



Town Council
Tuesday, September 23, 2025
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This will be an in-person meeting using Teams. Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees. When it's your turn to speak, you will have three (3) minutes for public comment. PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Camille Deering, Town Clerk, and will be included as part of the record. For technical difficulties, please email clerk@townofeagle.org and we will do our best to assist you.*

1. **Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID:283 067 054 976

Passcode:vE2Az22a

Dial in by phone

[+1 469-770-0416,,699859549#](#) United States, Kaufman

[Find a local number](#)

Phone conference ID:699 859 549#

For organizers:[Meeting options](#) | [Reset dial-in PIN](#)

CALL TO ORDER - 6:00 PM

ROLL CALL

ADOPTION OF AGENDA *Opportunity for amendment or deletions to the agenda.*

PUBLIC COMMENT *Citizen public comment offers an opportunity for citizens to express opinions or ask questions regarding town services, policies, or other matters of community concern, and any items that are not on the agenda. Please attempt to keep comments to three (3) minutes; time limits are established to provide efficiency in the conduct of the meeting and to allow equal opportunity for everyone wishing to speak. When appropriate, any questions by the public during public comment will be followed up on by the Town Manager and Town staff. Those who are speaking are requested to state their name and address for the record.*

PRESENTATIONS - 6:05 PM *Prescheduled presentations from the public are limited to 5 minutes. Invited presentations are limited to 10 minutes. Prior arrangements for presentations are made with the Town Clerk. The Council cannot appropriate funds or waive fees in response to a presentation.*

1. Eagle River Coalition

CONSENT AGENDA - 6:15 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes- Town Council Meeting September 9, 2025
2. Resolution 61, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the 2026 Property Casualty Preliminary Contribution Quotation"

STAFF REPORTS *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

BUSINESS ITEMS - 6:20 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Grand Avenue Phase 1
2. Ordinance 9, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado, Approving the Purchase of Real Property Located at 678 Grand Avenue.
3. Resolution 62, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Accepting a Petition for Annexation of Two Parcels of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (Eagle Meadows Annexation No. 1 and No. 2)
4. Resolution 64, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado, Allocating Fifty Percent (50%) of the Proceeds From the Haymeadow PUD Real Estate Transfer Assessment to the Town's Open Space Fund
5. Your Father's Office LLC dba Second Street Tavern Tobacco License Application Review

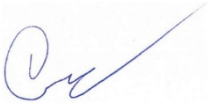
COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:40 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

EXECUTIVE SESSION - 7:45 PM

1. An Executive Session pursuant to C.R.S. §24-6-402(4)(a), 4(b), and 4(e) to consider the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest; to receive legal advice from the Town Attorney on specific legal questions; and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations and instruct negotiators relating to the exchange of real property interests for the settlement of potential legal claims.
2. An Executive Session pursuant to C.R.S. §24-6-402(4)(b) for a conference with the Town Attorney for the purposes of receiving legal advice on specific legal questions relating to mitigating payroll liability.
3. Conclude the regular meeting upon the adjournment of the Executive Session.

ADJOURN - 8:20 PM

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.



Camille Deering
Town Clerk

PUBLIC WIFI – Town of Eagle Public Wi-Fi



EAGLE RIVER COALITION

Protecting Our Local Watersheds

September 16, 2025

Dear Mayor Turnipseed and the Eagle Town Council,

The Eagle River Coalition wishes to thank the Eagle Town Council for its support of local rivers and streams, as well as the wildlife, residents, and visitors who rely on them. We appreciate the opportunity to join your upcoming council meeting to share about how collaboration amongst entities such as the town strengthens and is fundamental to our initiatives.

The Eagle Town Council has supported the Water Quality Monitoring and Assessment Program (WQMAP) program with a \$12,000 contribution annually since at least 2013. We are respectfully requesting a \$1,000 increase in annual support for the program, beginning with 2026's request for \$13,000.

WQMAP is a long-term monitoring and reporting program designed to be a watchdog for Eagle River water quality, as well as a central information clearinghouse and sharing forum for local communities. It is the sentinel for long-term watershed change and provides feedback on the impacts of ongoing urbanization. Additionally, program outputs inform Clean Water Act protection of our streams, local land use planning and decisionmaking, and local permitting.

The program is funded as a partnership by recurring contributions from 15 municipal governments, special districts, and private companies. However, increases in costs at our partner state and federal agencies, coupled with years of static local funding have created a structural deficit in the program's budget.

Threats to water quality in the Eagle River Watershed have shifted over time. Legacy impacts from resource extraction activities in the last century such as mining, grazing, and timber are no longer the primary drivers of poor water quality. The primary drivers of water quality degradation on the Eagle River are now; urbanization and poorly-managed residential, and; urban development and decreases and alterations to native streamflows by increasing human uses, coupled with climate change.

Reduced and altered streamflows threaten local environments, fisheries, and overall stream health by concentrating the impacts of existing pollutants, as well as increasing long-term stream temperatures. Understanding, preventing, and mitigating these impacts will be more important than ever if Eagle County communities like Eagle want to have both healthy human and healthy natural communities. Monitoring programs are foundational activities that support all other decisionmaking regarding water resource protections and water quality.

We are hopeful that you will consider our request for a funding increase of this critical program.

Many thanks,

A handwritten signature in black ink, appearing to read "Vicki J" followed by a long, sweeping horizontal line.

Vicki Flynn
Executive Director

*



EAGLE RIVER COALITION

Protecting Our Local Watersheds

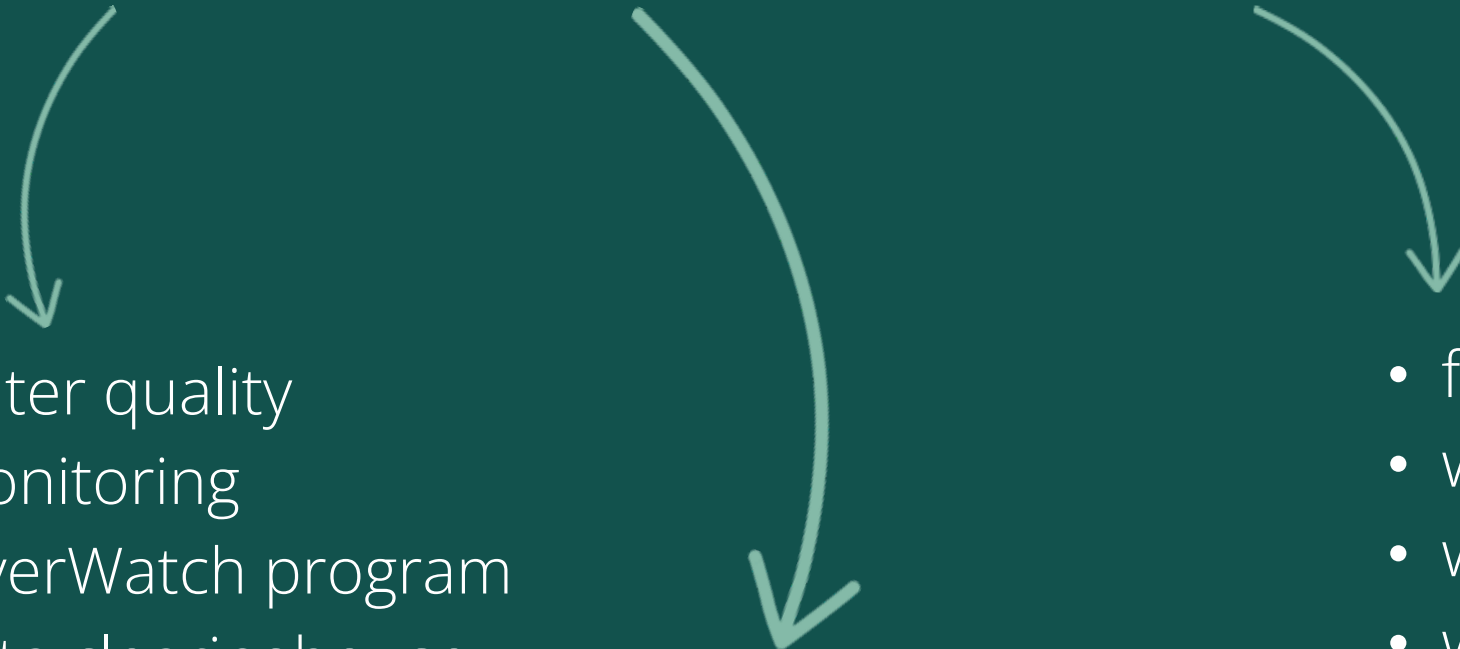
Our Mission:



**EAGLE RIVER
COALITION**

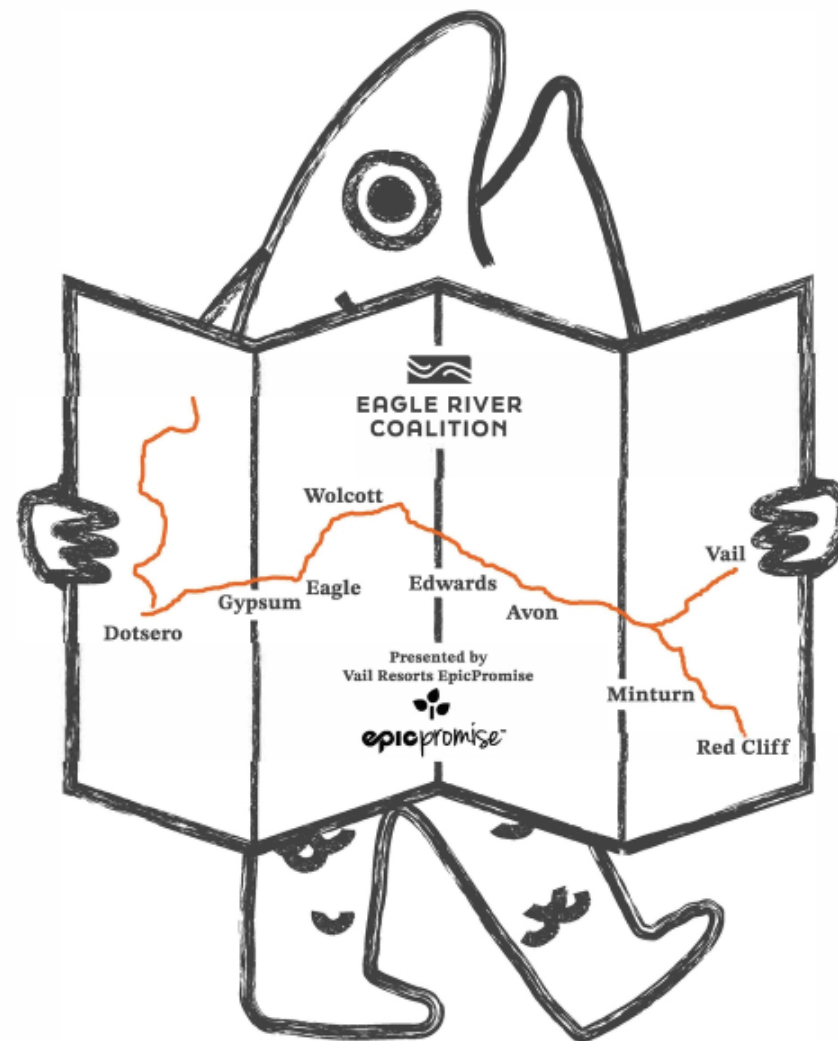
Protecting Our Local Watersheds

Advocate for the health of the Upper Colorado & Eagle River basins through **research, projects & education.**

- 
- water quality monitoring
 - RiverWatch program
 - data clearinghouse
 - referral agency
 - riparian restoration projects
 - river and highway cleanups

- film festival
- water law basics
- water temperature and flow dashboards
- water-wise landscaping and demonstrations
- Water Festival event for 5th graders
- Bilingual Community Float
- Other community education programming

Thank you for your support!



EAGLE RIVER COALITION

Protecting Our Local Watersheds

Great Blue Heron Sponsors

Eagle County
Eagle River Water &
Sanitation District
Town of Vail

River Otter Sponsors

Alan-Bradley Windows & Doors
Arrigoni Woods
Edwards Metropolitan District
First Bank
Minturn Whisky Co.
Re/Max Elevate Vail Valley
Slifer Smith & Frampton Foundation
Town of Avon
Town of Gypsum
Vail Health

Rainbow Trout Sponsors

Collett Enterprises, Inc
Town of Eagle
RA Nelson

Collaborative Highlights

Riparian Restoration



Planting hundreds of native plants annually - **more than 400** valley-wide in 2025!

Community Cleanups



Removing **20+ tons** of trash annually through river and highway cleanups, thanks to 850+ volunteers.

Community Engagement



Annually introducing **~70 new Spanish-speaking** community members to their river through a free guided float featuring water quality education.

Collaborative Highlights

Protecting Headwaters Areas



Annual fen tours - leading Homestake Valley community science efforts - and partnering with Restore the Gore program.

Beyond Lawn Program



A partnership with Eagle County Conservation District. In the first three years of the program we have engaged **300+** community member and supported the removal of **60,000 SQ FT** of turf grass removed

Eagle River Water Festival



Hosting a free water education day for all 350-400 of Eagle County's 5th-graders to introduce them to water-related topics of all kinds. With presenters from 20+ organizations

Eagle River Community Water Plan

Scan here to check out the Eagle River Community Water Plan



Or visit:
eagleriverco.org/waterplan

Primary Goal: To consider past, present and future human and ecosystem river health values to identify opportunities to correct historical degradation and prevent and mitigate against undesirable future conditions.

- Engaged key stakeholders in creation
- Local municipalities have adopted
- Created an advisory council
- Guiding plan for prioritization of current and future projects



THE EAGLE RIVER FUND

is a permanent funding source to support local **river projects**.



Documented need

Projects should be included in community plans and benefit the Eagle River.



Gap funding

Projects must have secured additional funding from outside sources.



Eligibility

Applicant must serve a charitable purpose and/or hold 501(c)(3) status (governmental entities may be eligible).

It is a secure source of funding to support local river health for generations to come.

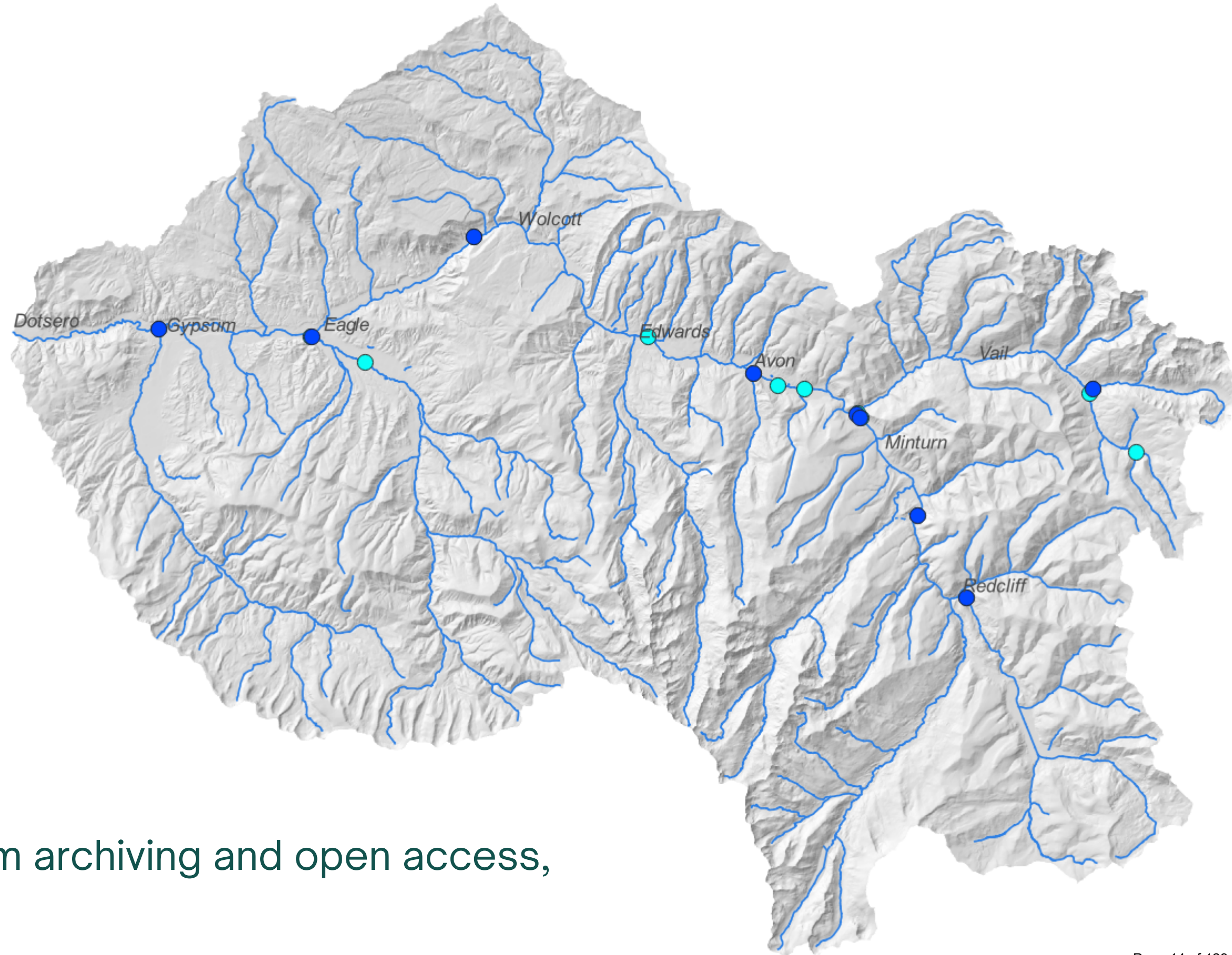


Water Quality Monitoring & Assessment Program



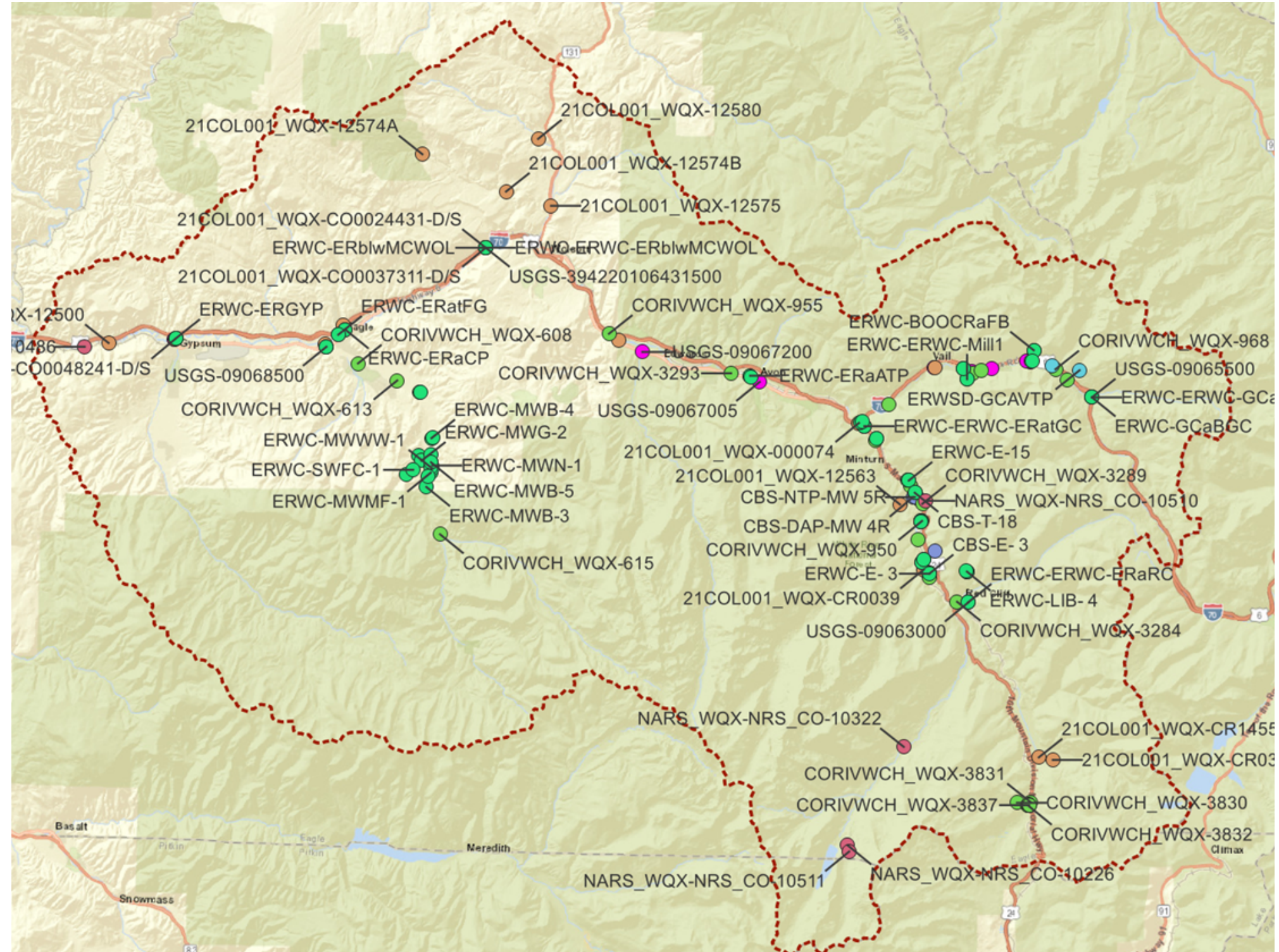
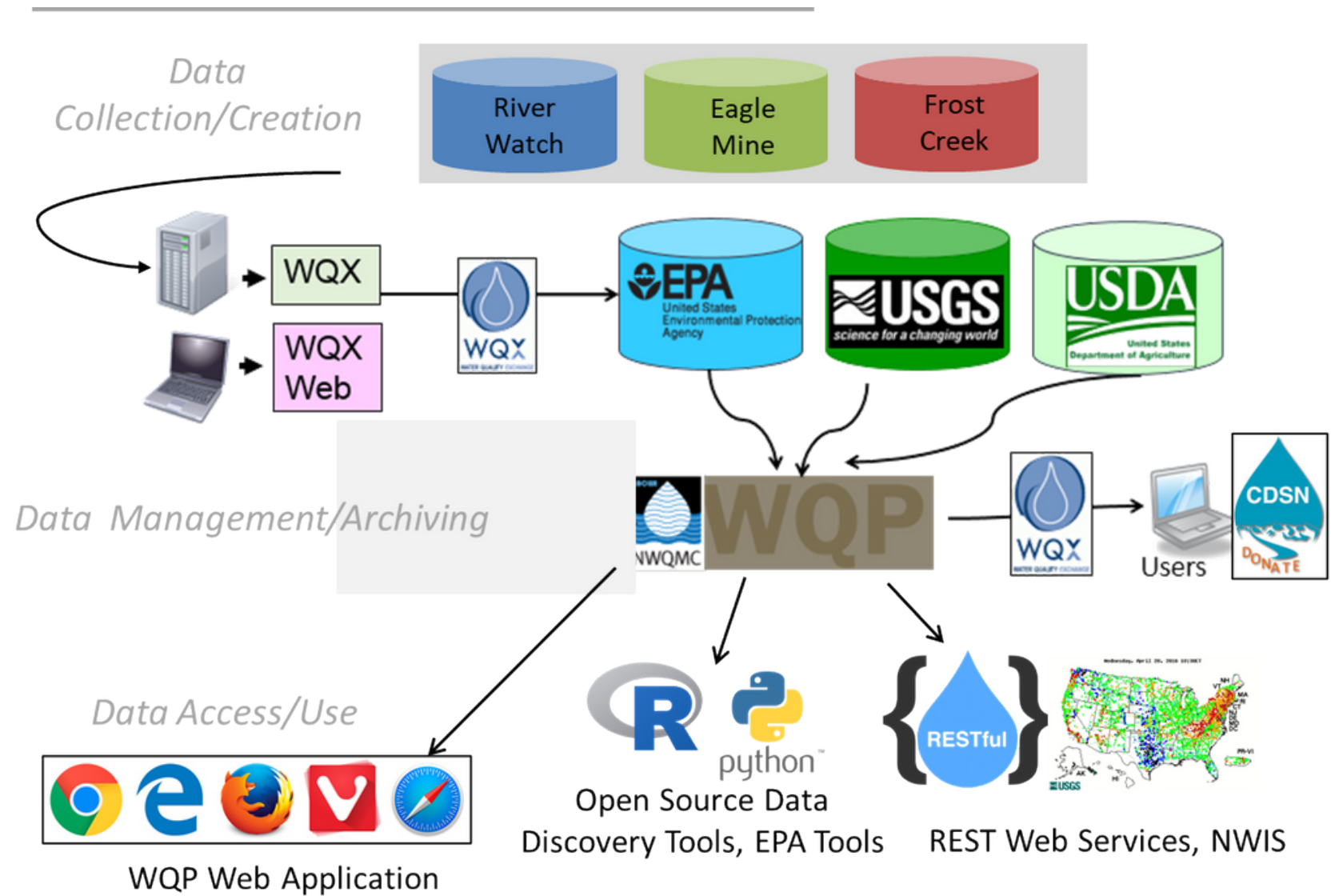
Water Quality Monitoring & Assessment Program

- WQMAP monitoring program is *the* long-term sentinel for watershed change in the Eagle Basin
 - 9 USGS-operated water chemistry sites
 - 11-15 macroinvertebrate sites
 - additional complimentary USGS data streams (temp, SC, pH)
- 1st-in class program compared to peer watersheds like Blue, Roaring Fork, Garfield County, Arkansas and Gunnison basins
- Gold-standard data QAQC, long-term archiving and open access, reporting products



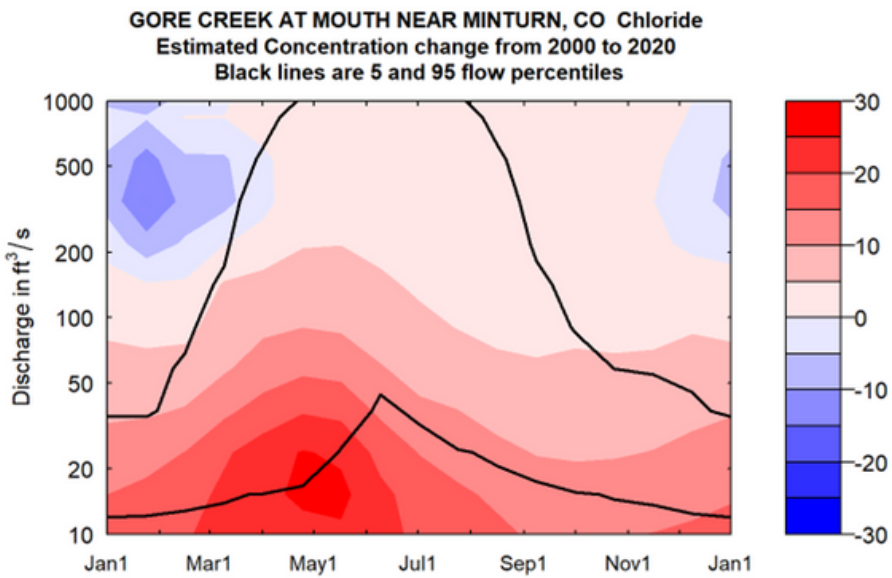
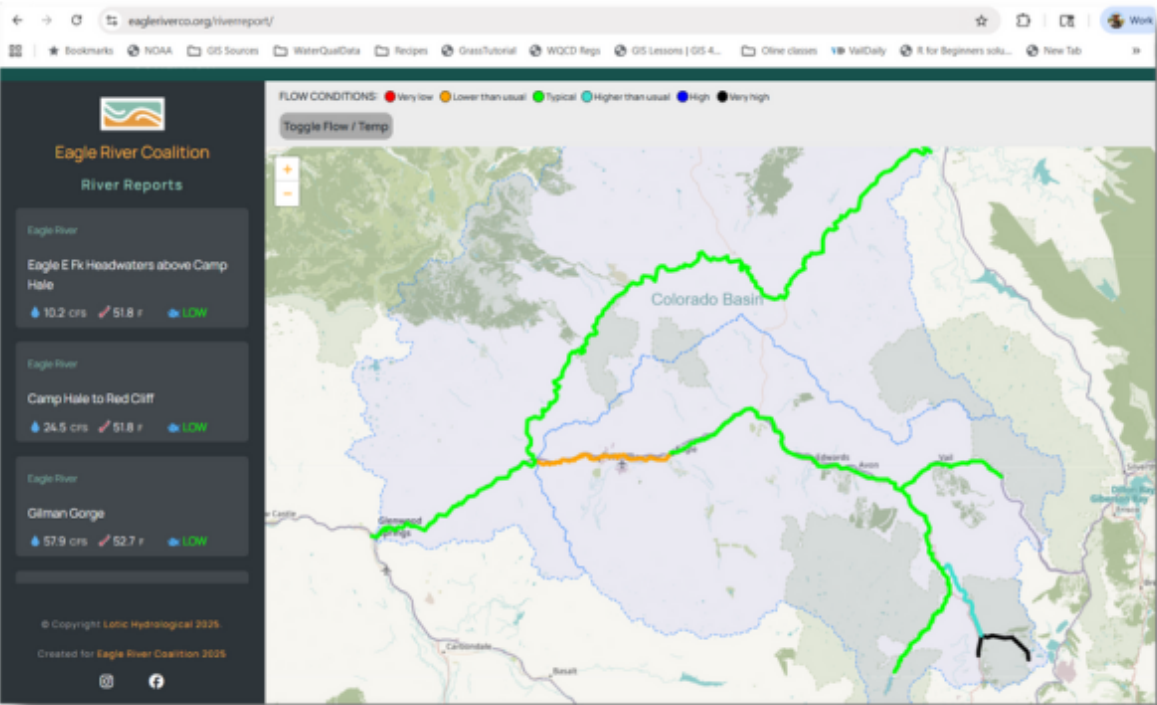
Water Quality Monitoring & Assessment Program

- In addition to direct-funded monitoring, WQMAP leverages the data collection of *all other reporting entities* for analysis and local community needs support



