" means all applicable provisions of: (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory, or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"**Articles of Organization**" means the articles of organization of the Company filed with the Colorado Secretary of State on August 6, 2025, as the same may be amended or restated from time to time.

"**Assignee**" means the holder of all or part of a Membership Interest with the right to receive, to the extent allocated to such Membership Interest, the distributions and allocations of profits and losses of the Company but who is not or is no longer a Member. An Assignee is entitled only to the rights specified in Section 7-80-702(1) of the CLLCA and has no right to: (a) vote; (b) participate in the management and activities of the Company or exercise any management powers or responsibilities; (c) bind the Company; or (d) exercise any other Member rights.

"**Change of Control**" means, with respect to any Member: (a) the sale of all or substantially all of the assets of the Member to one or more Independent Third Parties; (b) a sale resulting in more than fifty percent (50%)of the shares of stock, membership interests, partnership interests, or other ownership or equity interests of the Member being held by one or more Independent Third Parties; or (c) a merger, consolidation, recapitalization, or reorganization of the Member with or into an Independent Third Party that results in the inability of the Member's owners to designate or elect a majority of the board of directors, managers, or other governing authority of the resulting entity or its parent company.

"CLLCA" means the Colorado Limited Liability Company Act and any successor statute, as it may be amended from time to time (C.R.S. §§ 7-80-101 et seq.).

"Code" means the Internal Revenue Code of 1986, as amended.

"Covered Person" means each: (a) Member; (b) Officer; and (c) officer, director, shareholder, partner, manager, member, Affiliate, employee, agent, or representative of each Member.

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Equity Securities" means any and all Membership Interests of the Company and any securities of the Company convertible into, exchangeable or exercisable for, such Membership Interests, including, without limitation, any warrants or other rights to acquire such Membership Interests.

"Fiscal Year" means the calendar year, unless the Company is required or elects to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Independent Third Party" means, with respect to any Member, any Person who is not a Permitted Transferee of such Member.

"Initial Member" means each Person identified on the Members Schedule as of the Effective Date as a Member and who has executed this Agreement or a counterpart thereof.

"Lien" means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's rights to: (a) receive a distributive share of Company assets and items of Company income, gain, loss, and deduction; (b) vote, consent, or participate in any Member decisions provided in this Agreement and the CLLCA; and (c) receive any and all other rights, including information rights, and benefits due to a Member under this Agreement and the CLLCA; *provided*, that, in the case of an Assignee, **"Membership Interest"** means an interest in the Company with the right solely to receive, to the extent allocated to such Membership Interest, the distributions and allocations of profits and losses of the Company, with no voting, management rights, or information rights. The Membership Interest of each Member will be stated as a percentage interest

and shall be as set forth on the Members Schedule. The Membership Interests of all Members (and any Assignees) shall equal 100%.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

"**Purchase Price**" means the cash price that a willing buyer having all relevant knowledge would pay a willing seller in an arm's length transaction.

"**Securities Act**" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"**Transfer**" means to sell, transfer, assign, gift, pledge, encumber, hypothecate or similarly dispose of, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Membership Interests or any interest (including a beneficial interest or "**membership interest**" as defined and used in the CLLCA) therein. "**Transfer**" when used as a noun shall have a correlative meaning. In the case of a Member that is a corporation, partnership, limited liability company, or other business entity, "**Transfer**" includes a Change of Control of such Member.

"**Transferor**" and "**Transferee**" mean a Person who makes or receives a Transfer, respectively.

"**Treasury Regulations**" means the final or temporary regulations issued by the United States Department of the Treasury pursuant to its authority under the Code, and any successor regulations.

ARTICLE XI
Miscellaneous

Section 11.01 Governing Law. All issues and questions arising out of or concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule.

Section 11.02 Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding based on any matter arising out of or in connection with this Agreement or the transactions contemplated hereby, shall be brought in the federal courts of the United States of America or the courts of the State of Colorado, in each case located in the City of Salida and County of Chaffee. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding.

Section 11.03 Waiver of Jury Trial. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND

UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.04 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Nothing contained in this Section 11.04 shall diminish the waiver described in Section 11.03.

Section 11.05 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier; (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.05):

If to the Company:	146 W 1st St., Salida, CO 81201 [redacted] Attention: Sarah Smith
with a copy to: (which shall not constitute notice)	Principle Law [redacted]
If to a Member:	To such Member's respective mailing address, email address, or fax number as set forth on the Members Schedule

Section 11.06 Remedies. In the event of any actual or prospective breach or default by any party, the other parties shall be entitled to equitable relief, including remedies in the nature of injunction and specific performance, awarded by a court of competent jurisdiction (without being required to post a bond or other security or to establish any actual damages). In this regard, the parties acknowledge and agree that they will be irreparably damaged in the event this Agreement is not specifically enforced, since (among other things) the Membership Interests are not readily marketable. All remedies hereunder are cumulative and not exclusive, may be exercised concurrently, and nothing herein shall be deemed to prohibit or limit any party from pursuing any other remedy or relief available at law or in equity for any actual or prospective breach or default, including recovery of damages. In addition, the parties hereby waive and renounce any defense to such equitable relief that an adequate remedy at law may exist.

Section 11.07 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity,

illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 11.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

Section 11.09 Amendment. Subject to Section 2.06(b), no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and the consent of Members holding all outstanding Membership Interests. Notwithstanding the foregoing, the Company may amend the Members Schedule to accurately reflect any new issuance, redemption, repurchase, or Transfer of Membership Interests effected in accordance with this Agreement, which shall not require separate approval under this Section 11.09 and shall occur at the time of such issuance, redemption, repurchase, or Transfer, or as soon as practicable thereafter. Any such written amendment or modification shall be binding upon the Company and each Member.

Section 11.10 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section 11.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 11.12 Entire Agreement. This Agreement, together with the Articles of Organization and all related exhibits and schedules thereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both oral and in writing, with respect to such subject matter.

Section 11.13 No Third-Party Beneficiaries. Except as provided in ARTICLE VII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 11.14 Independent Counsel. Each Member has read this Agreement and acknowledges that:

(a) Principle Law, counsel for the Company prepared this Agreement on behalf of the Company;

(b) such Member has been advised that a conflict may exist between such Member's interests, the interests of the other Members, and/or the interests of the Company;

(c) this Agreement may have significant legal, financial planning, and/or tax consequences to such Member;

(d) counsel for the Company has made no representations to such Member regarding such consequences; and

(e) such Member has been advised, and has had the opportunity, to seek the advice of independent counsel regarding such consequences.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

The Company:

The Office Bar LLC, a Colorado limited liability company

By: ID rjzdwloG2YtvghAgs1qIMVjE

Sarah Smith, Member

The Members:

ID rjzdwloG2YtvghAgs1qIMVjE

Sarah Smith, Member

ID jF6JYTbAYCNTzhNgpy9KwKQA

Brooke Downer, Member

Ann Calsbeek

ID c5YfyA9fPcWwPXmsNbdXnirg

Ann Calsbeek, Member

SCHEDULE I

MEMBERS SCHEDULE

Member and Contact Information	Capital Contribution	Membership Interest %
Brooke Downer [redacted]	[redacted]	33⅓ %
Ann Calsbeek [redacted]	[redacted]	33⅓ %
Sarah Smith [redacted]	[redacted]	33⅓ %

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") dated as of the last date set forth on the signature line hereto is entered into between Elevation Beer Company, LLC, a Colorado limited liability company and Carlin Walsh, an individual residing in the State of Colorado (together, "**Seller**"), and The Office Bar LLC, a Colorado limited liability company ("**Buyer**").

RECITALS

WHEREAS, Seller is engaged in the business of operation of a retail food and alcoholic beverages establishment located at 146 W. 1st St, Salida, Colorado 81201 (the "**Business**"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase from Seller, substantially all the assets of the Business, and Buyer wishes to assume the Assumed Liabilities, in each case subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in, to and under all of the tangible and intangible assets, properties and rights of every kind and nature and wherever located (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including the following:

(a) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories of the Business ("**Inventory**");

(b) all Contracts of the Business that Buyer assumes pursuant to the Assignment and Assumption Agreement (the "**Assigned Contracts**"). For purposes of this Agreement: (i) "**Contracts**" means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral; and (ii) "**Disclosure Schedules**" means the disclosure schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement;

(c) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property of the Business (the "**Tangible Personal Property**");

(d) all prepaid expenses, credits, advance payments, security, deposits, charges, sums and fees;

(e) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(f) copies of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court or tribunal of competent jurisdiction (each, a "**Governmental Authority**")), sales material and records, strategic plans and marketing and promotional surveys, material and research (collectively, "**Books and Records**"); and

(g) all goodwill associated with any of the assets described in the foregoing clauses.

Section 1.02 Excluded Assets. Other than the Purchased Assets, Buyer expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties of Seller, and all such other assets and properties shall be excluded from the Purchased Assets (collectively, the "**Excluded Assets**"). Excluded Assets include, if any, the assets, properties and rights specifically set forth on Section 1.02 of the Disclosure Schedules.

Section 1.03 Assumed Liabilities.

(a) Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge when due any and all Liabilities of Seller arising out of or relating to the Business or the Purchased Assets on or after the Closing, other than the Excluded Liabilities (collectively, the "**Assumed Liabilities**"), including the following:

(i) all Liabilities arising under or relating to the Assigned Contracts;

(ii) all Liabilities for Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) beginning after the Closing Date; and

(iii) all other Liabilities arising out of or relating to Buyer's ownership or operation of the Business and the Purchased Assets on or after the Closing.

For purposes of this Agreement, "**Liabilities**" means liabilities, obligations or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

(b) Buyer shall not assume and shall not be responsible to pay, perform or discharge any of the following Liabilities of Seller (collectively, the "**Excluded Liabilities**"):

(i) any Liabilities arising out of or relating to Seller's ownership or operation of the Business and the Purchased Assets prior to the Closing Date;

(ii) any Liabilities relating to or arising out of the Excluded Assets;

(iii) any Liabilities for (A) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) ending on or prior to the Closing Date and (B) any other Taxes of Seller or any stockholders or Affiliates of Seller for any taxable period; and

(iv) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers and others.

For purposes of this Agreement: (i) "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person; and (ii) "**control**" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Section 1.04 Purchase Price. The aggregate purchase price for the Purchased Assets is Buyer's agreement to assume the Assumed Liabilities (the "**Purchase Price**"). No cash consideration shall be paid at Closing.

Section 1.05 Allocation of Purchase Price. The Purchase Price and the Assumed Liabilities shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule form set forth on Section 1.05 of the Disclosure Schedules (the "**Allocation Schedule**"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyer and Seller shall file all returns, declarations, reports, information returns and statements and other documents relating to Taxes (including amended returns and claims for refund) ("**Tax Returns**") in a manner consistent with the Allocation Schedule.

Section 1.06 Non-Assignable Assets.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a sale, assignment or transfer of any Purchased Asset if such sale, assignment or transfer: (i) violates applicable Law; or (ii) requires the consent or waiver of a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement and such consent or waiver has not been obtained prior to the Closing.

(b) Following the Closing, Seller and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent or waiver, or any release, substitution or amendment required to novate all Liabilities under any and all Assigned Contracts or other Liabilities that constitute Assumed Liabilities or to obtain

in writing the unconditional release of all parties to such arrangements, so that, in any case, Buyer shall be solely responsible for such Liabilities from and after the Closing Date; *provided, however,* that neither Seller nor Buyer shall be required to pay any consideration therefor. Once such consent, waiver, release, substitution or amendment is obtained, Seller shall sell, assign and transfer to Buyer the relevant Purchased Asset to which such consent, waiver, release, substitution or amendment relates for no additional consideration.

(c) To the extent that any Purchased Asset or Assumed Liability cannot be transferred to Buyer pursuant to this Section 1.06, Buyer and Seller shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to provide to the parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Purchased Asset and/or Assumed Liability to Buyer as of the Closing. Buyer shall, as agent or subcontractor for Seller, pay, perform and discharge fully the liabilities and obligations of Seller thereunder from and after the Closing Date. To the extent permitted under applicable Law, Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, all income, proceeds and other monies received by Seller from and after the Closing Date, to the extent related to such Purchased Asset in connection with the arrangements under this Section 1.06. Seller shall be permitted to set off against such amounts all direct costs associated with the retention and maintenance of such Purchased Assets.

ARTICLE II
CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Principle Law, c/o Nathan Lawrence, Esq., 130 W 2nd Street, Salida, CO 81201, or remotely by exchange of documents and signatures (or their electronic counterparts), simultaneously with the execution of this Agreement, or at such other time or place or in such other manner as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**."

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in the form of **Exhibit B** attached hereto (the "**Bill of Sale**") and duly executed by Seller, transferring the Tangible Personal Property included in the Purchased Assets to Buyer;

(ii) an assignment and assumption agreement in the form of **Exhibit A** attached hereto (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) a copy of resolutions of the board of directors or managers and the stockholders or members of Seller, as the case may be, which authorize the

execution, delivery and performance of this Agreement, the Bill of Sale, the Assignment and Assumption Agreement and the other agreements, instruments and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the "**Transaction Documents**") and the consummation of the transactions contemplated hereby and thereby; and

(iv) such other customary instruments of transfer or assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Purchase Price, consisting of Buyer's agreement to assume the Assumed Liabilities as set forth in the Assignment and Assumption Agreement;

(ii) the Assignment and Assumption Agreement duly executed by Buyer; and

(iii) a copy of resolutions of the board of directors or managers and the stockholders or members of Buyer, as the case may be, which authorize the execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the corresponding section of the Disclosure Schedules, Seller represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller. Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Colorado. Seller has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the Transaction Documents constitute legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 3.02 No Conflicts or Consents. The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the

consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or breach any provision of the certificate of incorporation or by-laws of Seller; (b) violate or breach any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any Assigned Contract; or (d) require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority by or with respect to Seller in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; except, in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a Material Adverse Effect and, in the case of clause (d), where such consent, permit, Governmental Order, filing or notice which, in the aggregate, would not have a Material Adverse Effect. For purposes of this Agreement: (i) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or other requirement or rule of law of any Governmental Authority; (ii) "**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority; (iii) "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity; and (iv) "**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is materially adverse to the business, results of operations, financial condition or assets of the Business, taken as a whole.

Section 3.03 Assigned Contracts. Seller is not in breach of or default under any Assigned Contract, except for such breaches or defaults that would not have a Material Adverse Effect.

Section 3.04 Title to Tangible Personal Property. Seller has good and valid title to all Tangible Personal Property included in the Purchased Assets, free and clear of any lien, charge, claim, pledge, security interest or other similar encumbrance (each, an "**Encumbrance**"), except for: (a) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business; (c) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; and (d) other imperfections of title or Encumbrances, if any, that would not have a Material Adverse Effect.

Section 3.05 Legal Proceedings; Governmental Orders.

(a) There are no claims, actions, suits, investigations or other legal proceedings (collectively, "**Actions**") pending or, to Seller's knowledge, threatened against or by Seller relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities, which if determined adversely to Seller would result in a Material Adverse Effect.

(b) There are no outstanding Governmental Orders against, relating to or affecting the Business or the Purchased Assets, which would have a Material Adverse Effect.

Section 3.06 Taxes. Seller represents that there are no unpaid sales or other taxes of the Business for which Buyer may be liable.

Section 3.07 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

Section 3.08 No Other Representations and Warranties. The Purchased Assets are being sold, transferred and assigned on an **"AS IS, WHERE IS, WITH ALL FAULTS"** basis. Seller disclaims all other representations and warranties, express or implied (including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement), to the fullest extent permitted by Law. Except for the representations and warranties contained in this ARTICLE III (including the related portions of the Disclosure Schedules), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information, documents or material regarding the Business and the Purchased Assets furnished or made available to Buyer and its Representatives in any form, any information, documents, or material delivered to Buyer as to the future revenue, profitability, or success of the Business, or any representation or warranty arising from statute or otherwise in Law. For purposes of this Agreement, "**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the corresponding sections of the Disclosure Schedules, Buyer represents and warrants to Seller that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Colorado. Buyer has all necessary limited liability company power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the

consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or breach any provision of the limited liability company agreement or other organizational documents of Buyer; (b) violate or breach any provision of any Law or Governmental Order applicable to Buyer; (c) require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any agreement to which Buyer is a party; or (d) require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority by or with respect to Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; except, in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby and, in the case of clause (d), where such consent, permit, Governmental Order, filing or notice which, in the aggregate, would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

Section 4.03 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 4.05 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in ARTICLE III of this Agreement (including related portions of the Disclosure Schedules); and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business, the Purchased Assets or this Agreement, except as expressly set forth in ARTICLE III of this Agreement (including the related portions of the Disclosure Schedules).

ARTICLE V
COVENANTS

Section 5.01 Confidentiality. Each party (the "**Receiving Party**") agrees to keep confidential and not to disclose to any person (except as permitted herein) any confidential or proprietary information relating to the other party (the "**Disclosing Party**"), the Business, this Agreement, or the transactions contemplated hereby (collectively, the "**Confidential Information**"). The Receiving Party shall: (a) use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of like nature, but no less than reasonable care; (b) use the Confidential Information solely in connection with this Agreement and the transactions contemplated hereby; and (c) restrict disclosure of Confidential

Information to those of its employees, advisors, and representatives who have a "need to know" and are bound by confidentiality obligations no less restrictive than those contained herein. The confidentiality obligations under this Section 5.01 shall not apply to information that: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party; (ii) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party; (iii) becomes available to the Receiving Party on a non-confidential basis from a person other than the Disclosing Party who is not bound by a confidentiality obligation to the Disclosing Party; or (iv) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice and an opportunity to seek a protective order or other appropriate relief.

Section 5.02 Public Announcements. Unless otherwise required by applicable Law, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 5.03 Further Assurances. Following the Closing, each party shall, and shall cause its Affiliates to, execute and deliver such additional documents and take such further actions as may be reasonably required to carry out this Agreement and the other Transaction Documents.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Expenses. Except as otherwise expressly provided herein (including Section 5.04 hereof), all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 6.02 Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.02):

If to Seller: [redacted]

If to Buyer: 146 W 1st St.

Salida, CO 81201
Email: sarahannsmith181920@gmail.com
Attention: Sarah Smith, Member

with a copy to:
(which shall not constitute notice)

Principle Law, c/o Nathan Lawrence, Esq.,
130 W 2nd Street,
Salida, CO 81201
[redacted]

Section 6.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

Section 6.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 6.06 Successors and Assigns; Assignment. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 6.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 6.08 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to the conflict of law provisions thereof to the extent such provisions would require

or permit the application of the laws of any jurisdiction other than the State of Colorado. Any legal suit, action, proceeding or dispute arising out of or relating to this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of Colorado in each case located in the city of Salida and county of Chaffee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding or dispute.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 6.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Elevation Beer Company, LLC

By ID hcKFaRhLeWqDnksjFkiqw4P4
Carlin Walsh
Member

The Office Bar LLC

By ID j7HEfuuAzQRG4WKnYRxrkofv
Sarah Smith
Member

DISCLOSURE SCHEDULES

TO ASSET PURCHASE AGREEMENT

These Disclosure Schedules have been prepared in connection with the Asset Purchase Agreement, by and between Elevation Beer Company, LLC a Colorado limited liability company and Carlin Walsh, an individual residing in the State of Colorado (together, the "Seller"), and The Office Bar LLC, a Colorado limited liability company ("Buyer"), and constitutes the Disclosure Schedules referred to in the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

The representations and warranties of Seller in ARTICLE III of the Agreement are made subject to the exceptions and qualifications set forth herein.

The representations and warranties of Buyer in ARTICLE IV of the Agreement are made subject to the exceptions and qualifications set forth herein.

The section numbers used herein refer to the Sections in the Agreement.

Subject to applicable law, this information is disclosed in confidence for the purposes contemplated in the Agreement and is subject to the confidentiality provisions of the Asset Purchase Agreement.