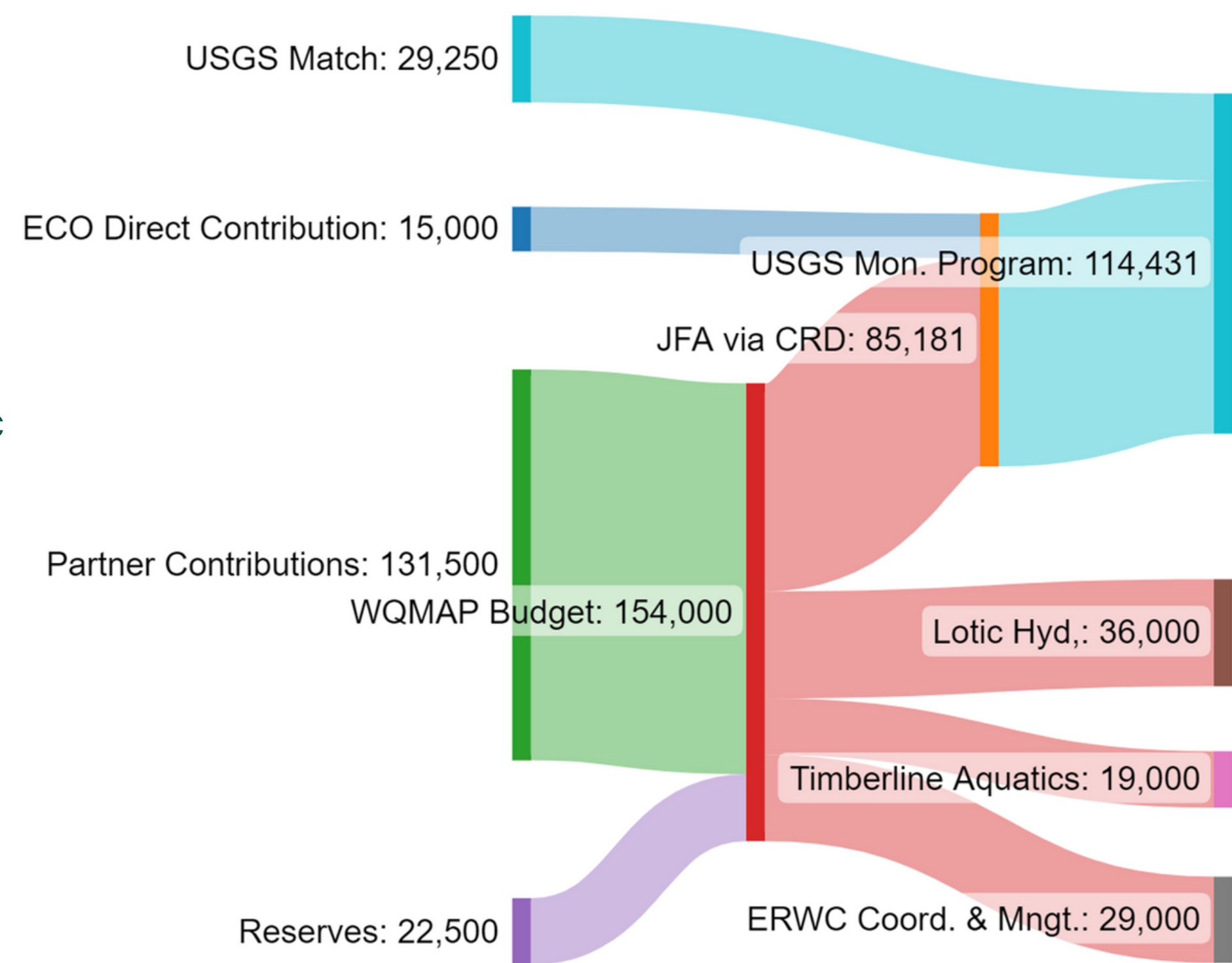
Water Quality Monitoring & Assessment Program

- Data collection alone yields little value
- Analyses, reporting, and user tools that targets stakeholder needs for watershed management and decision-making are the long-term value
- WQMAP generates a variety of reporting and communication tools including: Water Quality Report Cards, Storymaps, Data Dashboards, Public Presentations, Focus Studies and Special Reports



Water Quality Monitoring & Assessment Program

- WQMAP was established based on mandates from local stakeholders like ERWSD stemming from the 1996 and 2013 Watershed Plans, the Eagle Basin 208 Plan, and other committees
- Intended as a consensus-based, coordinated, central clearinghouse for monitoring and reporting activities between municipal entities, state/federal agencies, public
- ERC was set up by ECO, ERWSD, and others as the fiscal agent to accept and re-direct funds to CRD/USGS for water quality monitoring, ERC staff tasked with analysis/reporting
- Relatively static local funding levels for ~10 years coupled with increasing costs at partner agencies (CRD/USGS) have created a structural budget deficit
- ERC is working towards increasing program revenues *and* decreasing program costs to stabilize the budget



(2023 approximate funding flows)

Thank you!
**We look forward to a continued
partnership in 2026!**

970.827.5406 | 215 Eagle, PO Box 5740 CO 81631 | eagleriverco.org



MEETING MINUTES
Town Council
Tuesday, September 9, 2025
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This was an in-person meeting using Teams.*

CALL TO ORDER - 6:05 PM

Mayor Turnipseed called the meeting to order at 6:05 p.m.

ROLL CALL

COUNCIL MEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier,
Geoffrey Grimmer, Jamie Woodworth Foral, Bryan
Woods

COUNCIL MEMBERS ABSENT

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant Town Manager
Richard Peterson-Cremer, Town Attorney
Camille Deering, Town Clerk
Rachel Tand, Finance Director/Treasurer
Carrie Buhlman, Police Chief
Tom Gosiorowski, Public Works Director
Peyton Heitzman, Community Development Director
Lynette Horan, Human Resources Manager
Molly Furtado, Special Events Manager
Sydney Dynek, Planner
Jessica Lake, Senior Planner
Kira Koppel, Sustainability Specialist
Alex Smiley, Open Space & Trails Manager
Ryan Goebel, IT Analyst
Kevin Aoki, Information Technology Manager
Nikki Davis, Economic Development & Housing Specialist
Ashley Lafleur, Communications Specialist

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Council Member Bryan Woods motioned to approve the adoption of the agenda. The motion was seconded and passed with a vote of 6 in favor (Grimmer, Woods, Bodenhemier, Kerst, Turnipseed, Woodworth Foral) and 0 opposed.

PUBLIC COMMENT

Mayor Turnipseed opened Public Comment for items not on tonight's agenda, there was no public comment.

CONSENT AGENDA

MOTION: Council Member Bryan Woods motioned to approve the Consent Agenda. The motion was seconded and passed with a vote of 6 in favor (Grimmer, Woods, Bodenhemier, Kerst, Turnipseed, Woodworth Foral) and 0 opposed.

1. Town Council Meeting 8.26.2025 Minutes
2. Bill Pay

STAFF REPORTS

1. Town Manager Update
2. Department Update

BUSINESS ITEMS

1. Resolution 63, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado, To Appoint One Vacancy on the Town of Eagle Planning and Zoning Commission."

The council appointed Andrew Atkins to fill a vacancy on the Town of Eagle Planning and Zoning Commission, following Andrew's remarks about his background and willingness to serve.

MOTION: Council Member Bryan Woods motioned to approve Resolution 63, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado, To Appoint One Vacancy on the Town of Eagle Planning and Zoning Commission." The motion was seconded and passed with a vote of 6 in favor (Grimmer, Woods, Bodenhemier, Kerst, Turnipseed, Woodworth Foral) and 0 opposed.

2. Ordinance 8, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Setting the Effective Date of Ordinance No.6, Series 2025.

Mayor Turnipseed opened the floor for public comment on the issue.

- Ed Oiler, Eagle Business Owner, spoke against the flavored tobacco ban, arguing that such products constitute 70% of his tobacco sales, have helped people quit smoking, and that banning them would not prevent youth access due to online availability.

Mayor Turnipseed closed public comment, and Council made no further comment before approving Ordinance 08, Series 2025, setting the effective date for the previously passed flavored tobacco ordinance to January 1, 2026.

MOTION: Council Member Bryan Woods motioned to approve the Ordinance 8, Series 2025, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Setting the Effective Date of

Ordinance No.6, Series 2025. The motion was seconded and passed with a vote of 4 in favor (Grimmer, Woods, Bodenhemier, Woddworth Foral) and 2 opposed (Kerst, Turnipseed).

3. IMPACT Accelerator Regional Grant Application Letter of Support

Town of Eagle Sustainability Specialist Kira Koppel presented the Impact Accelerator Regional Grant Application, led by CORE and the City of Aspen. The council approved a letter of support to secure funding for regional net-zero initiatives.

MOTION: Council Member Bryan Woods motioned to approve and sign the letter of support. The motion was seconded and passed with a vote of 5 in favor (Grimmer, Woods, Bodenhemier, Kerst, Turnipseed) and 1 opposed (Woodworth Foral).

4. Community Sustainability Project Funding Recommendations

Town of Eagle Sustainability Specialist Kira Koppel and the Sustainability Action Committee presented recommendations for allocating \$15,000 in community sustainability funding, with the council approving support for residential curbside compost outreach and energy efficiency rebates, supplemented by the Palmer Fund.

Council Member Grimmer remained present but recused himself from the discussion and vote due to his work with the Palmer Fund.

MOTION: Council Member Bryan Woods motioned to approve the Sustainability Action Committee's recommendations and direct staff to proceed with awarding dollars in accordance with the recommendations. The motion was seconded and passed with a vote of 5 in favor (Woods, Bodenhemier, Kerst, Turnipseed, Woodworth Foral) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council members shared updates on upcoming meetings, local projects, and committee activities, including the I-70 Eagle Airport Interchange Project, OSRAC discussions on e-bikes and creek restoration, and the Transit Authority's 10-year plan adoption.

EXECUTIVE SESSION - 6:31 PM

MOTION: Council Member Scott Turnipseed motioned to enter into Executive Session at 6:31 p.m. to receive legal advice from the Town attorney and special counsel pursuant to CRS 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators pursuant CRS 24-6-402(4)(e) regarding the Eagle Meadows Annexation, and adjourn the meeting at the end of the Executive Session. The motion was seconded and passed with a vote of 6 in favor (Grimmer, Woods, Bodenhemier, Kerst, Turnipseed, Woodworth Foral) and 0 opposed.

1. An executive session to receive legal advice from the Town attorney and special counsel pursuant to CRS 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators pursuant CRS 24-6-402(4)(e) regarding the Eagle Meadows Annexation.

ADJOURN

Date:

Scott Turnipseed, Mayor

Camille Deering, Town Clerk



To: Mayor and Town Council

From: Jill Kane, Accounting Manager

Date: September 23, 2025

Agenda Item: Resolution 61, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the 2026 Property Casualty Preliminary Contribution Quotation"

REQUEST: Staff is requesting that the Town Council review and approve the 2026 Property & Casualty (P/C) preliminary contribution quotation from CIRSA.

INTRODUCTION: Each year, CIRSA provides the Town with an estimated quotation for P/C insurance coverage, which must be accepted by October 1, 2025. Based on CIRSA's deductible analysis—comparing premiums against the Town's prior three years of claims—staff is recommending modification of two deductibles.

With these adjustments, the preliminary 2026 P/C coverage quote is \$418,830, an increase of \$43,497 (11.6%) over 2025 initial premiums. If deductibles remained at 2025 levels, the 2026 quote would be \$430,652, a 14.7% increase.

ANALYSIS:

Premiums are determined based on the following factors:

1. **Performance of the Town** – The Town's claims and loss experience in the prior year.
2. **Changes in the number or valuation of assets** – Assets are insured at replacement value and adjusted for inflation annually, with any increases or decreases impacting the premium.
3. **Budget growth** – As the Town's budget continues to grow annually, this also affects the premium.
4. **Industry trends** – Market-wide issues continue to impact rates. In 2025, CIRSA cited catastrophic wind and hail events, along with significant law enforcement liability claims, as reasons for requiring higher minimum deductibles across all member entities, including the Town.

Town of Eagle CIRSA Deductibles:	2025	2026
All Risk Property Deductible	25,000	25,000
Auto Liability Deductible	2,500	2,500
Auto Physical Damage Deductible	5,000	5,000
General Liability Deductible	2,500	10,000
Public Officials Errors & Omissions Liability Deductible	2,500	10,000
Law Enforcement Liability Deductible (required minimum)	25,000	25,000

Based on CIRSA's deductible analysis, the Town has the potential to achieve annual savings by strategically increasing deductibles. Although future claims activity cannot be predicted, staff believe this is a reasonable risk given the Town's relatively low number of public official and general liability claims that have met the current \$2,500 deductible.

PUBLIC OFFICIALS ERRORS & OMISSIONS			
	Deductible	Annual Premium	Premium Savings
Current	2,500	\$ 70,616	
Recommended	10,000	\$ 63,554	\$ 7,062
Prior 3-year Average Annual Savings with Increased Deductible			
			\$ 4,562
GENERAL LIABILITY			
	Deductible	Annual Premium	Premium Savings
Current	2,500	\$ 38,497	
Recommended	10,000	\$ 33,737	\$ 4,760
Prior 3-year Average Annual Savings with Increased Deductible			
			\$ 4,727

Historical Premium Trends for Eagle:

- 2010–2018: Averaged **2% annual increase** (from \$126,630 to \$143,554).
- 2018–2024: Averaged **18% annual increase** (from \$143,554 to \$297,431).
- 2025: Increased **20.7%** to \$375,333.
- 2026: Proposed **11.59% increase** to \$418,830.

COMMUNITY INPUT: There has been no public input on this matter.

BUDGET / STAFF IMPACT: The 2025 town-wide budget for CIRSA insurance coverage is \$407,762, of which the Town has spent \$405,240 to date. This budget includes CIRSA's initial annual premiums, premiums for the Equipment Breakdown policy (required under the intergovernmental agreement with Mountain Recreation), and an allocation for deductibles and asset additions throughout the year.

In the first draft of the 2026 budget, staff is projected an 8% increase over the 2025 budget, equating to \$440,383. However, upon review of departmental budget for this staff memo, we realized that the police department's insurance budget was not updated appropriately. Correcting this will require an increase to the police department budget by \$23,032 to get to the 8% increase. Staff is recommending the 2026 Town-wide Insurance budget be revised to \$448,586, which is a \$40,824 or 10% increase over 2025 total town-wide budget. Staff will make these adjustments to the next iteration of the 2026 operating budget.

TOWNWIDE INSURANCE BUDGET					
	2025	2026 Proposed Draft	2026 Updated Budget	Change	% Change
Initial Premiums	\$ 375,333		\$ 418,830	\$ 43,497	11.59%
Equipment Breakdown	10,868		11,737	869	8.00%
Deductibles & Asset Additions	21,561		18,019	(3,542)	-16.43%
Total Budget	\$ 407,762	\$ 416,936	\$ 448,586	\$ 40,824	10.01%

The Town will be billed for the insurance payment on January 1, 2026. There is no expected impact on staff.

STRATEGIC PLAN ALIGNMENT: This agenda item does not achieve any stated major objective; however, the Town must carry P/C coverage as required by law.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Resolution 61, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the 2026 Property Casualty Preliminary Contribution Quotation".

ATTACHMENTS:

1. Resolution 61, 2025
2. 2026 CIRSA Property & Casualty Preliminary Contribution Quotation
3. 2026 CIRSA Services

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 61
(Series of 2025)

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPROVING THE 2026 PROPERTY AND CASUALTY PRELIMINARY CONTRIBUTION
QUOTATION

WHEREAS, the Town desires to obtain Property and Casualty insurance for fiscal year
2026;

WHEREAS, CIRSA ((Colorado Intergovernmental Risk Sharing Agency) serves as the
Town's insurance provider for property and casualty coverage;

WHEREAS, on August 29, 2025, the Town received a 2026 Property and Casualty
preliminary contribution quotation from CIRSA in the amount of \$418,830.48 including all
applicable credits; and

WHEREAS, pursuant to the financial and budget policy adopted by the Town, all contracts
exceeding \$50,000 for professional services must be reviewed and approved by the Town
Council prior to the execution of the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE,
COLORADO, THAT:

Section 1. The Town Council hereby approves the 2026 Property and Casualty
preliminary contribution quotation provided by CIRSA in the amount of \$418.830.48 and directs
the Town Manager to execute the quotation by October 1, 2025 to secure the renewal. The
approval and execution of this quotation do not obligate the Town to make any payment prior
to the adoption of the 2026 budget; payment will be made in accordance with the adopted
2026 budget.

INTRODUCED, READ, PASSED AND ADOPTED ON September 23, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk

August 29, 2025

Rachel Tand, Finance Director
Town of Eagle
P.O. Box 609
Eagle, CO 81631

RE: 2026 Property/Casualty Preliminary Contribution Quotation(s)

Dear Rachel:

Enclosed is the preliminary quotation(s) for your 2026 contribution to the CIRSA Property/Casualty Pool.

We are pleased to report that the 2026 average increase for Property/Casualty coverage is 5.42%. Your entity's quote(s) may reflect a greater or lesser increase, or overall decrease, depending on a variety of underwriting factors, including loss experience, changes in exposures, changes in total operating expenditures, chosen deductibles and limits, and other factors.

For your convenience, this quote(s) includes a breakdown of contribution by line of coverage, the amount of any Loss Control Credits available to your entity, and optional payment plans. If you requested alternative quote options reflecting different liability limits or various deductible options for 2026, these quotes are also included.

If you would like to explore additional liability limits or deductible options, CIRSA's Finance Team is available to assist you with this assessment. Keep in mind that selecting a higher deductible means your entity will assume more of the cost in the event of a claim. Therefore, it's crucial to evaluate your entity's ability to handle a higher deductible. Please contact Linda Black, Assistant Director and Chief Financial Officer, at (720) 605-5440 or lindab@cirsa.org.

The attached quotation(s) provides a preliminary quotation(s). Final invoices, e-mailed on December 18, 2025, will be adjusted for any changes made to your 2026 renewal application. Moreover, quoted contributions may also change if CIRSA membership changes significantly for 2026 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

If your entity is a member of both the workers' compensation pool and the property/casualty pool, each quote reflects a 1.5% multi-pool discount. If your entity withdraws from either pool effective January 1, your entity is no longer eligible for the multi-pool discount, and a new quote for the pool you are remaining in will need to be generated and accepted.

Also included in this packet is a general description of the types and monetary limits of the proposed coverages to be provided to 2026 CIRSA Property/Casualty members.

If you requested a quote for one or more of the CIRSA self-funded optional coverage programs, Excess Cyber (Data Privacy and Network Security), No-Fault Water Line Rupture and/or Sewer Back-Up coverage, or Property Damage Caused by Member's Operation of Mobile Equipment coverage the quotes and plan information are included in this renewal quote packet.



If you have requested quotations for any of the optional coverage programs including Equipment Breakdown, Excess Crime, Community Service Workers' Accident Medical Plan, Sports Accident Medical Plan, Occupational Accidental Death and Dismemberment Plan, Volunteer Accident Medical Plan, or Detainee Medical coverage, they are not included in this mailing. The majority of the carriers that provide coverage for each program are unable to provide quotes until later this year. We anticipate that quotations for these optional coverages will be emailed to members in October.

The acceptance forms must be completed and returned to CIRSA on or before **Wednesday, October 1, 2025**. When completing your property/casualty form, please make sure to:

- Initial the desired quote option you wish to accept for 2026.
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the quotation sheet.
- Indicate which payment option you would like for 2026 on the quotation sheet.
- Indicate if you will be participating in the optional Uninsured/Underinsured Motorist Coverage, Excess Cyber coverage, No-Fault Water Line Rupture and/or Sewer Back-Up coverage, or Property Damage Caused by Member's Operation of Mobile Equipment coverage program(s).
- Return the signature page signed by an authorized signer.

When completing your optional coverage forms, please make sure to:

- Indicate if you wish to accept or decline coverage.
- Return the signature page signed by an authorized signer.

We thank you for your continued membership in CIRSA, and for your commitment to public entity pooling. Our CIRSA Services Brochure is also attached. If you would like further information, or a virtual or face-to-face meeting, please reach out to Shannon Pursley, Communications & Engagement Manager, at (303) 594-6249 or shannonp@cirsa.org. We are also available to give presentations to your governing body upon request.

Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2026.

Sincerely,



Tami A. Tanoue
Executive Director

Enc.



CIRSA Property/Casualty Pool
Preliminary 2026 Contribution Quotation
EA2026PC-08

Town of Eagle
P.O. Box 609
Eagle, CO 81631

All Risk Property Deductible:	\$25,000
Standard – 1% of individual damage building values or .1% of total building values.	
Auto Liability Deductible:	\$2,500
Auto Physical Damage Deductible:	\$5,000
General Liability Deductible:	\$10,000
Public Officials Errors & Omissions Liability Deductible:	\$10,000
Law Enforcement Liability Deductible:	\$25,000
Auto Liability Limit:	\$5,000,000
Liability Limit:	\$10,000,000

Description	Amount
Total 2026 Preliminary Quotation before Credits	\$419,644.48
Multi-Pool Discount Applied?	No

*If your entity is a member of both pools (PC & WC), each quote reflects a 1.5% multi-pool discount. If your entity withdraws from either pool effective January 1, your entity is no longer eligible for the multi-pool discount. A new quote for the pool you are remaining in will need to be generated and accepted

Loss Control Credits (Please indicate the amount that you wish to use. Amount may be split between available options.)

Description	Amount	Credit Options		
		Credit Contribution	Deposit/Leave in Account	Send Check
2025 Loss Control Audit Credit	(\$814.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
Total Preliminary Quotation with all Available Credits	\$418,830.48			

Billing Options (Please indicate which option you choose)

☐ Annual Billing on January 1, 2026
☐ Quarterly Billing January 1, April 1, July 1, and October 1, 2026

To Renew with Quoted Option Initial Here: _____



CIRSA Property/Casualty Pool
Preliminary 2026 Contribution Quotation
EA2026PC-08

	Exposure	Contribution
PROPERTY COVERAGE		
All Risk Property Building Values	\$121,567,444.00	\$176,522.65
All Risk Property Contents Values	\$1,259,976.00	\$1,829.02
OTHER PROPERTY		
Business Income	\$46,600.00	\$67.56
Loss of Rents	\$49,680.00	\$72.03
Extra Expense	\$127,345.00	\$184.63
Valuable Papers	\$21,630.00	\$31.36
Electronic Data Processing	\$250,000.00	\$362.46
Accounts Receivable	\$0.00	\$0.00
Fencing	\$102,164.00	\$148.12
Mobile Equipment	\$2,075,381.00	\$3,008.97
Employee-Owned Tools	\$0.00	\$0.00
Law Enforcement Animals	\$0.00	\$0.00
Overhead Transmission Lines or Distribution Lines & Poles	\$0.00	\$0.00
Park Equipment	\$645,968.00	\$936.55
Athletic Equipment	\$277,120.00	\$401.78
Outdoor Lighting	\$1,036,948.00	\$1,503.41
Transformers	\$0.00	\$0.00
Signage	\$232,565.00	\$337.18
Swimming Pool Items	\$0.00	\$0.00
General Outdoor Items	\$83,085.00	\$120.46
Other Miscellaneous Property	\$518,473.00	\$751.70
Fine Arts	\$133,900.00	\$194.13
Golf Courses	\$0.00	\$0.00
Watercraft	\$0.00	\$0.00
Drones	\$0.00	\$0.00
AUTO LIABILITY COVERAGE		
All Trucks	36	\$4,762.14
Ambulances	0	\$0.00
Cars/Truck-Emergency Response	23	\$4,803.91
Cars-Passenger	9	\$626.60
Fire Trucks	0	\$0.00
Motorcycles	0	\$0.00
School Buses	0	\$0.00
Street Sweepers	1	\$132.28
Trailers	16	\$0.00
Transportation Buses	0	\$0.00
AUTO PHYSICAL DAMAGE COVERAGE		
All Trucks Values	\$2,459,500.00	\$17,203.22
Ambulances Values	\$0.00	\$0.00
Cars/Truck-Emergency Response Values	\$1,155,196.00	\$8,080.13
Cars-Passenger Values	\$318,000.00	\$2,224.28
Fire Trucks Values	\$0.00	\$0.00
Motorcycles Values	\$0.00	\$0.00
School Buses Values	\$0.00	\$0.00
Street Sweepers Values	\$290,000.00	\$2,028.43
Trailers Values	\$168,113.00	\$1,175.88
Transportation Buses Values	\$0.00	\$0.00
GENERAL LIABILITY COVERAGE		
Total Operating Expenditures (less airport expenditures)	\$55,083,585.00	\$28,145.97
SEPARATELY-RATED EXPOSURES		
Electric Distribution Payroll	0.00	\$0.00
Electric Generation Payroll	0.00	\$0.00
Gas Payroll	0.00	\$0.00
Residential Property Square Footage	914.00	\$47.02
Jail/Holding Facilities Area	0.00	\$0.00



CIRSA Property/Casualty Pool
Preliminary 2026 Contribution Quotation
EA2026PC-08

Recreational Facilities Area	0.00	\$0.00
Swimming Pools (Total Number)	1.00	\$57.10
Water/Sewer Payroll	1,973,095.00	\$5,486.74
<u>PUBLIC OFFICIALS ERRORS & OMISSIONS COVERAGE</u>		
Total Operating Expenditures (less airport expenditures)	\$55,083,585.00	\$59,094.90
Employment Practices Liability	\$55,083,585.00	\$3,173.69
Employment Benefit Liability	\$55,083,585.00	\$1,285.55
<u>LAW ENFORCEMENT LIABILITY</u>		
Police Department Full Time Officers	17.00	\$94,844.63
Police Department Reserve/Part Time Officers	0.00	\$0.00
<u>Optional Coverages</u>		
Property Damage from Mobile Equipment		\$0.00
No-Fault Water Line Rupture and/or Sewer Backup	Option	\$0.00
Total Contribution		\$419,644.48