Schedule 1.02: Excluded Assets

N/A

Schedule 1.05: Allocation Schedule

Form allocation schedule for Section 1060 reporting purposes. The parties agree to allocate the Purchase Price (including any liabilities treated as amount realized) among the assets as follows (subject to completion at closing):

Class I — Cash and general deposit accounts: _____
Class II — Actively traded personal property: Ø
Class III — Accounts receivable: o
Class IV — Inventory: Ø
Class V — All assets not otherwise classified (e.g., furniture, fixtures, equipment):
Class VI — Section 197 intangibles, except goodwill and going concern value (e.g., licenses, permits, trademarks): Ø
Class VII — Goodwill and going concern value: Ø
Total: $7000

Schedule 3.01: Organization and Authority of Seller.

N/A

Schedule 3.02: No Conflicts or Consents.

N/A

Schedule 3.03: Assigned Contracts.

N/A

Schedule 3.03: Title to Tangible Personal Property.

N/A

Schedule 3.04: Legal Proceedings; Governmental Orders.

N/A

Schedule 3.05: Taxes.

N/A

Schedule 4.01: Organization and Authority of Buyer.

No disclosures.

Schedule 4.02: No Conflicts; Consents.

No disclosures.

Schedule 4.03: Legal Proceedings.

No disclosures.

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Agreement**"), effective as of the last date set forth below (the "**Effective Date**"), is by and between Elevation Beer Company, LLC, a Colorado limited liability company and Carlin Walsh, an individual residing in the State of Colorado, (together, "**Seller**"), and The Office Bar LLC, a Colorado limited liability company ("**Buyer**").

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of even herewith (the "**Purchase Agreement**"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Buyer has agreed to assume all of Seller's duties and obligations under, the Assigned Contracts (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Assigned Contracts and any other intangible assets designated as Purchased Assets in the Purchase Agreement. Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the Assigned Contracts and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Assigned Contracts accruing on and after the Effective Date.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants and agreements relating to the Assigned Contracts are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

Elevation Beer Company, LLC, a Colorado limited liability company

By ID heKFaRhLeWcjDnksjFkiqw4P4

Name: Carlin Walsh

Title: Member

The Office Bar LLC, a Colorado limited liability company

By ID j7HEfuuAzQRG4WKnYRxrkofv

Name: Sarah Smith

Title: Member

EXHIBIT B

BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Elevation Beer Company, LLC, a Colorado limited liability company and Carlin Walsh, an individual residing in the State of Colorado (together, "**Seller**"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to The Office Bar LLC, a Colorado limited liability company ("**Buyer**"), all of its right, title, and interest in and to the Tangible Personal Property, as such term is defined in the Asset Purchase Agreement, dated even herewith (the "**Purchase Agreement**"), by and between Seller and Buyer, to have and to hold the same unto Buyer, its successors and assigns, forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement, and that the Tangible Personal Property is conveyed AS IS, WHERE IS, AND WITH ALL FAULTS.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of 9/30/2025.

Elevation Beer Company, LLC

By Carlin
ID heKFaRhLeWaDnksiFkiqw4P4

Name: Carlin Walsh

Title: Member

Colorado
Secretary of State

Colorado Secretary of State
ID#: 20251864984
Document #: 20251864984
Filed on: 08/06/2025 10:44:36 AM
Paid: $50.00

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is The Office Bar LLC

The principal office street address is

146 W 1st St
Salida CO 81201
US

The principal office mailing address is

146 W 1st St
Salida CO 81201
US

The name of the registered agent is SARAH ANN SMITH

The registered agent's street address is

146 W 1st St
Salida CO 81201
US

The registered agent's mailing address is

146 W 1st St
Salida CO 81201
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Sarah Ann Smith
146 W 1st St
Salida CO 81201
US

Ann Calsbeek
146 W 1st St
Salida CO 81201
US

Brooke Downer
146 W 1st St
Salida CO 81201
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Sarah Ann Smith
146 W 1st St
Salida CO 81201
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

The Office Bar LLC

is a

Limited Liability Company

formed or registered on 08/06/2025 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20251864984 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/01/2025 that have been posted, and by documents delivered to this office electronically through 08/06/2025 @ 10:54:06 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/06/2025 @ 10:54:06 in accordance with applicable law. This certificate is assigned Confirmation Number 17562367 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

City Council Action Form

Department	Presented By	Date
Administration	Kristi Keller - City Clerk	December 2, 2025

Agenda Item
Request for Change of Location for Little Cambodia, LLC, Liquor License #03-22706 from 720 E. Highway 50 to 7595 W. Highway 50.

Background
A Change of Location Liquor application was received on October 27, 2025 from Phanny Jones of Little Cambodia requesting to change locations of her Liquor License #03-22706 from 720 E. Highway 50 to 7595 W. Highway 50. The Notice of Public Hearing was published on October 31, 2025 in the Mountain Mail and the premises was posted on November 19, 2025.

If council approves the application, the application will be sent to the Colorado Department of Revenue for final approval. The restaurant cannot sell alcohol at its new location until the State issues the license. Further, within 60 days of issuance, the licensee shall change the location of its business to the place specified therein and, at the same time, cease to conduct the sale of alcoholic beverages from the former location.

The required Police and Fire Department inspections will be scheduled if the Authority approves the change of location application.

All proper fees have been remitted to the City and State of Colorado.

Recommendation
Staff recommends approval of the request to change the liquor license location from 720 E. Highway 50 to 7595 W. Highway 50 for Little Cambodia, LLC.

Fiscal Impact
There is no fiscal impact

Motion
Following a public hearing on the matter, a Liquor Authority Member should state “I move to _____ a change of location request for Little Cambodia, LLC from 720 E. Highway 50 to 7595 W. Highway 50”, followed by a second and a roll call vote.

CERTIFICATE OF PUBLICATION

STATE OF COLORADO } SS
County of Chaffee

PROOF OF PUBLICATION

I, JAMES O'ROURKE Being first duly sworn according to law, on oath depose and say, that I am, and at all the times herein mentioned, was the publisher of the Mountain Mail and that said Mountain Mail is a weekly newspaper of general circulation, in said County and State, printed and published in the County of Chaffee and State of Colorado, and that copies of each number thereof are, and at all the times herein mentioned were, regularly distributed and delivered, by carrier or mail, to each of the subscribers said newspaper, in accordance with the customary method of business in newspaper offices.

That the annexed
PUBLIC NOTICE
FROM
CITY OF SALIDA
In the matter of
CHANGE IN LOCATION LIQUOR LICENSE LITTLE CAMBODIA

This a true copy of the original, and the same was regularly published in the newspaper proper and not in a supplement, for the full period of 1 INSERTIONS of said newspaper, and that the first publication was in the issue dated OCTOBER 31ST, 2025 and that the last publication of the same was in the issue dated OCTOBER 31ST, 2025 and the said Herald Democrat has been established, printed and published for the full period of fifty-two consecutive weeks, and continuously and uninterruptedly prior to the said date of the first publication of the notice aforesaid, in the County of Chaffee and State of Colorado, and is a newspaper duly qualified for the publishing of said notice within the meaning of an Act of the General Assembly of the State of Colorado, approved May 30th, 1923, and entitled "An act to Amend an Act Entitled 'An Act Concerning Legal Notices, Advertisements and Publications and the Fees of Printers and Publishers thereof, and to Repeal all Acts and Parts of Acts in Conflict with the Provisions of this Act'," and within the meaning of an Act amendatory thereof, approved May 18th, 1931 and entitled "An Act to Amend Section 4, of Chapter 139, Session Laws 'of Colorado, 1923, relating to Legal Notices and Advertisements," and within the meaning of any and all other Acts amendatory thereof or supplemental thereto. And further affiant saith not.

Pursuant to C.R.S. 24-70-103(5) this notice has also been posted online and available at: https://www.leadvilleherald.com and posted online and available at Colorado Press Association Network-Colorado Public Notice Database at: https://www.publicnoticecolorado.com.

James O'Rourke

The above certificate of publication was subscribed and sworn to before me by the above named James O'Rourke who is personally known to me to be the identical person described in the above certificate, on the 31st day of October, 2025 A.D.
FEIN # 92-1379977

Tomalee Young

Tomalee Young
NOTARY PUBLIC/STATE OF COLORADO
NOTARY ID #20034020559
My Commission Expires: July 15, 2027

TOMALEE YOUNG
Notary Public
State of Colorado
Notary ID # 20034020559
My Commission Expires 07-15-2027

PUBLIC NOTICE
PUBLIC NOTICE PURSUANT TO THE LIQUOR LAWS OF COLORADO

Notice is hereby given that an application has been presented to the City of Salida Local Liquor Licensing Authority for a Change of Location for the Hotel and Restaurant License at 720 E. Highway 50, Little Cambodia, LLC to 7595 W. Highway 50.
A hearing on the application received October 27, 2025 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, December 2, 2025 in the City Council Chambers, 448 East 1st Street, Salida, Colorado. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LOCAL LICENSING AUTHORITY
Kristi Keller, City Clerk

Published in The Mountain Mail October 31, 2025

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Little Cambodia, LLC Liquor License #03-22706

720 East Highway 50

Salida, CO 81201

HAS REQUESTED THE LICENSING OFFICIALS OF City of Salida

TO Change of Location for Liquor License #03-22706

LICENSE AT: Change location from 720 E. Hwy 50 to 7595 W. Hwy 50, Salida CO 81201

HEARING ON APPLICATION TO BE HELD AT:

City Council Chambers

448 E First Street, Ste. 190, Salida, CO 81201

TIME AND DATE: 6:00 pm December 2, 2025

DATE OF APPLICATION: October 27 , 20 25

BY ORDER OF: City of Salida

OFFICERS: Phanny Jones

COLORADO Department of Revenue Specialized Business Group - Liquor & Tobacco

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED

Instruction Sheet for Permit Application and Report of Changes

For All Sections, Complete Questions on Page 2

☐ **Section A**
To Register or Change Managers, check the appropriate box in section A and complete question 10 on page 6. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ **Section B**
For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 8 for Oath of Applicant signature.

☐ **Section C**
Check the appropriate box in section C and proceed below.

For a Retail Warehouse Storage Permit, go to page 4 complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

For a Wholesale Branch House Permit, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

To Change Trade Name or Corporation Name, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

To modify Premises, or add Sidewalk Service Area, go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

For Optional Premises go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).

To Change Location, go to page 5 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

Noncontiguous or Primary Manufacturing Location Change, go to page 6, and complete questions in the section. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer pursuant to section 44-3-402 or 44-3-403, C.R.S.

Campus Liquor Complex Designation, go to page 8 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature.

To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 8 and complete questions in the section.

DR 8442 (12/11/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a ○ Corporation ○ Individual ○ Partnership ☒ Limited Liability Company

License Number
03-22706

Name of Licensee
Alcohol Beverage License

Trade Name of Establishment (DBA)
Little Cambodia

Address of Premises (specify exact location of premises)
7595 W Hwy 50 Unit B

City	County	State	ZIP Code
Salida	Chaffee	CO	81201

Business Email Address	Business Phone Number
phannyjones@icloud.com	719-207-4406

Select the Appropriate Section Below and Reference the Instructions on Page 1.

Section A – Manager

✓ Manager's Registration (Hotel & Restaurant) $30.00

☐ Manager's Registration (Tavern) $30.00

☐ Manager's Registration (Lodging Facility) $30.00

☐ Manager's Registration (Entertainment Facility) $30.00

☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) ..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging Facility, Entertainment Facility, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

☐ Duplicate License $50.00

Section C

- ☐ Retail Warehouse Storage Permit (each) $100.00
- ☐ Wholesale Branch House Permit (each) $100.00
- ☐ Change Corporation or Trade Name Permit (each) $50.00
- ☒ Change Location Permit (each) $150.00
- ☐ Noncontiguous or Primary Manufacturing Location Change $150.00
- ☐ Change, Alter or Modify Premises ..... $150.00 x ☐ Total Fee: ☐
- ☐ Addition of Optional Premises to Existing Hotel/Restaurant ..... $100.00 x ☐ Total Fee: ☐
- ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex ..... $160.00 x ☐ Total Fee: ☐
- ☐ Campus Liquor Complex Designation ..... No Fee
- ☐ Sidewalk Service Area $75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

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 of Revenue may collect the payment amount directly from your bank account electronically.

Total Amount Due ..... $ ☐ . 00

Storage Permit

Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ **Retail Warehouse Permit for:**

☐ On–Premises Licensee (Taverns, Restaurants etc.)

☐ Off–Premises Licensee (Liquor stores)

☐ **Wholesalers Branch House Permit**

Address of Storage Premises

City | County | ZIP Code

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

☐ Change of Trade Name/DBA only

☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

New Trade Name

Old Corporate Name

New Corporate Name

Change of Location

Note to Retail Licensees: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority	Date of Hearing
October 27, 2025	December 2, 2025

Address of current premises.

Address: 720 E US Hwy 50

City	County	ZIP Code
Salida	Chaffee	81201

Address of proposed New Premises
(Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address: 7595 West Hwy 50 Unit B

City	County	ZIP Code
Salida	Chaffee	81201

New mailing address if applicable.

Address:

City	County	State	ZIP Code

Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- ◯ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); **or**
- ◯ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

Address of Location 1:

Address

City | County | ZIP Code

Address of Location 2:

Address

City | County | ZIP Code

Change of Manager

Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging Facility and Entertainment Facility liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

Change of Manager

Former Manager's Name

New Manager's Name

Date of Employment

Has manager ever managed a liquor licensed establishment?..... ◯ Yes ◯ No

Does manager have a financial interest in any other liquor licensed establishment?..... ◯ Yes ◯ No

If yes, give name and location of establishment

Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services I wish to designate my existing:

Liquor License Type

Liquor License Number

to a Campus Liquor Complex..... ○ Yes ○ No

Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

Address of Related Facility

Address

City

State

ZIP Code

Outlined diagram provided..... ○ Yes ○ No

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Print Name: Phanny Jones

Title: Owner

Electronic signature is not accepted, physical signature is required.

Date (MM/DD/YY): 10/16/25

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)

Date filed with Local Authority

Electronic signature is not accepted, physical signature is required.

Title

Date (MM/DD/YY)

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Electronic signature is not accepted, physical signature is required.

Title

Date (MM/DD/YY)

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

Note: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) **If the modification is temporary**, when will the proposed change:

Start (month/day/year) | End (month/day/year)

Note: The total state fee for temporary modification is $300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... ◯ Yes ◯ No

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws?..... ◯ Yes ◯ No

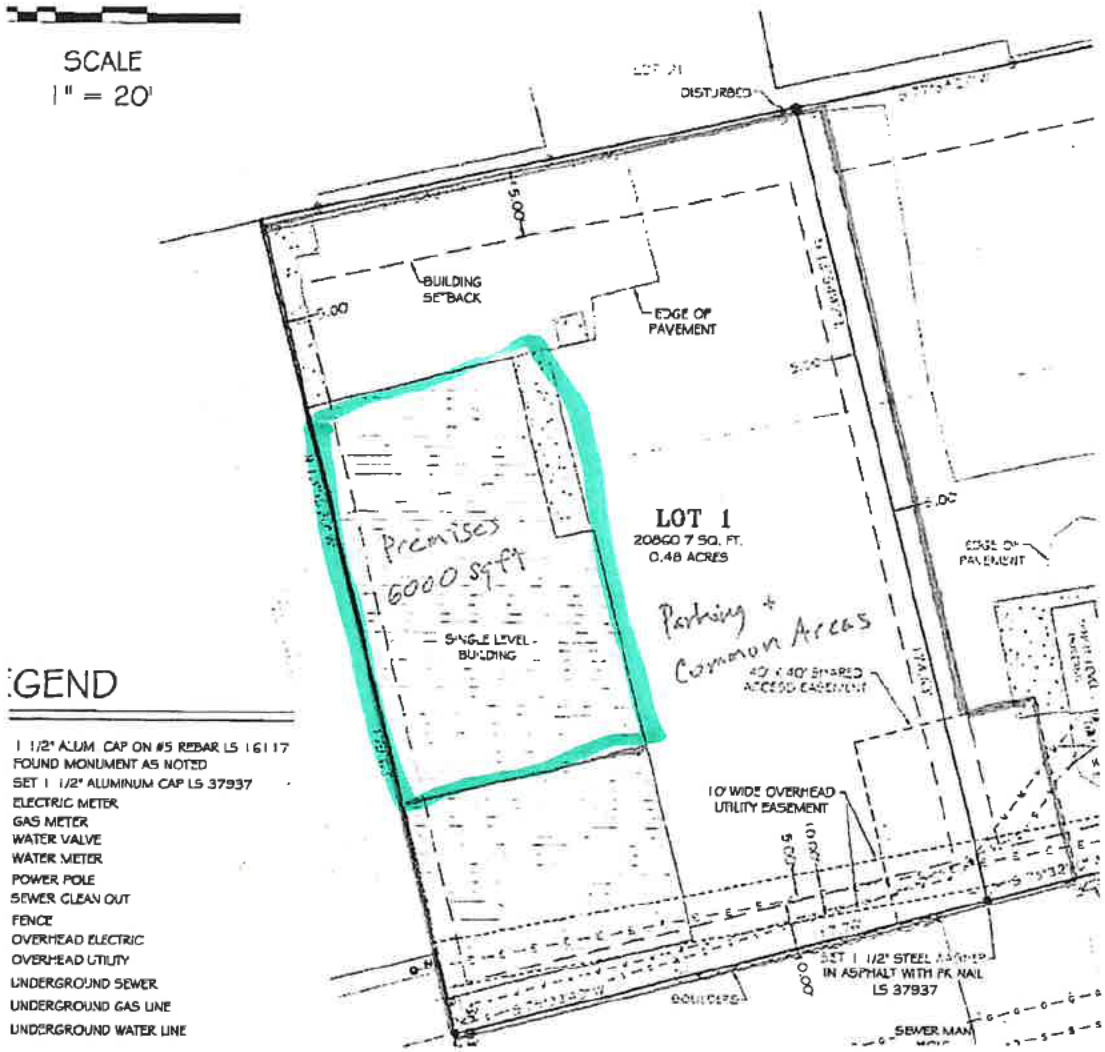
(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... ◯ Yes ◯ No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

EXHIBIT A


SCALE
1" = 20'
DISTURBED
BUILDING SETBACK
EDGE OF PAVEMENT
LOT 1
20860.7 SQ. FT.
0.48 ACRES
Premises
6000 sq ft
SINGLE LEVEL BUILDING
Parking + Common Areas
40' x 40' SHARED ACCESS EASEMENT
10' WIDE OVERHEAD UTILITY EASEMENT
EDGE OF PAVEMENT
SET 1 1/2" STEEL MARKER IN ASPHALT WITH PK NAIL LS 37937
BOULDERS
SEWER MAN
GEND
1 1/2" ALUM CAP ON #5 REBAR LS 16117 FOUND MONUMENT AS NOTED
SET 1 1/2" ALUMINUM CAP LS 37937
ELECTRIC METER
GAS METER
WATER VALVE
WATER METER
POWER POLE
SEWER CLEAN OUT
FENCE
OVERHEAD ELECTRIC
OVERHEAD UTILITY
UNDERGROUND SEWER
UNDERGROUND GAS LINE
UNDERGROUND WATER LINE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

LITTLE CAMBODIA LLC

is a

Limited Liability Company

formed or registered on 03/15/2011 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20111158070 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/24/2025 that have been posted, and by documents delivered to this office electronically through 09/28/2025 @ 13:28:14 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/28/2025 @ 13:28:14 in accordance with applicable law. This certificate is assigned Confirmation Number 17733500 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

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COMMERCIAL LEASE

This Lease is made to be effective the 19 day of September, 2025, between **PLAZA IN THE PINES, LLC,** a Colorado limited liability company of P.O. Box 1008, Salida, CO 81201, (herein "Lessor"), and **LITTLE CAMBODIA LLC**, a Colorado limited liability company, of 7595 W. US Highway 50 Unit B, Salida, CO 81201, (herein "Lessee"), as follows:

RECITALS

WHEREAS, Lessor is the owner of the developed property located at 7595 West Hwy 50, Salida, CO 81201 (herein referred to as the "Property") more particularly described as:

Lot 1, Rocky Mountain Plaza Minor Subdivision, according to the Plat filed in the Office of the Clerk and Recorder May 7, 2012 as Reception No. 399994, Chaffee County, Colorado; and;

WHEREAS, Lessee desires to lease a portion of the Property described as Unit B, herein referred to as the "Premises", for the purposes of operating and maintaining a restaurant as described herein; and

WHEREAS, the parties desire to enter into this Lease Agreement ("Lease") defining their respective rights, duties, obligations, and liabilities relating to the Premises and its use;

NOW THEREFORE, in consideration of the payment of rent and the performance of the covenants and agreements by the parties set forth below, the parties agree as follows:

1. **DESCRIPTION OF PREMISES.** Lessor leases to Lessee for Lessee's exclusive use Unit B consisting of approximately 6,000 square feet of the Building located at 7595 Highway 50 Salida, herein "Premises". The Premises and Common Areas are illustrated on the map attached hereto as Exhibit A. All existing kitchen equipment, televisions, cash register/computer, tables, and chairs which are the property of Lessor ("Lessor's Personal Property") shall be maintained in good condition and working order by Lessee at Lessee's cost and shall be delivered back to Lessor at the end of the Term in accordance with Section 25 herein.

2. **PURPOSE, USE AND CONDITIONS.** Lessee shall use the demised Premises for the purpose of operating and maintaining a restaurant. Lessee shall not use the Premises for any other purposes, without the prior written consent of Lessor, which consent may be withheld at the sole discretion of Lessor. Lessee also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or of the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises. Lessee shall neither use nor occupy, nor permit the use or occupancy of the Premises, or any part thereof, for any unlawful, disreputable, or hazardous purpose nor operate its business in a manner constituting a nuisance of any kind.

3. **COMMENCEMENT; TERM AND RENEWALS.** Lessor shall deliver the Premises to Lessee, in good and tenantable condition, on November 1, 2025 (the "Commencement Date"). Lessor warrants that, upon the Commencement Date, the Landlord's Personal Property, the Premises, and the plumbing, electrical, heating, swamp coolers, and ventilation systems, doors, fixtures,

equipment, heating ventilation, and other building systems serving the Premises (collectively, the "Building Systems") are in good working order sufficient for their intended purpose. The initial term of this Lease shall be a period commencing on the Commencement Date and terminating October 31, 2030 (the "Initial Term"). Lessee shall have an option to extend the Initial Term for two (2) additional terms of five (5) years (each, an "Extension Term", and together with the Initial Term, the "Term"), conditioned upon Lessee giving Lessor written notice at least ninety (90) days prior to the end of the Initial Term of Lessee's intent to extend. All terms and conditions of the Lease shall continue during the Extension Terms, except as set forth herein.

4. **RENTAL.** Monthly installments of rent shall be payable beginning on the Commencement Date in advance and without notice on the 1st day of each month at the office of Lessor at [redacted] or at such other place as Lessor from time to time designates in writing. The Gross Rent shall be [redacted] per month (the "Gross Rent"). The Gross Rent shall be inclusive of all real property taxes, property insurance premiums for the Building and Common Areas, Common Area maintenance and operating costs, (except for Lessee's duties with respect to the Common Areas described in Section 9C) and utilities and services for the Premises and Common Areas other than utilities that are separately metered to the Premises and used by Lessee. On each anniversary of the Commencement Date during the Initial Term and any Extension Term, annual Gross Rent shall increase by [redacted] per month for such year.

5. **LATE PAYMENT CHARGE.** In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Lessee. As set forth in Section 21A, Lessee shall be in default if Lessee fails to pay monthly rent within five (5) days of its due date.

6. **SECURITY DEPOSIT.** Lessee shall deposit the sum of $[redacted] with Lessor, to be paid on or before the Commencement Date, as security for the performance of Lessee's obligations under this Lease, including, without limitation, the surrender of possession of the Premises to Lessor as provided in this Lease. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall, upon demand, deposit with Lessor the amount so applied, so that Lessor shall have the full deposit on hand at all times during the Term of this Lease. The deposit will be returned to Lessee within thirty (30) days after the end of the Term if: (a) all obligations of Lessee have been performed, and (b) the Premises is not damaged and is left in its original condition, normal wear and tear excepted. Retention of said deposit shall not prevent Lessor from recovering additional damages. Lessee may not apply the deposit hereunder to the payment of Gross Rent reserved hereunder or the performance of other obligations. The Lessor may apply the deposit to cure any default under the terms of this Lease, including failure to pay rent or other charges, and shall account to the Lessee for the balance.

7. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

A. At no time shall Lessee make any alterations, additions, or improvements (collectively, "Alterations") in or to the demised Premises without a written proposal of such changes first being approved by the Lessor in writing. Said written proposal shall contain Lessee's promise to pay the full cost of the Alterations and shall delineate Lessee's need, the material composition, and the decorative coordination to be used. Lessee shall provide Lessor the names and addresses of all persons performing labor or furnishing skill, materials, machinery, or fixtures in the Alterations, as soon as those persons are known. Lessee shall give notice to the aforementioned persons that Lessor's interest shall not be subject to any liens

arising from any Alterations. Lessee shall not permit any contractor or subcontractor whose employees are not adequately covered by Workers' Compensation insurance to perform any work on or within the Premises and shall hold harmless and indemnify Lessor with respect to any and all claims of any and all persons who perform work or other services for or for the benefit of Lessee or Lessee's contractors or subcontractors.

B. Should any mechanic's lien be filed against the Premises as the result of any Alterations done by the Lessee at any time following Lessee's taking of possession, Lessee shall, within ten (10) days after demand by Lessor, cause said lien to be released.

C. Any approved Alterations thereafter shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building or any part thereof.

D. All work permitted hereunder shall be carried out and performed in accordance with requirements of applicable federal, state, and local statutes, laws, ordinance, codes, and regulations.

E. Subject to the requirements and restrictions set forth in the foregoing paragraphs A. through D. of this Section 7, Lessor shall not unreasonably withhold its approval of Alterations to the demised Premises requested by Lessee.

F. Any Alterations made by Lessee shall upon the termination of this Lease become the sole property of the Lessor, unless otherwise agreed in writing by the parties. Upon notice to Lessee and as a condition of approving Alterations, Lessor may require that the parties set forth in writing the conditions or restoration needed for removal of any such Alterations. In the absence of any such written agreement, all Alterations shall constitute the sole property of Lessor.

8. **FIXTURES**. Any fixtures installed as part of any Alterations and not removed by Lessee in accordance with Section 7F and which remain with the Premises upon termination shall be deemed to be the personal property of Lessor.

9. **LESSEE'S MAINTENANCE OBLIGATIONS.** Lessee shall, at Lessee's expense, keep the interior, non-structural portions of the Premises (including interior finishes, interior non-structural walls and partitions, floor coverings, interior doors and hardware, trade fixtures, swamp coolers, heating system, plumbing fixtures, grease traps, drain lines, equipment, Lessor's Personal Property, and Lessee's personal property) in a clean, safe, and sanitary condition and in good order and repair, and shall comply with all applicable laws, ordinances, orders, rules, and regulations of governmental authorities having jurisdiction with respect to Lessee's use and operations. All maintenance and repairs by Lessee shall be done promptly, in a good and workmanlike fashion. Specifically, Lessee shall maintain, at its expense, all plumbing fixtures, drains, service lines, drain lines, sewer lines, inside the Premises. Specifically, any and all costs of repair and damage to Lessor's Property or the Premises caused by a blockage, backup, or damage to the drains or sewer system, and leaks in waterlines, unless caused by the acts or omissions of Lessor, shall be the sole responsibility of Lessee.

A. Lessee shall also be responsible for the repair of damages which would

otherwise be Lessor's obligations under Section 10 hereof, if any damage or defect was caused by the negligence of Lessee or Lessee's employees, agents, contractors, customers, clients, or other invitees, or if the damage or defect is caused by or otherwise due to work performed by Lessee or Lessee's agents or contractors.

B. Lessee shall keep the interior of the Premises free from all litter, dirt, debris and obstructions and shall keep the Premises in a clean and sanitary condition as required by the ordinances of the City of Salida. Lessee, at Lessee's sole expense, shall also be responsible for trash removal and janitorial services in the Premises.

C. Lessee shall keep the Common Areas (defined in Section 10 below) free and clear of ice and snow and from all litter, dirt, debris and obstructions, and shall keep such areas in a clean and sanitary condition as required by the ordinances of the City of Salida in cooperation with other tenants in the Property and other parties using the Common Areas pursuant to that certain Easement Agreement recorded under Reception No. 399995 of the records of Chaffee County. Lessee shall not obstruct the Common Areas and shall promptly notify Lessor of any condition in the Common Areas requiring attention.

D. Lessee agrees to return the Premises at the end of the Term, including all fixtures and Alterations, in the same condition as at the beginning of this Lease and in good working order subject to normal wear and tear.

10. **LESSOR'S MAINTENANCE OBLIGATIONS**. Lessor shall be solely responsible, in consideration of Lessee's payment of the Gross Rent, for the maintenance, repair, replacement and restoration of the structure, foundations, roof, exterior walls, and all building systems serving the Premises, including the Building Systems, except as set forth above in Section 9, as well as all landscaping and all Common Areas, except those duties of Lessee with respect to the Common Areas described above in Section 9C, and except to the extent any repair, replacement or restoration is necessitated by the negligence or willful misconduct of Lessee or Lessee's employees, agents, contractors, customers, clients, or other invitees. Lessee shall reasonably cooperate with Lessor in the use of the Common Areas and comply with reasonable, nondiscriminatory rules and regulations applicable thereto.

For the purposes of this Lease, the term "Common Areas" means the driveways, parking areas, service areas, exterior sidewalks and landscaped areas on the Property, including common driveways and parking areas subject to that certain Easement Agreement recorded under Reception No. 399995 of the records of Chaffee County, which is an access and utility easement shared with the adjoining property to the east.

11. **UTILITIES.** All applications and connections for any utilities or services that are separately metered to, or provided directly to and used exclusively by, Lessee (e.g., trash service for the Premises, gas, electricity, water and sewer, telephone and telecommunications) shall be made in the name of Lessee only. Lessor shall furnish and pay for all utilities and services to the Premises and Common Areas that are not separately metered to Lessee, and such costs shall be included in Gross Rent. If the Lease is terminated, Lessee shall be solely liable for the payment of all charges for utilities and services that are separately metered to, or provided directly to and used exclusively by, Lessee.

12. **TAXES.**

A. Lessee's Taxes. During the Term, Lessee shall pay in full, as and when the same become due and payable, all personal property taxes levied on or with respect to Lessee's personal property located in or used in connection with the Premises, and all sales, use, and other taxes levied on or in connection with the operation of Lessee's business in the Premises.

B. Real Property Taxes. Lessor shall be responsible for and shall timely pay all real property taxes and assessments levied against the Property, which includes the Premises, and such amounts are included in Gross Rent and shall not be passed through to Lessee.

13. **SIGNS.** Lessee shall at no time build, construct, erect, attach, or hang signs in the absence of Lessor's prior written consent, which will not be unreasonably withheld. All permitted signs must be erected and maintained in accordance with the provisions of applicable federal, state, and local law, rules, and regulations.

14. **PARKING.** Lessee shall be entitled to non-exclusive use of the parking areas by Lessee and its, agents, guests and invitees. Lessee's employees shall not camp overnight in vehicles in the parking lot or anywhere on the Property. Lessee will not permit employees to park in the designated handicapped parking spaces unless they are handicapped and display proper permits.

15. **OTHER COVENANTS OF LESSEE.**

A. Compliance with Insurance Requirements. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks, or which might result in cancellation of any such insurance.

B. No Waste or Impairment of Value. Lessee covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.

C. No Nuisance, Noxious or Offensive Activity. Lessee covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.

D. No Unsightliness. Lessee covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, or waste shall be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises; no storage of abandoned vehicles shall be permitted on the Premises; and no vehicles shall remain parked on the Premises longer than that period of time which is reasonably required to service or repair said vehicles, and in no event longer than seventy-two (72) hours.

E. Environmental Compliance and Indemnity. Lessee covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal,

state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 et seq, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Lessee shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Lessee agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up-related activities and all other appropriate remedial action. Lessee covenants and agrees to protect, indemnify and save Lessor harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Lessor resulting from any failure to comply with the provisions of this Section 15E. Lessor shall have the right to defend itself in any action, suit or proceeding commenced against Lessor as a result of Lessee's violation of or failure to comply with the provision of this Section 15E., with attorneys and, as necessary, technical consultants chosen by Lessor, and Lessee agrees to pay to Lessor all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Lessor. The provisions of this Section 15E. shall survive the expiration or termination of this Lease.

F. OFAC Compliance. Lessee represents and warrants to Lessor that Lessee is currently in compliance with and shall at all times during the term of this Lease (including any further extensions or renewals) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

G. No Security Interest. Lessee agrees and warrants that no security interest will or may be granted with respect to any fixture of Lessor or Lessor's Personal Property physically attached to the Premises at any time during the term hereof.

H. Dogs. Lessee's employees shall not leave dogs unattended in vehicles on the Premises or anywhere on Lessor's Property.

I. Smoking. Smoking anywhere on the Premises or Lessor's Property shall be prohibited.

16. **CONDITION OF THE PREMISES**. The taking of possession of the Premises by Lessee shall constitute Lessee's acknowledgment that it has had an opportunity to inspect the Premises. Lessee shall be permitted to make a final walk-through inspection of the Premises prior to

its taking possession thereof.

17. **ADJACENT PROPERTY ATTACHMENT**. Lessee hereby consents to the attachment or connection to the Building of any permanent or temporary structure which may be constructed or placed on the Property immediately adjacent to the Premises, provided that any such attachment or connection does not unreasonably interfere with or disturb the operation of Lessee's use and occupancy of the Premises as permitted hereunder.

18. **ACCESS AND QUIET ENJOYMENT.** Lessor warrants that Lessee shall have peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided for herein, and otherwise fully and punctually performs the terms and conditions hereof.

19. **RESERVATIONS AND INSPECTION BY LESSOR.** Lessor or its agents shall have the right upon 24 hours' prior notice during business hours (except in emergencies) to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof. Lessor may show the Premises to prospective purchasers and mortgagees, and during the three months prior to expiration of the Term, to prospective tenants, during business hours upon reasonable notice to Lessee. Lessor shall have the right to perform construction, renovation, repair, or maintenance activities in or adjacent to the Premises; provided, however, that any such activities undertaken by Lessor or its agents shall be conducted in a manner that does not unreasonably interfere with or interrupt Lessee's use, occupancy, or the conduct of business in the Premises. Lessor agrees to use commercially reasonable efforts to minimize noise, dust, vibration, and other disruptions, and to schedule any disruptive work, to the extent reasonably practicable, outside of Lessee's regular business hours. If Lessor is unable to avoid performing disruptive work during business hours, Lessor shall provide Lessee with advance written notice and shall use all reasonable efforts to minimize the duration and impact of such work.

20. **LIABILITY OF LESSOR, INDEMNIFICATION, AND INSURANCE.**

A. Except as otherwise provided herein, Lessee shall be in exclusive control and possession of the Premises from the Commencement Date until the expiration of the Term. Lessor shall not be liable for any injury or damages to any property or to any person on or about the Premises nor for any injury or damage to any property of the Lessee, except to the extent caused by the negligence or willful misconduct of Lessor or its agents, or Lessor's breach of this Lease. Lessor shall not be liable to Lessee for any entry on the Premises for inspection or repair purposes made in accordance with this Lease and applicable law.

B. To the fullest extent permitted by applicable law, Lessee shall hold harmless and indemnify Lessor from and against all expenses, liabilities, and claims of every kind and character, including reasonable attorneys' fees and court costs, incurred, raised, or brought by or on behalf of any person or entity arising out of either: (1) a failure by Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the Premises, except for injury or damage caused solely by the actions or inactions of Lessor, (3) Lessee's failure to comply with any law of any governmental authority, or (4) any mechanic's lien pertaining to work, services, or materials contracted for by Lessee or security interest filed against the Premises or equipment, materials, or alterations of buildings or improvements thereon which pertain to any indebtedness incurred by Lessee.

C. Lessee shall insure all building materials, supplies, personal property, furnishings, equipment, inventory, and records that it uses or stores on the Premises at any time following the execution hereof against fire and other hazards and shall promptly furnish proof of such insurance coverage to Lessor. Lessor shall not be an additional insured under such first-party property policies; provided, however, that with respect to any Lessee-installed improvements that become part of the Premises, Lessor may be named as a loss payee as its interests may appear.

D. Lessee shall obtain and maintain prior to taking possession of the Premises and at all times thereafter during the Term hereof, including any Extension Term, insurance against liability for bodily injury and property damage, all to be in amounts and in forms of insurance policies customary for similarly situated tenants in comparable properties and reasonably required by Lessor, with policy limits in an amount not less than $1,000,000.00 for death, illness or injury to one or more persons, and $1,000,000.00 for property damage, in respect of each occurrence. Lessee shall provide Lessor with certificates evidencing such insurance coverage before performing any work within the Premises. Lessor shall be named as an additional insured under such policies. Such policies must provide coverage with respect to Lessee's operations and occupancy of the Premises (including Lessee's use of the Common Areas).

E. Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Lessor, and shall require at least thirty (30) days written notice to Lessor of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Lessor and all individuals and entities for whom Lessor is responsible in law. Lessee shall deliver to Lessor, on the Commencement Date of the Term of this Lease and on each anniversary thereof, certified copies or other evidence of such policies, or other evidence satisfactory to Lessor that all premiums thereof have been paid and that the policies are in full force and effect.

F. Lessor shall maintain at all times during the Term of this Lease property insurance for the Building and the Common Areas against fire and casualty and other risks of direct physical loss (including extended coverage) in such amounts as Lessor reasonably determines. Such insurance shall be maintained at Lessor's sole cost and expense and shall not be billed to Lessee as a separate charge.

G. In the event the Premises shall be damaged by fire or other casualty during the Term of the tenancy, in a manner rendering all or a part of the Premises unusable for the intended purpose under this Lease, Lessor shall, at its expense (conditioned upon availability of insurance proceeds), diligently repair and restore the Premises (including Building Systems serving the Premises) to substantially the condition existing immediately prior to such casualty, except for Lessee's personal property and trade fixtures; provided, however, the parties shall be entitled to exercise the following options:

(1.) Lessor may repair the Premises at its own expense. Lessor shall be entitled to reimbursement from insurance proceeds from any casualty insurance for the Premises paid as a result of such damage to the Premises. If the casualty insurance policy was

maintained by Lessee, Lessor shall be entitled to reimbursement not to exceed the total cost of repair to the Premises.

(2.) If Lessor does not elect to repair the damaged portions of the Premises, by giving written notice of its intent to make the repairs to the other, within thirty (30) days following the date of the damage by fire or other casualty, or if the damage to the Premises cannot be substantially repaired within one hundred twenty (120) days following the date when the Premises were damaged, Lessee or Lessor shall be entitled to declare this Lease terminated, and the parties shall have no further obligations hereunder.

H. Except in cases where the damage to the Premises was proximately caused by the negligent actions or omissions of Lessee, or its employees, agents, customers, clients, or invitees, Lessee shall be entitled to an abatement of Lessee's obligation to pay rent hereunder as to so much of the Premises as are rendered unusable for their intended purpose under this agreement as a result of fire or other casualty for so long as the Premises remain unusable.

21. **DEFAULT AND REMEDIES.** Each of the following events shall constitute a default or breach of this Lease by Lessee:

A. If Lessee fails to pay Lessor such monthly rent within five (5) days of its due date, subject to the late charges set forth in Section 5.

B. If Lessee fails to perform or comply with any of the other terms or conditions of this Lease and if the breach or nonperformance continues for a period of ten (10) days after written notice thereof is given by Lessor to Lessee.

C. If Lessee vacates or abandons the Premises for more than two (2) weeks.

D. If this Lease or the estate of Lessee hereunder is transferred to or shall pass to any other person or party, except in the manner and to the extent herein permitted.

E. Lessee shall be in default in the event any lien is placed on the Premises, whether voluntarily by Lessee or by any creditor, taxing authority, or any party whatsoever in connection with the operation of Lessee's business.