Eagle Property Schedule - EA2026PC-08

Cirsa I D	Use	Address	Postal	Remove Building	Remove Date	Property Excluded	Building Value	Contents Value	Deductible	Final Property Contribution	Final Contents Contribution	Contribution	Member
09150162	Brush Creek Park - Art Studio	909 Capital St.	81631	No		No	\$918,900.00	\$14,887.00	\$25,000	\$1,332.26	\$21.58	\$1,353.84	Eagle
09150163	Brush Creek Park - Dairy Barn & Storage	909 Capital St.	81631	No		No	\$399,300.00	\$0.00	\$25,000	\$578.92	\$0.00	\$578.92	Eagle
09150160	Brush Creek Park - Pavilion Building	909 Capital St.	81631	No		No	\$1,085,300.00	\$74,433.00	\$25,000	\$1,573.51	\$107.92	\$1,681.43	Eagle
09150211	Brush Creek Park - Pedestrian Bridge	909 Capital St.	81631	No		No	\$248,119.00	\$0.00	\$25,000	\$359.73	\$0.00	\$359.73	Eagle
09150210	Brush Creek Park - Restroom Building	909 Capital St.	81631	No		No	\$82,538.00	\$0.00	\$25,000	\$119.67	\$0.00	\$119.67	Eagle
09150198	Brush Creek Park/Community Gardens-Cuckoo Barn Storage	1154 Capitol Street	81631	No		No	\$116,204.00	\$0.00	\$25,000	\$168.48	\$0.00	\$168.48	Eagle
09150004	Cemetary Water Storage Tank - 300,000 Gallons	Upper Kaibob	81631	No		No	\$1,027,692.00	\$0.00	\$25,000	\$1,489.99	\$0.00	\$1,489.99	Eagle
09150017	Chamber Park - Historical Museum Barn	100 Fairgrounds Rd.	81631	No		No	\$1,094,400.00	\$27,361.00	\$25,000	\$1,586.70	\$39.67	\$1,626.37	Eagle
09150002	Chambers Park - Historical General Store	100 Fairgrounds Rd.	81631	No		No	\$176,500.00	\$30,401.00	\$25,000	\$255.90	\$44.08	\$299.98	Eagle
09150018	Chambers Park - Information Center	100 Fairgrounds Rd.	81631	No		No	\$683,000.00	\$44,994.00	\$25,000	\$990.24	\$65.23	\$1,055.47	Eagle
09150007	Chambers Park - Non-Potable Irrigation Pump Station	100 Fairgrounds Rd.	81631	No		No	\$59,700.00	\$0.00	\$25,000	\$86.56	\$0.00	\$86.56	Eagle
09150008	Chambers Park - Public Restroom Building	100 Fairgrounds Rd.	81631	No		No	\$144,400.00	\$2,281.00	\$25,000	\$209.36	\$3.31	\$212.67	Eagle
09150209	Communications Tower	Upper Kaibab	813631	No		No	\$184,236.00	\$15,000.00	\$25,000	\$267.11	\$21.75	\$288.86	Eagle
09150170	Eagle Pool and Ice Rink - Building	1700 Bull Pasture Rd.	81631	No		No	\$11,355,700.00	\$0.00	\$25,000	\$16,463.94	\$0.00	\$16,463.94	Eagle
09150191	Eagle Pool and Ice Rink - Swimming Pool & Slide	1700 Bull Pasture Rd.	81631	No		No	\$7,644,902.00	\$0.00	\$25,000	\$11,083.88	\$0.00	\$11,083.88	Eagle
09150203	Eagle River Park Pavilion	200 Fairgrounds Road	81631	No		No	\$264,600.00	\$0.00	\$25,000	\$383.63	\$0.00	\$383.63	Eagle
09150195	Eagle River Park Restrooms	200 Fairgrounds Road	81631	No		No	\$659,414.00	\$0.00	\$25,000	\$956.04	\$0.00	\$956.04	Eagle
09150019	Eby Creek Booster Pump Station	Eby Creek Rd.	81631	No		No	\$133,900.00	\$0.00	\$25,000	\$194.13	\$0.00	\$194.13	Eagle
09150010	Eby Creek Lower Water Storage Tank - 1,000,000 Gallons	Eby Creek Rd.	81631	No		No	\$1,529,800.00	\$0.00	\$25,000	\$2,217.96	\$0.00	\$2,217.96	Eagle
09150182	Eby Creek Road Water Tanks - Pedestrian Bridge	Eby Creek Rd.	81631	No		No	\$410,700.00	\$0.00	\$25,000	\$595.45	\$0.00	\$595.45	Eagle
09150009	Eby Creek Upper Water Storage Tank - 175,000 Gallons	Eby Creek Rd.	81631	No		No	\$549,000.00	\$0.00	\$25,000	\$795.96	\$0.00	\$795.96	Eagle
09150208	FOUNDERS PLACE CONDO Unit: B-202 (Employee Housing)	530 Founders Avenue	81631	No		No	\$630,000.00	\$5,250.00	\$25,000	\$1,182.79	\$9.86	\$1,192.65	Eagle
09150169	Fourth of July Road Booster Pump Station	Fourth of July & Eagle Ranch Rd.	81631	No		No	\$362,500.00	\$0.00	\$25,000	\$525.57	\$0.00	\$525.57	Eagle
09150183	Frost Creek - Booster Pump Station	Frost Creek Rd.	81631	No		No	\$109,200.00	\$0.00	\$25,000	\$158.32	\$0.00	\$158.32	Eagle
09150185	Frost Creek Water Storage Tank - 500,000 Gallons	Frost Creek Rd.	81631	No		No	\$598,300.00	\$0.00	\$25,000	\$867.44	\$0.00	\$867.44	Eagle
09150168	Hernage Creek Road Water Storage Tank - 1,000,000 Gallons	Hernage Creek Road	81631	No		No	\$1,529,800.00	\$0.00	\$25,000	\$2,217.96	\$0.00	\$2,217.96	Eagle
09150187	Highlands Booster Pump Station	E. Haystacker Dr.	81631	No		No	\$239,700.00	\$0.00	\$25,000	\$347.53	\$0.00	\$347.53	Eagle
09150199	Highlands Pedestrian Bridge	Mayer Gulch	81631	No		No	\$551,250.00	\$0.00	\$25,000	\$799.22	\$0.00	\$799.22	Eagle
09150186	Highlands Water Storage Tank - 528,000 Gallons	Highlands Rd.	81631	No		No	\$672,900.00	\$0.00	\$25,000	\$975.60	\$0.00	\$975.60	Eagle
09150175	Horton Street Water Storage Tank - 1,000,000 Gallons	Horton Rd.	81631	No		No	\$1,167,600.00	\$0.00	\$25,000	\$1,692.83	\$0.00	\$1,692.83	Eagle
09150193	I-70 Pedestrian Bridge	Interstate 70	81631	No		No	\$1,437,700.00	\$0.00	\$25,000	\$2,084.43	\$0.00	\$2,084.43	Eagle
09150201	LOV Connection Trail Bridge	Abrams Gulch - LOV Connection Trail	81631	No		No	\$33,075.00	\$0.00	\$25,000	\$47.95	\$0.00	\$47.95	Eagle
09150194	Lower Basin Water Treatment Plant	311 Violet Lane	81631	No		No	\$25,674,300.00	\$6,615.00	\$25,000	\$37,223.61	\$9.59	\$37,233.20	Eagle
09150202	Nogal Park - Non-Potable Irrigation Pump Station	Eagle River near Nogal Road	81631	No		No	\$38,588.00	\$0.00	\$25,000	\$55.95	\$0.00	\$55.95	Eagle
09150013	Old Town Hall	108 W. 2nd St.	81631	No		No	\$1,082,500.00	\$0.00	\$25,000	\$1,569.45	\$0.00	\$1,569.45	Eagle
09150016	Old Water Treatment Plant Storage Building	Brush Creek Road	81631	No		No	\$102,600.00	\$27,361.00	\$25,000	\$148.75	\$39.67	\$188.42	Eagle
09150021	Public Works - Shop and Office	1050 Chambers Ave.	81631	No		No	\$3,104,400.00	\$544,639.00	\$25,000	\$4,500.88	\$789.64	\$5,290.52	Eagle
09150179	Public Works Mobile Equipment Storage Building	1050 Chambers Ave.	81631	No		No	\$178,200.00	\$0.00	\$25,000	\$258.36	\$0.00	\$258.36	Eagle
09150200	Public Works-Meet Me Center Building (Fiber Hut)	1050 Chambers Avenue	81631	No		No	\$195,143.00	\$0.00	\$25,000	\$282.93	\$0.00	\$282.93	Eagle
09150159	Terrace Park - Restroom Building	Brush Creek & Terrace St.	81631	No		No	\$73,200.00	\$0.00	\$25,000	\$106.13	\$0.00	\$106.13	Eagle
09150172	Third Street Booster Pump Station	Third Street	81631	No		No	\$685,200.00	\$0.00	\$25,000	\$993.43	\$0.00	\$993.43	Eagle
09150171	Town Hall	200 Broadway St.	81631	No		No	\$6,039,900.00	\$446,596.00	\$25,000	\$8,756.89	\$647.49	\$9,404.38	Eagle
09150177	Town Park - Concert Stage	5th St. & Broadway St.	81631	No		No	\$800,000.00	\$0.00	\$25,000	\$1,159.87	\$0.00	\$1,159.87	Eagle
09150178	Town Park - Restroom Building	5th St. & Broadway St	81631	No		No	\$452,600.00	\$0.00	\$25,000	\$656.20	\$0.00	\$656.20	Eagle
09150015	Upper Basin Water Treatment Plant - Main Building	8617 Brush Creek Rd.	81631	No		No	\$5,721,900.00	\$0.00	\$25,000	\$8,295.84	\$0.00	\$8,295.84	Eagle
09150176	Upper Basin Water Treatment Plant - Pre-Treatment Building	8617 Brush Creek Rd.	81631	No		No	\$7,396,200.00	\$7,089.00	\$25,000	\$10,723.30	\$10.28	\$10,733.58	Eagle
09150022	Upper Basin Water Treatment Plant - Underground Water Tank - 75,000 Gallons	8617 Brush Creek Rd.	81631	No		No	\$800,500.00	\$0.00	\$25,000	\$1,160.60	\$0.00	\$1,160.60	Eagle
09150027	Upper Basin Water Treatment Plant - Water Storage Tank - 2,000,000 Gallons.	8617 Brush Creek Rd.	81631	No		No	\$2,398,900.00	\$0.00	\$25,000	\$3,478.02	\$0.00	\$3,478.02	Eagle
09150184	Upper Kaibab Pump Station - Upper Tank - 250,000 Gallons	Upper Kaibab	81631	No		No	\$439,300.00	\$0.00	\$25,000	\$636.91	\$0.00	\$636.91	Eagle
09150192	Warm Springs Non-Potable Irrigation Pump Station	Sylvan Lake Rd.	81631	No		No	\$111,900.00	\$0.00	\$25,000	\$162.24	\$0.00	\$162.24	Eagle
09150207	Waste Water and Water Solar Array	185/311 Violet Lane	81631	No		No	\$3,125,383.00	\$0.00	\$25,000	\$4,531.30	\$0.00	\$4,531.30	Eagle
09150023	Wastewater Treatment Plant	185 Violet Ln.	81631	No		No	\$18,760,900.00	\$0.00	\$25,000	\$27,200.29	\$0.00	\$27,200.29	Eagle
09150001	Wastewater Treatment Plant - Cold Storage Building	185 Violet Ln.	81631	No		No	\$77,600.00	\$8,816.00	\$25,000	\$112.51	\$12.78	\$125.29	Eagle
09150190	Wastewater Treatment Plant - Headworks Building	185 Violet Ln.	81631	No		No	\$2,129,700.00	\$0.00	\$25,000	\$3,087.72	\$0.00	\$3,087.72	Eagle
09150188	Wastewater Treatment Plant - Lift Station	185 Violet Ln.	81631	No		No	\$169,800.00	\$0.00	\$25,000	\$246.18	\$0.00	\$246.18	Eagle
09150189	Wastewater Treatment Plant - Solids Handling Building	185 Violet Ln.	81631	No		No	\$4,270,100.00	\$4,253.00	\$25,000	\$6,190.96	\$6.17	\$6,197.13	Eagle
09150212	Water Fill Station	185 Violet Ln	81631	No		No	\$64,800.00	\$0.00	\$25,000	\$93.95	\$0.00	\$93.95	Eagle
09150205	Water Treatment Plant - Raw Water Pump Station	185 Violet Lane	81631	No		No	\$749,700.00	\$0.00	\$25,000	\$1,086.94	\$0.00	\$1,086.94	Eagle
09150206	Water Treatment Plant - Raw Water Pump Station	311 Violet Lane	81631	No		No	\$823,800.00	\$0.00	\$25,000	\$1,194.38	\$0.00	\$1,194.38	Eagle
							\$121,567,444.00	\$1,259,976.00		\$176,522.65	\$1,829.02	\$178,351.67	

Eagle Vehicle Schedule - EA2026PC-08

CIRSA ID	Member Vehicle Number	Year	Make And Model	Number of Vehicles	Vehicle Type	Location	V I N	Final APD Value	Auto Physical Damage Deductible	Final Annual AL Contribution	Final Annual APD Contribution	Total AL & APD Contribution	Member
09150004				36	All Trucks			\$2,459,500.00	\$5,000.00	\$4,762.14	\$17,203.22	\$21,965.36	Eagle
09150005				0	Ambulances			\$0.00		\$0.00	\$0.00	\$0.00	Eagle
09150006				9	Cars - Passenger			\$318,000.00	\$5,000.00	\$626.60	\$2,224.28	\$2,850.88	Eagle
09150008				0	Fire Trucks			\$0.00		\$0.00	\$0.00	\$0.00	Eagle
09150007				23	Cars/Trucks - Emergency Response			\$1,155,196.00	\$5,000.00	\$4,803.91	\$8,080.13	\$12,884.04	Eagle
09150009				0	Motorcycles			\$0.00		\$0.00	\$0.00	\$0.00	Eagle
09150010				0	School Buses			\$0.00		\$0.00	\$0.00	\$0.00	Eagle
09150011				1	Street Sweepers			\$290,000.00	\$5,000.00	\$132.28	\$2,028.43	\$2,160.71	Eagle
09150012				16	Trailers			\$168,113.00	\$5,000.00	\$0.00	\$1,175.88	\$1,175.88	Eagle
09150013				0	Transportation Buses			\$0.00		\$0.00	\$0.00	\$0.00	Eagle
								\$4,390,809.00		\$10,324.93	\$30,711.94	\$41,036.87	

This preliminary quotation includes all exposures reported on your entity's 2026 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 1, 2025.

Please note, for the All Risk Property Deductible shown on page 1 of your quote, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

The Town of Eagle participated in the 2025 Uninsured/Underinsured Motorist coverage. Please indicate if the Town of Eagle will:

- ☐ Accept 2026 Uninsured/Underinsured Motorist coverage
☐ Decline 2026 Uninsured/Underinsured Motorist coverage

**The undersigned is authorized to accept this preliminary quotation on behalf of the
Town of Eagle.**

We accept this preliminary quotation for January 1, 2026 to January 1, 2027. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2026, actual excess insurance premiums, and any changes made to our 2026 renewal application.

Signature: _____ Date: _____

Title: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

This page, along with all pages of the applicable attached quote, must be returned on or before Wednesday, October 1, 2025. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Coordinator
3665 Cherry Creek North Drive
Denver, CO 80209
E-Mail: MoniqueF@cirsa.org
Fax: (303) 757-8950 or (800) 850-8950

PROPOSED 2026 PROPERTY/CASUALTY COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Property/Casualty members for the coverage period of January 1, 2026 to January 1, 2027 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable CIRSA coverage form, excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

- A. Property coverage (including auto physical damage and cyber first party, public relations expense and privacy breach expense)
- B. Liability coverage:
 - 1. General liability
 - 2. Automobile liability
 - 3. Law enforcement liability
 - 4. Public officials errors and omissions liability
 - 5. Cyber (third party, security and privacy breach liability)
- C. Crime coverage (including employee dishonesty and theft of money and securities)

II. CIRSA RETENTIONS, LOSS FUNDS, AGGREGATE LIMITS, AND MEMBER DEDUCTIBLES:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

Coverages in excess of CIRSA's self-insured retentions are provided only by the applicable excess insurers and/or reinsurers in applicable excess and/or reinsurance policies, and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the members. Aggregate and other limits shall apply as provided in said documents.

A. CIRSA PROPOSED SELF-INSURED RETENTIONS FOR THE COVERAGE PERIOD:

- 1. \$1,000,000 per claim/occurrence property*
- 2. \$100,000 per claim/annual aggregate cyber first party (public relations expense and privacy breach expense)
- 3. \$1,000,000 per claim/occurrence liability
- 4. \$1,000,000 each and every claim public officials liability
- 5. \$1,000,000 each and every claim law enforcement liability
- 6. \$500,000 per claim/annual aggregate cyber third party (security and privacy breach liability)
- 7. \$150,000 per claim/occurrence crime

*Subject further to CIRSA retention of first \$5,000,000 each and every hail/wind loss and/or occurrence

B. CIRSA LOSS FUND AMOUNTS FOR THE COVERAGE PERIOD:

Loss fund amounts are as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Property/Casualty Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Finance Department.

C. PROPOSED EXCESS INSURANCE LIMITS FOR THE COVERAGE PERIOD:

1. Excess property: to \$500 million each claim/occurrence
2. Excess liability: to \$2 million each claim/occurrence; \$5 million each claim/occurrence or \$10 million each claim/occurrence; \$2 million or \$5 million excess auto liability; \$2 million, \$5 million or \$10 million annual aggregate for public officials errors and omission liability. The maximum liability and auto liability limits will be determined based on each member's selection.
3. Excess crime (optional): to \$5 million per claim/occurrence

D. MEMBER DEDUCTIBLES:

A member-selected deductible shall apply to each of the member's claims/occurrences. Payment of the deductible reduces the amount otherwise payable under the applicable CIRSA retention. Allocated loss adjustment expenses are included in the member deductible.

EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 90 or higher in 2025 and renew their membership in 2026, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2026 and would like to receive one in future years, please contact your Risk Control Representative.

LOSS CONTROL CREDIT ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2026 contributions. Your entity's balance in this account, if any, is shown on the quote letter.

ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2026 and return it to the CIRSA office ***on or before Wednesday, October 1, 2025***. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

WITHDRAWAL PROCEDURES *(if applicable)*

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA no later than Wednesday, October 1, 2025, for a withdrawal without penalty effective January 1, 2026.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

WITHDRAWAL NOTICE

**MUST BE RECEIVED AT THE CIRSA OFFICE
ON OR BEFORE WEDNESDAY, OCTOBER 1, 2025**

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2026. Under CIRSA Bylaws, this form must be received by CIRSA ***no later than Wednesday, October 1, 2025***, for withdrawal without penalty effective January 1, 2026.

NOTICE OF WITHDRAWAL FROM CIRSA

This is to notify the CIRSA Board of Directors that the Town of Eagle is withdrawing from CIRSA for purposes of Property/Casualty coverage effective January 1, 2026. We understand the Town of Eagle remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and the policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the Town of Eagle.

Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)

Signature: _____

Title: _____

Date: _____

CIRSA BYLAWS
ARTICLE XIV

Withdrawal from Membership

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of Directors of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1 but the member's written notice of withdrawal is received by CIRSA more than thirty (30) days after the date on which CIRSA mailed a preliminary quotation of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quotation is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.



CIRSA 2026

SERVICES

CIRSA is passionate about protecting municipalities and their affiliated public entities. We work exclusively in Colorado and have four decades of experience assisting members in handling claims, improving safety, preventing losses, and managing the cost of risk. Our coverages and services are specifically designed for the unique and ever-changing needs of our membership.

Every member works with a personal team of representatives who provide customized guidance and assistance to help you manage exposures in your entity. CIRSA is staffed with knowledgeable, seasoned professionals including: Attorneys, Associates in Risk Management (ARM), Certified Safety Professionals (CSP), a Physical Security Professional (PSP), Certified Insurance Counselors (CIC), Certified Industrial Hygienists (CIH), Certified Hazardous Materials Manager (CHMM), Certified Instructional Trainers (CIT), Certified Fire Protection Specialist (CFPS), Safety Trained Supervisor (STS), Associates in Claims (AIC), and Chartered Property Casualty Underwriters (CPCU).

LEGAL TRAINING AND ASSISTANCE

Liability & Public Officials Training

CIRSA provides legal training to councils, boards, commissions, and staff upon request on a variety of liability-related topics. These trainings are free to members and can be conducted in person or via virtual meeting. CIRSA also maintains a variety of training webinars and videos on its website. Training topics include: personal liability for elected and appointed officials, conduct of quasi-judicial proceedings, employment issues, risks in using artificial intelligence (AI) systems, Governmental Immunity Act, harassment and bullying prevention, supervisory skills, insurance and contracts basics, transparency laws, ethics requirements, civil rights liability, interactions with First Amendment auditors, and many others.

Liability Hotline

The [Liability Hotline](#) serves as a resource on almost any liability-related topic. Members have access to CIRSA's General Counsel and Associate General Counsel and, with CIRSA's approval, to CIRSA defense attorneys for free consultation and assistance on liability issues before they become claims, including employment practices, employee discipline and leave issues, land use liability, quasi-judicial proceedings, liability risks for municipal programs and services, ethics, civil rights liability, and other issues. The Liability Hotline is a free pre-claim service intended to help members identify, manage, and avoid potential claims and assist with their municipal liability questions.

Contract & Policy Review

CIRSA will review member contract and policy documents and provide consultation on insurance, risk and liability-related topics, including review of contracts, ordinances, personnel policies, and police policies and procedures. CIRSA will also review and comment on proposed updates to and new versions of members' employee handbooks, and provide sample handbook provisions.

Publications & Resources

CIRSA publishes a wide variety of materials on legal, liability and risk issues, including its popular "[Ethics, Liability & Best Practices Handbook for Elected Officials](#)," articles on the CIRSA website and blog covering topics of current interest, Liability Alerts and Loss Alerts on emerging legal and safety issues, and other training materials. CIRSA also maintains a library of sample contracts, policies, checklists, written programs, and other documents for members' use.

To [schedule a training](#) or access other Legal Training and Assistance Services, contact CIRSA General Counsel [Sam Light](#) or Associate General Counsel, [Nick Cotton-Baez](#).

RISK CONTROL SERVICES

Membership in CIRSA entitles members to risk control services designed to prevent and minimize individual and pool-wide losses. CIRSA's Risk Control Department is recognized nationally as a leader in innovative and exemplary risk control services. It has been proven that a commitment to risk control yields significant benefits in the form of lower costs associated with public entity risks.

Our experienced staff is dedicated to assisting our members in implementing their own risk control programs, integrating best practices into operations, and establishing a positive safety culture.

Individualized Training

CIRSA provides over 30 classroom and/or hands-on [courses/workshops](#) that may be brought to your location upon request. CIRSA's full-time training staff work diligently to ensure materials are current and revised every two years at minimum. All courses are free to members and some provide Colorado Certified Water Professionals (CCWP) training units. Topics include: CDOT Flagger Certification, Confined Space Entry, Safe Driving Strategies, Bloodborne Pathogens, First Responder Awareness, and Back Injury & Fall Protection. Attendance and logistical minimums do exist for us to bring events to a member location and your risk control team will work to explain those details.

Regional Seminars

CIRSA conducts an average of 45-50 regional seminars around the state on current risk control issues or industry trends. Any member can attend these seminars and there is usually no charge. Seminar types may include, ADA Coordinator, Playground Inspections, Physical Security, Stop the Bleed, Demystifying Cybersecurity, Electric Vehicle & Equipment Risk Strategies, and many more safety and health related events. Law enforcement-specific events are also held 15-20 times per year and include Roundtables, Recruitment & Retention Strategies, and Tactical Leadership.

General Consultation & On-site Service

CIRSA's Risk Control staff can arrange a time to help with special projects, accident investigations, develop written programs, assist with safety design reviews, research equipment and risk-related resources, and for short durations, can also function as your on-site safety representative.

Safety Video, Reference Library, & Streaming Video Service

Your employees have unlimited access to CIRSA training programs and other educational materials in our [Video & Publication Library](#) including over 420 videos and video training books. Separate from our video and reference library, the streaming video service offers

600 additional videos. This is a stand-alone system separate from our online training service. These programs are free of charge to members and cover a variety of topics on most public entity exposures.

In-House Video & Publication Production

CIRSA has produced a number of videos and manuals on pertinent and timely topics, 13 of which have won national Public Risk Management Association (PRIMA) awards. Titles include: *Sanitary Sewer Overflows*, *Back & Parking Keys to Success* and *Effective Law Enforcement Communication*.” Hard copies of these videos are free to members. A catalog of videos and information on checking them out is in our [Video & Publication Library](#). Some of these videos can also be viewed on CIRSA's [YouTube Channel](#).

Online Training Center

CIRSA provides over 950 complimentary online safety, liability, supervisory, law enforcement, fire/EMS, corrections, and human resource related courses - 50 of which provide training units for water and wastewater employees. The online training center also provides over 1,000 police-specific videos. Additional topics and new courses are added each year. Your employees can easily access the [Online Training Center](#) from any computer with internet access at any time.

Monthly Training Calendar

CIRSA sends a [monthly training calendar](#) notifying members of all upcoming regional training events, scheduled on-site training courses and certifications, safety symposiums, and all other training resources provided.

Webinars

As another means of reducing your costs, our webinar series gives your employees the opportunity to obtain important training without leaving their office. These free presentations cover a wide variety of topics including risk control, employment and public officials' liability, Property/Casualty & Workers' Compensation applications, finance, and claims handling. All of our webinars are recorded and can be viewed at any time from the [Safety Resources](#) area of our website.

Sample Policies & Procedures

Numerous sample Risk Control and [safety policies and procedures](#) are available to our members to download and customize for your entity. Examples include Job Safety Analyses (JSAs), Police Pursuits, Tasers, Preventing Public Officials Liability, and Fall Injury Prevention.

Property Survey & Playground Inspections

This on-site, comprehensive safety survey identifies loss exposures of significant buildings, processes, and playgrounds. Written reports of survey results are sent to the appropriate public entity contacts.

Ergonomic Evaluations

These evaluations of computer workstations help determine if they are adjusted properly for the employees who are using them. Our Risk Control Representatives will review workstation setup and assess chair, monitor, mouse, desk, and other equipment adjustments. Reports with recommendations to improve ergonomic conditions may be issued.

Water Slide Inspections

State regulations require an annual inspection by a third party of all water slides 18 feet or higher unless the entity has received an

exemption from the state. Some outside consultants charge over \$1,000 for these inspections. Our Risk Control Representatives will inspect your slides for free, issue reports for items that need to be corrected, and provide certificates of inspection that meet state guidelines.

Risk Control Standards & Credit Account Program

CIRSA has established a number of recommended policies and procedures to address common public entity exposures. These recommendations are known as [Risk Control Standards](#). Your Risk Control Representative assists you in implementing the pool's Risk Control Standards and performs on-site reviews. CIRSA's Board of Directors has approved credits to members who conform to these standards. Members can apply these credits toward their CIRSA contribution; deposit them in their Risk Control Credit Account for the purchase of safety related equipment or training; or request a direct disbursement of the funds. Contact your Risk Control Representative for more information.

Accident Investigations & Loss Analyses

CIRSA provides timely, objective, and thorough accident investigations to help members identify root causes of accidents so measures can be implemented to prevent future occurrences. The Risk Control Department has also developed a number of Loss Analysis reports to identify the most frequent and severe causes of losses for the pool and for each member. Accident Investigations and Loss Analysis reports are provided upon request.

Loss/Hazard Alerts

Public entities and their employees may have serious accidents from which other members can learn. CIRSA distributes summary reports on these incidents (with any identifying details removed) to our members and recommends procedures to prevent similar claims. When a serious potential exposure exists without a claim, a Hazard Alert may be issued.

Industrial Hygiene Services

CIRSA's Certified Industrial Hygienist (CIH) assists members in the recognition, evaluation, and control of employee health hazards. Some examples of services provided include:

- Hazard Communication – Program development and employee training in the interpretation of Safety Data Sheets (SDS) and likely hazards associated with chemical use
- Hearing Conservation – Sound level measurements and noise exposure evaluations for personnel exposed to elevated noise levels
- Ergonomics/Body Mechanics – Work station evaluations and employee training
- Asbestos identification and guidance for asbestos operations and maintenance
- Indoor air quality sampling for offices, pools, water/wastewater treatment plants, and other public entity operations
- Measuring carbon monoxide and nitrogen dioxide emissions from motorized equipment
- Special projects to measure toxic exposures and/or substances, as needed

CLAIMS ADMINISTRATION SERVICES

Our in-house claims specialists and legal counsel provide expert claims administration services to help you mitigate your risks. The CIRSA Claims Department is available to members 24/7 and a member of the claims team is on-call at all times and a backup system is in place for timely response to emergency calls. In addition to complete claims administration, the CIRSA Claims Department provides the following services:

Litigation Management Program

CIRSA works closely with our members and a panel of defense attorneys who specialize in the defense of governmental entities. CIRSA takes a "team approach" with our staff and the member to defend claims. This allows the claim to be handled effectively and efficiently.

Claims Recovery

CIRSA's claims staff pursues recovery for damages sustained to member property through subrogation and restitution. This service is provided regardless of claim size or if the loss is within the member's retention. Our annual recovery averages over a million dollars.

Claim Reports

Loss runs of all open claims and litigation reports are distributed on a quarterly basis. Annual loss runs of all open and closed claims are also distributed. We offer other custom reports upon request that can be programmed to be sent to your entity on a monthly basis. These reports can be reviewed by you and your CIRSA Risk Control Representative to help identify loss trends and discuss methods to control such losses.

Electronic Claim Filing & Online Lookup

Members can file Property/Casualty and Workers' Compensation claims electronically through our [website](#). Each claim is filed on the state required forms and can be printed at your workstation for your records. Current and historical claims data can be viewed through our online claims filing system as well. Daily information on claim status is available including up-to-the-minute details about any claim that has been filed.

Member Self-Administration Portal

If your entity has a large deductible and self-handles some claims, our Member Portal gives you a system to manage those claims. This is essentially a stand-alone Origami Risk claims system that CIRSA provides at no cost. The Portal lets you create/store documents and claim notes, run reports, and track financial data, on a database that integrates your own data seamlessly with the claims you report to CIRSA. This cutting edge technology is available to large-deductible members free of charge.

File/Monitor Equipment Breakdown Claim

If your entity has purchased optional Equipment Breakdown coverage through CIRSA, we will file a claim with Chubb on your behalf and monitor the claim to make sure it progresses appropriately. CIRSA claims staff acts as a watchful eye for members utilizing their expertise to ensure claims are properly handled.

Property Inspections

A property inspection can be conducted by CIRSA after a member sustains a property loss without having to file a claim. These types of inspections occur primarily following a hail related loss. Please contact [Craig Stevens](#) to schedule an inspection.

Annual Claim Reviews

By request, CIRSA Claims staff can conduct an annual or bi-annual

review of your entity's claims. This can be done in person or via video conference. Please contact your Claims Representative to schedule a review.

HailSens360 Technology

Developed by the KISTERS Group, HailSens360 offers a comprehensive early warning hail monitoring system designed to help CIRSA members protect their assets, particularly fleet vehicles. In 2025, CIRSA began providing this technology to its members at no cost. Initially developed to provide early warnings for large solar farms, this technology boasts 90% accuracy and can deliver notifications up to 90 minutes in advance of approaching hailstorms. We are currently offering this free notification program to all members located in hail-prone areas of the state until we reach our contract maximum. For additional information, please contact [Mike Wagner](#), Claims Manager.

Insurance Institute for Business and Home Safety (IBHS)

CIRSA offers resources to members through IBHS, which is an insurance-oriented research and testing organization, that provides guidance on how to prepare buildings/structures to better withstand natural hazards such as hail, wildfire, wind, and rain. CIRSA is the only insurance pool that is a member of IBHS. Of specific importance, IBHS periodically does hail testing on asphalt roofing material (shingles). Results of these tests are available to CIRSA to provide to their members, so better products can be installed after a hail event or during construction. For additional information, please contact [Mike Wagner](#), Claims Manager.

Nurse Case Manager

When appropriate and in agreement with the injured worker, CIRSA will assign a nurse case manager to workers' compensation claims. The nurse case manager will help the injured worker obtain the proper medical care, and serve as a liaison between all parties involved in a workers' compensation claim (injured worker, doctor, employer, insurance carrier).

Cyber Attacks

CIRSA engaged the law firm of Constangy, Brooks, Smith & Prophete to be our legal experts related to cyber attacks/losses. This firm specializes in data privacy and cyber security, and has relationships with third-party forensics investigators, crisis communications professionals and other services that can help mitigate these types of losses. If your municipality is the subject of a ransomware attack or other type of cyber event, please contact the CIRSA claims department immediately.

UNDERWRITING SERVICES

Access to Additional Coverage Programs

In addition to our core Property/Casualty and Workers' Compensation coverages, CIRSA provides access to several [optional coverage programs](#) without having to pay an agent fee. Additional coverage programs include Excess Cyber, Equipment Breakdown, Excess Crime, Volunteer Accident Medical Plan, Community Service Workers' Accident Medical Plan, Occupational Accidental Death & Dismemberment, Sports Accident Medical Plan, Special Events, Detainee Medical Coverage, No Fault Water Line Rupture and/or Sewer Back Up, and Property Damage to Others Caused by Member's Use of Mobile Equipment. We can also assist members in placing a wide variety of specialized policies including fiduciary, fidelity, public officials bonds, pollution liability, and airport liability.

Coverage Comparison

Since not all coverage is the same, CIRSA offers a complimentary comprehensive comparison between all coverages offered by CIRSA and those provided by other carriers. The comparison addresses not only the limits provided, but all critical coverage issues. The comparison is intended to make sure your entity is appropriately protected in the event of a loss as well as provide a useful tool for decision making.

Property Appraisals

CIRSA provides property appraisals through a third-party contractor. This service helps CIRSA and our members establish correct values for your buildings and the majority of your miscellaneous property or property in the open to make sure you are adequately covered should a loss occur. We aim to appraise all applicable structures on your site every five (5) to six (6) years. Property values, however, are updated annually to account for inflationary factors. New members will have all buildings appraised within the first year of membership.

ADDITIONAL MEMBER BENEFITS & SERVICES

Member Equity Account

CIRSA is different from commercial insurers; we are owned and governed by our members. Contributions paid to CIRSA are deposited into your individual Member Equity Account. The funds remaining after deducting your proportionate share of pool claims and expenses are maintained on your behalf; these funds earn interest and are reported to you annually with a copy of the pool's audited financial statements. Member Equity Account balances are considered when determining contributions, and higher balances result in lower contributions.

Deductible Analyses

At the member's request, CIRSA can provide an analysis of varying deductible levels for you to use in your analysis of the appropriate deductible choice for your entity. Included in the analysis is a review of past loss experience, which can help you determine the optimal retention in order to minimize your total cost of risk.

Payment Options

CIRSA offers a no-fee, quarterly payment plan option for the payment of your annual contributions. We also offer online payment options.

Cost Allocation Assistance

Cost allocation is the process of identifying and assigning costs of risk to your departments. If implemented by your entity, this risk management best practice can improve the communication of the cost of risk within your entity and generate incentives for safety. CIRSA can assist your entity's implementation of a cost allocation program by providing you with a breakdown of your CIRSA contribution and detailed loss run reports.

Travel Reimbursement

The CIRSA community places a high value on member participation. As another way to lower your costs of risk management, CIRSA provides reimbursement for travel expenses, including meals, lodging and mileage, incurred while attending **certain** CIRSA events. For more information, please review the Travel Reimbursement [policy](#) on the CIRSA website.