F. In the event of any default hereunder by Lessee, as set forth above, the rights of Lessor shall be as follows:

(1.) Lessor shall have the right to cancel and terminate this Lease, as well as all of the right and interest of Lessee hereunder, by giving to Lessee not less than three (3) days' notice of the cancellation and termination in accordance with Colorado law and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to the Lessee, without prejudice to any claim for rent or for the breach of the covenants hereof.

(2.) Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term or condition required hereby to be

performed by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of default.

22. **LIEN.** Lessor shall have at all times a valid lien for all sums of Gross Rent due hereunder from the Lessee upon all of the personal property of the Lessee situate in the Premises, which lien shall be, and is hereby, subject and subordinate in all respects to any prior perfected security interests or liens of Lessee's secured lenders in such personal property. Lessee's personal property shall not be removed therefrom without the consent of the Lessor until all arrearages in Gross Rent shall have first been paid and discharged.

23. **REMEDIES CUMULATIVE**. No reference to nor exercise of any specific right or remedy by Lessor shall prejudice or preclude Lessor from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Lessor may from time to time exercise any one or more of such remedies independently or in combination.

24. **ATTORNEY FEES.** In the event there is controversy or dispute regarding this Agreement and/or any related documents and the parties are unable to settle the controversy or dispute through mediation or otherwise, the prevailing party in any administrative or legal action shall be entitled to recover from the breaching party all reasonable attorney's fees actually incurred, together with costs, including mediation fees. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

25. **SURRENDER AND POSSESSION.** Lessee shall, on the last day of the Term or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Lessor, including all buildings, additions, keys and security codes, and improvements constructed and placed thereon by Lessee including Lessor's Personal Property, except Lessee's personal property, all in good condition and repair, normal wear and tear excepted. Any personal property belonging to Lessee, if not removed at or before the termination or forfeiture date, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefor. Lessor may at its option remove such personal property from the Premises and store it at the risk and expense of Lessee. Lessee shall repair and restore all damage to the Premises caused by the removal of equipment and other personal property or be liable for the costs incurred in such repair or restoration. Lessee shall deliver the Premises back to Lessor in substantially the same condition as exists on the date on the execution of this Lease, normal wear and tear excepted. Upon termination of this Lease at any time for any reason, Lessee shall not have the right to remove from the Premises any leasehold improvements, including fixtures physically attached to any portion of the Premises, unless otherwise agreed in writing by the parties pursuant to Section 7F.

26. **HOLDING OVER.** It is mutually agreed that if, after the expiration of this Lease, the Lessee shall remain in possession of the Premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder, payable in advance on the 1st day of each calendar month. Any month-to-month tenancy or tenancy at sufferance hereunder shall be

subject to all other terms and conditions of this Lease and nothing contained in this Section 26 shall be construed to alter or impair any of Lessor's rights of re-entry or eviction or constitute a waiver thereof.

27. **ASSIGNMENT AND SUBLEASE.** Lessee may not assign or sublease any interest in the Premises without the prior written consent of Lessor. Lessee and all guarantors shall remain responsible for the lease payments under any approved sublease agreement. Nor shall any assignment for the benefit of creditors or by operation of law be effective to transfer any rights to the said assignees without the prior written consent of the Lessor first having been obtained. The sale of a 30% or greater interest of shares in the corporate entity of Lessee shall be considered a prohibited assignment under this Section 27.

28. **LESSOR'S ASSIGNMENT**. Lessor may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Lessor from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this lease, express or implied, and Lessee shall thereafter look solely to Lessor's successor in interest in and to this Lease. This Lease shall not be affected by any such assignment, and Lessee shall attorn to Lessor's successor in interest thereunder.

29. **SUBORDINATION AND ATTORNMENT.**

A. Subordination. Upon the written request of Lessor or any mortgagee, Lessee will in writing subordinate its rights under this Lease to the lien of any mortgage or deed of trust now or hereafter in force against the Premises, the Building, or the underlying land, and to all advances made or hereafter to be made upon the security thereof, and to all extensions, modifications, and renewals thereunder. Lessee shall also, upon Lessor's request, subordinate its rights under this Lease to any ground or underlying lease which may now exist or hereafter be executed affecting the Building and/or the underlying land. Lessee shall have the right to condition its subordination upon the execution and delivery of an attornment and nondisturbance agreement, as described in Section 29B, between the mortgagee or the lessor under any such ground or underlying lease and Lessee. Lessee shall not subordinate its rights hereunder to any lien other than that of a first mortgage or first deed of trust, except with the prior written consent of the mortgagee holding such first mortgage or deed of trust.

B. Attornment. Upon the written request of the Lessor or any mortgagee or any lessor under a ground or underlying lease, Lessee shall attorn to any such mortgagee or lessor, provided such mortgagee or lessor agrees that if Lessee is not in default under this Lease, Lessee's possession of the Premises in accordance with the terms of this Lease shall not be disturbed. Such agreement shall provide, among other things, (1) that this Lease shall remain in full force and effect, (2) that Lessee shall pay rent to said mortgagee or lessor from the date of said attornment, (3) that said mortgagee or lessor shall not be responsible to Lessee under this Lease except for obligations accruing subsequent to the date of such attornment, and (d) that Lessee, in the event of a foreclosure or a deed in lieu thereof or a termination of the ground or underlying lease, will enter into a new lease with the mortgagee, lessor, or other person having or acquiring title on the same terms and conditions as this Lease and for the balance of the Term.

C. Nonmaterial Amendments. If any lender should require as a condition of loans

secured by a lien on the Premises, the Building, or the land underlying the Building any modification of this Lease, Lessee will approve and execute any such modifications promptly after request, provided no such modification shall relate to the rent payable hereunder, the length of the Term, or otherwise materially change the rights or obligations of Lessor or Lessee.

30. **SUCCESSORS.** Subject to the restrictions of Section 27 above, the covenants and agreements contained within this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.

31. **CONDEMNATION.** In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Lessor hereunder, the Lessee waiving all right to any such payments.

32. **LESSEE'S BANKRUPTCY OR INSOLVENCY.** It is further agreed between the parties hereto that if the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if the Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Lessee, whether under the operation of the state or the federal statutes, then and in any such case, the Lessor may at its option immediately, with or without notice (notice described in Section 21 above being expressly waived), terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of the Lessee hereunder.

33. **WAIVER.** No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Lessee or acceptance by Lessor, of a lesser amount than due shall be treated only as a payment on account.

34. **SEVERABILITY.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as though such invalid agreements or covenants are not contained herein.

35. **NOTICES.** All notices required to be given in this Lease shall be in writing deposited in the United States Mail, certified or registered, with postage prepaid, and addressed to the parties at their respective addresses set forth herein, or notices may be delivered by e-mail or other electronic delivery with verified receipt, or maybe hand-delivered to the principal office of the party, or hand delivered to a principal or manager of the party.

36. **MEMORANDUM OF LEASE**. Lessee agrees, from time to time, to complete and execute a memorandum of lease for filing with the Department of Revenue, State of Colorado, in compliance with Sections 39-22-604, 39-26-117, and 39-26-205, C.R.S., or similar laws.

37. **TIME IS OF THE ESSENCE**. The parties hereto agree that time is of the essence of this Lease.

38. **ESTOPPEL**. Lessee shall, at any time and from time to time, upon not less than ten (10) days' prior notice from Lessor, execute, acknowledge and deliver a written statement ratifying

this Lease and certifying any information concerning Lessee's lease and occupancy of the Premises reasonably required by Lessor.

39. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Colorado. All questions in dispute under this Lease between the parties shall be settled with exclusive venue in Chaffee County, Colorado.

40. **COUNTERPARTS.** This Lease may be executed in counterparts, in which case each such counterpart shall be construed as an original. Facsimile signatures shall be equally as binding as original signatures.

41. **INDEPENDENT COUNSEL.** The parties acknowledge and agree that Powell & Murphy, P.C. represents Lessor. Lessee is advised to seek independent counsel if so desired.

42. **ENTIRE AGREEMENT.** This Lease sets forth all the covenants, provisions, agreements, conditions, and understandings between the parties, and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them. Any modifications of this Lease must be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

LESSOR: PLAZA IN THE PINES, LLC

By: _____ Date: 9-29-25
Samuel L. Mick, Manager

LESSEE: LITTLE CAMBODIA LLC

By: _____ Date: 9/29/25
Phanny Jones, Manager

GUARANTY: The undersigned hereby unconditionally guarantees, jointly and severally with all other guarantors, the payment by and performance of the obligations of LITTLE CAMBODIA LLC, as Lessee under the above Lease.

_____ Date: 9/29/25
Phanny Jones, individually

Guarantor's Address: _____, Salida, CO 81201

CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	December 2, 2025

AGENDA ITEM

Resolution 2025-53, A Resolution of the City Council for the City of Salida, CO, Declaring December 9, 2025 as ChaffeeGIVES Day.

BACKGROUND

Each year the Chaffee County Community Foundation hosts ChaffeeGIVES, an annual day of giving that encourages residents, businesses and community organization to invest in the sustainability and growth of vital non-profit services in the community. Since 2018, ChaffeeGIVES has generated of $1.5 million for more than 80 local non-profits.

This year, CCCF has asked each jurisdiction to proclaim December 9, 2025 as ChaffeeGives Day.

RECOMMENDATION

Staff recommends Council approve this Resolution.

FISCAL IMPACT

There is no fiscal impact.

MOTION

A City Councilmember should state, “I move to approve Resolution 2025-53, A Resolution of the City Council for the City of Salida, CO, Declaring December 9, 2025 as ChaffeeGIVES Day, followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 53
(Series of 2025)

A Resolution of the City Council for the City of Salida, CO, Declaring December 9, 2025 as ChaffeeGIVES Day

WHEREAS, nonprofit organizations are essential to the health and vitality of Chaffee County, providing critical services, fostering community well-being, supporting education, protecting the environment, and enriching our cultural life; and

WHEREAS, the Chaffee County Community Foundation (CCCF) hosts ChaffeeGIVES, an annual day of giving that encourages residents, businesses, and community organizations to invest in the sustainability and growth of these vital nonprofit services; and

WHEREAS, *ChaffeeGIVES Day* aligns with the statewide **Colorado Gives Day** campaign, a movement that inspires generosity across Colorado and highlights the power of local philanthropy to strengthen communities; and

WHEREAS, since its launch in 2018, *ChaffeeGIVES* has generated over **$1.5 million** for more than **80 local nonprofit organizations**, demonstrating the significant impact that coordinated community giving can have on the well-being of Chaffee County residents; and

WHEREAS, supporting local nonprofits through *ChaffeeGIVES* ensures that our community can continue to respond to urgent needs, promote equity, nurture talent, preserve natural resources, and cultivate opportunities that improve the quality of life for all residents; and

WHEREAS, the City of Salida recognizes that a thriving nonprofit sector is a cornerstone of a resilient and vibrant community and applauds the efforts of CCCF and participating organizations to engage residents in meaningful giving.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:

December 9, 2025 will be observed as ChaffeeGIVES Day and encourages all residents, businesses, and community partners to participate, celebrate the impact of local non-profits, and contribute to sustaining the programs and services that make Chaffee County a stronger, healthier and more connected community.

RESOLVED, APPROVED AND ADOPTED this ____ day of _____, 20__.

CITY OF SALIDA, COLORADO

By_____

Justin Critelli, Mayor

[SEAL]

[ATTEST]_____

City Clerk/Deputy City Clerk

City Council Action Form

Department	Presented By	Date
Community Development	Kristen Hodges - Associate Planner	December 2, 2025

Agenda Item

Resolution 2025-54: A Resolution of the City Council for the City of Salida, Colorado Amending the Development Agreement for the Jane's Place Planned Development.

Background

The Jane's Place Planned Development (PD), developed by Chaffee Housing Authority (CHA), was approved by City Council via Ordinance 2021-08. The associated Jane's Place Development Agreement was approved by City Council on September 9, 2022 via Resolution 2022-42, following recommendation of approval by Planning Commission. The project contains 4 buildings and 17 units on a .46-acre property. The development comprises rental units focused on workforce & transitional housing and small-scale commercial uses. The project is currently nearing the end of the construction phase, and CHA is working to lease up the units.

The original PD Plan's "Inclusionary Housing" notes need updates to reflect changes that emerged during the project's evolution, including revised unit allocations and newly applied grant requirements. Since the PD and associated agreement were approved, CHA has secured a Department of Local Affairs (DOLA) Transformation Affordable Housing Grant (TAHG), which defines Area Median Income (AMI) thresholds differently than the original terms. To align the agreement with CHA's current pro forma and the grant's requirements, CHA proposed a first amendment to the PD Plan. Insubstantial Modifications to a PD Plan are reviewed and approved administratively. The application has been approved by City Administrator, Christy Doon.

Any time a PD Plan is amended, the Development Agreement (reviewed and approved by City Council) must also be updated to reflect relevant changes. Primarily, the changes are found in 8.2, outlining the Use Covenant & Regulatory Agreement that requires 12 units to be income restricted at equal to or less than 100% of Chaffee County AMI and permits 5 units to be unrestricted. The agreement matches the grant affordability period of 30 years commencing at closing of the DOLA grant project, expected in early 2026. The agreement also clarifies that after the 30-year period, the project shall meet the Inclusionary Housing requirements of the Salida Municipal Code, in effect at the time of the property conveyance, unless otherwise waived by the City Council.

As there is a proposed change to the Development Agreement, the remaining content of the agreement should be updated where necessary. CHA seeks flexibility in the unbundled parking portion of the agreement, so section 5.23 has been updated to not require charging separately for parking. The project has also had construction delays, so Section 6 Construction Schedule is also being updated to more accurately reflect construction durations and completion dates.

Recommendation

The proposed changes to the Development Agreement reflect the approved PD Plan changes and support both CHA's and the City's objectives to provide affordable housing opportunities and promote project success. Staff supports these changes and recommends approval.

Fiscal Impact

There is no fiscal impact.

Motion

A City Councilmember should state “I move to _____ Resolution 2025-54 Amending the Development Agreement for the Jane’s Place Planned Development”, followed by a second and a roll call vote.

Attachments:

- Application materials
- Resolution 2025-54
- Amended Development Agreement
- Resolution 2022-42 (Original) Development Agreement
- Recorded Development Plan (marked up to show approved changes)

GENERAL DEVELOPMENT APPLICATION

448 East First Street, Suite 112
Salida, CO 81201
Phone: 719-539-4555 Fax: 719-539-5271
Email: planning@cityofsalida.com

1. TYPE OF APPLICATION (Check-off as appropriate)

- ☐ Annexation
- ☐ Pre-Annexation Agreement
- ☐ Appeal Application (Interpretation)
- ☐ Certificate of Approval
- ☐ Creative Sign Permit
- ☐ Historic Landmark/District
- ☐ License to Encroach
- ☐ Text Amendment to Land Use Code
- ☐ Watershed Protection Permit
- ☐ Conditional Use

- ☑ Administrative Review: (Type) Insubstantial Modification to a Planned Development
- ☐ Limited Impact Review: (Type)_____
- ☐ Major Impact Review: (Type)_____
- ☐ Other:_____

2. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: Marjo Curgus, CHA Executive Director

Mailing Address: PO Box 472

Telephone Number: (505) 699-8532 FAX: _____

Email Address: marjo@chaffeehousingauthority.org

Power of Attorney/ Authorized Representative: _____
(Provide a letter authorizing agent to represent you, include representative's name, street and mailing address, telephone number, and FAX)

B. Site Data

Name of Development: Jane's Place

Street Address: 302 W. CO 291

Legal Description: Lot_____ Block _____ Subdivision_____ (attach description)

Disclosure of Ownership: List all owners' names, mortgages, liens, easements, judgments, contracts and agreements that run with the land. (May be in the form of a current certificate from a title insurance company, deed, ownership and encumbrance report, attorney's opinion, or other documentation acceptable to the City Attorney)

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent_____ Date 11/24/2025

Signature of property owner_____ Date 11/24/2025

ADMINSTRATIVE REVIEW &
ADMINISTRATIVE CONDITIONAL USE
APPLICATION FORM

448 East First Street, Suite 112
Salida, CO 81201
Phone: 719-530-2626 Fax: 719-539-5271
Email: planning@cityofsalida.com

A. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: Chaffee Housing Authority, Marjo Curgus, Executive Director

Mailing Address: PO BOX 472

Telephone Number: (505) 699-8532 Email Address: marjo@chaffeehousingauthority.c

B. Code Information

Code Section Requesting Administrative Approval From: Section 16-3-140

C. Site Data

Street Address: 302 W. CO 291, Salida, CO

Zone District: C-1 Overlay District: HWY 291 Established Commerci

B. DEVELOPMENT PROCESS (City Code Section 16-3-60)

1. Pre-Application Conference. Optional.
2. Submit Application.
3. Staff Review.

C. APPLICATION CONTENTS (City Code Section 16-3-70)

1. **General Development Application**
2. **Administrative Review Application**
3. **Development Plan.** A conceptual plan of the proposed development which may be a freehand drawing of the proposed development showing existing and proposed features, buildings, roads, alleys, utilities, etc. which are relevant to the review of the application.
4. **Proof of Ownership.** Proof of ownership of the land proposed for development.
5. **Other Information**. Staff may request additional information as deemed necessary to evaluate the impacts of the application.
6. **Application Fee** $_____, cash or check made out to City of Salida.

D. DESCRIPTION OF PROPOSAL (If necessary, attach additional sheets)

1. **Written statement.** Describe how you meet the standards of the code section:

Chaffee Housing Authority (CHA) is seeking an amendment to the recorded Development Agreement for Jane's Place Planned Development, adopted 9/21/2022 (Resolution No. 42), and to the corresponding Jane's Place Planned Development Plan map which includes Planned Development Agreement Notes.

Requested changes to the Development Agreement include:

1) Section 3.1 Jane's Place Planned Development - text amendment to the purpose
2) Section 8.1 Affordable Housing - text amendment to the methodology for determining rents
3) Section 8.2 Affordable Housing - text amendment to the methodology for determining rents.

Requested changes to the Planned Development Plan map includes amendments to the Planned Development Notes on the cover page including:
1) Note #1 - text amendment to methodology for determining rents
2) Note #5 - text amendment to the reference to the unbundled parking plan requirement to charge for parking

CHA is requesting these modifications due to the evolution over the course of the project's development including both the allocation of housing units for specific dedicated uses and grant restrictions that are required by a Department of Local Affairs (DOLA) housing grant. The Jane's Place project supports two nonprofit uses (The Nonprofit Hub and Achieve Coffee Shop) in Building 4 as well as 4 apartments dedicated to emergency, gap, and temporary housing for unsheltered families, seniors, and workforce in Building 1. Additionally, in Building 2, one apartment is serving incomes at 30% of Chaffe County AMI. The remaining 12 apartments are for workforce earning 70-110% AMI. Jane's Place will serve households from 0 - 110% of Chaffee County AMI.

In 2024, CHA received a $1.287M Transformational Affordable Housing Grant (TAHG) which was awarded in 2025 to pay for construction. The grant includes a Use Covenant & Regulatory Agreement that restricts 12 of the total 17 units at Jane's Place to incomes that are equal to or under 100% of Chaffee County Area Median Income. A use covenant will be filed on the property with the Chaffee County Assessors following the completion of construction and the close out of the grant.

The proposed changes to the Development Agreement and Jane's Place Planned Development Plan will align the affordability definition and methodology with the DOLA TAHG Use Covenant & Regulatory Agreement.

City of Salida, Colorado
Resolution No. 54
Series of 2025

A Resolution of the City Council of the City of Salida, Colorado, Amending Resolution 2022-42 Approving the Development Agreement for the Jane's Place Planned Development.

WHEREAS, the property owner, Chaffee Housing Authority ("Developer") is the owner of the proposed Jane's Place Planned Development; and

WHEREAS, on June 1, 2021 the City Council approved Ordinance No. 2021-08 for the Jane's Place Planned Development which consists of four (4) buildings and seventeen (17) units on the .46-acre lot ("Property") to be used for transitional housing and possibly small-scale commercial use; and

WHEREAS, on September 6, 2022 the City Council approved Resolution 2022-42 for the Development Agreement for the Jane's Place Planned Development.