The CIRSA Blog

Our [blog](#) focuses on risk management-related topics, laws that affect public entities, and potential liability issues and offers

proactive risk prevention strategies. The newsletter also features current risk control, claims, and coverage topics and pertinent information for public entity staff and elected officials.

Law Enforcement Endowment

CIRSA Law Enforcement Endowment provides financial support to CIRSA members—beyond the current law enforcement trainings, roundtables, and resources CIRSA's Risk Control team already provides—to promote excellence in law enforcement practices and procedures, with the goal of reducing law enforcement risks. Members apply for \$60K in funds and applications are considered on a case-by-case basis. For more information, visit our [website](#).

Law Enforcement Mental & Physical Health Resources

CIRSA has contracted with the following organizations to provide Law Enforcement officers with the necessary tools to tackle mental and physical health:

- [Brower Psychological Police & Public Safety \(BPS\)](#) - BPS was developed to provide a specialized understanding of the psychological factors of working as a First Responder and the consequent impacts upon their families and personal lives. This service is intended to provide two sessions to CIRSA member Law Enforcement officers to assist in mitigating and stabilizing sensitive situations.
- [SIGMA Tactical Wellness](#) - SIGMA Tactical Wellness has developed a comprehensive cardiac laboratory screening evaluation along with an individualized nutritional and exercise prescription to better the overall health of Law Enforcement officers. Through its screening strategies, SIGMA aims to identify and prevent early stages of heart disease as well as other well-known health risk factors.

Peace Officer Personal Liability

Effective January 1, 2021, CIRSA will [indemnify a covered peace officer](#) for personal liability up to \$25,000 each officer/claim and \$100,000 annual aggregate per member. This coverage was put into place in response to Senate Bill 20-217.

KnowBe4

KnowBe4 is the world's largest integrated platform for cybersecurity awareness training. KnowBe4 offers simulated phishing attacks which can be used to test and educate employees on how to avoid ransomware, spam, phishing, and malware. The platform also teaches employees how to identify suspicious emails and provides access to a huge library of training resources and key security topics. CIRSA is working with [KnowBe4](#) to provide members free access to the KnowBe4 platform. For more information, please contact [David Beacham](#), IT Manager.

YouTube Channel

CIRSA's YouTube Channel – "[CIRSA Safety](#)" features more than 75 concise and easily accessible safety videos you can share with staff during training exercises. Topics include: Accident Investigations, Employment Liability Exposure, Firefighter Safety, and several NEW videos for elected officials!

All of these services are, we believe, unmatched by any commercial insurer.

Any head-to-head comparison of coverage quotes should take into account the value of the additional services that accompany CIRSA's coverages.



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: September 23, 2025
Re: Town Manager Report

Economic Development:

The Town's Economic Vitality Committee (EVC) is exploring new ways to modernize and strengthen the [TOE Digital Dashboard and Mobility Data](#) platform so it better serves staff, businesses, and potential investors evaluating Eagle. At a recent meeting, EVC member Joel Wallen presented the [EVC Dashboard Strategy Presentation, outlining](#) strategies for enhancing the tool's interactivity and insightfulness. Building on this momentum, staff are evaluating how to bring more of the dashboard management in-house, which would allow for quicker updates and reduce ongoing costs. IT and EVC staff are also reviewing alternatives to our current vendor partnership, considering a hybrid model that pairs internal reporting with outside expertise for mobility and heat map data.

The Downtown Development Authority (DDA) has created one vacancy by the resignation of Board Member Collin Huggins, whose term was set to run through June 2027. Recruitment for this open seat is now underway, with applications being accepted through September 30 at www.townofeagle.org. Staff are actively supporting the recruitment process to ensure the DDA board remains strong and representative of the downtown business community.

The DDA also advanced its financial planning with the approval of its draft 2026 operating budget on August 19. The budget reflects a shift in priorities, with operational expenditures increasing from \$20,000 to just under \$50,000, mainly due to professional services such as legal support and re-engagement with Downtown Colorado, Inc. (DCI). A new programming category has been added to focus on activation and placemaking efforts, including \$10,000 for 2nd Street initiatives and \$5,000 for refreshed landscaping along Broadway. Details of the activation program will be developed in a workshop later this year, with input from the DDA, Town staff, and other partners.

Looking ahead to 2026, staff have prepared the Town's draft Operating and Capital Improvement Plan (CIP) budgets with an emphasis on holding expenditures flat while advancing priority initiatives. Economic development goals include launching the Business Advancement Program, updating the Digital Dashboard, continuing work with EPS on East Eagle financing strategies, and seeking funding for Phase Two of the Wayfinding Initiative (fabrication and installation). Additional "Above Target" initiatives identified in the draft include a Commercial Vacancy and Nonconforming Use Fee Nexus Study and a Hotel Feasibility Study. The draft Communications budget also provides funding to develop a community-wide marketing campaign to raise Eagle's profile and highlight key Town initiatives. This campaign is still in its early stages of planning.

East Eagle Annexation: Progress continues as the Town and property owners work toward a shared vision for growth in East Eagle, with upcoming steps including a sketch plan review, traffic study, and updated metropolitan district service plans—all aimed at ensuring new development supports Eagle's values, strengthens infrastructure, and delivers lasting community benefits.

Administration and Organization Update:

Recruitment and Onboarding Update - The Human Resources team is moving through one of its busiest seasons, balancing wellness initiatives, training, and recruitment with a focus on supporting employees and fostering a culture of care. On September 25, staff will have the opportunity to participate in biometric health testing in the morning, followed by a full slate of Paycom training sessions in the afternoon—designed to

strengthen both employee and manager use of the Town's new HRIS system. Open Enrollment preparations are also underway, with information scheduled to be shared with staff in the coming week.

Recruitment remains a central priority, with eighteen positions successfully filled so far this year and five more currently in progress, including Street Maintenance Operators, a Building Official, an Engineer I/II Project Manager, and a Water/Wastewater Operator. New hires joining the organization this month include Ashley LaFleur, Communications Specialist, and Paige Johnson, Police Records Technician. While a few roles—such as a Utility Engineer and an additional Water Operator—remain on hold or pending, the overall effort reflects steady progress in building capacity across departments. Each position filled strengthens the Town's ability to serve residents, reinforces our values of teamwork and service, and helps position Eagle for the challenges and opportunities that lie ahead.

2026 Town Council Budget Update: The 2026 budget discussions work is underway, with departmental operating and capital requests submitted. We anticipate a flat budget for the coming year—holding operating expenditures steady with no increases beyond payroll adjustments and required contractual commitments. As in past years, the budget process will include Council work sessions and public hearings to ensure priorities are carefully weighed and community voices are heard before final adoption.

Key dates in the upcoming schedule include:

- **September 23** – Capital Improvement Projects (CIP) Budget Work Session (before the Council Meeting), with Human Resources presenting the Employee Compensation Plan and Insurance/Benefits overview.
- **October 7** – Tentative additional budget meeting, if needed.
- **October 14** – Budget Public Hearing.
- **October 28** – Budget Public Hearing.
- **November 12** – Final Public Hearing and anticipated budget adoption.
- **November 25** – *Council meeting canceled for Thanksgiving.*

Community Engagement & Meetings: This report highlights our recent community outreach efforts and critical regional and project-specific meetings. Our top priority is to engage with stakeholders, stay informed about developments, and contribute to the growth of our Community.

The Bearish Necessities 🐻 – Protecting Wildlife, Protecting Eagle – The Town of Eagle has adopted a new Wildlife Protection Ordinance (Chapter 8.14), reinforcing our commitment to keeping both residents and wildlife safe. At its core, the ordinance requires all homes, businesses, and special events to use wildlife-resistant or wildlife-proof trash containers—and to keep them properly closed and latched. Unsecured garbage is one of the leading causes of dangerous wildlife encounters, and this ordinance is designed to reduce those risks while helping preserve the animals that define our mountain environment. [Eagle.Chapter 8.14-Wildlife.Protection.Ord.2025](#)

The ordinance also prohibits feeding wildlife, requires refuse management at construction sites and events, and establishes fines for violations. Residents with curbside pickup may only place containers out on the morning of collection and must retrieve them the same day. By following these steps, we can prevent harmful interactions, safeguard property, and ensure that bears and other wildlife remain wild.

This is not only about compliance—it's about protecting what makes Eagle special. Securing our trash today ensures a healthier balance between our Community and the wildlife that share our valley tomorrow.

Update on Fire Danger Rating in Eagle County: Dear Community Leaders of Eagle County, I hope this message finds you well. I am writing to inform you that, after careful consideration and analysis of current conditions, we have decided to reduce the fire danger rating to MODERATE.

This decision follows recent heavy rainfall and cooler nights, which have contributed to improved overnight relative humidity recovery. These favorable conditions have temporarily mitigated some of the immediate wildfire risks.

However, it is crucial to remain vigilant, as timber remains very dry and fuels are dormant. We could potentially see a rise in fire danger in the coming weeks, particularly if we experience a shift in weather patterns.

We will continue to monitor conditions closely and keep you updated with any significant changes. Your cooperation and ongoing readiness are greatly appreciated as we work together to protect our Community. Thank you for your attention and support.

Hugh Fairfield-Smith

Division Chief of Wildland Fire Operations

Eagle River Fire Protection District

970-471-0223

<https://eagleriverfire.org/>

Stage 2 Water Restrictions are currently in place to protect Brush Creek, Eagle's primary source of drinking water and a vital habitat for fish and wildlife. With flows dipping below 16 cubic feet per second, conservation is now essential to preserve the creek's health, maintain compliance with Colorado's instream flow requirements, and ensure fairness among all water users.

Under these restrictions, outdoor watering is limited to assigned days and evening/morning hours, pools may be refilled only once during the restriction period, and vehicle washing is limited to once per week with shut-off devices. These collective efforts help stabilize water supplies and reduce the risk of stricter measures later. By working together, Eagle residents can safeguard Brush Creek today while protecting this shared resource for the future. Attached is the Brush Creek Management Plan: [Link: \(Brush-Creek-Watershed-Plan-2011.04.11\)](#). Also, find the Town's Water Conservation Ordinance (21-2018): [Link: \(Ordinance-21-2018-Concerning-Water-Irrigation-Conservation\)](#).

We encourage you to participate in this year's [Mountain Towns 2030 Solutions Summit](#), taking place October 7–8 in Breckenridge. This regional gathering brings together leaders from mountain, resort, and rural communities to share strategies for achieving net-zero goals, enhancing climate resilience, and promoting sustainable growth.

The program offers high-quality networking, practical solutions from peer communities, and a headline keynote from Bill McKibben on opening night. With Breckenridge so close, attending even one of the two days provides meaningful value—registration information at [Register and book lodging with this link](#). Funding is available to support any Councilmembers who would like to attend. This is a timely opportunity to learn, connect, and bring fresh ideas back to Eagle as we continue advancing our own sustainability initiatives.

CORE Transit: Your Ride, Reimagined 🚗 - Big changes are rolling in for Eagle County's transit system. With the launch of CORE Transit's 10-Year Plan, we're setting the course for a future that makes getting around easier, faster, and more connected than ever. [\(Transforming Your Trip.\)](#)

This Plan was built with the voices of our Community—more than a thousand riders who told us what really matters: buses that come more often, later evening service, safe and comfortable stops, and smoother connections from Town to Town.

CORE Transit took that feedback to heart. The 10-Year Plan introduces new routes, upgraded stops, extended service hours, and significant investments in buses and facilities. Step by step, we're creating a transit system that's reliable, sustainable, and designed around you—the riders who make it move.

WORK SESSIONS: *To help the Town Council stay informed about upcoming work sessions, the following table outlines topics to be discussed over the next several months. Preparing in advance is helpful, as it allows for effective planning and execution of a work session. Staff will maintain this table in the report and make any necessary adjustments. The topics are subject to change:* **WORK SESSIONS:** Remaining in 2025:

Date	Topic
September 23, Before the start of the Regular Meeting (3:30 – 5:30)	Capital Budget Work Session 2 hours
October 7, 2025	TBD - if additional Budget Meetings are needed
November 4, 2025 - Election Day	Canceled
December 2, 2025	TBD



To: Mayor Turnipseed and Town Council
From: Ryan Johnson, PE, Town Engineer; Tom Gosiorowski, PE, Public Works Director
Date: September 23, 2025
Re: Grand Avenue Corridor Plan Update and Phasing Concepts

REQUEST:

The purpose of this memorandum is to provide Town Council with an update on the Grand Avenue Corridor Project and to outline proposed phasing concepts developed through recent stakeholder and technical workshops. Council input will guide prioritization of project phases and next steps toward implementation.

BACKGROUND:

The Grand Avenue Corridor Plan is a transformational long-term plan intended to:

- Improve mobility and connectivity across Eagle.
- Strengthen the Town's sense of place and identity.

Milestone Updates

To date, the project has advanced through key milestones:

- **60% Design Plans submitted** (August 20, 2025).
- **Evaluation criteria** for phasing and implementation developed with technical and stakeholder input.
- **Town of Eagle staff work session on phasing** (August 25, 2025).
- **Stakeholder Working Group (SWG) workshop** on phasing and implementation (September 8, 2025).

Phasing Approach

The Corridor Plan can be structured to allow for independent, scalable, and visible phases that deliver stand-alone benefits while contributing to the overall long-term vision. Town staff and the Stolfus design team held a work session to develop possible phasing concepts for the projects.

The corridor plan was broken into the effective intersection areas. These areas are logical nodes that have potential to improve traffic flow. The remaining area that connects between intersections are critical to providing the connectivity of the lanes. These areas could be individual projects but are generally assigned to a complimentary intersection project. This initial mapping exercise created the potential phased concepts list below. The four primary phases can be broken down further into 2 sub phases that could be built independently bases on funding constraints. These projects can be visualized on the attached Roll Plot Map.

Projects Phases under consideration:

1. Broadway
2. Old Town
3. Fifth Street Crosswalk
4. West Eagle
5. Early Action Projects (low-cost, quick implementation, immediate benefits)

The intent of the early action projects are adjustments to today's roadway network that would be implementable with the first or any of the construction phases. These early action begins to change how the corridor functions. An example of this would be closing off left turns from a skewed intersection such as 2nd and Wall Street.

That example provides safety benefits by removing left turns and gives the traveling public a better feel for how the corridor will function as subsequent phases are constructed.

All projects were then analyzed with an evaluation matrix to compare projects head-to-head and is further described below.

Evaluation Criteria

Key Phasing Principles:

- Each phase must provide independent function. (the individual phase provides logical connectivity where at the end of the construction phase there is a noticeable benefit)
- Projects should be scalable to match available funding.
- Phasing should deliver visible and tangible community benefits.



All criteria responded to one or more aspects of the project vision and purpose.

Both technical and community/stakeholder priorities were used as evaluation measures.

Technical Priorities

- Continuous access
- Intersection conflict points
- Pedestrian crossings
- Bicycle facilities
- Traffic congestion (delay and left turns)
- Regional drainage and water quality improvements
- Private property impacts
- Landscaping/streetscaping opportunities
- Funding potential and independent utility

Community/Stakeholder Priorities

- Construction traffic control
- Availability of alternate routes

- Business access
- Construction impacts
- Visible positive change
- Community improvements
- Landscaping/streetscaping opportunities
- Time to construction

The evaluation rated the favorability of the above aspects with a score of 10 being most favorable and zero being the least. Example of an excel sheet row in the evaluation matrix is below.

Criteria		Broadway BR	Individual Project Evaluation		
			Status with Respect to Criteria		
			Highest Favorability (+10)	Moderate Favorability (+5)	Low Favorability (+0)
Provide Multimodal Mobility	Continuous Access		The project closes multiple gaps for pedestrians/bicyclists along Grand Ave and to side streets and amenities.	The project closes one gap for pedestrians/bicyclists along Grand Ave and to side streets and amenities.	The project doesn't close any gaps for pedestrians/bicyclists along Grand Ave and to side streets and amenities.
	Intersection Conflict Points		The project will reduce the total number of conflict points at multiple public road intersections.	The project will reduce the total number of conflict points at one public road intersection.	The project will have no change or will increase the number of conflict points at one or more public road intersections.

Initial Phasing Concept Findings

Based on scoring and evaluation methodology:

- **All project phases provide value** and align with the corridor vision.
- **Early Action Projects** demonstrate strong cost-effectiveness and immediate community benefits.
- Two phases emerged as the **highest priorities**:
 - **West Eagle**
 - **Broadway**

Both potential initial phases provide discernable benefits to the corridor but represent different opportunities.

West Eagle segment is a continuation of the four lane segment at the Sylvan lake Roundabout and would provide a good opportunity to get ahead of construction of the Brush Creek Road Extension and subsequently the expected growth at Haymeadow Development.

Broadway would change how vehicles utilize the existing roadway network. The closure of the left turns from Grand Ave. onto Capitol St. and the longer two-lane approach into the Eby Creek/Grand Ave Roundabout may help reduce but not eliminate current congestion. Traffic patterns in Eagle would change. Residents returning to the Terrace, Orchard, Eagle pool and Ice Rink, and beyond would likely reroute down Broadway Street or divert around to Sylvan Lake Road. Old Town and Bluffs residents would likely utilize Church Street.

Both phases have challenges with rights of way acquisition and construction logistics.

Next Steps

- Continue coordination with design consultants on phasing refinements.
- Define Potential Costs per phase. (In order to complete this accurately an assumed phasing sequence will need to be developed)
- Return to Council with proposed phasing priorities and funding strategies.

BUDGET/STAFF IMPACT:

The current 60% cost estimate is \$70M for the full project. A phased approach to this project will increase the cost above the 70 M due to the temporary tie in work that would be necessary on a per phase basis. Simple division between 4 phases is \$17.5M. The \$17.5M is a rough order of magnitude calculation, and has limited value in determining cost per phase.

A more detailed break-out of costs per phase is necessary because retaining wall, utility scopes, ROW Acquisition, and other scopes of work necessary on a per phase basis will affect the individual phase estimate.

Another consideration of the phasing is grant funding potential. Starting the project with a phase expends potential matching funds that would be necessary for large federal grants. Showing progress with local dollars on a project demonstrates in grant applications that the Town is making meaningful efforts to construct the project, but is unlikely to meet a match requirement. A well developed funding strategy will be necessary to move the full project forward with local dollars and potential matching funds.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

1. Match Infrastructure to Quality of Life
2. Stimulate Economic Vitality and Development

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff requests Council's feedback and guidance on the phasing strategies regarding prioritization of Early Action Projects, Broadway, and West Eagle for near-term advancement.

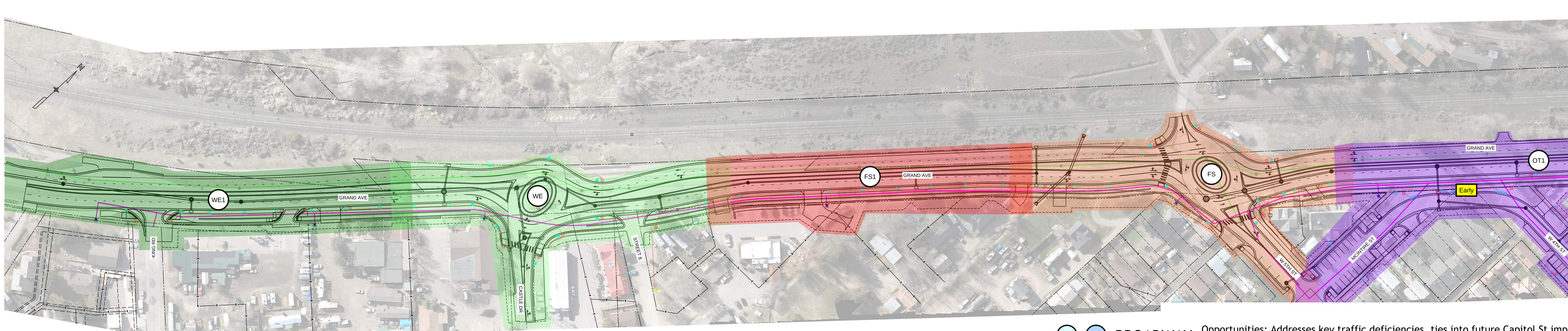
Below are a couple of questions to consider:

Of the two phases (West Eagle, Broadway) presented in the initial phasing concepts does council have an initial preference on where to start?

What additional information for council is needed from staff to assist in the decision-making process?

ATTACHMENTS:

- Eagle Grand Ave Phase Diagram
- Eagle Grand Avenue Council Presentation 9-23-25



  **BROADWAY** Opportunities: Addresses key traffic deficiencies, ties into future Capitol St improvements
Constraints: Impacts railroad property

  **OLD TOWN** Opportunities: Improves local roads
Constraints: Impacts railroad property, no major intersection improvements

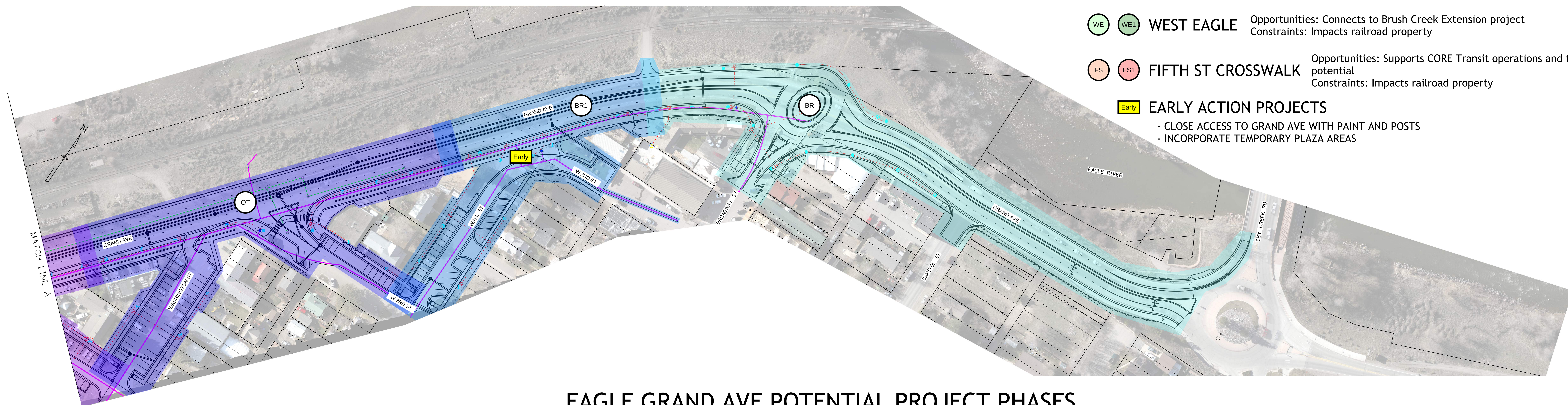
WE **WE1** **WEST EAGLE** Opportunities: Connects to Brush Creek Extension project
Constraints: Impacts railroad property

FIFTH ST CROSSWALK

Opportunities: Supports CORE Transit operations and future development potential
Constraints: Impacts railroad property

Early EARLY ACTION PROJECTS

- CLOSE ACCESS TO GRAND AVE WITH PAINT AND POSTS
- INCORPORATE TEMPORARY PLAZA AREAS



EAGLE GRAND AVE POTENTIAL PROJECT PHASES



GRAND AVENUE CORRIDOR

Phased Implementation

Town Council Meeting
September 23, 2025





Agenda

1. Project Overview
2. Project Status Update
3. Potential Phasing Concepts
4. Evaluation Criteria & Methodology
5. Initial Evaluation Findings
6. Open Discussion



Project Overview - Vision & Purpose

Project Overview

The Grand Avenue Corridor Plan is a transformational long-term public project that aims to improve mobility across the Town of Eagle, establish a strong sense of place and identity, and create interconnectivity between the major destinations within walking distance of the downtown commercial core.



Grand Avenue Goals:

ENHANCE

year-round mobility for all modes

IDENTIFY

Implementable solutions

PROMOTE

environmental sustainability

CONVERT

community support into actionable change



Project Status Update

- 60% Design Plans Submittal — *August 20th*
- Phasing & Implementation Work Session TOE — *August 25th*
- SWG Phasing & Implementation Workshop — *September 8th*
- Design Review Meeting — *September 23rd*
- **Town Council Update — *September 23rd***



Project Phasing Concepts

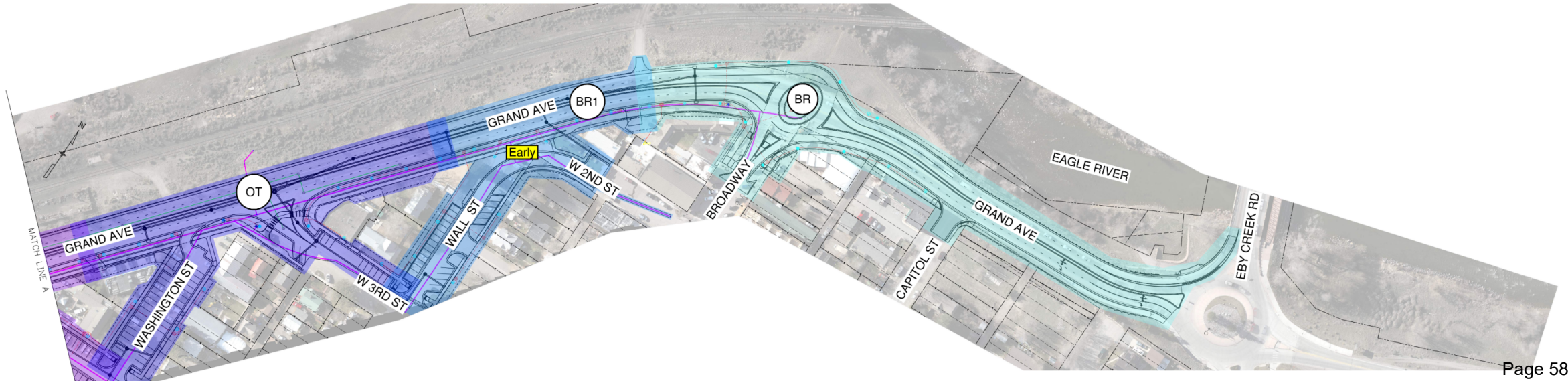
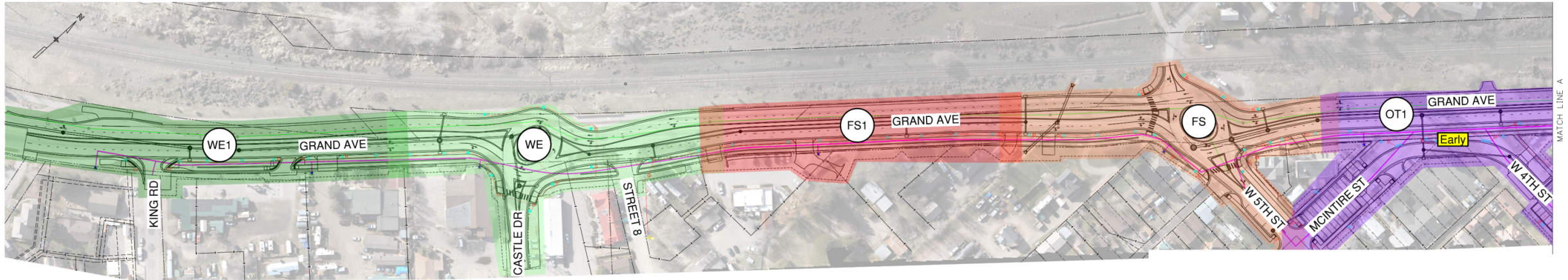
The Grand Avenue Corridor Plan breaks the project into phases so each part can stand on its own, be built as funding is secured, and show visible progress toward the larger long-term improvements.

Phasing Concepts

- Independent Phases – Each step delivers benefits on its own
- Scalable Projects – Projects can be built in pieces as funding is secured
- Visible Progress – Everyday citizens can see a visible improvement

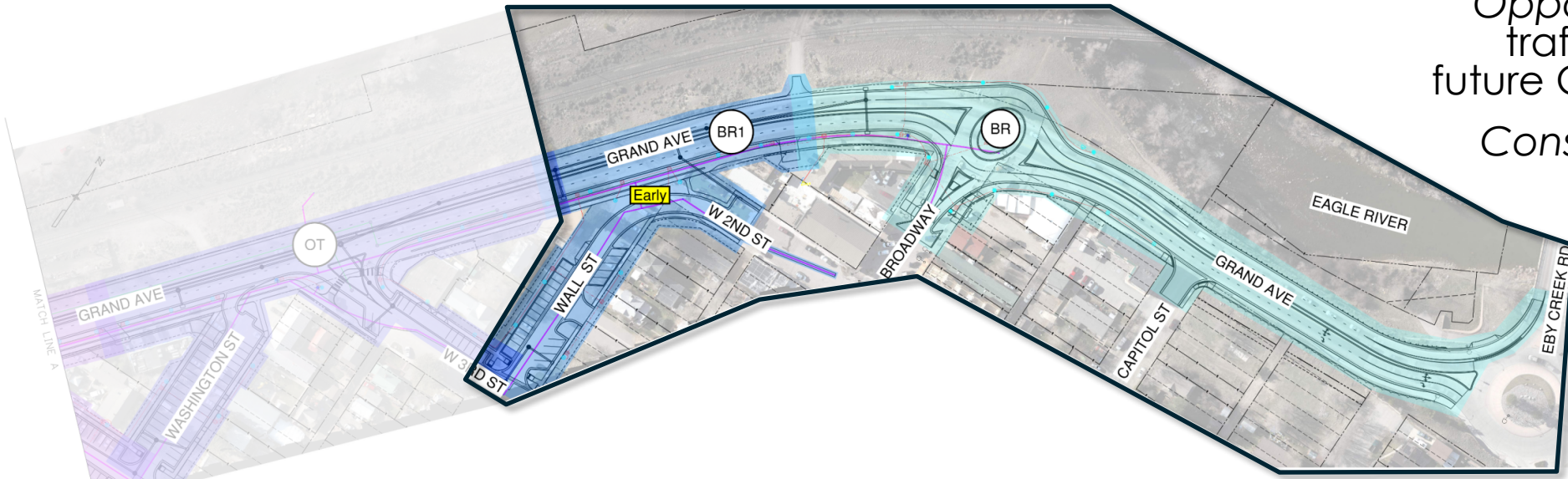
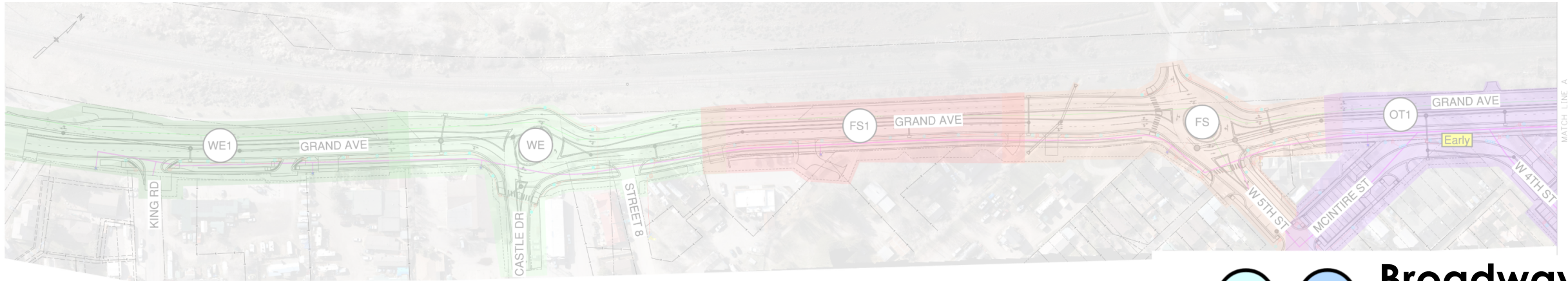


Project Phasing Concepts





Project Phasing Concepts



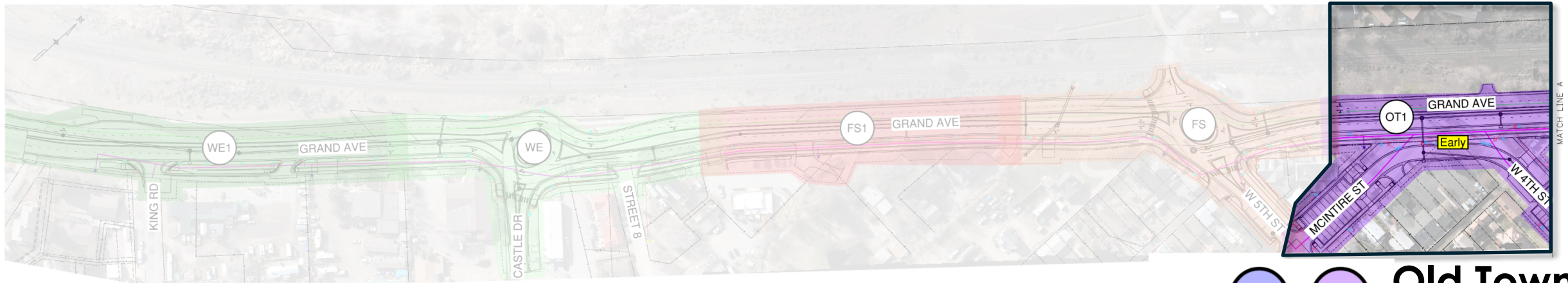
BR BR1 Broadway

Opportunities: Addresses key traffic deficiencies, ties into future Capitol St improvements

Constraints: Impacts railroad property



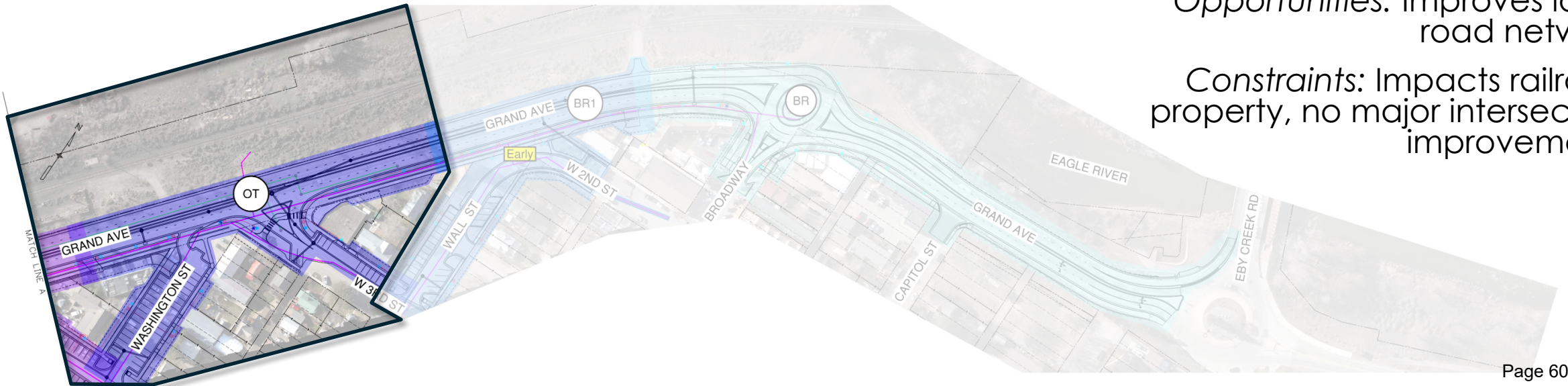
Project Phasing Concepts



OT OT1 Old Town

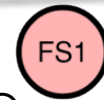
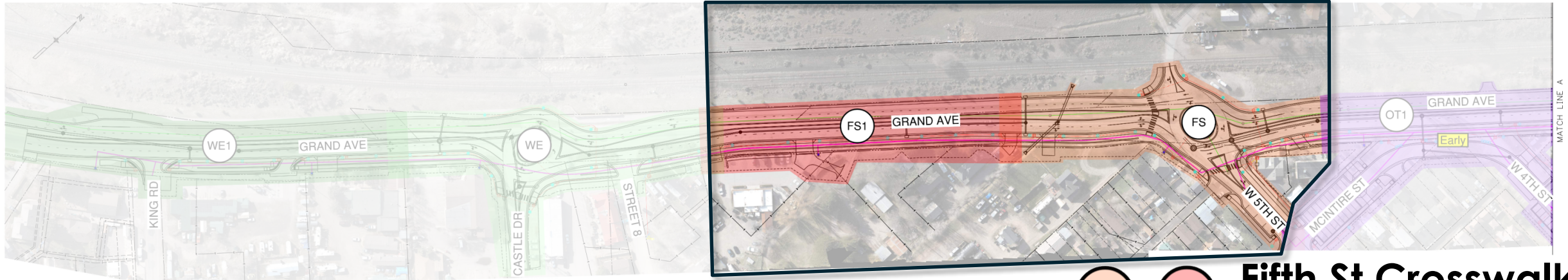
Opportunities: Improves local road network

Constraints: Impacts railroad property, no major intersection improvements





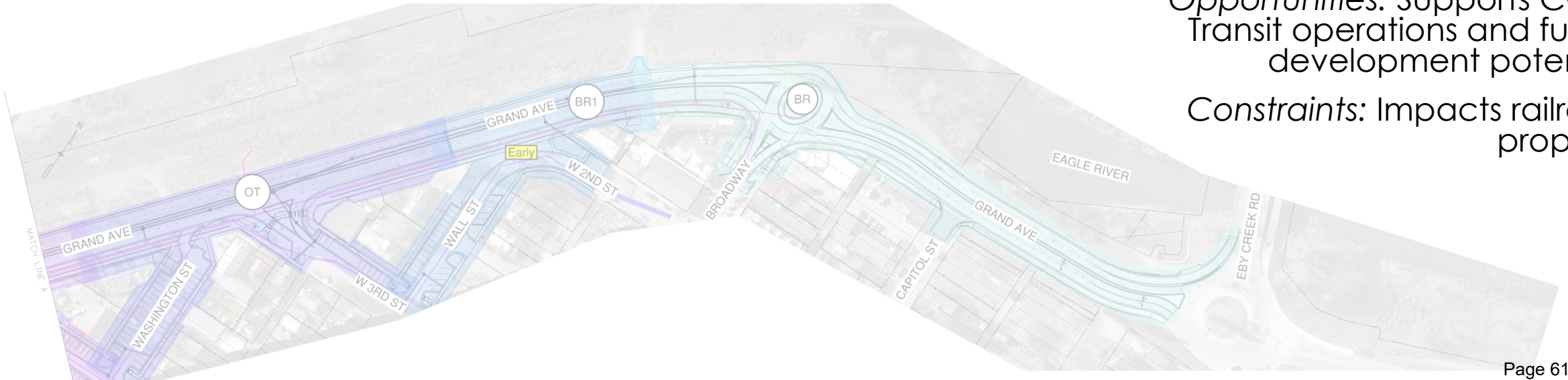
Project Phasing Concepts



Fifth St Crosswalk

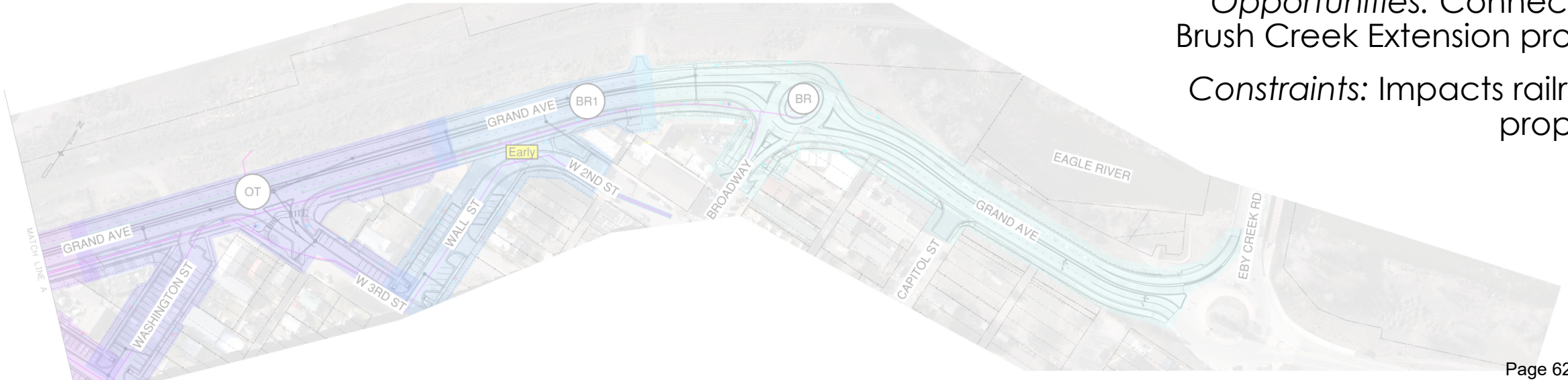
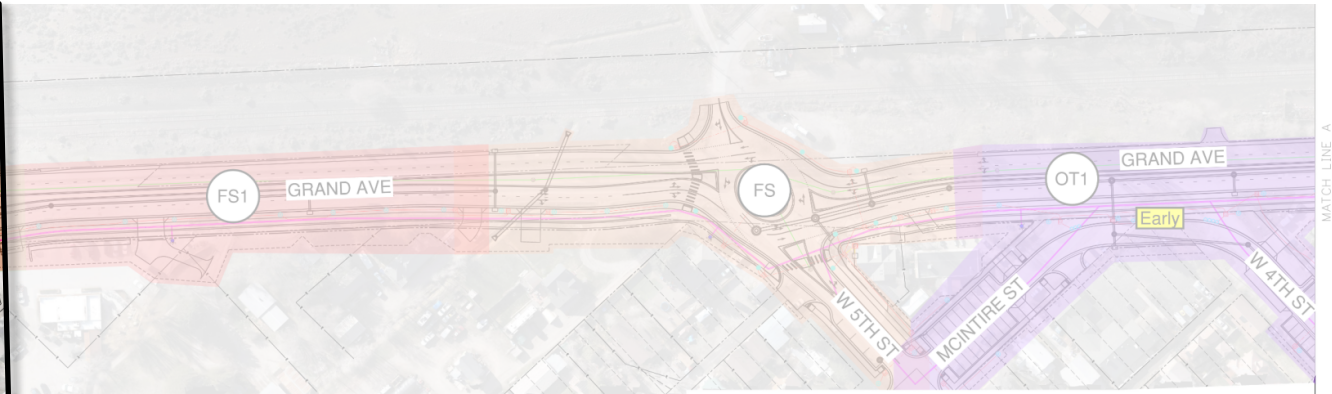
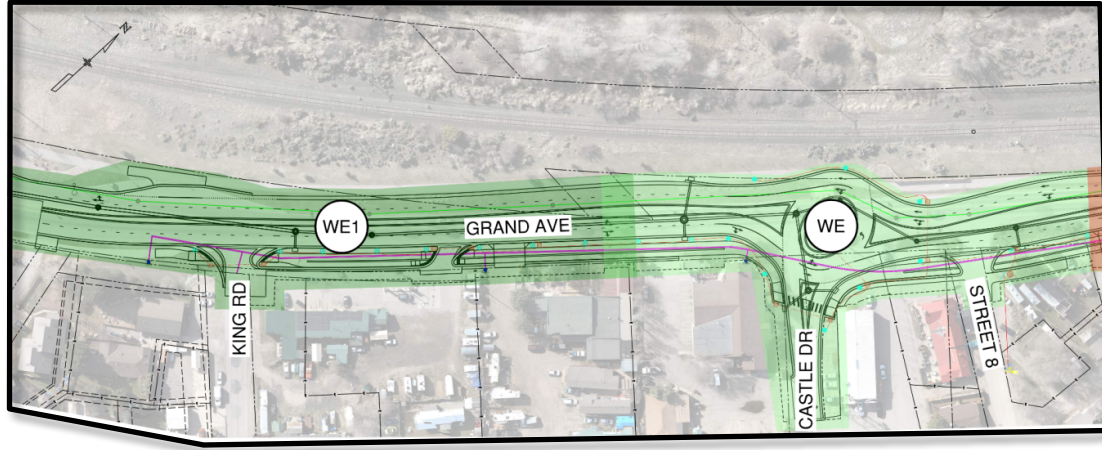
Opportunities: Supports CORE Transit operations and future development potential

Constraints: Impacts railroad property





Project Phasing Concepts



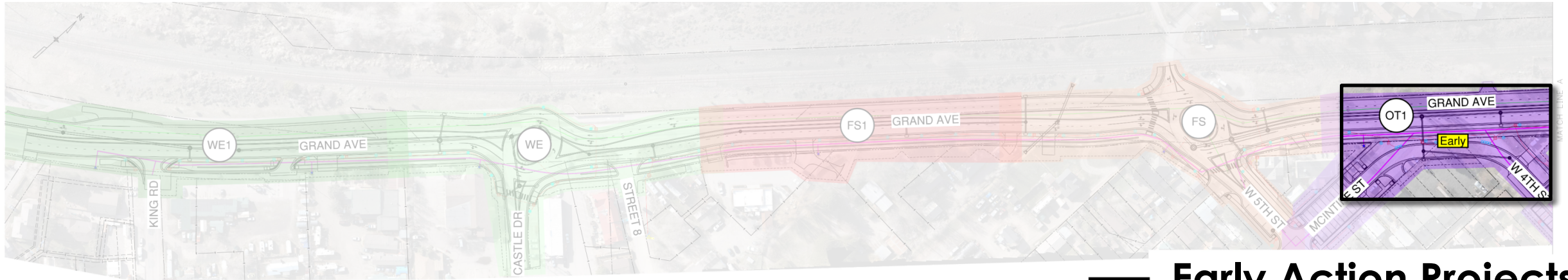
West Eagle

Opportunities: Connects to Brush Creek Extension project

Constraints: Impacts railroad property



Project Phasing Concepts



Early

Early Action Projects

*Close access to Grand Ave
with paint and posts*

*Incorporate temporary plaza
areas*





Evaluation Criteria

Technical Priorities

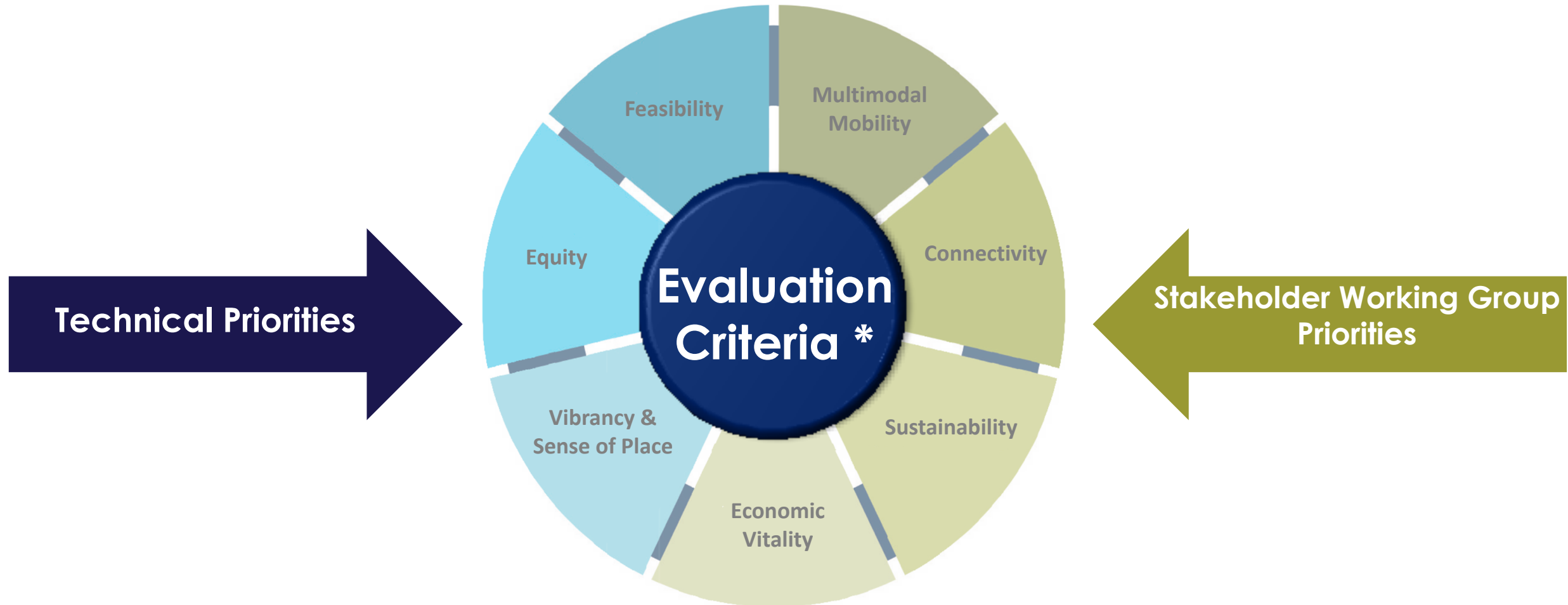
- Continuous Access
- Intersection Conflict Points
- Pedestrian Crossings
- Bicycle Facilities
- Reduce Traffic Congestion: Delay
- Reduce Traffic Congestion: Left Turns
- Development-Ready Regional Drainage
- Water Quality Improvements
- Private Property Impacts
- Landscaping/Streetscaping Opportunities
- Funding Potential
- Independent Function

Stakeholder Working Group Priorities

- Continuous Access
- Reduce Traffic Congestion: Delay
- Construction Traffic Control
- Availability of Alternate Routes
- Business Access
- Construction Impacts
- Visible Positive Change
- Community Improvements
- Landscaping/Streetscaping Opportunities
- Time to Construction



Evaluation Criteria



* Lack of independent function is a fatal flaw



Evaluation Methodology





Initial Evaluation Findings

1. The project team and Stakeholder Working Group agree that all the projects evaluated, including early actions projects, demonstrate value and have independent function.
2. Two phases outperformed the other phases:
 - ***Broadway***
 - ***West Eagle***



GRAND AVENUE CORRIDOR

Open Discussion



TOWN OF EAGLE, COLORADO
ORDINANCE NO. 9
(Series of 2025)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 678 GRAND AVENUE

WHEREAS, the Town of Eagle (“Eagle” or the “Town”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Eagle Home Rule Charter (the “Charter”); and

WHEREAS, the Town has authority under the Charter Section 12.01 to acquire real property by ordinance in furtherance of lawful public, local, and municipal purposes; and

WHEREAS, the Town evaluated the acquisition of a tract of land located at 678 Grand Avenue in Eagle, Colorado, more particularly described as MAYERS ADDITION TO EAGLE Block: 39 Lot: 2 (the “Property”) as part of its Grand Avenue Project; and

WHEREAS, the Town Manager, on behalf of the Town, entered a purchase and sale agreement on September 16, 2025, to acquire the Property at fair market value (the “Contract”) attached hereto as **Exhibit A**; and

WHEREAS, the Contract was conditioned on Town Council’s final approval.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, THAT:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Contract. Town Council hereby approves the purchase of the Property and the Town Manager’s authority to enter the Contract on behalf of the Town.

Section 3. Closing. Town Council further authorizes the Town Manager to execute any additional contract and closing documents needed to complete this transaction.

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 23, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-8-24) (Mandatory 8-24)

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

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

Date: September 15, 2025

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Town of Eagle (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☐ Other _____.

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

2.3. Seller. 678 Grand LLC (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Eagle, Colorado (insert legal description):

Subdivision: MAYERS ADDITION TO EAGLE Block: 39 Lot: 2

known as: <u>678 Grand Ave.</u>	<u>Eagle</u>	<u>CO</u>	<u>81631</u>
Street Address	City	State	Zip

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

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

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

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

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

54 **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
55 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
56 encumbrances, except:
57
58
59
60

61 Buyer ☐ **Will** ☐ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6.
62 (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive
63 such approval this Contract terminates.
64

65 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
66 applicable legal instrument.

67 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
68 _____; and the use or ownership of the following storage facilities: _____.
69 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.
70

71 **2.5.7. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:
72
73

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

77 **2.5.8. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
78 at Closing (Leased Items):
79
80
81
82

83 Buyer ☐ **Will** ☐ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review
84 under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not
85 receive such approval this Contract terminates.
86

87 ☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless
88 of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity
89 (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar
90 Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party
91 before Closing. If Buyer does not receive such approval this Contract terminates.
92

93 **2.6. Exclusions.** The following items are excluded (Exclusions):
94
95
96

97 **2.7. Water Rights/Well Rights.**

98 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:
99

100 Any and all appurtenant to the Property
101

102 Any deeded water rights will be conveyed by a good and sufficient bargain and sale deed at Closing.

103 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and
104 2.7.4., will be transferred to Buyer at Closing:
105
106
107
108

109 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
110 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
111 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
112 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a

113 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
 114 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
 115 _____.

116 ☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:
 117
 118
 119

120 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
 121 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
 122 legal instrument at Closing.

123 **2.7.6. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory
 124 to Buyer on or before the **Water Rights Examination Deadline**.

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

126 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	11:59 PM
2	§ 4	Alternative Earnest Money Deadline	n/a
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	MEC + 7 Days
4	§ 8	Record Title Objection Deadline	MEC + 9 Days
5	§ 8	Off-Record Title Deadline	MEC + 7 Days
6	§ 8	Off-Record Title Objection Deadline	MEC + 9 Days
7	§ 8	Title Resolution Deadline	MEC + 11 Days
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		Owners' Association	
9	§ 7	Association Documents Deadline	n/a
10	§ 7	Association Documents Termination Deadline	n/a
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	MEC + 7 Days
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		Loan and Credit	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a
17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
18	§ 5	Existing Loan Deadline	n/a
19	§ 5	Existing Loan Termination Deadline	n/a
20	§ 5	Loan Transfer Approval Deadline	n/a
21	§ 4	Seller or Private Financing Deadline	n/a
		Appraisal	
22	§ 6	Appraisal Deadline	n/a
23	§ 6	Appraisal Objection Deadline	n/a
24	§ 6	Appraisal Resolution Deadline	n/a
		Survey	
25	§ 9	New ILC or New Survey Deadline	n/a
26	§ 9	New ILC or New Survey Objection Deadline	n/a
27	§ 9	New ILC or New Survey Resolution Deadline	n/a
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	n/a
29	§ 8	Mineral Rights Examination Deadline	n/a
30	§ 10	Inspection Termination Deadline	n/a
31	§ 10	Inspection Objection Deadline	n/a
32	§ 10	Inspection Resolution Deadline	n/a
33	§ 10	Property Insurance Termination Deadline	n/a

34	§ 10	Due Diligence Documents Delivery Deadline	MEC + 7 Days
35	§ 10	Due Diligence Documents Objection Deadline	MEC + 9 Days
36	§ 10	Due Diligence Documents Resolution Deadline	MEC + 11 Days
37	§ 10	Environmental Inspection Termination Deadline	n/a
38	§ 10	ADA Evaluation Termination Deadline	n/a
39	§ 10	Conditional Sale Deadline	n/a
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
41	§ 11	Estoppel Statements Deadline	n/a
42	§ 11	Estoppel Statements Termination Deadline	n/a
		Closing and Possession	
43	§ 12	Closing Date	October 7, 2025
44	§ 17	Possession Date	Closing
45	§ 17	Possession Time	5pm
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	

127 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
128 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
129 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
130 "None", such provision means that "None" applies.

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

133 **3.3. Day; Computation of Period of Days; Deadlines.**

134 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
135 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
136 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
137 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
138 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

139 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
140 ending date is not specified, the first day is excluded and the last day is included.

141 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
142 deadline ☐ Will ☒ Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
143 the deadline will not be extended.

144 **4. PURCHASE PRICE AND TERMS.**

145 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 785,000.00	
2	§ 4.3.	Earnest Money		\$ 0
3	§ 4.5.	New Loan		\$ 0
4	§ 4.6.	Assumption Balance		\$ 0
5	§ 4.7.	Private Financing		\$ 0
6	§ 4.7.	Seller Financing		\$ 0
7				
8				
9	§ 4.4.	Cash at Closing		\$ 785,000.00
10		TOTAL	\$ 785,000.00	\$ 785,000.00

146 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$_____ (Seller Concession). The Seller
147 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
148 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
149 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
150 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
151 elsewhere in this Contract.

152 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a _____, will be
153 payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of
154 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
155 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
156 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
157 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
158 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
159 Money Holder in this transaction will be transferred to such fund.

160 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
161 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

162 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
163 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
164 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
165 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
166 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
167 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
168 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
169 Release form), within three days of Buyer's receipt.

170 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
171 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller
172 is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

173 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
174 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer
175 is in Default**", § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

176 **4.4. Form of Funds; Time of Payment; Available Funds.**

177 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
178 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
179 check, savings and loan teller's check and cashier's check (Good Funds).

180 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
181 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH
182 NONPAYING PARTY WILL BE IN DEFAULT**.

183 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have
184 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

185 **4.5. New Loan.**

186 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
187 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

188 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
189 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional
190 Provisions).

191 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
192 ☐ **Conventional** ☐ **Other** _____.

193 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
194 set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
195 presently at the rate of _____% per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐
196 **Property Insurance Premium** and ☐ _____.

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

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

206 This Contract terminates if written consent from Seller's lender for Buyer's assumption of Seller's existing loan is not received
207 by all parties and the Closing Company on or before Closing.

208 **4.7. Seller or Private Financing.**

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

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

213 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer**
214 ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**
215 **Private Financing Deadline.**

216 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
217 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
218 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,
219 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

220 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
221 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
222 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller**
223 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

224

TRANSACTION PROVISIONS

225 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

226 **5.1. New Loan, Assumption Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more
227 new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an
228 application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such
229 loan or approval.

230 **5.2. New Loan Terms; New Loan Availability.**

231 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
232 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
233 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
234 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
235 satisfactory to Buyer, in Buyer's sole subjective discretion.

236 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
237 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
238 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
239 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
240 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
241 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
242 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
243 **EARNST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
244 Survey).

245 **5.3. Credit Information.** This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's
246 financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must
247 supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current
248 credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's
249 financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in
250 confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set
251 forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's
252 financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or
253 before **Disapproval of Buyer's Credit Information Deadline.**

254 **5.4. Existing Loan Review.** Seller must deliver copies of the loan documents (including note, deed of trust and any
255 modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review
256 and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan**
257 **Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the
258 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without
259 change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval**
260 **Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in
261 Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such
262 compliance as set forth in § 4.6.

263 **6. APPRAISAL PROVISIONS.**

264 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
265 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth

certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

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

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

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

or

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

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

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

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

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

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

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

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

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

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

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

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

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

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

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

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

8.1. Evidence of Record Title.

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

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

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

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

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

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

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

8.2. **Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's

objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.

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

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

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

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

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

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

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

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

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

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

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

8.9. **Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. **NEW ILC, NEW SURVEY.**

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

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

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

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

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

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

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

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

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

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

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

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

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

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

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

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

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

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

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

10.6. Due Diligence.

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

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.8., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

555 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
556 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
557 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline.**
558 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless
559 of its name or title).
560 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government
561 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.
562 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
563 of the following:
564 ☐ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the
565 Property;
566 ☐ **10.6.1.6.2.** Property tax bills for the last _____ years;
567 ☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including
568 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
569 extent now available;
570 ☐ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;
571 ☐ **10.6.1.6.5.** Operating statements for the past _____ years;
572 ☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;
573 ☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete
574 but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
575 ☐ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which
576 have been made for the past ____ years;
577 ☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
578 not delivered earlier under § 8.3.);
579 ☐ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
580 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
581 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
582 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
583 Seller;
584 ☐ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
585 compliance of the Property with said Act;
586 ☐ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any
587 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
588 authorizations, if any; and
589 ☐ **10.6.1.6.13.** Other:
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595 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
596 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
597 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline:**
598 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is
599 terminated; or
600 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
601 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.
602 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received
603 by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a
604 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**
605 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection
606 before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).
607 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or
608 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review
609 and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due
610 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence
611 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due
612 Diligence Document.

613 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection**
614 Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
615 the Property, in Buyer's sole subjective discretion.

616 **10.6.4. Due Diligence – Environmental.** Buyer has the right to obtain environmental inspections of the Property
617 including a Phase I Environmental Site Assessment. ☐ **Seller** ☐ **Buyer** will order or provide a current Phase I Environmental
618 Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site
619 Assessments) and/or _____, at the expense of ☐ **Seller** ☐ **Buyer**
620 (Environmental Inspection).

621 If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
622 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
623 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing **Date**, the
624 **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II
625 Environmental Site Assessment.

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

630 **10.6.5. Due Diligence – ADA.** Buyer, at Buyer's expense, may also conduct an evaluation whether the Property
631 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at
632 such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property,
633 if any.

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

636 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
637 owned by Buyer and commonly known as _____. Buyer has
638 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
639 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
640 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this
641 provision.

642 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** [Intentionally Deleted - See
643 Residential Addendum if applicable]

644 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
645 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
646 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
647 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
648 or delayed.

649 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

650 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

651 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

652 **11. TENANT ESTOPPEL STATEMENTS.**

653 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
654 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
655 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
656 attached to a copy of the Lease stating:

657 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

658 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
659 amendments;

660 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

661 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

662 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

663 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
664 demising the premises it describes.

665 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
666 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
667 required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

668 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**
669 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if

670 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
671 waive any unsatisfactory Estoppel Statement.