WHEREAS, the Administrator approved an Insubstantial Modification to the Planned Development known as Jane's Place Planned Development Amendment 1, found at Reception Number _____; and

WHEREAS, the Developer has proposed updates to the Development Agreement to reflect the Jane's Place Planned Development Amendment 1 changes.

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

1. The Development Agreement for the Jane's Place Planned Development, approved by Resolution 2022-42, is hereby amended with the proposed changes:
2. Section 3.1 Jane's Place Planned Development & Section 8 Affordable Housing to provide 12 units shall be income restricted equal to or less than 100% of Chaffee County AMI and 5 units unrestricted; and gross rents shall not exceed 30% of the imputed income limitation applicable to designated units.
3. Section 5.23 Parking, to remove the requirement to charge for parking.
4. Section 6 Construction Schedule, as outlined in the Exhibit C in the Development Agreement.

Resolved, Approved and Adopted this 2nd day of December 2025.

City of Salida, Colorado

EXHIBIT A

DEVELOPMENT AGREEMENT AMENDMENT 1
(Jane's Place PD)

THIS DEVELOPMENT AGREEMENT AMENDMENT 1 (the "Agreement") is made and entered into this _____ day of _____, 2025~~2~~, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and CHAFFEE HOUSING AUTHORITY ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

1.1 The Developer is the fee title owner of certain lands known as Jane's Place Planned Development (the "Project"), and more particularly described on attached **Exhibit B**, which is incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.

1.2 The Developer received Planned Development overlay approval for a four-building Mixed-Use Development on a 0.46 acre site zoned C-1 with a Highway 291 Established Commercial Overlay on June 01, 2021 when the City Council adopted Ordinance 2021-08 on second reading.

1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development improvement agreement with the City.

1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees and on-site public improvements to be constructed and installed on the Property in association with the Developer's activities under any building permit issued under the Permit Application, if approved ("Building Permit").

1.5 The development plan for the Planned Development was recorded on September 21~~_____~~, 2022 at reception number ~~_____~~483390 of the Chaffee County Recorder's Office.

1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.

1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.

1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the City and the Developer agree as follows:

Section 2 – Definitions

As used in this Agreement, the following terms have the following meanings:

2.1 "Agreement" means this Development Agreement; The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.

2.2 "Affordable Housing" shall have the meaning as described in Section 8 of this Agreement, depending on the ownership of the Property.

2.3 "Building Permit" means any building permit issued under the Permit Application, if approved.

2.4 "City" means the City of Salida, a Colorado statutory City.

2.5 "City Administrator" means the City Administrator of the City of Salida, and the City Administrator's designee.

2.6 "City Code" means the City of Salida Municipal Code.

2.7 "City Council" means the City Council of the City of Salida, Colorado.

2.8 "Dark Sky-Compliant" means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.

2.9 "Developer" means CHAFFEE HOUSING AUTHORITY, and its successor(s)-in-interest and assigns with respect to the Property, and any subsequent owners of the Property.

2.10 "Development" means all work on the Property required to transform the Property into the Jane's Place Planned Development approved by the City by means of Ordinance 2021-08. The term "Development" includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb "Develop" may be used in place of the noun "Development."

2.11 "Drainage Plan" means the drainage system designed for the development in accordance with Section 16-8-60 of the Land Use Code.

2.12 "Easement Lands" means all real property to be dedicated to the City hereunder in the form of easements.

2.13 "Effective Date" means the date on which City Council adopts a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.

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2.14 "Force Majeure" means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party's reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.

2.15 "Land Use Code" means the City's Land Use and Development Code, Title 16 of the City Code.

2.16 "Native Vegetation" means "native plant" as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).

2.17 "Noxious Weed" takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).

2.18 "Other Required Improvements Warranty Period" means a period of two years from the date that the City Engineer or the City Engineer's designee, in accordance with the terms and conditions of paragraph 5.6 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.

2.19 "Performance Guarantee" means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer's construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.

2.20 "Permit Application" means the Developer's full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.

2.21 "Property" means the land that is known as the "Jane's Place Planned Development" described in attached **Exhibit B**.

2.22 "Public Improvements" means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements.

2.23 "Public Improvements Warranty Period" means a period of one year from the date that the City Engineer or City Engineer's designee, in accordance with the terms and conditions of paragraph 5.6 below, approves the Public Improvements and certifies their compliance with approved specifications.

2.24 "Reimbursable Costs and Fees" means all fees and costs incurred by the City in connection with the City's processing and review of the Development Plan, Permit Application and

the Building Permit; and the City's drafting, review, and execution of this Agreement.

2.25 "Required Improvements" means the public and other improvements that the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.

2.26 "Water Facilities" means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

Any term that is defined in the Land Use Code or the City Code but not defined in this Agreement takes the meaning given to that term in the Land Use Code or the City Code.

Section 3 – Purpose of Agreement and Binding Effect

3.1 Jane's Place Planned Development. The Jane's Place Planned Development is a mixed – use development consisting of residential and commercial uses in conformance with specific requirements stated in Ordinance 2021-08. The Developer intends to develop the four-building, 17-unit "community housing" development with a variety of dwelling types, as well as some commercial and community space. The Property is currently owned and the Project managed by Chaffee Housing Authority (CHA). The project is focused on providing transitional and workforce housing. ~~transitional housing for individuals and families at rental rates capped at no greater than 30% of their income.~~ Given the unique nature of this development, the current Developer, Chaffee Housing Authority, is not required to meet the requirements of the Inclusionary Housing Section 16-13-20 of the Salida Municipal Code, provided the Developer continues to manage and operate the Property as set forth in this Agreement and within Ordinance 2021-08. However, all subsequent successors and assigns, and all subsequent owners of the Property, shall be required to comply with the Affordable Housing requirements set forth in Section 8.

3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.

3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.

Section 4 – Development of Property

4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Ordinance No. 2021-08; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.

4.2 The approval of the planned development by the City Council on June 01, 2021 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

5.1 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.

5.2 Required Improvements. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.6 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

5.3 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.

5.4 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all costs associated with the City's observation

of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.6 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.

5.5 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

5.6 Conveyance of Public Improvements. Within twenty-eight (28) days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the Developer shall, at no cost to the City, do the following:

5.8.1 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the Jane's Place Planned Development Plan recorded at Reception No 483390.

5.8.2 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.

5.7 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.10 below, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required

Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.

5.8 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.

5.9 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.

5.10 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.

5.11 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.

5.12 Public Use Dedication. Consistent with Section 16-6-140 of the Land Use Code and Condition #8 of **Exhibit E** of Ordinance 2021-08, the Developer shall not pay the fee-in-lieu of dedication of land for Fair Contributions for Public School Sites.

5.13 Open Space. Consistent with Condition #6 of **Exhibit E** of Ordinance 2021-08**.** The applicant shall provide flexible recreational playscape or similar amenities to encourage play and outdoor activity for people of all ages in one of the open space areas on the site. The open space areas seeks to increase engagement of the community as the development is built out. This process is to foster a sense of community ownership and pride of place.

5.14 Landscape Improvements. Certain of the Required Improvements are landscape improvements. The Developer shall construct all landscape improvements in accordance with the requirements of Section 16-8-90 of the Land Use Code. The Developer shall be responsible for the Other Required Improvements Warranty Period.

5.14.1 The applicant will provide as many trees within the common open spaces as will result in a total of at least 6 across the entire development site.

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5.15 Drainage Improvements. Certain of the Required Improvements are drainage improvements.

5.15.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices. The drainage plan must conform to the City's flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the City Engineer before commencement of construction activities, including overlot grading.

5.15.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.

5.15.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.

5.16 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.

5.17 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.

5.18 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

5.19 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

5.20 Fees. Unless specifically waived by City Council, The Developer shall pay to the City the fees described below at the time set forth below:

5.20.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.

5.20.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.

5.20.3 Work by City Attorney. Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

5.20.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5.20.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and

between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

5.21 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

5.22 Signage. All signage on the Property must conform to Article X of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

5.23 Parking. Consistent with Condition #7 of **Exhibit E** of Ordinance 2021-08. The applicant shall implement the "unbundled parking" program ~~(charging for parking separately)~~ in the development and shall provide ample bike parking/racks. The Developer shall provide a minimum of 12 off-street paved parking spots with connection to the property via a sidewalk. **Exhibit F** describes the program.

5.24 Short Term Rental. Consistent with Condition #4 of **Exhibit E** of Ordinance 2021-08. No short-term vacation rental licenses shall be permitted in the development. This condition does not, however, set a minimum lease length for the intended tenants of the project, given its unique nature.

Section 6 – Construction Schedule

6.1 Construction Schedule. Attached **Exhibit C**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements ("Construction Schedule"). The Developer shall complete construction of each phase described in **Exhibit C** in compliance with the timetable included in the Construction Schedule. If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(e) of the Land Use Code.

6.2 Site Restoration. If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City's residents and the aesthetic integrity of the Property ("Site Restoration Improvements"). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements.

6.3 Force Majeure. If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Default by Developer and City's Remedies

7.1 City's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:

7.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.

7.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.

7.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.

7.1.4 A demand that the Performance Guarantee be paid or honored.

7.1.5 Any other remedy available in equity or at law.

7.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.

7.3 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.

7.4 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

7.5 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 8 –Affordable Housing

8.1 The Property is currently owned and ~~the Project is currently~~ managed by Developer, Chaffee Housing Authority, and shall be developed pursuant to the terms of this Agreement and as set forth in Ordinance 2021-08, which focuses on a unique development benefiting the community and focused on providing workforce and transitional housing for individuals and families ~~at rental rates capped at no greater than 30% of their income~~.

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8.2.The Project is funded by a DOLA Transformational Affordable Housing Grant (grant agreement #H4AHIG31345) which has a Use Covenant & Regulatory Agreement that requires 12 units to be income restricted at equal to or less than 100% of Chaffee County AMI and permits 5 units to be unrestricted. The grant affordability period shall be for 30 years commencing at the filing of the Use Covenant & Regulatory Agreement after the closing of the DOLA grant project in early 2026.

.8.~~2~~3 "Affordable Housing," while the Property is owned by Chaffee Housing Authority, shall mean that gross rents shall not exceed 30 percent of the imputed income limitation applicable to designated units.
~~-the occupant household pays no more than 30% of their income on housing expenses.~~

8.4 "Affordable Housing," for all subsequent successors and assigns, and all subsequent owners of the Property, shall have the meaning designated in the Use Covenant & Regulatory Agreement for the length of the affordability period. ~~or the current version of the Salida Municipal Code, in effect at the time of ownership~~.

8.5~~3~~ All subsequent successors and assigns, and all subsequent owners of the Property, other than the Chaffee Housing Authority, following the conclusion of the covenant 30 year affordability period, shall meet the Inclusionary Housing requirements of the Salida Municipal Code, in effect at the time of the applicable Property conveyance, unless otherwise waived by the City Council. This shall include a deed restriction recorded onto the Property, regarding said Affordable Housing requirements.

Section 9 – Representations and Warranties

9.1 Developer's Representations and Warranties. The Developer hereby represents and warrants to the City that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:

9.1.1. Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.

9.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.

9.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the

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Developer's ability to complete construction on the Property as contemplated under the Permit Application.

9.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

9.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.

9.2 City's Representations and Warranties. The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:

9.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.

9.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.

9.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan.

9.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 10 – General Provisions

10.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions of City Council adopting this Agreement.

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10.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.

10.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.

10.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.

10.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.

10.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City: City of Salida
Attn: City Administrator and City Attorney
448 East First Street, Suite 112
Salida, CO 81201

Notice to the Developer: Chaffee Housing Authority
PO Box 472
230 W. 16th Street, Suite C
Salida, CO 81201

10.5 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.

10.6 Recording; Benefit. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. This Agreement shall run with the land; and shall obligate, be binding upon and shall inure to the benefit of the parties hereto and upon and to their respective successors, grantees and assigns. Any successor, grantee or assignee of the Developer, or any subsequent owner of the Property shall be bound

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hereby, and this document shall have been recorded and, serve as a non-dischargeable covenant running with and burdening the land.

10.7 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer's successor(s).

10.8 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive either Party's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.

10.9 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.

10.10 Subject to Annual Appropriation. Any financial obligation of either Party arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council or Developer's Board in their discretion.

10.11 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.

10.12 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By

_____
Mayor

ATTEST:

_____
City Clerk/Deputy City Clerk

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STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this_____day of_____2022 by _____, as Mayor, and by_____, as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires:_____.

_____
Notary Public

DEVELOPER:

_____
Chaffee Housing Authority

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2022 by _____.

WITNESS my hand and official seal.
My Commission expires: _____.

_____
Notary Public

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By_____

Mayor

[SEAL]

[ATTEST]_____

City Clerk/Deputy City Clerk

EXHIBIT B

LEGAL DESCRIPTION

A Tract of land located in the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 32, Township 50 North, Range 9 East of the New Mexico Principal Meridian, within the City of Salida, Chaffee County, Colorado, being more particularly described as follows:

Commencing at the point of intersection of the North Boundary of the said NW ¼ SW ¼ with the Westerly Boundary of an extension of West Third Street in the City of Salida, from whence the West quarter corner (brass cap) of said Section 32 bears South 89°51'25" West 1160.51 feet;

Thence South 41°11'36" East along said westerly street boundary extension a distance of 39.78 feet to the point of beginning of the tract herein described;

Thence proceeding around said tract South 41°11'36" East 41.31 feet;

Thence South 33°06'26" West 118.81 feet;

Thence South 00°08'35" East 39.48 feet;

Thence South 89°51'25" West parallel with the said north boundary of the NW ¼ SW ¼ a distance of 88.17 feet;

Thence North 00°08'35" west (at a right angle to said North boundary of the NW ¼ SW ¼) a distance of 170.0 feet to the southerly boundary of Grand Avenue extended/Colorado State Highway No. 291;

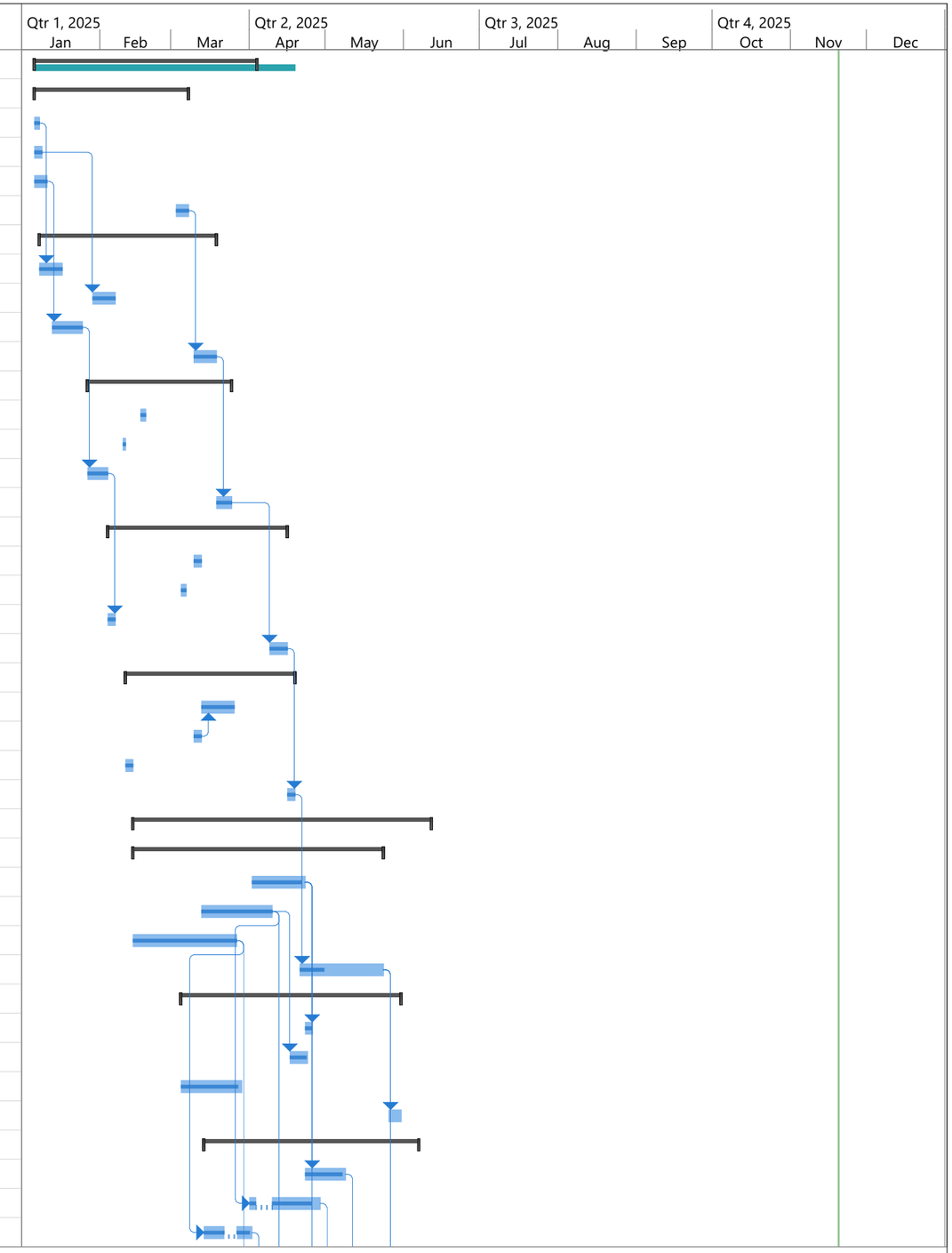
Thence North 89°51'25" East along said southerly avenue/highway boundary a distance of 126.19 feet to the point of beginning.