672 **CLOSING PROVISIONS**

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

674 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
675 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
676 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
677 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
678 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
679 Seller will sign and complete all customary or reasonably required documents at or before Closing.

680 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☐ **Are Not** executed with
681 this Contract.

682 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
683 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the
684 Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by
685 Title Company _____.

686 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
687 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

688 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
689 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
690 leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

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

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

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

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

704 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
705 to be paid at Closing, except as otherwise provided herein.

706 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller**
707 ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

708 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
709 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
710 associated with or specified in the Status Letter will be paid as follows:

711 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

712 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer**
713 **and One-Half by Seller** ☒ **N/A.**

714 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
715 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by**
716 **Buyer and One-Half by Seller** ☒ **N/A.**

717 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
718 **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

719 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by**
720 **Buyer and One-Half by Seller** ☒ **N/A.**

721 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
722 ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

723 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
724 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller
725 ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

726 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
727 \$ _____ for:

728 ☐ Water District/Municipality ☐ Water Stock
729 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____

730 and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

731 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
732 paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

733 **15.9. FIRPTA and Colorado Withholding.**

734 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
735 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
736 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign
737 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
738 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
739 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
740 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
741 if an exemption exists.

742 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
743 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
744 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
745 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
746 tax advisor to determine if withholding applies or if an exemption exists.

747 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

748 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

749 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
750 for the year of Closing, based on ☒ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy
751 and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
752 veteran exemption or ☐ Other _____.

753 **16.1.2. Rents.** Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit
754 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
755 writing of such transfer and of the transferee's name and address.

756 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

757 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

758 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
759 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all
760 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments
761 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing
762 Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☐
763 Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of
764 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in
765 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current
766 regular assessments and _____. Association Assessments are subject to change as provided in the
767 Governing Documents.

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

770 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
771 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ _____ per day (or any part of a day
772 notwithstanding § 3.3., Day) from **Possession Date and Possession Time** until possession is delivered. Additionally, Buyer may
773 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

774

GENERAL PROVISIONS

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

18.1. **Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

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

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

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

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

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

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

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

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

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

833 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
834 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
835 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
836 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
837 or damages, or both.

838 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
839 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
840 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
841 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
842 Contract are reserved and survive Closing.

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

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

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

866 **24. TERMINATION.**

867 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
868 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
869 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
870 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
871 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
872 in the Contract is ineffective and does not terminate this Contract.

873 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely
874 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

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

882 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
883 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
884 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
885 must be received by the party, not Broker or Brokerage Firm).

886 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
887 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
888 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
889 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

890 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
891 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
892 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

893 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
894 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
895 located in Colorado.

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

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

905 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as
906 follows:

907 ☐ **29.1.** ____% of the Purchase Price or \$ _____ by Seller. Buyer's brokerage firm is an intended third-party
908 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is
909 paying on behalf of Buyer elsewhere in this Contract.

910 ☐ **29.2.** ____% of the Purchase Price or \$ _____ by Buyer pursuant to a separate agreement between Buyer and
911 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

912 ☐ **29.3.** ____% of the Purchase Price or \$ _____ by a separate agreement between Buyer's brokerage firm and
913 Seller's brokerage firm.

914

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

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

917 This Contract is conditioned on Town Council's formal approval at its regular meeting on Tuesday,
918 September 23, 2025. Upon approval, the Contract shall become binding on both parties and all
919 "MEC" deadlines in Section 3.1 shall be calculated from the date both parties signed this Contract
920 in accordance with Section 3.2. If Council does not approve the Contract, this Contract shall be of
921 no force and effect. Buyer shall provide Seller with written notice of Council approval by September
922 24, 2025.
923
924
925
926

927 **31. OTHER DOCUMENTS.**

928 **31.1. Documents Part of Contract.** The following documents are a part of this Contract:

929
930
931
932 **31.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:

933
934
935

936
937

938

939
940

SIGNATURES

Buyer's Name: Town of Eagle Buyer's Name: _____

Larry Pardee
Digitally signed by Larry Pardee
Date: 2025.09.16 16:23:50 -06'00'

Buyer's Signature _____ Date _____

Address: 200 Broadway
Eagle, CO. 81631

Phone No.: (970) 328-9628

Fax No.: (970) 328-5203

Email Address: larry.pardee@townofeagle.org

Buyer's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

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

Seller's Name: 678 Grand LLC Seller's Name: _____


Seller's Signature _____ Date 9/16/25

Address: PO Box 1234
Vail, CO 81658-1234

Phone No.: _____

Fax No.: _____

Email Address: _____

Seller's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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

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

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

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

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

Broker's License #:

Broker's Signature

Date

Address:

Phone No.:

Fax No.:

Email Address:

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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

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

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

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: Berkshire Hathaway HomeServices Colorado Properties

Brokerage Firm's License #:

Broker's Name: Meg Sierant

Broker's License #:

Broker's Signature

Date

Address:

225 Wall Street, Suite 200

Phone No.:

(970) 376-3442

Fax No.:

Email Address:

meg@bhhsco.com



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Community Development Director

Date: September 23, 2025

Agenda Items: Resolution 62, Series 2025, A Resolution of the Town Council of Eagle, Colorado Accepting a Petition for Annexation of Two Parcels of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (Eagle Meadows Annexation No. 1 and No. 2)

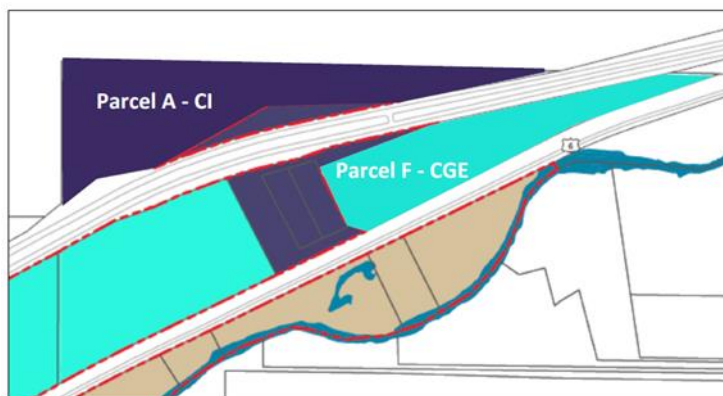
REQUESTS:

For Town Council to determine if the annexation application is in substantial compliance with statutory requirements and set a public hearing for October 28, 2025.

BACKGROUND:

Red Mountain Ranch LLLP ("applicant") has submitted an annexation petition and four copies of the annexation map for two parcels of land in the East Eagle area, Parcels A and F.

- Parcel A (43.57 acres) is located north of I-70 and northeast of the Town's boundary. The applicant is requesting Resource (R) zoning for this parcel.
- Parcel F (30.997 acres) is east of the Town boundary, situated between I-70 to the north and Highway 6 to the south.



The applicant is seeking to zone Parcel A to Commercial Interchange (CI) and Parcel F to Commercial General East (CGE). There are no other applications proposed at this time.

Should the Town Council approve Resolution 62, Series 2025, the petition will be accepted and the public hearing for both the annexation and zoning request will be scheduled for October 28, 2025. Between now and

then, the Planning Commission will hear the zoning request and make a recommendation for Town Council's consideration.

The attached resolution initiates the public notice process for annexations, which will be carried out by Town staff. The Community Development Department will also notice the associated zoning application according to the requirements outlined in the Town of Eagle Land Use and Development Code.

ANALYSIS:

Town staff, the Town Attorney, and a third-party surveyor have reviewed the submittal for completeness and finds the Annexation Petition for Eagle Meadows Annexation No. 1 and No. 2 to be in substantial compliance with Section 31-12-107(1) C.R.S.

COMMUNITY INPUT:

None.

BUDGET:

None. The applicants have agreed to reimburse the Town for expenses and fees incurred by the Town in reviewing and processing the land use applications through a reimbursement agreement.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Town Council is only considering whether the petition is in substantial compliance. Analysis of this application against the Strategic Plan and the Elevate Eagle Comprehensive Plan will take place during the public hearing.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **APPROVE** Resolution 62, Series 2025, "A Resolution of the Town Council of Eagle, Colorado Accepting a Petition for Annexation of Two Parcels of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (Eagle Meadows Annexation No. 1 and No. 2)"

ATTACHMENTS:

- Annexation Petition
- Annexation Maps
- Resolution 62, Series 2025

Exhibit F - Petition for Annexation

Petition for Annexation

To: The Town Council of the Town of Eagle, Colorado

Re: Property Known as: Eagle Meadows NO.1 and

Eagle Meadows NO. 2

The undersigned landowner, in accordance with Title 31, Article 12, Part 1, C.R.S., known as the Municipal Annexation Act of 1965, hereby petitions the Town Council of the Town of Eagle, Colorado (the "Town Council ") for annexation to the Town of Eagle (the "Town") of the following described unincorporated area situate and being in the County of Eagle, State of Colorado (the "Property"):

(See **Exhibit A** attached hereto and incorporated herein by reference)

In support of its Petition, Petitioner states as follows:

1. That it is desirable and necessary that the Property be annexed to the Town of Eagle, Colorado.

2. That the Property meets the requirements of C.R.S. §§ 31-12-104 and 105, in that:

a. Not less than 1/6 of the perimeter of the Property is contiguous with the existing boundaries of the Town, disregarding for contiguity purposes, as allowed by C.R.S. § 31-12-104(1)(a), the existence of any platted street or alley, any public or private right-of-way, any public or private transportation right-of-way or area, public lands (except county-owned open space) or any lakes, reservoirs, streams or other natural or artificial waters located between the Town and the Property. The contiguity required by C.R.S. § 31-12-104(1)(a) has not been established by use of any boundary of an area that was previously annexed to the Town where the area, at the time of its annexation, was not contiguous at any point with the boundary of the Town, and was not otherwise in compliance with C.R.S. § 31-12-104(1)(a), and was located more than 3 miles from the nearest boundary of the Town, nor was the contiguity required by C.R.S. § 31-12-104(1)(a) established by use of any boundary of territory that was subsequently annexed directly to, or which was indirectly connected through, subsequent annexations of such an area.

b. The proposed annexation will not create any disconnected municipal satellites.

c. A community of interest exists between the Property and the Town.

d. The Property is urban or will be urbanized in the near future, and said area is integrated or is capable of being integrated with the Town.

e. No land held in identical ownership, whether consisting of 1 tract or parcel of real estate or 2 or more contiguous tracts or parcels of real estate:

i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.

ii. Comprising 20 acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars \$200,000 for *ad valorem* tax purposes for the year next preceding the annexation is included within the Property without the written consent of the landowner(s).

f. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.

g. The annexation of the Property will not result in the detachment of area from any school district and the attachment of same to another school district.

h. The annexation of the Property will not have the effect of extending the boundary of the Town more than 3 miles in any direction from any point of the Town's boundary in any one year.

i. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property.

j. Reasonable access will not be denied to landowners, owners of easements or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town.

3. That attached hereto and incorporated herein by reference are 4 prints of the annexation map, containing the following information:

a. A written legal description of the boundaries of the Property.

b. A map showing the boundary of the Property.

c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land, and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.

d. Next to the boundary of the Property, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the Property.

4. That Petitioner is the owner of more than 50% of the Property, exclusive of streets and alleys.

5. That Petitioner signed this Petition no more than 180 days prior to the date of the filing of this Petition.

6. That this Petition satisfies the requirements of Article II, § 30 of the Colorado Constitution in that it is signed by persons comprising more than 50% of the landowners of the Property who own more than 50% of the Property, excluding public streets and alleys and any land owned by the Town.

7. That no election has been held within the last 12 months for annexation of the Property to the Town.

8. That the Property is located within Eagle County, the Eagle County School District and the Eagle River Fire Protection District.

9. That upon the effective date of the ordinance annexing the Property to the Town, the entire Property shall become subject to the ordinances, resolutions, rules and regulations of the Town, except for general property taxes which shall become effective on January 1 of the next year following passage of the annexation ordinance.

10. That Petitioner has not requested from any government entity review of a site specific development plan that would vest Petitioner with the property rights contemplated in C.R.S. § 24-68-101, *et seq.*, and that Petitioners hereby waive any vested property rights for the Property resulting from any prior approval of any site specific development plan as defined in C.R.S. § 24-68-101, *et seq.*

11. That, by the date that is 90 days after the effective date of the annexation ordinance, the Property shall be brought under the Town's zoning code and map.

12. That Petitioner reserves the right to withdraw this Petition at any time prior to the adoption of an annexation ordinance.

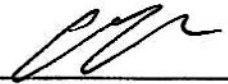
Therefore, the undersigned Petitioners respectfully request that the Town Council approve the annexation of the Property to the Town.

<u>MERVYN LAPIN</u>	<u>9-5-2025</u>	<u>232 W. MEADOW DR</u>
Name	Date	Mailing Address
<u></u>	<u></u>	<u>VAIL, CO 81657</u>
Name	Date	Mailing Address

State of Colorado)
County of Eagle) ss.

Subscribed, sworn to and acknowledged before me this 5th day of September, ~~2023~~^{2025^{AD}}, by Mervyn Lapin.
My Commission expires 10/12/27.

(Seal)


Notary Public

ADRIANA AVILA RODRIGUEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234038951
MY COMMISSION EXPIRES 10/12/2027

Affidavit of Circulator

The undersigned, being of lawful age, being first duly sworn upon oath, deposes and says:

That he or she was the circulator of the foregoing Petition for Annexation of lands to the Town of Eagle, Colorado, consisting of 5 pages including this page, and that each signature thereon was witnessed by the affiant and is the true signature of the person whose name it purports to be.

Mervyn Lapin
Circulator

State of Colorado)
County of Eagle) ss.

Subscribed, sworn to and acknowledged before me this 5th day of September, 2025, by Mervyn Lapin.

My Commission expires 10/12/27.

(Seal)

[Signature]
Notary Public

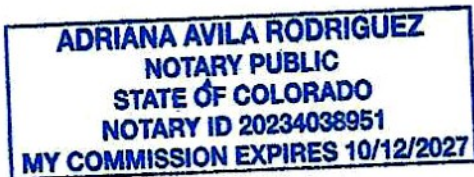


Exhibit A:

Legal Description Eagle Meadows NO.1

A PARCEL OF LAND IN TRACTS 57, 58, AND 59, SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON JUNE 20, 1922. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 57 AND THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD FROM WHICH CORNER NO. 5 OF TRACT 56 OF SAID SECTION 26 BEARS S. 89°20'39" E. 77.52 FEET DISTANT; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE COURSES:

- 1) S. 71°10'11" W. 745.46 FEET
- 2) 824.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5877.66 FEET, THE CHORD OF WHICH BEARS S. 67°05'44" W. 823.76 FEET
- 3) S. 63°07'52" W. 2657.12 FEET

THENCE N. 26°52'08" W. 923.36 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. INTERSTATE HIGHWAY NO. 70; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR COURSES:

- 1) 611.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5579.60 FEET, THE CHORD OF WHICH BEARS N. 74°00'08" E. 610.97 FEET
- 2) N. 69°57'24" E. 319.80 FEET
- 3) N. 76°23' 39" E. 2300.20 FEET
- 4) N. 77°08'24" E. 565.86 FEET

TO A POINT ON THE NORTH LINE OF SAID TRACT 57, THENCE ALONG SAID NORTH LINE S. 89° 20'39" E. 576.93 FEET TO THE POINT OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING:

LOTS 1 AND 2, RED MOUNTAIN RANCH EXEMPTION, ACCORDING TO THE PLAT RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753, COUNTY OF EAGLE, STATE OF COLORADO AND EAGLE RIVER STATION ANNEXATION PARCEL #2, ACCORDING TO THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.

AS SURVEYED:

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND RECORDED

FEBRUARY 8, 1984 IN BOOK 344 AT PAGE 088 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 57, 58 AND 59 LOCATED WITHIN SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 1 OF TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", WHENCE CORNER NO. 2 OF SAID TRACT 62, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918", IS ASSUMED TO BEAR NORTH 89° 54' 19" WEST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE SOUTH 75° 13' 25" EAST, A DISTANCE OF 1826.30 FEET TO THE MOST NORTHEASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 2, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 23 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625188, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 2 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473 AND BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. NORTH 76° 25' 05" EAST, A DISTANCE OF 1373.21 FEET;
2. THENCE NORTH 77° 11' 16" EAST, A DISTANCE OF 599.35 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 57, SAID POINT BEING SOUTH 88° 38' 40" EAST, A DISTANCE OF 818.92 FEET FROM CORNER NO. 2 OF SAID TRACT 57,

ALSO BEING CORNER NO. 1 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP FLUSH WITH THE GROUND STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE OF TRACT 57, SOUTH 88° 38' 40" EAST, A DISTANCE OF 601.53 FEET TO A POINT ON THE NORTHERLY LINE OF A 60.00 FEET WIDE UNION PACIFIC RAILROAD (FORMERLY THE DENVER & RIO GRANDE WESTERN RAILROAD) RIGHT-OF-WAY AS RECORDED IN BOOK 5 AT PAGE 619, SAID POINT BEING 30.00 FEET AS MEASURED PERPENDICULARLY FROM THE CENTER-LINE OF EXISTING TRACKS, SAID POINT ALSO BEING NORTH 88° 38' 40" WEST, A DISTANCE OF 20.57 FEET FROM CORNER NO. 5 OF TRACT 56 OF SAID SUPPLEMENTAL PLAT AND BEING MONUMENTED BY A SET 30" NO.6 REBAR WITH A 3.25" ALLOY CAP STAMPED "T4S R84W - S26 - TR57 | TR56-5 - 2025 - PLS 38226";

THENCE DEPARTING SAID NORTH LINE OF TRACT 57, AND CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 71° 11' 15" WEST A DISTANCE OF 791.51 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5860.00 FEET, AN ARC LENGTH OF 723.14 FEET, A DELTA ANGLE OF 7° 04' 14", AND WHOSE CHORD BEARS SOUTH 67° 39' 08" WEST, A DISTANCE OF 722.68 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 57 BETWEEN CORNER NO. 3, ALSO BEING CORNER NO. 6 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR57-3 | TR58-6 - 1918" AND SAID CORNER NO. 2 OF TRACT 57, ALSO BEING CORNER NO. 1 OF TRACT 58, WITH THE LINE BETWEEN BEARING NORTH 00° 14' 48" WEST, A DISTANCE OF 2649.70 FEET, SAID LINE ALSO SHOWN AS A CHANGE OF OWNERSHIP ON SAID RAILROAD VALUATION MAP AND ALSO A CHANGE OF RIGHT-OF-WAY WIDTH FROM 60.00 FEET EAST OF SAID TRACT LINE TO 100.00 FEET WEST OF SAID TRACT LINE;
3. THENCE ALONG SAID WEST LINE OF TRACT 57, NORTH 00° 14' 48" WEST, A DISTANCE OF 22.18 FEET TO A POINT OF NON-TANGENT CURVATURE;
4. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5880.00 FEET, AN ARC LENGTH OF 112.47 FEET, A DELTA ANGLE OF 1° 05' 45" AND WHOSE CHORD BEARS SOUTH 63° 39' 45" WEST, A DISTANCE OF 112.47 FEET;
5. THENCE SOUTH 63° 06' 52" WEST, A DISTANCE OF 1800.47 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING ALONG THE EAST LINE OF SAID EAGLE RIVER STATION ANNEXATION PARCEL

NO. 2, THE FOLLOWING THREE (3) COURSES:

1. NORTH 69° 55' 44" WEST, A DISTANCE OF 190.53 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY LINE OF LOT 2, PLAT OF RED MOUNTAIN RANCH EXEMPTION, COUNTY OF EAGLE, STATE OF COLORADO, AS RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753;
2. THENCE ALONG SAID EAST LINE, NORTH 26° 52' 08" WEST, A DISTANCE OF 501.89 FEET;
3. THENCE NORTH 67° 31' 26" EAST, A DISTANCE OF 1092.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,384,961 SQUARE FEET, OR 31.793 ACRES, MORE OR LESS. ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME AS SHOWN HEREON AND DESIGNATED THE SAME AS EAGLE MEADOWS NO. 1 ANNEXATION TO THE TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

Legal Description Eagle Meadows NO. 2

LOT 1, RED MOUNTAIN RANCH FILING NO. 3, ACCORDING TO THE PLAT RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379, COUNTY OF EAGLE, STATE OF COLORADO

EXCEPTING THEREFROM THAT PORTION KNOWN AS EAGLE RIVER STATION ANNEXATION PARCEL #3 AS SHOWN ON THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.

AS SURVEYED:

A PARCEL OF LAND BEING A PORTION OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 RECORDED JULY 20, 1982 IN BOOK 343 AT PAGE 379 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 58 AND 62 LOCATED WITHIN SECTION 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO.

91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 2 OF SAID TRACT 62, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" WHENCE CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SAID TRACT 62, THE SAME BEING THE NORTH LINE OF SAID LOT 1, SOUTH 89° 54' 19" EAST, A DISTANCE OF 1443.12 FEET TO CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58;

THENCE ALONG THE NORTH LINE OF SAID TRACT 58, NORTH 89° 49' 15" EAST, A DISTANCE OF 2732.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473, SAID POINT BEING SOUTH 89° 49' 15" WEST, A DISTANCE OF 134.29 FEET FROM CORNER 1 OF SAID TRACT 58 BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP FLUSH WITH GRADE STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 77° 08' 24" WEST, A DISTANCE OF 1309.66 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 3, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 24 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625189, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 3 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190;

THENCE ALONG THE NORTH LINE OF SAID EAGLE RIVER STATION NO. 3 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 87° 19' 53" WEST, A DISTANCE OF 1148.68 FEET;
2. THENCE SOUTH 59° 53' 19" WEST, A DISTANCE OF 1106.24 FEET TO THE

MOST WESTERLY CORNER OF SAID EAGLE RIVER STATION NO. 3, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID INTERSTATE NO. 70;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 79° 18' 04" WEST, A DISTANCE OF 531.29 FEET;
2. SOUTH 50° 24' 22" WEST, A DISTANCE OF 349.11 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 BETWEEN CORNERS NO. 3 AND 2, SAID POINT BEING NORTH 00° 08' 29" WEST, A DISTANCE OF 102.72 FEET FROM CORNER 3 OF SAID TRACT 62 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3.25" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089;

THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.

ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN. THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.

ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

Exhibit H - Annexation Maps

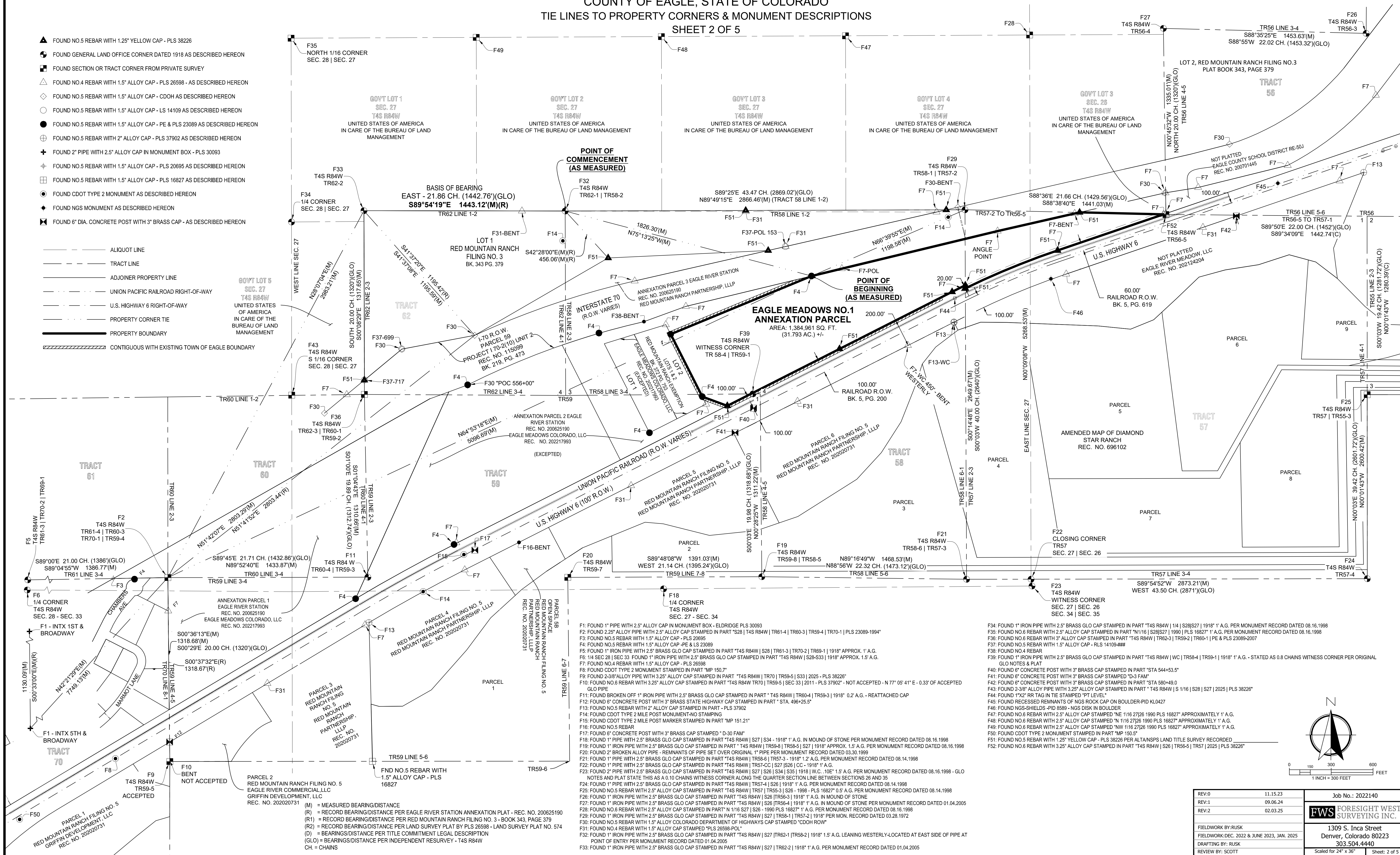
ANNEXATION PLAT
EAGLE MEADOWS NO. 1

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN

COUNTY OF EAGLE, STATE OF COLORADO

TIE LINES TO PROPERTY CORNERS & MONUMENT DESCRIPTIONS

SHEET 2 OF 5



ANNEXATION PLAT
EAGLE MEADOWS NO. 1
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

DETAILS
SHEET 3 OF 5

SURVEYOR'S NOTES

- ROAD "E" DESCRIBED IN ACCESS EASEMENT RECORDED IN BOOK 383 AT PAGE 564 IS BELIEVED TO HAVE BLUNDERS IN THE TIES TO THE TRACT CORNERS. THE DESCRIBED CENTERLINE, SECONDARY CALLS AND TIES DO NOT MATHEMATICALLY CLOSE. HOLDING EITHER TIE DOES NOT REASONABLY MATCH THE SURVEYED LOCATION OF THE EXISTING ROAD NOR THE CENTERLINE OF U.S. HIGHWAY 6. THE LOCATION SHOWN HEREON HOLDS THE DISTANCE ONLY TO THE POINT CALLED OUT AS "THE POINT OF EXIT ON THE NORTH LINE OF SAID TRACT 62" (462.47 FEET) FROM CORNER 2 OF TRACT 62 ALONG THE MEASURED LINE BETWEEN SAID CORNER 2 AND CORNER 2 OF TRACT 58 (BEING THE SAME AS CORNER 1 OF TRACT 62) AND ROTATES THE CALLS FOR THE CENTERLINE AS DESCRIBED TO END AT A POINT ON THE CENTERLINE OF U.S. HWY 6. THIS SOLUTION APPEARS TO CORRELATE WITH THE EXISTING CENTERLINE OF THE ROAD AS SURVEYED.