Also known by the following address:

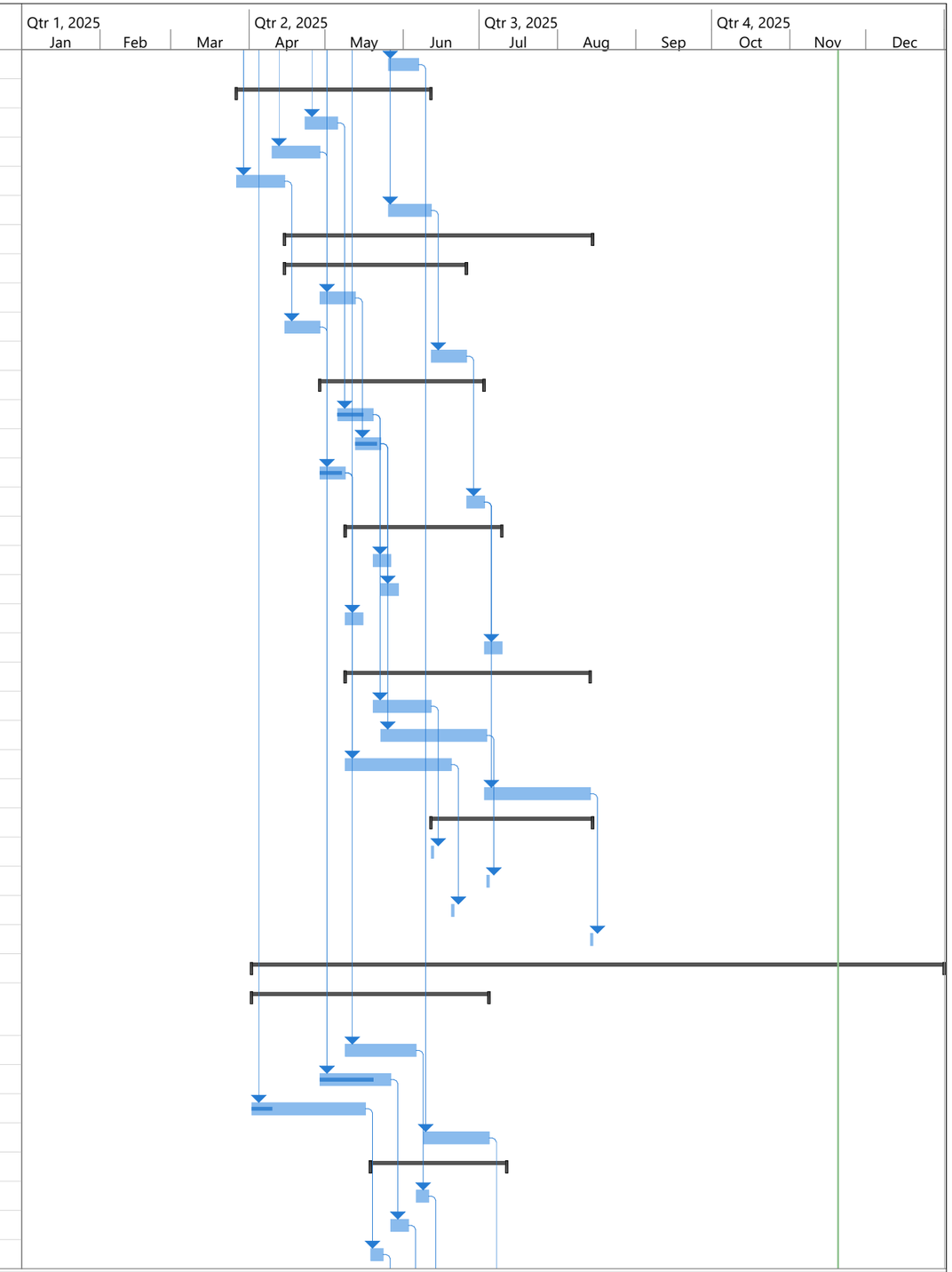
302 W. Highway 291, Salida, CO 81201
And assessor's schedule or parcel number: 368132300090

Exhibit C

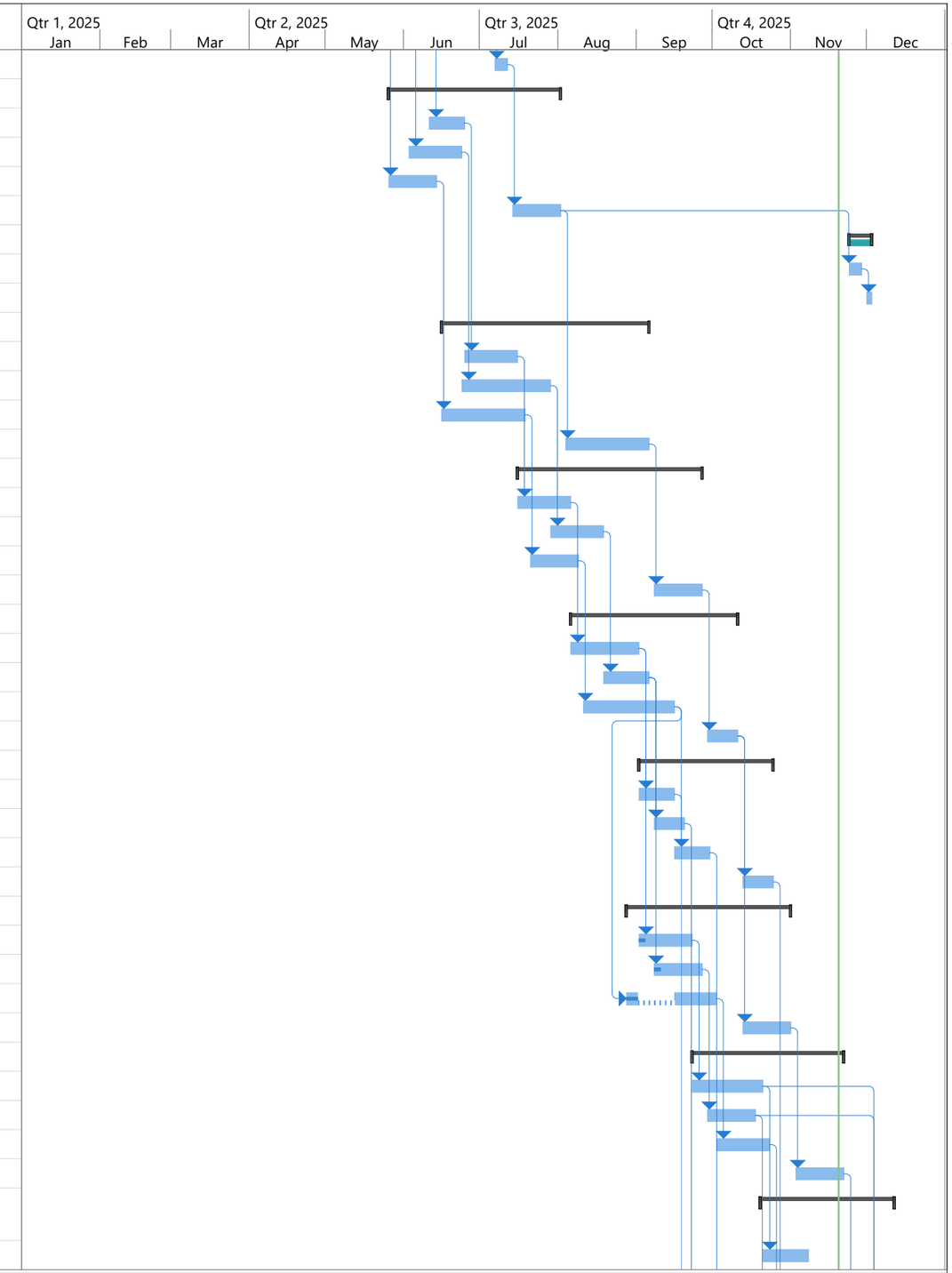
ID		Task Mode	Task Name	Duration	Start	Finish	% Complete	Predecessors
1	✓		**Foundations and Underground**	**64 days**	**Mon 1/6/25**	**Thu 4/3/25**	**100%**	
2	✓		**Foundation Excavation**	**45 days**	**Mon 1/6/25**	**Fri 3/7/25**	**100%**	
3	✓		Building #1	2 days	Mon 1/6/25	Tue 1/7/25	100%	
4	✓		Building #2	3 days	Mon 1/6/25	Wed 1/8/25	100%	
5	✓		Building #3	5 days	Mon 1/6/25	Fri 1/10/25	100%	
6	✓		Building #4	5 days	Mon 3/3/25	Fri 3/7/25	100%	
7	✓		**Foundations**	**50 days**	**Wed 1/8/25**	**Tue 3/18/25**	**100%**	
8	✓		Building #1	7 days	Wed 1/8/25	Thu 1/16/25	100%	3
9	✓		Building #2	7 days	Wed 1/29/25	Thu 2/6/25	100%	4
10	✓		Building #3	10 days	Mon 1/13/25	Fri 1/24/25	100%	5
11	✓		Building #4	7 days	Mon 3/10/25	Tue 3/18/25	100%	6
12	✓		**Backfill Foundations**	**41 days**	**Mon 1/27/25**	**Mon 3/24/25**	**100%**	
13	✓		Building #1	2 days	Mon 2/17/25	Tue 2/18/25	100%	
14	✓		Building #2	1 day	Mon 2/10/25	Mon 2/10/25	100%	
15	✓		Building #3	6 days	Mon 1/27/25	Mon 2/3/25	100%	10
16	✓		Building #4	4 days	Wed 3/19/25	Mon 3/24/25	100%	11
17	✓		**Underground Plumbing**	**51 days**	**Tue 2/4/25**	**Tue 4/15/25**	**100%**	
18	✓		Building #1	3 days	Mon 3/10/25	Wed 3/12/25	100%	
19	✓		Building #2	2 days	Wed 3/5/25	Thu 3/6/25	100%	
20	✓		Building #3	3 days	Tue 2/4/25	Thu 2/6/25	100%	15
21	✓		Building #4	5 days	Wed 4/9/25	Tue 4/15/25	100%	16
22	✓		**Slabs**	**49 days**	**Tue 2/11/25**	**Fri 4/18/25**	**100%**	
23	✓		Building #1	9 days	Thu 3/13/25	Tue 3/25/25	100%	24
24	✓		Building #2	3 days	Mon 3/10/25	Wed 3/12/25	100%	
25	✓		Building #3	3 days	Tue 2/11/25	Thu 2/13/25	100%	
26	✓		Building #4	3 days	Wed 4/16/25	Fri 4/18/25	100%	21
27			**Building Dry In**	**84 days**	**Fri 2/14/25**	**Wed 6/11/25**	**59%**	
28			**Framing / Sheathing**	**71 days**	**Fri 2/14/25**	**Fri 5/23/25**	**79%**	
29			Building #1	15 days	Wed 4/2/25	Tue 4/22/25	90%	
30	✓		Building #2	20 days	Thu 3/13/25	Wed 4/9/25	100%	
31	✓		Building #3	29 days	Fri 2/14/25	Wed 3/26/25	100%	
32			Building #4	25 days	Mon 4/21/25	Fri 5/23/25	30%	26
33			**Exterior Doors / Windows**	**63 days**	**Wed 3/5/25**	**Fri 5/30/25**	**75%**	
34			Building #1	3 days	Wed 4/23/25	Fri 4/25/25	90%	29
35			Building #2	5 days	Thu 4/17/25	Wed 4/23/25	90%	30
36			Building #3	18 days	Wed 3/5/25	Fri 3/28/25	90%	
37			Building #4	5 days	Mon 5/26/25	Fri 5/30/25	0%	32
38			**Roofing**	**61 days**	**Fri 3/14/25**	**Fri 6/6/25**	**71%**	
39			Building #1	12 days	Wed 4/23/25	Thu 5/8/25	90%	29
40			Building #2	15.5 days	Tue 4/1/25	Mon 4/28/25	90%	30
41			Building #3	10 days	Fri 3/14/25	Tue 4/1/25	90%	31



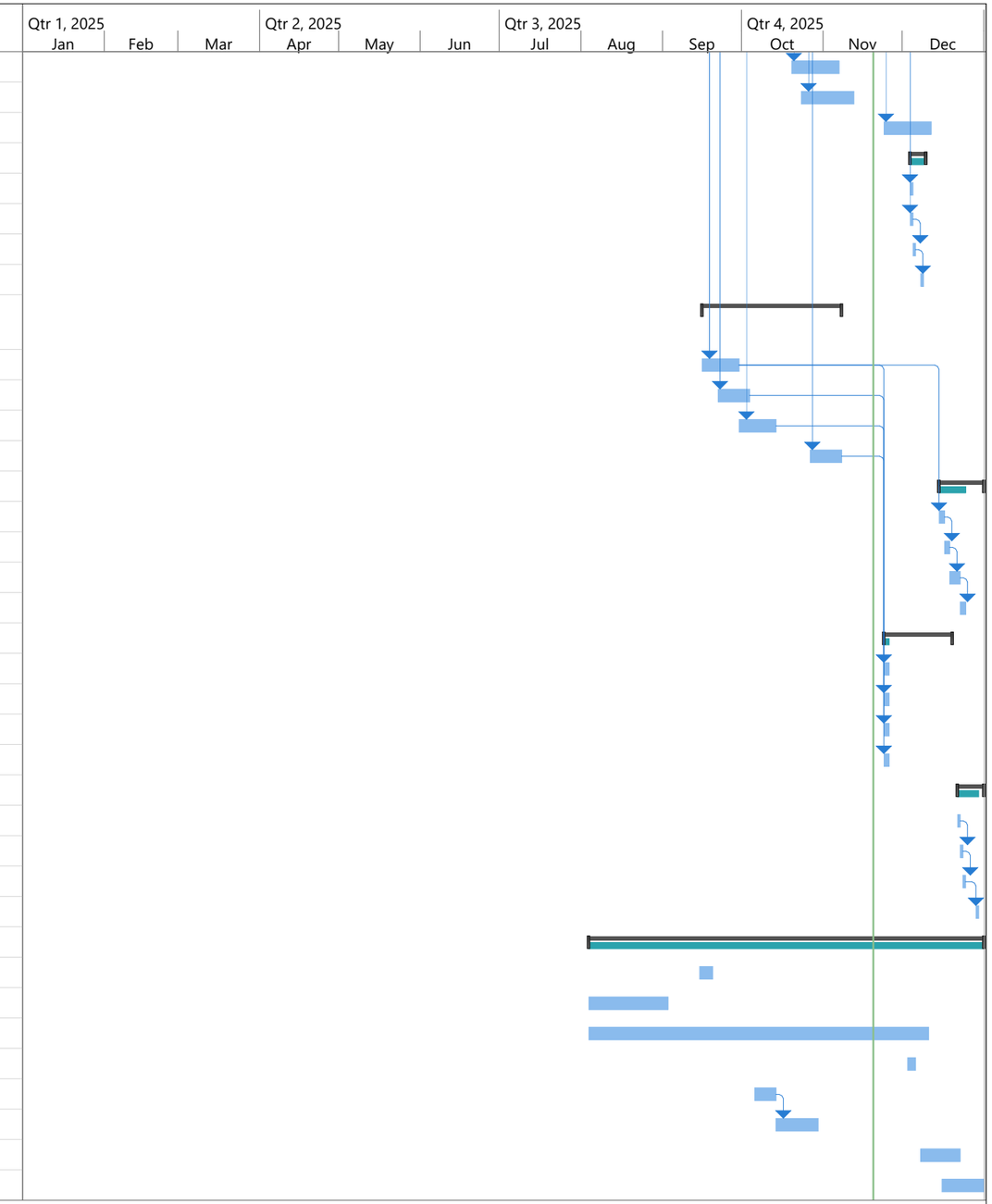
ID		Task Mode	Task Name	Duration	Start	Finish	% Complete	Predecessors
42			Building #4	10 days	Mon 5/26/25	Fri 6/6/25	0%	32
43			**Exterior Drywall**	**55 days**	**Thu 3/27/25**	**Wed 6/11/25**	**0%**	
44			Building #1	9 days	Wed 4/23/25	Mon 5/5/25	0%	29
45			Building #2	13 days	Thu 4/10/25	Mon 4/28/25	0%	30
46			Building #3	13 days	Thu 3/27/25	Mon 4/14/25	0%	31
47			Building #4	13 days	Mon 5/26/25	Wed 6/11/25	0%	32
48			**Building Exteriors**	**88 days**	**Tue 4/15/25**	**Thu 8/14/25**	**11%**	
49			**Stairs / Handrails**	**52 days**	**Tue 4/15/25**	**Wed 6/25/25**	**0%**	
50			Building #2	10 days	Tue 4/29/25	Mon 5/12/25	0%	45
51			Building #3	10 days	Tue 4/15/25	Mon 4/28/25	0%	46
52			Building #4	10 days	Thu 6/12/25	Wed 6/25/25	0%	47
53			**Siding and Soffits - Metal / LP**	**47 days**	**Tue 4/29/25**	**Wed 7/2/25**	**67%**	
54			Building #1	10 days	Tue 5/6/25	Mon 5/19/25	80%	44
55			Building #2	8 days	Tue 5/13/25	Thu 5/22/25	80%	50
56			Building #3	8 days	Tue 4/29/25	Thu 5/8/25	80%	51
57			Building #4	5 days	Thu 6/26/25	Wed 7/2/25	0%	52
58			**Exterior Painting**	**44 days**	**Fri 5/9/25**	**Wed 7/9/25**	**0%**	
59			Building #1	5 days	Tue 5/20/25	Mon 5/26/25	0%	54
60			Building #2	5 days	Fri 5/23/25	Thu 5/29/25	0%	55
61			Building #3	5 days	Fri 5/9/25	Thu 5/15/25	0%	56
62			Building #4	5 days	Thu 7/3/25	Wed 7/9/25	0%	57
63			**Stucco**	**69 days**	**Fri 5/9/25**	**Wed 8/13/25**	**0%**	
64			Building #1	17 days	Tue 5/20/25	Wed 6/11/25	0%	54
65			Building #2	30 days	Fri 5/23/25	Thu 7/3/25	0%	55
66			Building #3	30 days	Fri 5/9/25	Thu 6/19/25	0%	56
67			Building #4	30 days	Thu 7/3/25	Wed 8/13/25	0%	57
68			**Gutters/ Downspouts**	**46 days**	**Thu 6/12/25**	**Thu 8/14/25**	**0%**	
69			Building #1	1 day	Thu 6/12/25	Thu 6/12/25	0%	64
70			Building #2	1 day	Fri 7/4/25	Fri 7/4/25	0%	65
71			Building #3	1 day	Fri 6/20/25	Fri 6/20/25	0%	66
72			Building #4	1 day	Thu 8/14/25	Thu 8/14/25	0%	67
73			**Building Interiors**	**196 days**	**Wed 4/2/25**	**Wed 12/31/25**	**4%**	
74			**HVAC / Plumbing / Electrical/Fire Sprinkler Rough**	**68 days**	**Wed 4/2/25**	**Fri 7/4/25**	**23%**	
75			Building #1	20 days	Fri 5/9/25	Thu 6/5/25	0%	39
76			Building #2	20 days	Tue 4/29/25	Mon 5/26/25	75%	40
77			Building #3	33 days	Wed 4/2/25	Fri 5/16/25	18%	41
78			Building #4	20 days	Mon 6/9/25	Fri 7/4/25	0%	42
79			**Insulation**	**40 days**	**Mon 5/19/25**	**Fri 7/11/25**	**0%**	
80			Building #1	3 days	Fri 6/6/25	Tue 6/10/25	0%	75
81			Building #2	5 days	Tue 5/27/25	Mon 6/2/25	0%	76
82			Building #3	5 days	Mon 5/19/25	Fri 5/23/25	0%	77