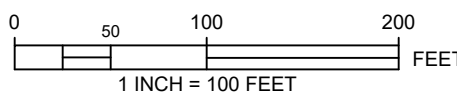
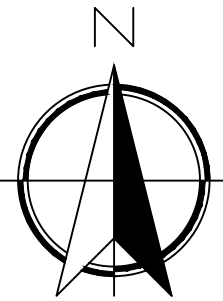
LEGEND

- ▲ FOUND NO.5 REBAR WITH 1.25" YELLOW CAP - PLS 38226
- FOUND GENERAL LAND OFFICE CORNER DATED 1918 AS DESCRIBED HEREON
- FOUND SECTION OR TRACT CORNER FROM PRIVATE SURVEY
- △ FOUND NO.4 REBAR WITH 1.5" ALLOY CAP - PLS 26598 - AS DESCRIBED HEREON
- ◇ FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - CDOH AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - LS 14109 AS DESCRIBED HEREON
- FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PE & PLS 23089 AS DESCRIBED HEREON
- ⊕ FOUND NO.5 REBAR WITH 2" ALLOY CAP - PLS 37902 AS DESCRIBED HEREON
- ✚ FOUND 2" PIPE WITH 2.5" ALLOY CAP IN MONUMENT BOX - PLS 30093
- ⊕ FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 20695 AS DESCRIBED HEREON
- ⊕ FOUND NO.5 REBAR WITH 1.5" ALLOY CAP - PLS 16827 AS DESCRIBED HEREON
- FOUND CDOT TYPE 2 MONUMENT AS DESCRIBED HEREON
- ◆ FOUND NGS MONUMENT AS DESCRIBED HEREON
- ✕ FOUND 6" DIA. CONCRETE POST WITH 3" BRASS CAP - AS DESCRIBED HEREON

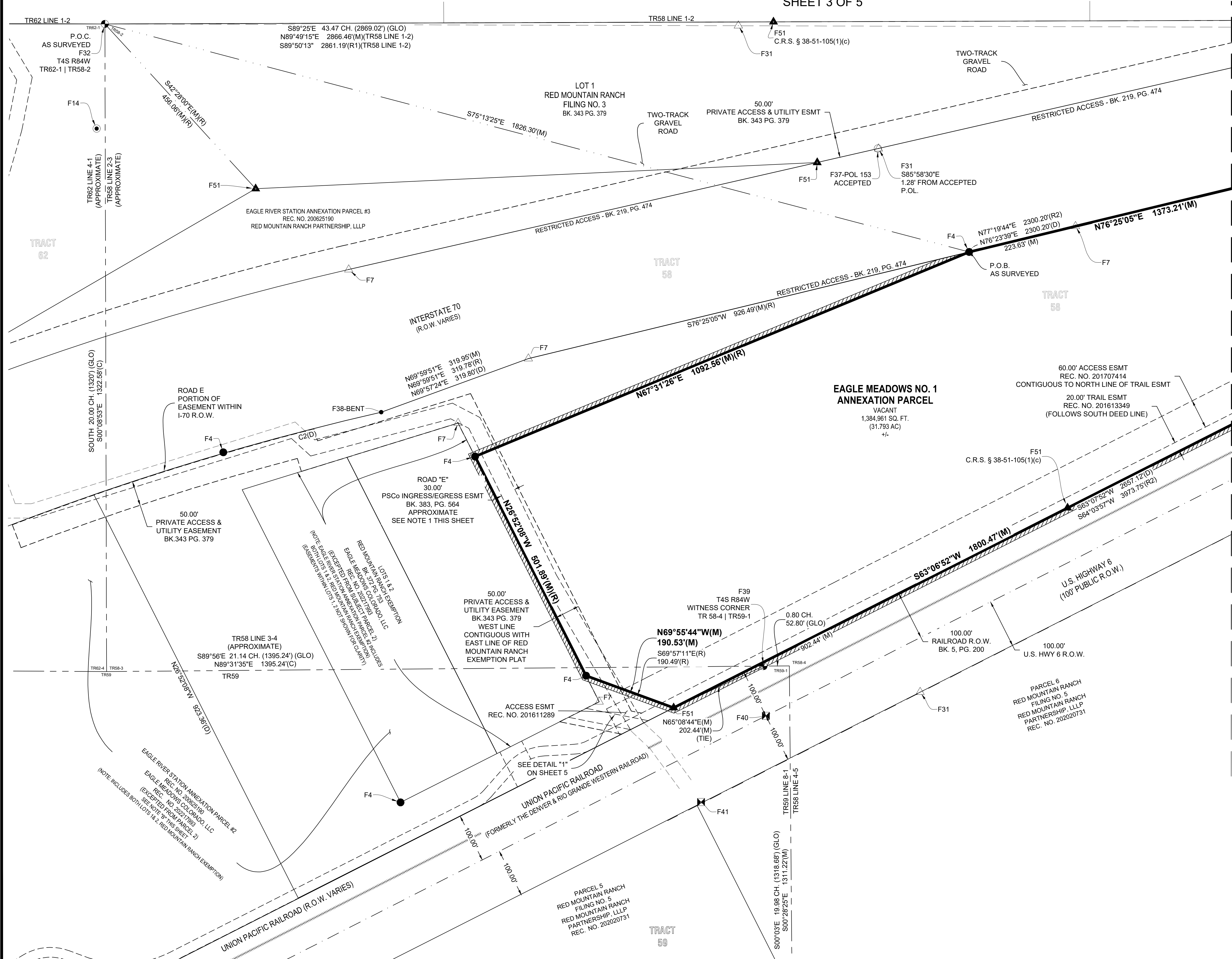
- ALIQUOT LINE
- TRACT LINE
- ADJOINER PROPERTY LINE
- UNION PACIFIC RAILROAD RIGHT-OF-WAY
- U.S. HIGHWAY 6 RIGHT-OF-WAY
- PROPERTY CORNER TIE
- PROPERTY BOUNDARY
- CENTER-LINE RAILROAD TRACKS
- EASEMENT
- CONTIGUOUS BOUNDARY WITH EXISTING TOWN OF EAGLE BOUNDARY

(M) = MEASURED BEARING/DISTANCE
(R) = RECORD BEARING/DISTANCE PER EAGLE RIVER STATION ANNEXATION PLAT - REC. NO. 200625190
(R1) = RECORD BEARING/DISTANCE PER RED MOUNTAIN RANCH FILING NO. 3 - BOOK 343, PAGE 379
(R2) = RECORD BEARING/DISTANCE PER LAND SURVEY PLAT BY PLS 26598 - LAND SURVEY PLAT NO. 574 (PARCEL 2 OF SAID PLAT)
(D) = BEARINGS/DISTANCE PER TITLE COMMITMENT LEGAL DESCRIPTION
(GLO) = BEARINGS/DISTANCE PER INDEPENDENT RESURVEY T4S R84W OF THE 6TH P.M. (1922)
CH. = CHAINS

TRACT AND CORNER ABBREVIATION USED HEREON:
TR##.# = TRACT NUMBER - CORNER NUMBER DESIGNATION PER THE
INDEPENDENT RESURVEY OF TOWNSHIP 4 SOUTH,
RANGE 84 WEST OF THE 6TH P.M.



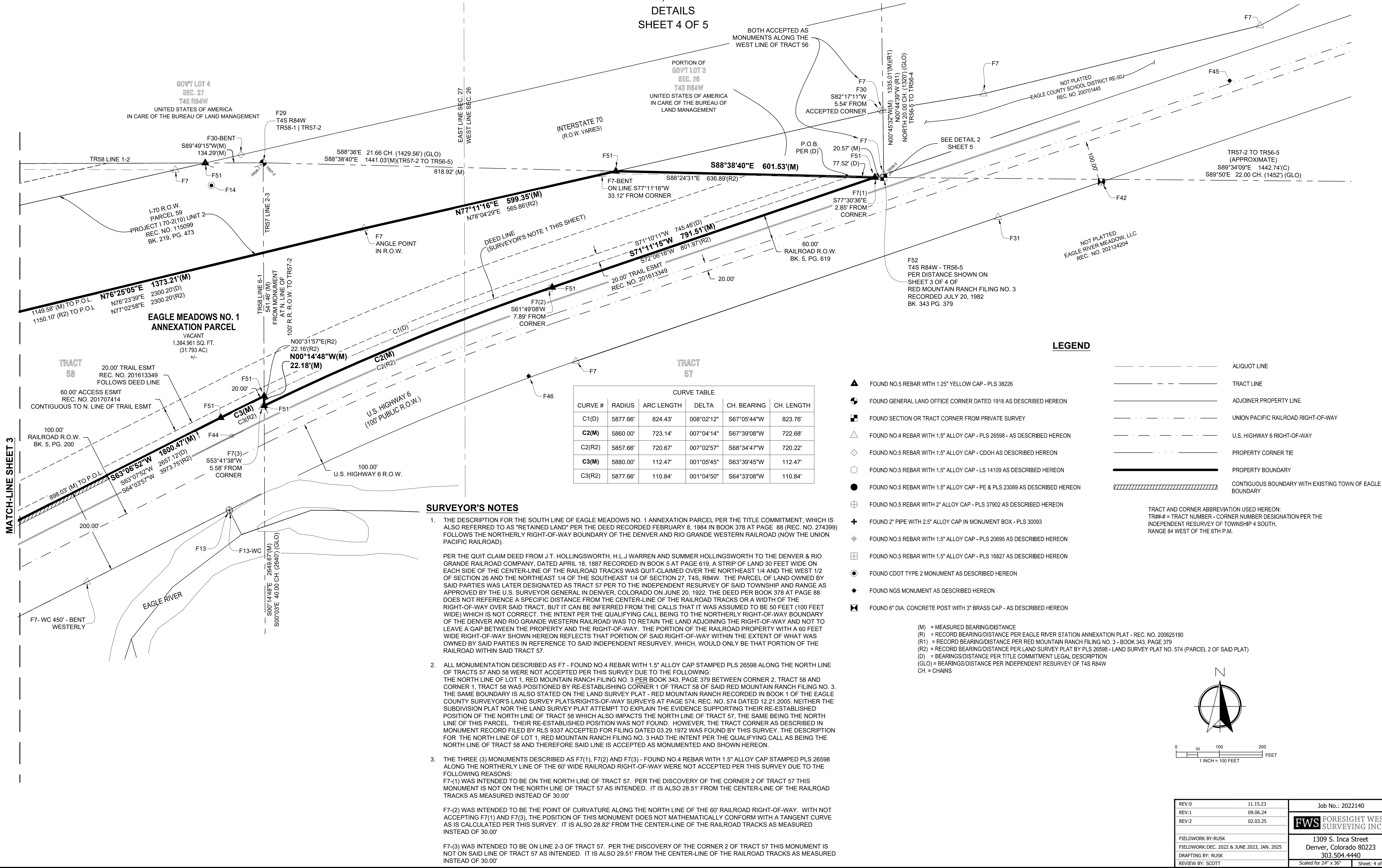
REV:0	11.15.23	Job No.: 2022140
REV:1	09.06.24	
REV:2	02.03.25	
FIELDWORK BY: RUSK		
FIELDWORK: DEC. 2022 & JUNE 2023, JAN. 2025		
DRAFTING BY: RUSK		
REVIEW BY: SCOTT		
		FWS FORESIGHT WEST SURVEYING INC.
		1309 S. Inca Street Denver, Colorado 80223 303.504.4440
		Scaled for 24" x 36"
		Sheet: 3 of 5



ANNEXATION PLAT
EAGLE MEADOWS NO. 1
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

DETAILS
SHEET 4 OF 5

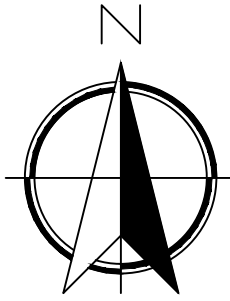
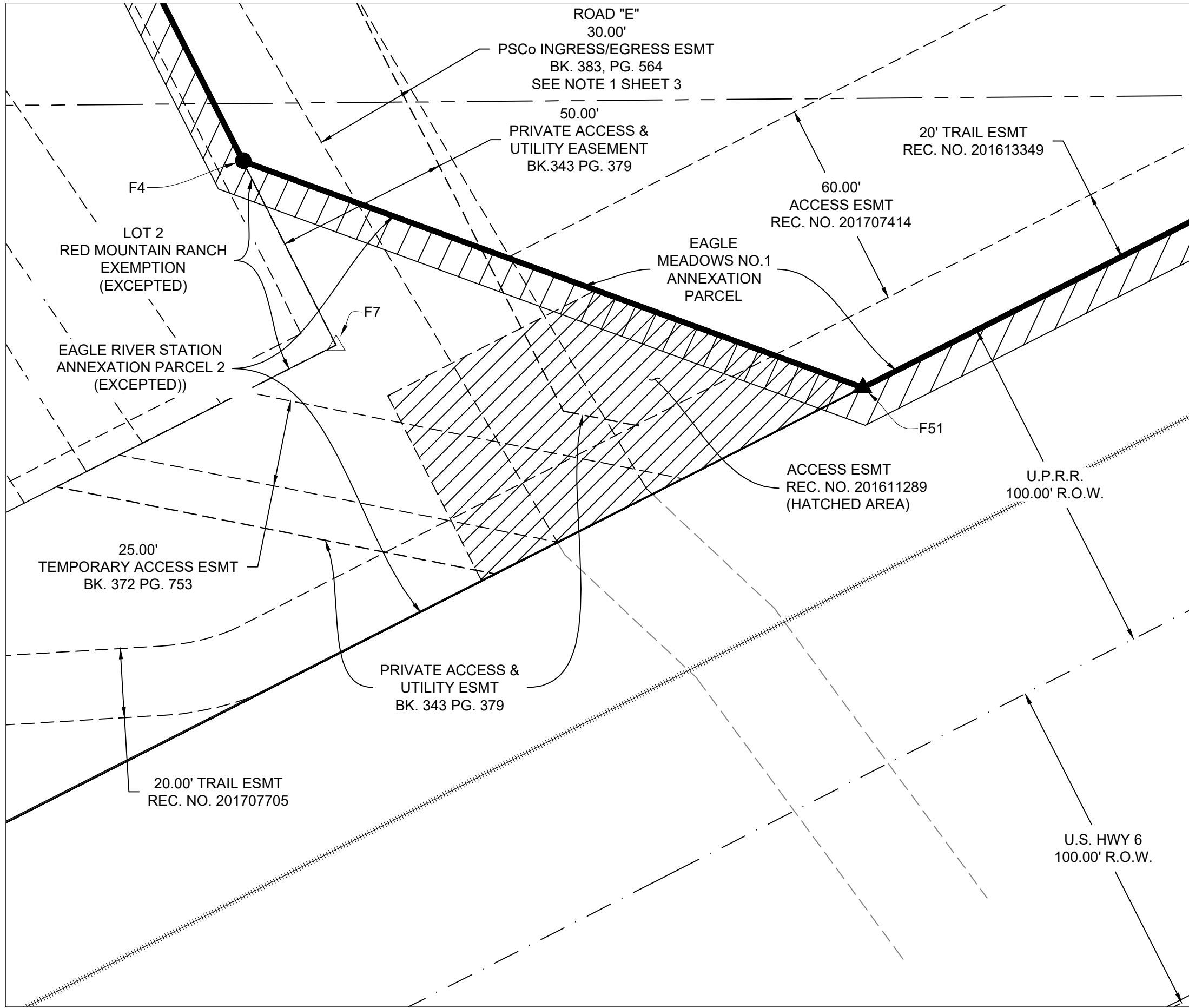


ANNEXATION PLAT
EAGLE MEADOWS NO. 1
ANNEXATION TO THE TOWN OF EAGLE

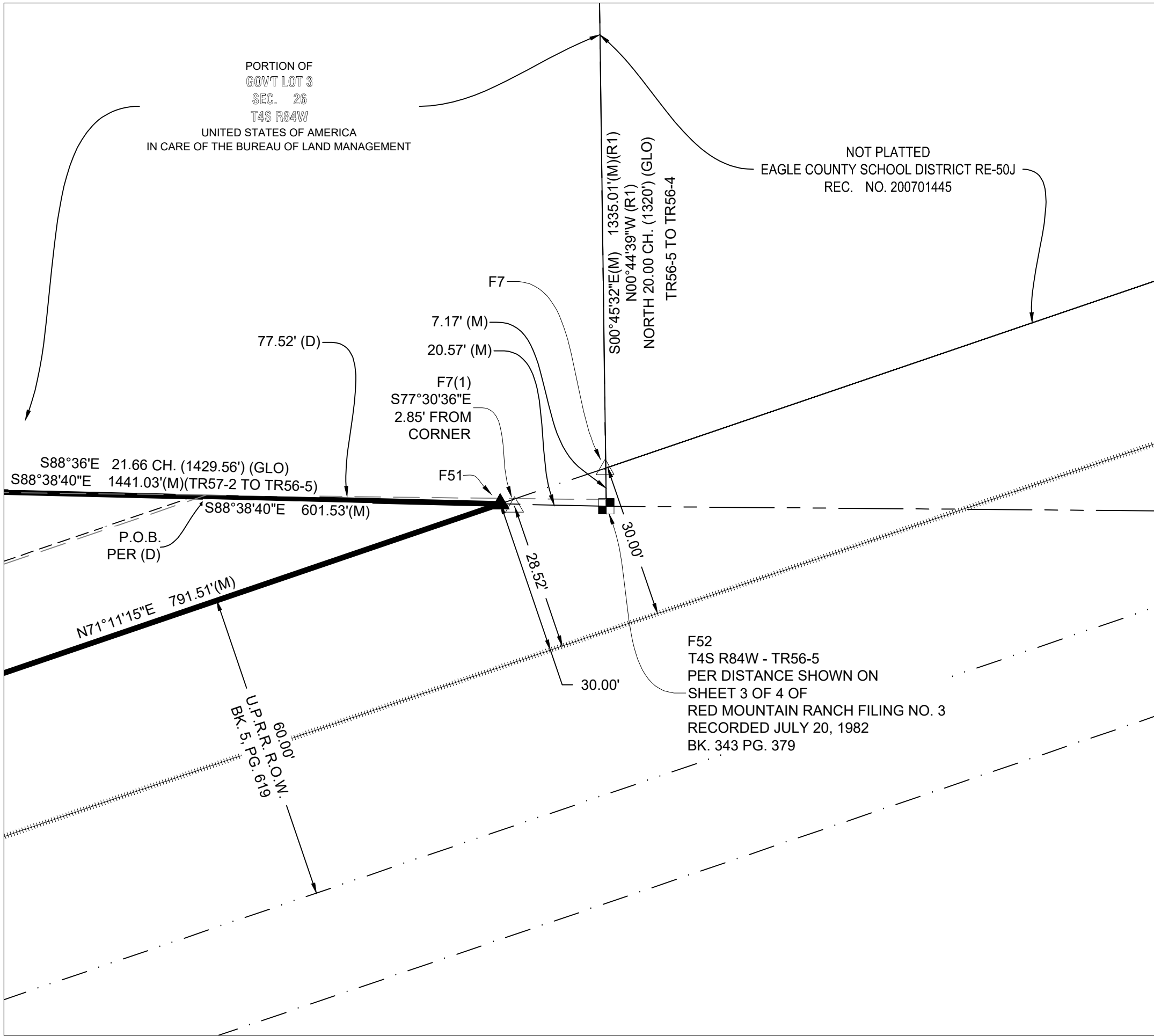
LOCATED IN TRACTS 57, 58 AND 59 AND BEING A PART OF SECTIONS 26 AND 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

DETAILS 1 AND 2
SHEET 5 OF 5

DETAIL 1
1 INCH = 30 FEET



DETAIL 2
1 INCH = 20 FEET



(M) = MEASURED BEARING/DISTANCE
(R) = RECORD BEARING/DISTANCE PER EAGLE RIVER STATION ANNEXATION PLAT - REC. NO. 200625190
(R1) = RECORD BEARING/DISTANCE PER RED MOUNTAIN RANCH FILING NO. 3 - BOOK 343, PAGE 379
(R2) = RECORD BEARING/DISTANCE PER LAND SURVEY PLAT BY PLS 26598 - LAND SURVEY PLAT NO. 574 (PARCEL 2 OF SAID PLAT)
(D) = BEARINGS/DISTANCE PER TITLE COMMITMENT LEGAL DESCRIPTION
(GLO) = BEARINGS/DISTANCE PER INDEPENDENT RESURVEY OF T4S R84W
CH. = CHAINS

REV:0	11.15.23	Job No.: 2022140
REV:1	09.06.24	
REV:2	02.03.25	
FIELDWORK BY: RUSK		
FIELDWORK: DEC. 2022 & JUNE 2023, DEC. 2024		
DRAFTING BY: RUSK		
REVIEW BY: SCOTT		
1309 S. Inca Street Denver, Colorado 80223 303.504.4440		Sheet: 5 of 5

CERTIFICATE OF OWNERSHIP

WE, RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, THE OWNERS OF 100 PERCENT OF THE FOLLOWING DESCRIBED PROPERTY, EXCLUDING ANY STREETS AND ALLEYS, TO-WIT:

PER TITLE COMMITMENT:

LOT 1, RED MOUNTAIN RANCH FILING NO. 3, ACCORDING TO THE PLAT RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379, COUNTY OF EAGLE, STATE OF COLORADO

EXCEPTING THEREFROM THAT PORTION KNOWN AS EAGLE RIVER STATION ANNEXATION PARCEL #3 AS SHOWN ON THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.

AS SURVEYED:

A PARCEL OF LAND BEING A PORTION OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 RECORDED JULY 20, 1982 IN BOOK 343 AT PAGE 379 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 58 AND 62 LOCATED WITHIN SECTION 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 2 OF SAID TRACT 62, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" WHENCE CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SAID TRACT 62, THE SAME BEING THE NORTH LINE OF SAID LOT 1, SOUTH 89° 54' 19" EAST, A DISTANCE OF 1443.12 FEET TO CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58;

THENCE ALONG THE NORTH LINE OF SAID TRACT 58, NORTH 89° 49' 15" EAST, A DISTANCE OF 2732.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473, SAID POINT BEING SOUTH 89° 49' 15" WEST, A DISTANCE OF 134.29 FEET FROM CORNER 1 OF SAID TRACT 58 BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP FLUSH WITH GRADE STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 77° 08' 24" WEST, A DISTANCE OF 1309.66 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 3, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 24 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625189, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 3 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190;

THENCE ALONG THE NORTH LINE OF SAID EAGLE RIVER STATION NO. 3 THE FOLLOWING TWO (2) COURSES:
1. SOUTH 87° 19' 53" WEST, A DISTANCE OF 1148.68 FEET;
2. THENCE SOUTH 59° 53' 19" WEST, A DISTANCE OF 1106.24 FEET TO THE MOST WESTERLY CORNER OF SAID EAGLE RIVER STATION NO. 3, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID INTERSTATE NO. 70;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:
1. SOUTH 79° 18' 04" WEST, A DISTANCE OF 531.29 FEET,
2. SOUTH 50° 24' 22" WEST, A DISTANCE OF 349.11 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 BETWEEN CORNERS NO. 3 AND 2, SAID POINT BEING NORTH 00° 08' 29" WEST, A DISTANCE OF 102.72 FEET FROM CORNER 3 OF SAID TRACT 62 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3.25" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089;

THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.

ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME AS SHOWN HEREON AND DESIGNATED THE SAME AS **EAGLE MEADOWS NO. 2 ANNEXATION TO THE TOWN OF EAGLE**, COUNTY OF EAGLE, STATE OF COLORADO.

EXECUTED THIS _____ DAY OF _____, 2025.

OWNER: RED MOUNTAIN RANCH PARTNERSHIP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP
232 WEST MEADOW DRIVE
VAIL, COLORADO 81657

BY: _____
MERVYN LAPIN AS MANAGER

STATE OF COLORADO)
COUNTY OF EAGLE) SS

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025, BY MERVYN LAPIN, AS MANAGER AND AUTHORIZED REPRESENTATIVE FOR RED MOUNTAIN RANCH PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

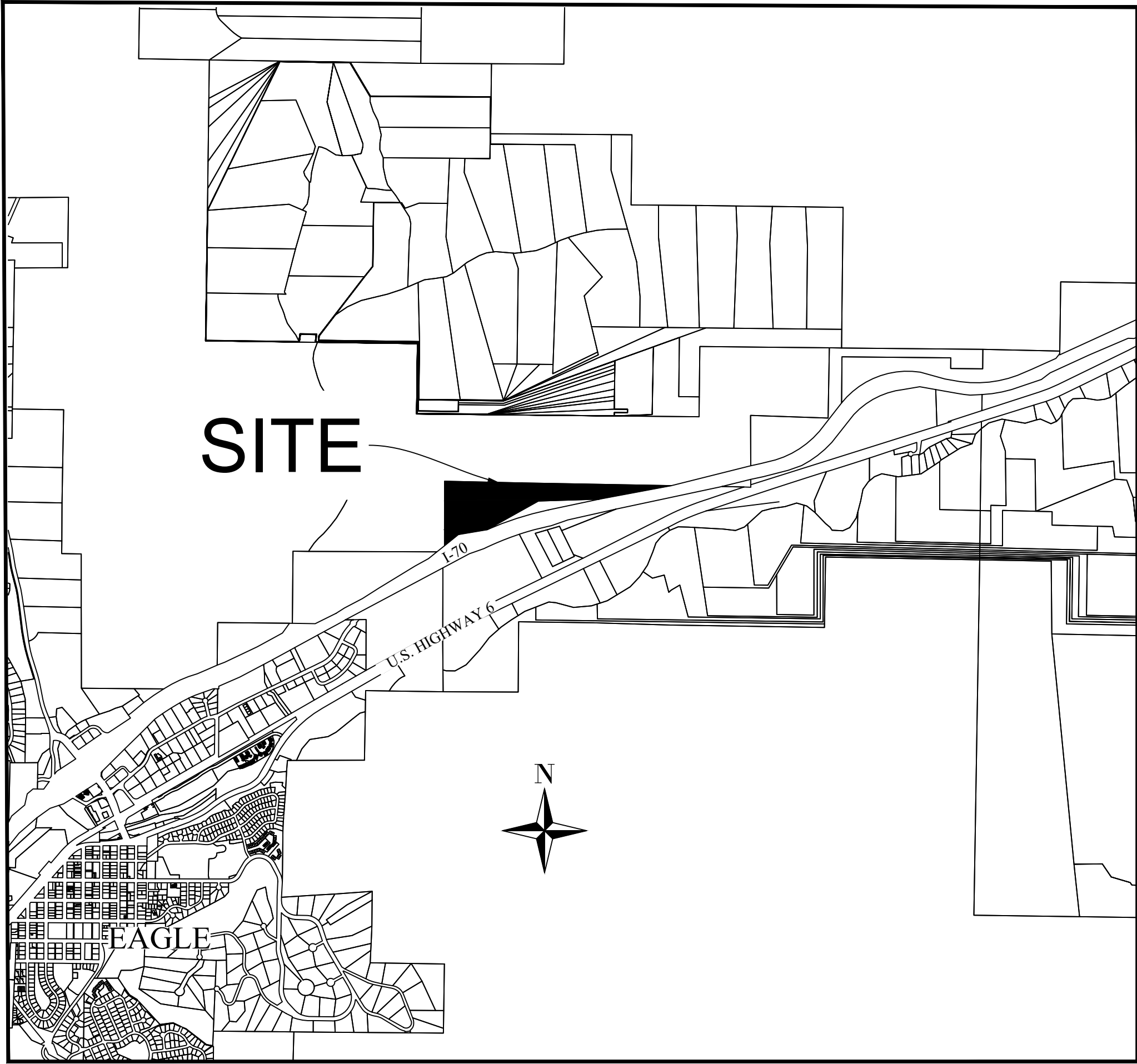
WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

ANNEXATION PLAT
EAGLE MEADOWS NO. 2
ANNEXATION TO THE TOWN OF EAGLE
LOCATED IN TRACTS 58 AND 62 AND BEING A PART OF SECTION 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

VICINITY MAP



1 INCH = 2000 FEET

SURVEYOR'S CERTIFICATE

I, RY P. RUSK, A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE INFORMATION HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. A MINIMUM OF NO LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA AS SHOWN HEREON IS CONTIGUOUS WITH THE EXISTING BOUNDARIES OF THE TOWN OF EAGLE, COLORADO. I FURTHER CERTIFY THAT THE EXTERNAL BOUNDARIES OF THE PROPERTY SHOWN ON THIS PLAT HAVE BEEN MONUMENTED ON THE GROUND IN ACCORDANCE WITH SECTION 4-6-010(G) OF THE EAGLE MUNICIPAL CODE.

EXECUTED THIS _____ DAY OF _____, 2025.

RY. P. RUSK, PLS 38226
FOR AND ON BEHALF OF FORESIGHT WEST SURVEYING, INC.
1309 S. INCA STREET
DENVER, COLORADO 80223
(303)-503-4440

TITLE CERTIFICATE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AS AN AGENT OF LAND TITLE GUARANTY COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN THE PARCEL DESCRIBED HEREON, FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

EXECUTED THIS _____ DAY OF _____, 2025.

TITLE EXAMINER

GENERAL NOTES

- STATUTE OF LIMITATIONS DISCLOSURE REQUIRED PER 13-80-105, C.R.S.: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- PRESERVATION OF BOUNDARY MONUMENTATION: ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES:
A) ANY PUBLIC LAND SURVEY MONUMENT (DEFINED BY 38-53-103(18), C.R.S. AS ANY LAND BOUNDARY MONUMENT ESTABLISHED ON THE GROUND BY A CADASTRAL SURVEY OF THE UNITED STATES GOVERNMENT AND ANY MINERAL SURVEY MONUMENT ESTABLISHED BY A UNITED STATES MINERAL SURVEYOR AND MADE A PART OF THE UNITED STATES PUBLIC LAND RECORDS), OR
B) ANY LAND SURVEY CORNER (DEFINED BY 38-53-103(6), C.R.S. AS ANY LAND SURVEY CORNER THE POSITION OF WHICH CONTROLS THE LOCATION OF THE BOUNDARIES OF A TRACT OR PARCEL OF LAND), OR A RESTORATION OF ANY SUCH MONUMENT, EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR PUNISHABLE BY A FINE OF UP TO \$1,000 AND/OR 1 YEAR IN JAIL UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S. (REFERENCE: 18-4-508, C.R.S.)
- OIL, GAS, COAL, MINERAL, WATER, DITCH, RESERVOIR, GEOTHERMAL, AVIGATION, GRAZING OR OTHER RIGHTS, AS WELL AS DEVELOPMENT, ZONING, LEASE, FIRE DISTRICT OR OTHER RESTRICTIONS, BOTH RECORDED AND UNRECORDED, MAY AFFECT THIS PROPERTY AND NOT BE PLOTTABLE GRAPHICALLY HEREON.
- ALL USERS OF THIS SURVEY ARE HEREBY NOTIFIED THAT THIS SURVEY IN NO WAY CONSTITUTES A TITLE SEARCH BY FORESIGHT WEST SURVEYING INC. FOR DETERMINATION OF (A)RIGHT TO TITLE, (B)CHAIN OF TITLE/ABSTRACT, (C)THE HISTORICAL COMPATIBILITY OF ALL DESCRIPTIONS OF THIS PROPERTY WITH ALL DESCRIPTIONS OF ADJOINING PROPERTIES AND (D)EASEMENTS, RIGHTS-OF-WAY AND OTHER INSTRUMENTS OF RECORD THAT MAY IMPACT TITLE TO THIS PROPERTY. ADDITIONALLY, UNWRITTEN RIGHTS TO THIS PROPERTY MAY EXIST WHICH ARE UNKNOWN TO THIS FIRM.
- FOR ALL INFORMATION REGARDING RIGHT TO TITLE AND EASEMENTS, RIGHTS-OF-WAY OR OTHER TITLE BURDENS AFFECTING SUCH RIGHT TO TITLE TO THIS PROPERTY, FORESIGHT WEST SURVEYING INC. RELIED UPON TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AS AN AGENT FOR LAND TITLE GUARANTEE COMPANY, ORDER NUMBER V50070563, WITH AN EFFECTIVE DATE OF NOVEMBER 11, 2023.
- BEARINGS ARE BASED UPON THE NORTH LINE OF TRACT 62 BETWEEN CORNER NO.2, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" AND TRACT 62 CORNER NO. 1, THE SAME BEING CORNER NO. 2 OF TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", AND IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190
ASSUMED BEARINGS S89° 54' 19" E PER ABOVE
GRID BEARING - S88° 59' 57" E (COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 - CENTRAL ZONE) PER POST PROCESSED STATIC GNSS TIES TO NGS SHIELDS
- STATEMENT OF LINEAL UNITS REQUIRED PER 38-51-106(1)(L), C.R.S.: LINEAL UNIT OF MEASURE USED IN THIS SURVEY IS U.S. SURVEY FOOT.
- ALL FOUND AND SET MONUMENTS ARE FAIRLY CLOSE TO GROUND SURFACE UNLESS NOTED OTHERWISE.
- ANY MONUMENTS SHOWN HEREON THAT ARE NOT DIMENSIONED TO THE BOUNDARY RETRACED IN THIS SURVEY WERE NOT USED AS CONTROL CORNERS AND ARE SHOWN ONLY AS A COURTESY TO OTHER SURVEYORS.
- THE BOUNDARY LINES SHOWN ON THIS SURVEY REPRESENT A PROFESSIONAL OPINION BY THIS SURVEYOR AS TO WHERE THE BOUNDARY LINES HEREBY RETRACED WERE ORIGINALLY LAID OUT ON THE GROUND AND SUBSEQUENTLY ACCEPTED BY THE AFFECTED LAND OWNERS. THE DISCOVERY OF ADDITIONAL EVIDENCE MAY RESULT IN A DIFFERENT OPINION.
- MEASURED DIMENSIONS SHOWN HEREON REFLECT THE RESULTS OF A LEAST SQUARES ADJUSTMENT OF THE FIELD MEASUREMENTS.
- MEASURED VALUES SHOWN HEREON REFLECT THE FIELD MEASUREMENTS BETWEEN MONUMENTS FOUND OR SET AS OBSERVED DURING THIS SURVEY. MONUMENTS SET BY OTHERS REPRESENT A GOOD-FAITH EFFORT TO MARK PREVIOUSLY CREATED TITLE LINES ON THE GROUND. NO TITLE GAPS OR OVERLAPS ARE CREATED BY MINOR DISCREPANCIES IN THE PLACEMENT AND REPLACEMENT OF THOSE MONUMENTS, DUE TO THE IMPERFECT SCIENCE OF MEASUREMENT, AND DO NOT ALTER THE TITLE LINES OR CHANGE OWNERSHIP RIGHTS. THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL PRECISION FOR AN ALTA/NSPS LAND TITLE SURVEY IS 2 CM (0.07 FEET) PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED).
- FIELDWORK WAS COMPLETED JANUARY 25, 2025
- THE DESCRIBED PARCEL OF LAND HAS A PERIMETER OF 9835.20 FEET, OF WHICH 3397.40 FEET (34.54%) IS CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE TOWN OF EAGLE.