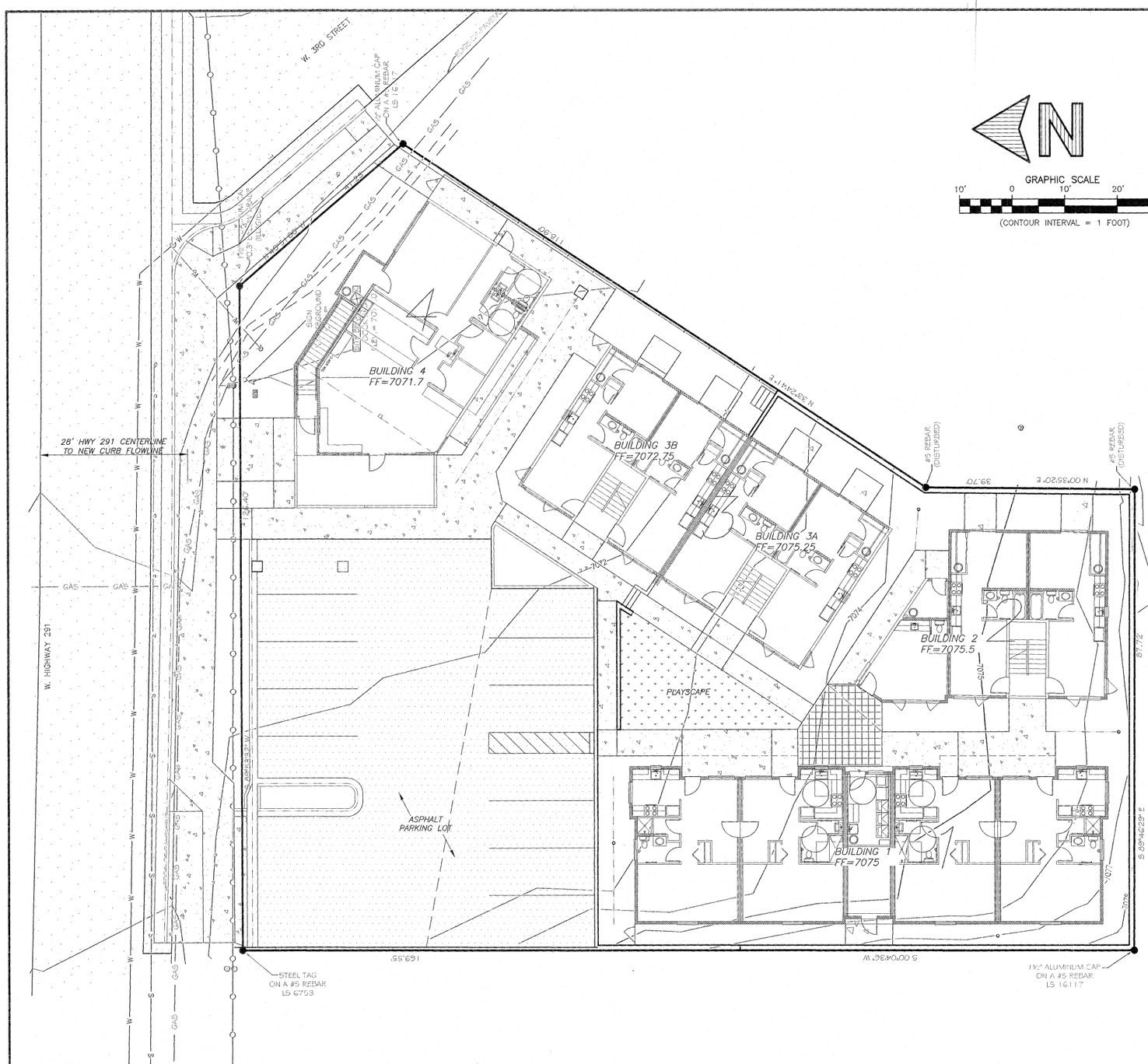


ID		Task Mode	Task Name	Duration	Start	Finish	% Complete	Predecessors
83			Building #4	5 days	Mon 7/7/25	Fri 7/11/25	0%	78
84			**Drywall**	**50 days**	**Mon 5/26/25**	**Fri 8/1/25**	**0%**	
85			Building #1	10 days	Wed 6/11/25	Tue 6/24/25	0%	80
86			Building #2	15 days	Tue 6/3/25	Mon 6/23/25	0%	81
87			Building #3	15 days	Mon 5/26/25	Fri 6/13/25	0%	82
88			Building #4	15 days	Mon 7/14/25	Fri 8/1/25	0%	83
89			**Building 4 ACT**	**7 days**	**Mon 11/24/25**	**Tue 12/2/25**	**0%**	
90			Grid	5 days	Mon 11/24/25	Fri 11/28/25	0%	88
91			Tiles	2 days	Mon 12/1/25	Tue 12/2/25	0%	90
92			**Paint - Prime and First Coat**	**60 days**	**Mon 6/16/25**	**Fri 9/5/25**	**0%**	
93			Building #1	15 days	Wed 6/25/25	Tue 7/15/25	0%	85
94			Building #2	25 days	Tue 6/24/25	Mon 7/28/25	0%	86
95			Building #3	25 days	Mon 6/16/25	Fri 7/18/25	0%	87
96			Building #4	25 days	Mon 8/4/25	Fri 9/5/25	0%	88
97			**LVT**	**53 days**	**Wed 7/16/25**	**Fri 9/26/25**	**0%**	
98			Building #1	15 days	Wed 7/16/25	Tue 8/5/25	0%	93
99			Building #2	15 days	Tue 7/29/25	Mon 8/18/25	0%	94
100			Building #3	15 days	Mon 7/21/25	Fri 8/8/25	0%	95
101			Building #4	15 days	Mon 9/8/25	Fri 9/26/25	0%	96
102			**Cabinets**	**48 days**	**Wed 8/6/25**	**Fri 10/10/25**	**0%**	
103			Building #1	19 days	Wed 8/6/25	Mon 9/1/25	0%	98
104			Building #2	14 days	Tue 8/19/25	Fri 9/5/25	0%	99
105			Building #3	26 days	Mon 8/11/25	Mon 9/15/25	0%	100
106			Building #4	10 days	Mon 9/29/25	Fri 10/10/25	0%	101
107			**Countertops - Template to install**	**39 days**	**Tue 9/2/25**	**Fri 10/24/25**	**0%**	
108			Building #1	10 days	Tue 9/2/25	Mon 9/15/25	0%	103
109			Building #2	10 days	Mon 9/8/25	Fri 9/19/25	0%	104
110			Building #3	10 days	Tue 9/16/25	Mon 9/29/25	0%	105
111			Building #4	10 days	Mon 10/13/25	Fri 10/24/25	0%	106
112			**Interior Doors / Case Base**	**47 days**	**Thu 8/28/25**	**Fri 10/31/25**	**11%**	
113			Building #1	15 days	Tue 9/2/25	Mon 9/22/25	15%	103
114			Building #2	15 days	Mon 9/8/25	Fri 9/26/25	15%	104
115			Building #3	15 days	Thu 8/28/25	Thu 10/2/25	15%	105
116			Building #4	15 days	Mon 10/13/25	Fri 10/31/25	0%	106
117			**Final Paint**	**44 days**	**Tue 9/23/25**	**Fri 11/21/25**	**0%**	
118			Building #1	20 days	Tue 9/23/25	Mon 10/20/25	0%	113
119			Building #2	15 days	Mon 9/29/25	Fri 10/17/25	0%	114
120			Building #3	15 days	Thu 10/2/25	Thu 10/23/25	0%	115
121			Building #4	15 days	Mon 11/3/25	Fri 11/21/25	0%	116
122			**Door / Cabinet Hardware / Specialties**	**39 days**	**Mon 10/20/25**	**Thu 12/11/25**	**0%**	
123			Building #1	14 days	Tue 10/21/25	Fri 11/7/25	0%	118



ID		Task Mode	Task Name	Duration	Start	Finish	% Complete	Predecessors
124			Building #2	14 days	Mon 10/20/25	Thu 11/6/25	0%	119
125			Building #3	14 days	Thu 10/23/25	Wed 11/12/25	0%	120
126			Building #4	14 days	Mon 11/24/25	Thu 12/11/25	0%	121
127			**Appliances**	**4 days**	**Thu 12/4/25**	**Tue 12/9/25**	**0%**	
128			Building #1	1 day	Thu 12/4/25	Thu 12/4/25	0%	118
129			Building #2	1 day	Thu 12/4/25	Thu 12/4/25	0%	119
130			Building #3	1 day	Fri 12/5/25	Fri 12/5/25	0%	129
131			Building #4	1 day	Mon 12/8/25	Mon 12/8/25	0%	130
132			**Interior Trim - Electrical, Plumbing, HVAC, Fire Sprinkler**	**39 days**	**Tue 9/16/25**	**Fri 11/7/25**	**0%**	
133			Building #1	10 days	Tue 9/16/25	Mon 9/29/25	0%	108
134			Building #2	10 days	Mon 9/22/25	Fri 10/3/25	0%	109
135			Building #3	10 days	Tue 9/30/25	Mon 10/13/25	0%	110
136			Building #4	10 days	Mon 10/27/25	Fri 11/7/25	0%	111
137			**Cleaning**	**13 days**	**Mon 12/15/25**	**Wed 12/31/25**	**0%**	
138			Building #1	2 days	Mon 12/15/25	Tue 12/16/25	0%	133
139			Building #2	2 days	Wed 12/17/25	Thu 12/18/25	0%	138
140			Building #3	2 days	Fri 12/19/25	Mon 12/22/25	0%	139
141			Building #4	2 days	Tue 12/23/25	Wed 12/24/25	0%	140
142			**Equipment Start Up/Balancing**	**20 days**	**Mon 11/24/25**	**Fri 12/19/25**	**0%**	
143			Building #1	2 days	Mon 11/24/25	Tue 11/25/25	0%	133
144			Building #2	2 days	Mon 11/24/25	Tue 11/25/25	0%	134
145			Building #3	2 days	Mon 11/24/25	Tue 11/25/25	0%	135
146			Building #4	2 days	Mon 11/24/25	Tue 11/25/25	0%	136
147			**Punchlist / Paint Touchups**	**8 days**	**Mon 12/22/25**	**Wed 12/31/25**	**0%**	
148			Building #1	1 day	Mon 12/22/25	Mon 12/22/25	0%	
149			Building #2	1 day	Tue 12/23/25	Tue 12/23/25	0%	148
150			Building #3	1 day	Wed 12/24/25	Wed 12/24/25	0%	149
151			Building #4	1 day	Mon 12/29/25	Mon 12/29/25	0%	150
152			**Site Work**	**108 days**	**Mon 8/4/25**	**Wed 12/31/25**	**0%**	
153			Landscaping Boulders - DSI	5 days	Mon 9/15/25	Fri 9/19/25	0%	
154			Site Concrete	22 days	Mon 8/4/25	Tue 9/2/25	0%	
155			Concrete Sidewalks	93 days	Mon 8/4/25	Wed 12/10/25	0%	
156			Handrail	3 days	Wed 12/3/25	Fri 12/5/25	0%	
157			Site Paving Prep / Asphalt / Striping	6 days	Mon 10/6/25	Mon 10/13/25	0%	
158			Landscaping / Irrigation	12 days	Tue 10/14/25	Wed 10/29/25	0%	157
159			Fencing	11 days	Mon 12/8/25	Mon 12/22/25	0%	
160			Site Cleanup / Punch	12 days	Tue 12/16/25	Wed 12/31/25	0%	





LEGEND

- EXISTING WATER MAIN
- EXISTING SANITARY SEWER MAIN
- EXISTING UNDERGROUND COMMUNICATION
- EXISTING GAS MAIN
- EXISTING OVERHEAD POWER
- EXISTING UTILITY POLE WITH STREET LIGHT
- EXISTING ASPHALT (NOT SHOWN ON SITE FOR CLARITY)
- EXISTING CONTOUR
- PROPERTY LINE
- CONCRETE
- NEW ASPHALT
- STAMPED COLORED CONCRETE

	Total Floor Area (SF)	# of Dwelling Units	# of Other Units	Use
Building 1	2,566	4	0	(4) adaptive units with 4 to 8 beds per unit with kitchen and bath
Building 2	2,359	3	1	(1) 5-bedroom unit, (2) Studio Apartments, and (1) Management Office
Building 3	4,288	8	0	(8) one-bedroom apartments
Building 4	2,632	2	1	(2) 2-bedroom units, (1) commercial space
Total	11,845	17	2	

483390
483390 2 of 2 PLAT 9/21/2022 2:52 PM R$23.00 D$0.00 Lori A Mitchell Chaffee County Clerk

FINAL 8/8/22

PRIVATE ENGINEER'S NOTES TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.
CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PREPARED FOR:
CHAFFEE HOUSING AUTHORITY
448 E 1ST ST
SALIDA, CO
PHONE: 719-239-1398

PREPARED UNDER THE DIRECTION OF: DATE
WILLIAM HUSSEY CRABTREE GROUP, INC
L.C.E. NO. 56989 EXP. DATE 10/31/23

PREPARED BY:
CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™
925 D STREET SALIDA, CO 81201 PH: 719-539-1675
918 CUYAMA ROAD OJAI, CA 93023 PH: 719-221-1799

SEAL
COLORADO LICENSED PROFESSIONAL ENGINEER WILLIAM B. HUSSEY 56989 8/8/22

DATE	BY	MARK	REVISIONS	APPR.	DATE
ENGINEER				REVISION AGENCY	

SAL
596B

CITY OF SALIDA

DESIGNED BY WBH	APPROVED BY:
DRAWN BY WBH	
CHECKED BY _	AGENCY HEAD DATE
SCALE 1"=10'	BENCHMARK: DOCK SPIKE WHERE SHOWN ON PLAN, ELEV.=7071.07
DATE AUG. 2022	

JANE'S PLACE
SALIDA, CO
PLANNED DEV. & MIR
CIVIL ENGINEERING PLAN
UTILITIES AND DRAINAGE

SHEET NO. 2 OF 2 SHTS.
PROJECT NO. 21005

EXHIBIT D
FEE SCHEDULE

Open Records Policy – Fee Schedule

Charges must be paid before service is provided.
The City does not allow payment terms on copies or other services in conjunction with open records requests.

The Open Records Act allows $.25 charge per page when copies are requested and provided, or the actual cost of preparation if the cost is greater. The actual cost may include, but is not limited to, the hourly rate paid to the employee conducting the research, cost of the physical medium of the document (e.g., tape or diskette) and the cost of retrieving the document from off-site storage for inspection.

The first hour of research and retrieval service is free.

Cost per hour for research, retrieval and related services after the first hour: $41.37

City Maps $5/ black & white ink, paper 24" x 36"
$10/colored ink, paper 24" x 36"

The Department responsible for the record shall provide it to the Clerk so that the Clerk's office may make an appointment with the applicant for inspection within the time frame required.

EXHIBIT E

JANE'S PLACE PD CONDITIONS OF APPROVAL

1. The applicant shall work with City staff to identify and pursue potential funding for a pedestrian crossing across Highway 291 in the vicinity of the development.

2. The engineered plan submittal shall include the roadway, utility, and drainage details and shall be submitted to Public Works for review and approval prior to processing of the development improvement agreement.

3. The project shall remain managed by the Chaffee Housing Authority (CHA) or similar organization focused on affordable/attainable housing. The project will provide 12 units as income restricted at equal to or less than 100% of Chaffee County AMI and 5 units as unrestricted. The grant affordability period shall be for 30 years commencing at the filing of the Use Covenant & Regulatory Agreement after the closing of the DOLA grant project in early 2026. Gross rents shall not exceed 30% of the imputed income limitation applicable to designated units.

4. No short-term vacation rental licenses shall be permitted in the development. This condition does not, however, set a minimum lease length for the intended tenants of the project, given its unique nature.

5. The total number of individuals housed in each building shall not exceed Fire Code requirements.

6. The applicant shall provide a flexible recreational playscape or similar amenities to encourage play and outdoor activity for people of all ages in one of the open space areas on the site.

7. The applicant shall implement the "unbundled parking" program in the development and shall provide ample bike parking/racks. The applicant shall also lend support to City staff in identifying and pursuing potential funding sources for the improvement of adjacent streets for both parking and pedestrian needs.

8. The development shall be exempt from fees-in-lieu for both Inclusionary Housing and the Fair Contributions for Public School Sites.

9. System Development Fees shall be reduced or waived to the extent feasible, for instance by charging the amounts specified for Legally-Restricted Affordable Housing.

Unbundled Parking Plan

The Planned Development known as Jane's Place, which will be constructed on the southwest corner of West 3rd Street and Highway 291 in Salida, Colorado, was approved with an understanding that the project would embrace an Unbundled Parking strategy, in exchange for a reduction in the number of required parking stalls. This unbundled parking plan consists of providing the residents with Parking Permits, the ability to access public transportation, the ability to participate in coordinated carpooling, and the ability to access ample free bicycles and bicycle parking. Upon entering a lease agreement at Jane's Place, tenants will also establish a Housing Plan, which in addition to defining the tenants long-term housing goals, will establish their transportation preferences while residing at Jane's Place.

Parking Permits

Tenants will be issued a Parking Permit for use of the off-street parking stalls to use exclusively while in a lease at Jane's Place. Parking will be 1st come 1st serve. A parking map will be provided of allowable off street parking locations to prevent encroachment on neighboring streets.

Public Transportation

Jane's Place was designed to include a public transit stop on the north side of the project, along Highway 291. Mountain Valley Transit is aware of this public transit stop, and has verbally committed to including the stop on their regular routes. Staff of Jane s Place may coordinate public transportation requests, to streamline the communication between Jane's Place and the Mountain Valley Transit.

Coordinated Carpooling

One of the unique features of Jane's Place is some units are designed to house seasonal and temporary workforce, often groups of employees who convene in the morning and are deployed to their respective job duties. Jane's Place staff will encourage carpooling among residents, particularly those who share employers and work locations.

Bicycle Rentals

Tenants will have access to at least 5 free "townie" bicycles available for Jane's Place tenants.

Ample Bicycle Parking

Jane's Place was designed to accommodate enough bicycle parking for every renal unit, their guests, and visitors to the commercial space. The bicycle parking area is well lit, centrally located, and CHA staff will provide ongoing bike parking management.

DEVELOPMENT AGREEMENT
(Jane's Place PD)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 6th day of ~~August~~ September, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and CHAFFEE HOUSING AUTHORITY ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

1.1 The Developer is the fee title owner of certain lands known as Jane's Place Planned Development (the "Project"), and more particularly described on attached **Exhibit B**, which is incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.

1.2 The Developer received Planned Development overlay approval for a four-building Mixed-Use Development on a 0.46 acre site zoned C-1 with a Highway 291 Established Commercial Overlay on June 01, 2021 when the City Council adopted Ordinance 2021-08 on second reading.

1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development improvement agreement with the City.

1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees and on-site public improvements to be constructed and installed on the Property in association with the Developer's activities under any building permit issued under the Permit Application, if approved ("Building Permit").

1.5 The development plan for the Planned Development was recorded on _____, 2022 at reception number _____ of the Chaffee County Recorder's Office.

1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.

1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.

1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the City and the Developer agree as follows:

Section 2 – Definitions

As used in this Agreement, the following terms have the following meanings:

2.1 "Agreement" means this Development Agreement; The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.

2.2 "Affordable Housing" shall have the meaning as described in Section 8 of this Agreement, depending on the ownership of the Property.

2.3 "Building Permit" means any building permit issued under the Permit Application, if approved.

2.4 "City" means the City of Salida, a Colorado statutory City.

2.5 "City Administrator" means the City Administrator of the City of Salida, and the City Administrator's designee.

2.6 "City Code" means the City of Salida Municipal Code.

2.7 "City Council" means the City Council of the City of Salida, Colorado.

2.8 "Dark Sky-Compliant" means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.

2.9 "Developer" means CHAFFEE HOUSING AUTHORITY, and its successor(s)-in-interest and assigns with respect to the Property, and any subsequent owners of the Property.

2.10 "Development" means all work on the Property required to transform the Property into the Jane's Place Planned Development approved by the City by means of Ordinance 2021-08. The term "Development" includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb "Develop" may be used in place of the noun "Development."

2.11 "Drainage Plan" means the drainage system designed for the development in accordance with Section 16-8-60 of the Land Use Code.

2.12 "Easement Lands" means all real property to be dedicated to the City hereunder in the form of easements.

2.13 "Effective Date" means the date on which City Council adopts a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.

2.14 "Force Majeure" means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party's reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.

2.15 "Land Use Code" means the City's Land Use and Development Code, Title 16 of the City Code.

2.16 "Native Vegetation" means "native plant" as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).

2.17 "Noxious Weed" takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).

2.18 "Other Required Improvements Warranty Period" means a period of two years from the date that the City Engineer or the City Engineer's designee, in accordance with the terms and conditions of paragraph 5.6 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.

2.19 "Performance Guarantee" means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer's construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.

2.20 "Permit Application" means the Developer's full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.

2.21 "Property" means the land that is known as the "Jane's Place Planned Development" described in attached **Exhibit B**.

2.22 "Public Improvements" means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements.

2.23 "Public Improvements Warranty Period" means a period of one year from the date that the City Engineer or City Engineer's designee, in accordance with the terms and conditions of paragraph 5.6 below, approves the Public Improvements and certifies their compliance with approved specifications.

2.24 "Reimbursable Costs and Fees" means all fees and costs incurred by the City in connection

with the City's processing and review of the Development Plan, Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement.

2.25 "Required Improvements" means the public and other improvements that the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.

2.26 "Water Facilities" means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

Any term that is defined in the Land Use Code or the City Code but not defined in this Agreement takes the meaning given to that term in the Land Use Code or the City Code.

Section 3 – Purpose of Agreement and Binding Effect

3.1 Jane's Place Planned Development. The Jane's Place Planned Development is a mixed – use development consisting of residential and commercial uses in conformance with specific requirements stated in Ordinance 2021-08. The Developer intends to develop the four-building, 17-unit "community housing" development with a variety of dwelling types, as well as some commercial and community space. The Property is currently owned and the Project managed by Chaffee Housing Authority (CHA). The project is focused on providing transitional housing for individuals and families at rental rates capped at no greater than 30% of their income. Given the unique nature of this development, the current Developer, Chaffee Housing Authority, is not required to meet the requirements of the Inclusionary Housing Section 16-13-20 of the Salida Municipal Code, provided the Developer continues to manage and operate the Property as set forth in this Agreement and within Ordinance 2021-08. However, all subsequent successors and assigns, and all subsequent owners of the Property, shall be required to comply with the Affordable Housing requirements set forth in Section 8.

3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, and to establish terms and conditions for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.

3.3 Binding Agreement. This Agreement benefits and is binding upon the City, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.

Section 4 – Development of Property

4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Ordinance No. 2021-08; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.

4.2 The approval of the planned development by the City Council on June 01, 2021 constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 – Terms and Conditions for Development of Property

5.1 Submittals to and Approvals by City Administrator. Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.

5.2 Required Improvements. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.6 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.

5.3 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.

5.4 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code,

the Developer shall reimburse the City for all costs associated with the City's observation of Development on the Property and inspection of the Required Improvements, and the City shall not give its written approval of the Required Improvements, as described in paragraph 5.6 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction.

5.5 City Engineer's Written Approval of Required Improvements. At the Developer's request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and specifications. The City Engineer or the City Engineer's designee shall confirm in writing the date(s) on which (i) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (ii) all Public Improvements have been completed in conformity with the approved plans and specifications. The Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications.

5.6 Conveyance of Public Improvements. Within twenty-eight (28) days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.9 below, the Developer shall, at no cost to the City, do the following:

5.8.1 Execute and deliver to the City a good and sufficient General Warranty Deed conveying to the City, free and clear of liens and encumbrances, all easements necessary for the operation and maintenance of the Public Improvements to the extent the Public Improvements are not constructed within dedicated easements or rights-of-way as shown on the Jane's Place Planned Development Plan recorded at Reception No._____.

5.8.2 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities, or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.

5.7 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.10 below, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.10 below, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or

material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.

5.8 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.

5.9 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.

5.10 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.

5.11 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.

5.12 Public Use Dedication. Consistent with Section 16-6-140 of the Land Use Code and Condition #8 of **Exhibit E** of Ordinance 2021-08, the Developer shall not pay the fee-in-lieu of dedication of land for Fair Contributions for Public School Sites.

5.13 Open Space. Consistent with Condition #6 of **Exhibit E** of Ordinance 2021-08. The applicant shall provide flexible recreational playscape or similar amenities to encourage play and outdoor activity for people of all ages in one of the open space areas on the site. The open space areas seeks to increase engagement of the community as the development is built out. This process is to foster a sense of community ownership and pride of place.

5.14 Landscape Improvements. Certain of the Required Improvements are landscape improvements. The Developer shall construct all landscape improvements in accordance with the requirements of Section 16-8-90 of the Land Use Code. The Developer shall be responsible for the Other Required Improvements Warranty Period.

5.14.1 The applicant will provide as many trees within the common open spaces as will result in a total of at least 6 across the entire development site.

5.15 Drainage Improvements. Certain of the Required Improvements are drainage improvements.

5.15.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices. The drainage plan must conform to the City's flood control regulations, as given in Article XI of the Land Use Code, and must be reviewed and approved in writing by the City Engineer before commencement of construction activities, including overlot grading.

5.15.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.

5.15.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer, subject to easements to allow the City access in the event that the Developer fails to adequately maintain the drainage facilities.

5.16 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.

5.17 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.

5.18 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice. When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7-1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

5.19 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

5.20 Fees. Unless specifically waived by City Council, The Developer shall pay to the City the fees described below at the time set forth below:

5.20.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.

5.20.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit D**.

5.20.3 Work by City Attorney. Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

5.20.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5.20.5 Currently existing fees. Payment of Currently Existing Fees as a Condition of Development. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later amended, repealed, or declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and

between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.

5.21 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8 100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

5.22 Signage. All signage on the Property must conform to Article X of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

5.23 Parking. Consistent with Condition #7 of **Exhibit E** of Ordinance 2021-08. The applicant shall implement the "unbundled parking" program (charging for parking separately) in the development and shall provide ample bike parking/racks. The Developer shall provide a minimum of 12 off-street paved parking spots with connection to the property via a sidewalk. **Exhibit F** describes the program.

5.24 Short Term Rental. Consistent with Condition #4 of **Exhibit E** of Ordinance 2021-08. No short-term vacation rental licenses shall be permitted in the development. This condition does not, however, set a minimum lease length for the intended tenants of the project, given its unique nature.

Section 6 – Construction Schedule

6.1 Construction Schedule. Attached **Exhibit C**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements ("Construction Schedule"). The Developer shall complete construction of each phase described in **Exhibit C** in compliance with the timetable included in the Construction Schedule. If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City will take action in accordance with Section 16-2-60(c) of the Land Use Code.

6.2 Site Restoration. If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City's residents and the aesthetic integrity of the Property ("Site Restoration Improvements"). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping improvements identified as Required Improvements.

6.3 Force Majeure. If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s).

Section 7 – Default by Developer and City's Remedies

7.1 City's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:

7.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.

7.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.

7.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.

7.1.4 A demand that the Performance Guarantee be paid or honored.

7.1.5 Any other remedy available in equity or at law.

7.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.

7.3 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.

7.4 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

7.5 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 8 –Affordable Housing

8.1 The Property is currently owned and the Project is currently managed by Developer, Chaffee Housing Authority, and shall be developed pursuant to the terms of this Agreement and as set forth in Ordinance 2021-08, which focuses on a unique development benefiting the community and focused on providing transitional housing for individuals and families at rental rates capped at no greater than 30% of their income.

8.2 "Affordable Housing," while the Property is owned by Chaffee Housing Authority, shall mean that the occupant household pays no more than 30% of their income on housing expenses. "Affordable Housing," for all subsequent successors and assigns, and all subsequent owners of the Property, shall have the meaning designated in the current version of the Salida Municipal Code, in effect at the time of ownership.

8.3 All subsequent successors and assigns, and all subsequent owners of the Property, other than the Chaffee Housing Authority, shall meet the Inclusionary Housing requirements of the Salida Municipal Code, in effect at the time of the applicable Property conveyance, unless otherwise waived by the City Council. This shall include a deed restriction recorded onto the Property, regarding said Affordable Housing requirements.

Section 9 – Representations and Warranties

9.1 Developer's Representations and Warranties. The Developer hereby represents and warrants to the City that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:

9.1.1. Authority. This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.

9.1.2 Authorized signatory. The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.

9.1.3 No litigation or adverse condition. To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.

9.1.4 Compliance with environmental laws and regulations. To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

9.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.

9.2 City's Representations and Warranties. The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:

9.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.

9.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.

9.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan.

9.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 10 – General Provisions

10.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions of City Council adopting this Agreement.

10.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.

10.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.

10.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions

of this Agreement on a voluntary and contractual basis.

10.5 Survival. The City's and the Developer's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.

10.6 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City:	City of Salida Attn: City Administrator and City Attorney 448 East First Street, Suite 112 Salida, CO 81201
Notice to the Developer:	Chaffee Housing Authority 448 E. First Street Ste. 209 Salida, CO 81201

10.5 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.

10.6 Recording; Benefit. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense. This Agreement shall run with the land; and shall obligate, be binding upon and shall inure to the benefit of the parties hereto and upon and to their respective successors, grantees and assigns. Any successor, grantee or assignee of the Developer, or any subsequent owner of the Property shall be bound hereby, and this document shall have been recorded and, serve as a non-dischargeable covenant running with and burdening the land.

10.7 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer's successor(s).

10.8 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive either Party's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.

10.9 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting

any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.

10.10 Subject to Annual Appropriation. Any financial obligation of either Party arising under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council or Developer's Board in their discretion.

10.11 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.

10.12 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By

Mayor Pro Tem Justin Critelli

ATTEST:

Erin Kelley

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 6th day of September 2022 by Justin Critelli, as Mayor, and by Erin Kelley, as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires: June 18 2025.

Notary Public

SARA ELIZABETH LAW
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214023745
MY COMMISSION EXPIRES JUN 18, 2025

DEVELOPER:

RS Gray

Chaffee Housing Authority

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this 16th day of September 2022 by R. S. Gray.

WITNESS my hand and official seal.
My Commission expires: April 15, 2025.

Kristi A. Jefferson
Notary Public

KRISTI A. JEFFERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094011745
MY COMMISSION EXPIRES APRIL 15, 2025

JANE'S PLACE PLANNED DEVELOPMENT

LOCATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW ¼ SW ¼) OF SECTION 32, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO

CERTIFICATE OF OWNERSHIP:

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED IS THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW¼SW¼) OF SECTION 32, TOWNSHIP 50 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, WITHIN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH BOUNDARY OF THE SAID NW¼SW¼ WITH THE WESTERLY BOUNDARY OF AN EXTENSION OF WEST THIRD STREET IN THE CITY OF SALIDA, FROM WHENCE THE WEST QUARTER CORNER (BRASS CAP) OF SAID SECTION 32 BEARS SOUTH 89°51'25" WEST 1160.51 FEET;
THENCE SOUTH 41°11'36" EAST ALONG SAID WESTERLY STREET BOUNDARY EXTENSION A DISTANCE OF 39.78 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;
THENCE PROCEEDING AROUND SAID TRACT SOUTH 41°11'36" EAST 41.31 FEET;
THENCE SOUTH 33°06'26" WEST 118.81 FEET;
THENCE SOUTH 00°08'35" EAST 39.48 FEET;
THENCE SOUTH 89°51'25" WEST PARALLEL WITH THE SAID NORTH BOUNDARY OF THE NW¼SW¼ A DISTANCE OF 88.17 FEET;
THENCE NORTH 00°08'35" WEST (AT A RIGHT ANGLE TO SAID NORTH BOUNDARY OF THE NW¼SW¼) A DISTANCE OF 170.0 FEET TO THE SOUTHERLY BOUNDARY OF GRAND AVENUE EXTENDED/COLORADO STATE HIGHWAY NO.291;
THENCE NORTH 89°51'25" EAST ALONG SAID SOUTHERLY AVENUE/HIGHWAY BOUNDARY A DISTANCE OF 126.19 FEET TO THE POINT OF BEGINNING.

ACKNOWLEDGEMENT:

IN WITNESS HEREOF, THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THIS 25th DAY OF August, 20 22.

OWNER:

Becky Gray

STATE OF COLORADO }
} SS
COUNTY OF CHAFFEE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 25th DAY OF August 2022, by Becky Gray as Director of Chaffee Housing Authority.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES 12/19/23

NOTARY PUBLIC

GWENDOLYN C. ALLEN
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20114077793
My Commission Expires 12/19/2023

CERTIFICATE OF TITLE INSURANCE COMPANY:

I, Brett Eakins REPRESENTING Central Colorado Title & Escrow IN THE STATE OF COLORADO DO CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE REAL PROPERTY SHOWN AND DESCRIBED ON THESE PLATS AND FOUND TITLE VESTED IN CHAFFEE ~~COUNTY COMMUNITY FOUNDATION~~ Housing Authority, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, EXCEPT:
Effective August 25, 2022 at 10:35 a.m. — NONE

SIGNATURE

LAND SURVEYOR'S NOTES:

1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE SOUTHERN RIGHT-OF-WAY OF W. HIGHWAY 291 BETWEEN A STEEL TAG STAMPED "LS 6753" AND A 1½" ALUMINUM CAP (ILLEGIBLE) HAVING A BEARING OF SOUTH 89°53'32" WEST.
2) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.
3) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LANDMARK SURVEYING AND MAPPING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING TITLE OF RECORD, LANDMARK SURVEYING AND MAPPING RELIED UPON DOCUMENTS PROVIDED BY THE CLIENT. EASEMENTS OF RECORD WERE NOT SHOWN PER CLIENTS REQUEST.
5) SITE BENCHMARK IS A DOCK SPIKE SET WITH AN ELEVATION OF 7071.07'

LAND SURVEYOR'S STATEMENT:

I, Sydney Schieren, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLATTING WAS PREPARED UNDER MY DIRECT SUPERVISION AND CHECKING, AND THAT THE SURVEY INFORMATION SHOWN ON THE PLAT CONTAINED HEREIN IS BASED ON A MONUMENTED LAND SURVEY AS SHOWN, AND THAT SAID SURVEY AND PLAT AND THE INFORMATION PERTAINING TO SAID SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 9th DAY OF August, 2022

COLORADO LICENSED
SYDNEY ANTHUS SCHIEREN
37837
8/9/22
PROFESSIONAL LAND SURVEYOR

CITY COUNCIL APPROVAL:

THIS PLANNED DEVELOPMENT PLAN IS APPROVED FOR FILING.

DATED: September 20, 20 22.

BY: MAYOR

COUNTY CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT 2:52 P.M., ON THIS 21st DAY OF September A.D. 2022 UNDER RECEPTION NO. 483390

Patricia Traunicek (Deputy Recorder)
CHAFFEE COUNTY CLERK AND RECORDER

DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT IS SUBJECT TO A DEVELOPMENT AGREEMENT FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, UNDER RECEPTION NO. :

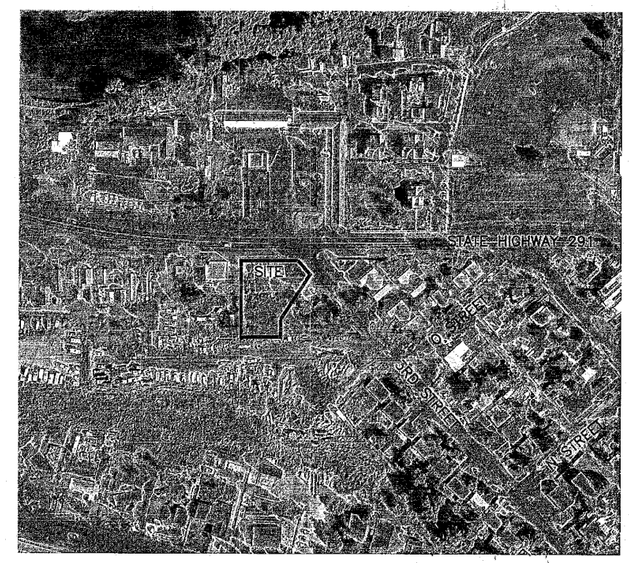
483389

INCLUSIONARY HOUSING

JANE'S PLACE SHALL BE EXEMPT FROM SALIDA MUNICIPAL CODE SECTION 16-13 INCLUSIONARY HOUSING, PROVIDED IT IS MANAGED BY CHAFFEE HOUSING AUTHORITY, A PUBLIC ENTITY PARTIALLY CONTROLLED BY THE CITY OF SALIDA, IN ACCORDANCE WITH THE PLANNED DEVELOPMENT APPROVED BY THE CITY OF SALIDA. ~~TENANTS SHALL BE CHARGED NO MORE THAN 30% OF THEIR GROSS INCOME FOR RENT.~~
12 units shall be income restricted equal to or less than 100% of Chaffee County AMI and 5 units unrestricted. Gross rents shall not exceed 30% of the imputed income limitation applicable to designated units.

PLANNED DEVELOPMENT NOTES

1. THE PROJECT SHALL REMAIN MANAGED BY THE CHAFFEE HOUSING AUTHORITY (CHA) OR SIMILAR ORGANIZATION FOCUSED ON AFFORDABLE/ATTAINABLE HOUSING.
2. NO SHORT-TERM VACATION RENTAL LICENSES SHALL BE PERMITTED IN THE DEVELOPMENT. THIS CONDITION DOES NOT, HOWEVER, SET A MINIMUM LEASE LENGTH FOR THE INTENDED TENANTS OF THE PROJECT, GIVEN ITS UNIQUE NATURE.
3. THE TOTAL NUMBER OF INDIVIDUALS HOUSED IN EACH BUILDING SHALL NOT EXCEED FIRE CODE REQUIREMENTS.
4. THE APPLICANT SHALL PROVIDE A FLEXIBLE RECREATIONAL PLAYSCAPE OR SIMILAR AMENITIES TO ENCOURAGE PLAY AND OUTDOOR ACTIVITY FOR PEOPLE OF ALL AGES IN ONE OF THE OPEN SPACE AREAS ON THE SITE.
5. THE APPLICANT SHALL IMPLEMENT THE "UNBUNDLED PARKING" PROGRAM ~~(CHARGING FOR PARKING SEPARATELY)~~ IN THE DEVELOPMENT AND SHALL PROVIDE AMPLE BIKE PARKING/RACKS.
6. THE DEVELOPMENT SHALL BE EXEMPT FROM FEES-IN-LIEU FOR BOTH INCLUSIONARY HOUSING AND THE FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES.
7. SYSTEM DEVELOPMENT FEES SHALL BE REDUCED OR WAIVED TO THE EXTENT FEASIBLE, FOR INSTANCE BY CHARGING THE AMOUNTS SPECIFIED FOR LEGALLY-RESTRICTED AFFORDABLE HOUSING.
8. THE APPLICANT WILL BE REQUIRED TO PAY OPEN SPACE FEES-IN-LIEU PRIOR TO CO OF EACH UNIT, UNLESS OTHERWISE WAIVED.



VICINITY MAP
NO SCALE

Code Analysis of Proposed Planned Development

	C-1 Zoning		Planned Development	Differences		Highway 291 Overlay: Commercial	Planned Development	Differences	
	Allowed	Required	Proposed	Over	Under	Required	Proposed	Over	Under
Minumum Lot Size	-	5,625	19,820	14,195	-	-	19,820	-	-
Density: Minimum square foot per unit	-	2,800	1,101	-	1,699	-	1,101	-	-
Minimum lot frontage	-	37.5	126.19	88.69		-	126.19	-	-
Maximum lot coverage	60%		40%	-	20%	-	40%	-	-
Maximum lot coverage, including parking	90%	-	64%	-	26%	-	64%	-	-
Minimum landscape areas (excluding pathways)	-	10%	23%	13%	-	-	23%	-	-
Minimum side setback	-	5	Varies, 5 minimum	-	Varies	5	Varies, 5 minimum	-	Varies
Minimum rear setback	-	5	5	0	-	5	5	-	-
Minimum front setback	-	10	10	0	0	10	10	-	-
Maximum building height	35'	-	27'	-	8	Not exceed 2 stories	27'	-	-

Parking	-	18	12	-	6	24 Res + 3 Comm = 27	12	-	15
Parking Notes:		With Inclusionary Ordinance	Active and Public transportation; parking studies support reduced parking for lower income developments			Shared access encouraged; 24 spaces for residential plus 1 space for each 300 SF Commercial (3 spaces) = 27 parking spots	Active and Public transportation; parking studies support reduced parking for lower income developments		
Highway Access	-	-	-	-	-	Per CDOT access	-	-	-
Pedestrian Access	-	-	-	-	-	5' sidewalk	-	-	-
	-	-	-	-		4' parkway	-	-	-
Exterior Materials	-	-	-	-	-	2 or more materials	-	-	-
Multifamily Housing	-	-	-	-	-	Conditional Use	-	-	-

483390
483390 9/21/2022 2:52 PM
1 of 2 PLAT RS25.00 DS0.00
Lori A Mitchell
Chaffee County Clerk

FINAL 8/8/22

PRIVATE ENGINEER'S NOTES TO CONTRACTOR
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.
CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY, THE CITY, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PREPARED FOR:
CHAFFEE HOUSING AUTHORITY
448 E 1ST ST
SALIDA, CO
PHONE: 719-239-1398

PREPARED UNDER THE DIRECTION OF:
DATE
WILLIAM HUSSEY CRABTREE GROUP, INC
L.C.E. NO. 56989 EXP. DATE 10/31/23

PREPARED BY:
CRABTREE GROUP INC.
ENGINEERING SMART GROWTH™
325 D STREET
SALIDA, CO 81201
PH: 719-539-1675
916 CUYAMA ROAD
OJAI, CA 93023
PH: 719-221-1799

SEAL
COLORADO LICENSED
WILLIAM A. HUSSEY
56989
8/11/22
PROFESSIONAL ENGINEER

DATE	BY	MARK	REVISIONS	APPR.	DATE
				REVISION AGENCY	

ENGINEER

DESIGNED BY	WBH
DRAWN BY	WBH
CHECKED BY	—
SCALE	NONE
DATE	AUG. 2022

SAL 596 A

BENCHMARK: DOCK SPIKE WHERE SHOWN ON PLAN, ELEV.=7071.07

JANE'S PLACE
SALIDA, CO
PLANNED DEVELOPMENT PLAN
COVER SHEET
OWNERSHIP, APPROVALS, CODE STUDY

SHEET NO. 1 OF 2 SHTS.
PROJECT NO. 21005