TOWN COUNCIL CERTIFICATE

THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, BY RESOLUTION NUMBER _____, DULY ADOPTED ON THE _____ DAY OF _____, 2025, FOUND AND DETERMINED THAT ANNEXATION OF THE PROPERTY DESIGNATED HEREIN COMPLIES WITH THE REQUIREMENTS CONTAINED IN ARTICLE 12, TITLE 31, C.R.S., AS AMENDED, AND THAT SAID PROPERTY IS ELIGIBLE FOR ANNEXATION TO THE TOWN OF EAGLE.

THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, BY ORDINANCE NUMBER _____, DULY ADOPTED ON THE _____ DAY OF _____, 2025, DID ANNEX THE PROPERTY HEREIN DESCRIBED TO THE TOWN OF EAGLE, COLORADO.

SCOTT TURNPISEED - MAYOR

ATTEST:

TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER AT _____ O'CLOCK ____M., ON THIS _____ DAY OF _____, 2025, AND IS DULY RECORDED AS RECEPTION NO. _____.

EAGLE COUNTY CLERK AND RECORDER

REGINA O'BRIEN

BY: _____
DEPUTY

REV:0	11.15.23	Job No.: 2022140
REV:1	09.06.24	
REV:2	02.03.25	
FIELDWORK BY:RUSK		
FIELDWORK:DEC. 2022 & JUNE 2023, JAN. 2025		
DRAFTING BY: RUSK		
REVIEW BY: SCOTT		
		EWS FORESIGHT WEST SURVEYING INC.
		1309 S. Inca Street Denver, Colorado 80223 303.504.4440
		Scaled for 24" x 36"
		Sheet: 1 of 4

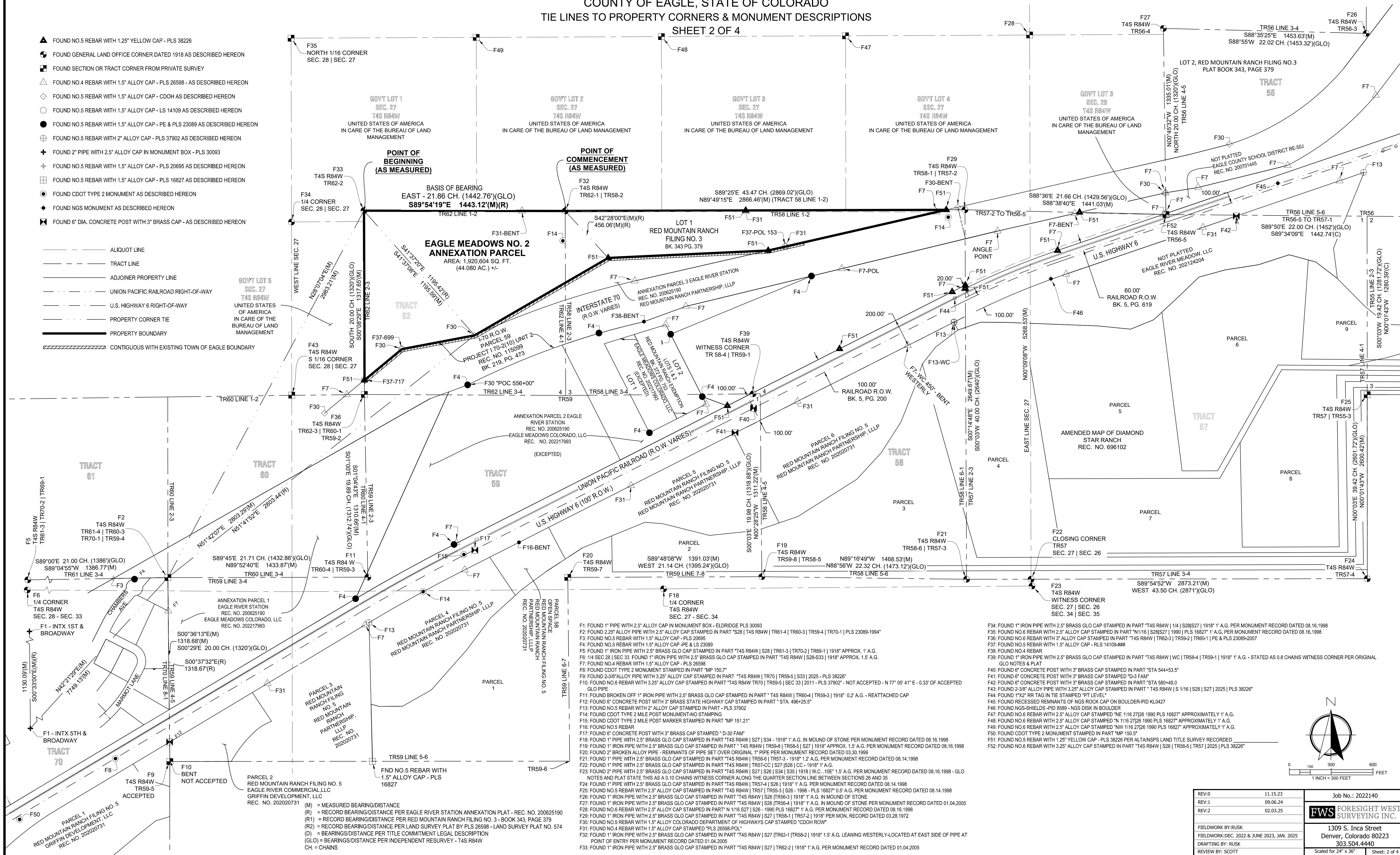
ANNEXATION PLAT
EAGLE MEADOWS NO. 2

LOCATED IN TRACTS 58 AND 62 AND BEING A PART OF SECTION 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN

COUNTY OF EAGLE, STATE OF COLORADO

TIE LINES TO PROPERTY CORNERS & MONUMENT DESCRIPTIONS:

SHEET 2 OF 4



REV:0	11.15.23
REV:1	09.06.24
REV:2	02.03.25
FIELDWORK BY:RUSK	
FIELDWORK:DEC. 2022 & JUNE 2023, JAN	
DRAFTING BY: RUSK	
REVIEW BY: SCOTT	

Job No.: 2022140

FWS FORESIGHT WEST
SURVEYING INC.

1309 S. Inca Street
Denver, Colorado 80223
303.504.4440

Scaled for 24" x 36"

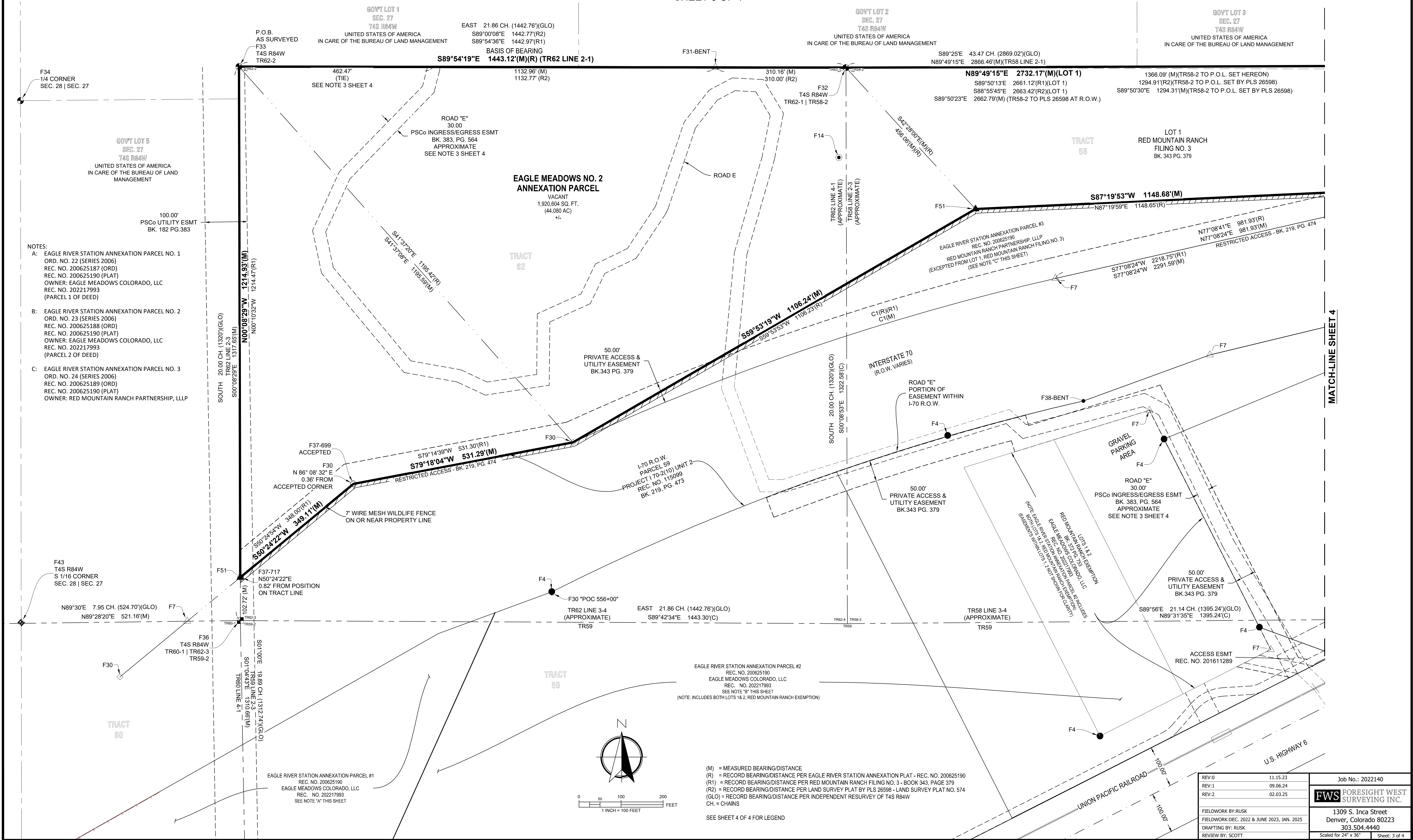
Sheet: 2 of 4

ANNEXATION PLAT
EAGLE MEADOWS NO. 2
ANNEXATION TO THE TOWN OF EAGLE

LOCATED IN TRACTS 58 AND 62 AND BEING A PART OF SECTION 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

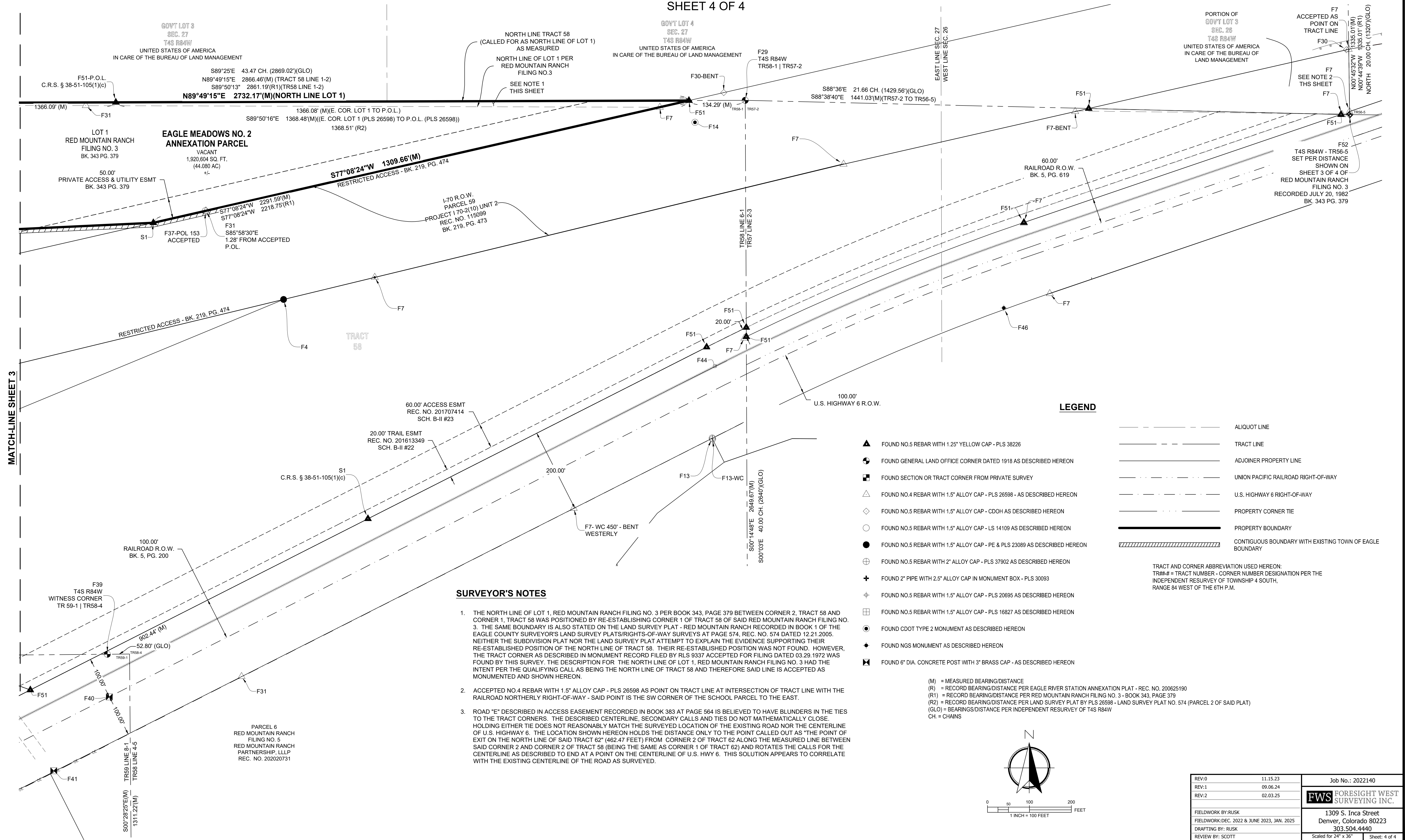
SHEET 3 OF 4

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH. BEARING	CH. LENGTH
C1(M)	5879.57'	1213.70'	011°49'39"	S71°13'35"W	1211.55'
C1(R)(R1)	5879.57'	1213.70'	011°49'39"	S71°13'56"W	1211.55'



LOCATED IN TRACTS 58 AND 62 AND BEING A PART OF SECTION 27,
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF EAGLE, STATE OF COLORADO

SHEET 4 OF 4



TOWN OF EAGLE, COLORADO
RESOLUTION NO. 62
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ACCEPTING A PETITION FOR ANNEXATION OF TWO PARCELS OF LAND LOCATED
IN UNINCORPORATED EAGLE COUNTY AND SETTING A PUBLIC HEARING ON THE
ANNEXATION (EAGLE MEADOWS ANNEXATION NO. 1 AND NO. 2)

WHEREAS, on July 11, 2025, Red Mountain Ranch LLLP, owners of unincorporated territory comprising more than 50% of the area proposed for annexation pursuant to C.R.S. § 31-12-107, filed a petition for annexation (the "Petition") of certain unincorporated land to the Town, which land is more particularly described in Exhibit A attached to the Petition;

WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete and in substantial compliance with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and then, the Town Council will establish a date, time, and place for a public hearing to consider the annexation; and

WHEREAS the Town Council, at its regular meeting on September 23, 2025, reviewed the Petition and various documents submitted in support of the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the petition requirements set forth under the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*

Section 2. A public hearing is scheduled for Tuesday, October 28, 2025, at 6:00 p.m., at the Eagle Town Hall, 200 Broadway, Eagle, Colorado to determine if the proposed annexation complies with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and Article II, § 30 of the Colorado Constitution, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the Town, any resident of a municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Eagle County may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 23, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk

Exhibit A:

Legal Description Eagle Meadows NO.1

A PARCEL OF LAND IN TRACTS 57, 58, AND 59, SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE INDEPENDENT RESURVEY OF SAID TOWNSHIP AND RANGE AS APPROVED BY THE U.S. SURVEYOR GENERAL IN DENVER, COLORADO ON JUNE 20, 1922. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 57 AND THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD FROM WHICH CORNER NO. 5 OF TRACT 56 OF SAID SECTION 26 BEARS S. 89°20'39" E. 77.52 FEET DISTANT; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE COURSES:

- 1) S. 71°10'11" W. 745.46 FEET
- 2) 824.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5877.66 FEET, THE CHORD OF WHICH BEARS S. 67°05'44" W. 823.76 FEET
- 3) S. 63°07'52" W. 2657.12 FEET

THENCE N. 26°52'08" W. 923.36 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. INTERSTATE HIGHWAY NO. 70; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR COURSES:

- 1) 611.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5579.60 FEET, THE CHORD OF WHICH BEARS N. 74°00'08" E. 610.97 FEET
- 2) N. 69°57'24" E. 319.80 FEET
- 3) N. 76°23' 39" E. 2300.20 FEET
- 4) N. 77°08'24" E. 565.86 FEET

TO A POINT ON THE NORTH LINE OF SAID TRACT 57, THENCE ALONG SAID NORTH LINE S. 89° 20'39" E. 576.93 FEET TO THE POINT OF BEGINNING, COUNTY OF EAGLE, STATE OF COLORADO.

EXCEPTING THEREFROM THE FOLLOWING:

LOTS 1 AND 2, RED MOUNTAIN RANCH EXEMPTION, ACCORDING TO THE PLAT RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753, COUNTY OF EAGLE, STATE OF COLORADO AND EAGLE RIVER STATION ANNEXATION PARCEL #2, ACCORDING TO THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.

AS SURVEYED:

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND RECORDED

FEBRUARY 8, 1984 IN BOOK 344 AT PAGE 088 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 57, 58 AND 59 LOCATED WITHIN SECTIONS 26 AND 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO. 91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 1 OF TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", WHENCE CORNER NO. 2 OF SAID TRACT 62, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918", IS ASSUMED TO BEAR NORTH 89° 54' 19" WEST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE SOUTH 75° 13' 25" EAST, A DISTANCE OF 1826.30 FEET TO THE MOST NORTHEASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 2, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 23 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625188, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 2 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473 AND BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. NORTH 76° 25' 05" EAST, A DISTANCE OF 1373.21 FEET;
2. THENCE NORTH 77° 11' 16" EAST, A DISTANCE OF 599.35 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 57, SAID POINT BEING SOUTH 88° 38' 40" EAST, A DISTANCE OF 818.92 FEET FROM CORNER NO. 2 OF SAID TRACT 57,

ALSO BEING CORNER NO. 1 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP FLUSH WITH THE GROUND STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE OF TRACT 57, SOUTH 88° 38' 40" EAST, A DISTANCE OF 601.53 FEET TO A POINT ON THE NORTHERLY LINE OF A 60.00 FEET WIDE UNION PACIFIC RAILROAD (FORMERLY THE DENVER & RIO GRANDE WESTERN RAILROAD) RIGHT-OF-WAY AS RECORDED IN BOOK 5 AT PAGE 619, SAID POINT BEING 30.00 FEET AS MEASURED PERPENDICULARLY FROM THE CENTER-LINE OF EXISTING TRACKS, SAID POINT ALSO BEING NORTH 88° 38' 40" WEST, A DISTANCE OF 20.57 FEET FROM CORNER NO. 5 OF TRACT 56 OF SAID SUPPLEMENTAL PLAT AND BEING MONUMENTED BY A SET 30" NO.6 REBAR WITH A 3.25" ALLOY CAP STAMPED "T4S R84W - S26 - TR57 | TR56-5 - 2025 - PLS 38226";

THENCE DEPARTING SAID NORTH LINE OF TRACT 57, AND CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 71° 11' 15" WEST A DISTANCE OF 791.51 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5860.00 FEET, AN ARC LENGTH OF 723.14 FEET, A DELTA ANGLE OF 7° 04' 14", AND WHOSE CHORD BEARS SOUTH 67° 39' 08" WEST, A DISTANCE OF 722.68 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 57 BETWEEN CORNER NO. 3, ALSO BEING CORNER NO. 6 OF SAID TRACT 58 AND BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR57-3 | TR58-6 - 1918" AND SAID CORNER NO. 2 OF TRACT 57, ALSO BEING CORNER NO. 1 OF TRACT 58, WITH THE LINE BETWEEN BEARING NORTH 00° 14' 48" WEST, A DISTANCE OF 2649.70 FEET, SAID LINE ALSO SHOWN AS A CHANGE OF OWNERSHIP ON SAID RAILROAD VALUATION MAP AND ALSO A CHANGE OF RIGHT-OF-WAY WIDTH FROM 60.00 FEET EAST OF SAID TRACT LINE TO 100.00 FEET WEST OF SAID TRACT LINE;
3. THENCE ALONG SAID WEST LINE OF TRACT 57, NORTH 00° 14' 48" WEST, A DISTANCE OF 22.18 FEET TO A POINT OF NON-TANGENT CURVATURE;
4. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5880.00 FEET, AN ARC LENGTH OF 112.47 FEET, A DELTA ANGLE OF 1° 05' 45" AND WHOSE CHORD BEARS SOUTH 63° 39' 45" WEST, A DISTANCE OF 112.47 FEET;
5. THENCE SOUTH 63° 06' 52" WEST, A DISTANCE OF 1800.47 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID EAGLE RIVER STATION ANNEXATION PARCEL NO. 2

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING ALONG THE EAST LINE OF SAID EAGLE RIVER STATION ANNEXATION PARCEL

NO. 2, THE FOLLOWING THREE (3) COURSES:

1. NORTH 69° 55' 44" WEST, A DISTANCE OF 190.53 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY LINE OF LOT 2, PLAT OF RED MOUNTAIN RANCH EXEMPTION, COUNTY OF EAGLE, STATE OF COLORADO, AS RECORDED NOVEMBER 14, 1983 IN BOOK 372 AT PAGE 753;
2. THENCE ALONG SAID EAST LINE, NORTH 26° 52' 08" WEST, A DISTANCE OF 501.89 FEET;
3. THENCE NORTH 67° 31' 26" EAST, A DISTANCE OF 1092.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,384,961 SQUARE FEET, OR 31.793 ACRES, MORE OR LESS. ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.

HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME AS SHOWN HEREON AND DESIGNATED THE SAME AS EAGLE MEADOWS NO. 1 ANNEXATION TO THE TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO.

Legal Description Eagle Meadows NO. 2

LOT 1, RED MOUNTAIN RANCH FILING NO. 3, ACCORDING TO THE PLAT RECORDED JULY 26, 1982 IN BOOK 343 AT PAGE 379, COUNTY OF EAGLE, STATE OF COLORADO

EXCEPTING THEREFROM THAT PORTION KNOWN AS EAGLE RIVER STATION ANNEXATION PARCEL #3 AS SHOWN ON THE ANNEXATION PLAT OF EAGLE RIVER STATION RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, COUNTY OF EAGLE, STATE OF COLORADO.

AS SURVEYED:

A PARCEL OF LAND BEING A PORTION OF LOT 1, RED MOUNTAIN RANCH FILING NO. 3 RECORDED JULY 20, 1982 IN BOOK 343 AT PAGE 379 OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, ALSO BEING A PORTION OF TRACTS 58 AND 62 LOCATED WITHIN SECTION 27, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE SUPPLEMENTAL PLAT OF THE INDEPENDENT RESURVEY THEREOF APPROVED IN THE U.S. SURVEYOR GENERAL'S OFFICE, JUNE 20, 1922 AND ACCEPTED JUNE 6, 1923, SAID SUPPLEMENTAL PLAT ALSO RECORDED SEPTEMBER 30, 1958 AT RECEPTION NO.195800136 (FILM NO.

91667) OF THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE, EAGLE, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 2 OF SAID TRACT 62, THE SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" GENERAL LAND OFFICE BRASS CAP APPROXIMATELY 1.5 FEET ABOVE GRADE IN A MOUND OF STONE STAMPED "T4S R84W - S27 | TR62-2 1918" WHENCE CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58, BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP APPROXIMATELY 2 FEET ABOVE GRADE STAMPED "T4S R84W - S27 - TR62-1 | TR58-2 - 1918", IS ASSUMED TO BEAR SOUTH 89° 54' 19" EAST PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SAID TRACT 62, THE SAME BEING THE NORTH LINE OF SAID LOT 1, SOUTH 89° 54' 19" EAST, A DISTANCE OF 1443.12 FEET TO CORNER NO. 1 OF SAID TRACT 62 OF SAID SUPPLEMENTAL PLAT, THE SAME BEING CORNER NO. 2 OF SAID TRACT 58;

THENCE ALONG THE NORTH LINE OF SAID TRACT 58, NORTH 89° 49' 15" EAST, A DISTANCE OF 2732.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70 AS DESCRIBED AS TRACT OR PARCEL OF LAND NO. 59 OF THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, PROJECT NO. I 70-2(10) UNIT 2 AND RECORDED JANUARY 8, 1971 IN BOOK 219 AT PAGE 473, SAID POINT BEING SOUTH 89° 49' 15" WEST, A DISTANCE OF 134.29 FEET FROM CORNER 1 OF SAID TRACT 58 BEING MONUMENTED BY A FOUND 1" STEEL PIPE WITH A 2.5" BRASS GENERAL LAND OFFICE CAP FLUSH WITH GRADE STAMPED "T4S R84W - S27 - TR58-1 | TR57-2 - 1918";

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 77° 08' 24" WEST, A DISTANCE OF 1309.66 FEET TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND REFERRED TO AS EAGLE RIVER STATION NO. 3, ANNEXATION TO THE TOWN OF EAGLE, COLORADO PER THE TOWN OF EAGLE ORDINANCE NO. 24 (SERIES 2006) RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625189, SAID PARCEL ALSO REFERRED TO AS EAGLE RIVER STATION ANNEXATION PARCEL NO. 3 PER THE ANNEXATION PLAT OF EAGLE RIVER STATION TO THE TOWN OF EAGLE, COLORADO, RECORDED SEPTEMBER 15, 2006 UNDER RECEPTION NO. 200625190;

THENCE ALONG THE NORTH LINE OF SAID EAGLE RIVER STATION NO. 3 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 87° 19' 53" WEST, A DISTANCE OF 1148.68 FEET;
2. THENCE SOUTH 59° 53' 19" WEST, A DISTANCE OF 1106.24 FEET TO THE

MOST WESTERLY CORNER OF SAID EAGLE RIVER STATION NO. 3, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID INTERSTATE NO. 70;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 79° 18' 04" WEST, A DISTANCE OF 531.29 FEET;
2. SOUTH 50° 24' 22" WEST, A DISTANCE OF 349.11 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 62 BETWEEN CORNERS NO. 3 AND 2, SAID POINT BEING NORTH 00° 08' 29" WEST, A DISTANCE OF 102.72 FEET FROM CORNER 3 OF SAID TRACT 62 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3.25" ALLOY CAP STAMPED "T4S R84W - TR62-3|TR60-1|TR59-2 - 2007 - PE & PLS 23089;

THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.

ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN. THENCE ALONG SAID WEST LINE, NORTH 00° 08' 29" WEST, A DISTANCE OF 1214.93 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,920,604 SQUARE FEET, OR 44.080 ACRES, MORE OR LESS.

ALL REFERENCES TO RECEPTION NO.'S, BOOK AND PAGE AND FILM ARE RECORDED IN THE OFFICIAL RECORDS OF THE EAGLE COUNTY CLERK AND RECORDER'S OFFICE IN EAGLE, COLORADO UNLESS OTHERWISE NOTED HEREIN.



To: Mayor and Town Council

From: Larry Pardee, Town Manager
Jill Kane, Accounting Manager

Date: September 23, 2025

Agenda Item: Resolution 64, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado, Allocating Fifty Percent (50%) of the Proceeds from the Haymeadow PUD Real Estate Transfer Assessment to the Town's Open Space Fund"

REQUEST: Consideration of Resolution No. 64, allocating 50% of the Haymeadow PUD Real Estate Transfer Assessment (RETA) proceeds to the Town's Open Space Fund from the General Fund.

INTRODUCTION: In 2014, the Town entered into an Annexation and Development Agreement (ADA) with Abrika Properties LLC for the Haymeadow PUD. The ADA established a 0.6% RETA to be paid to the Town upon the sale of properties within the PUD. Under the ADA, RETA revenues may be used for any purpose at the sole discretion of Town Council.

Currently, all RETA proceeds are deposited into the Town's General Fund. Each year, the Town transfers approximately \$150,000 from the General Fund to the Open Space Fund as part of the budget process. Council has requested a resolution that would redirect 50% of the Haymeadow RETA revenues to the Open Space Fund for consideration.

ANALYSIS:

Revenue Trends: Haymeadow RETA proceeds have increased and are expected to grow as buildout continues. To date, the Town has collected \$283,328:

- 2023: \$36,936
- 2024: \$69,557
- 2025: \$176,835 (year-to-date)

Implications of Resolution No. 64

- Redirecting RETA revenues reduces available General Fund resources, which support essential services such as streets, police, buildings and grounds, community development, and administration.
- The General Fund has already faced significant reductions: in 2025, staff cut \$656,783 from department budgets and \$552,500 from interfund transfers. In 2026, the general fund maintains a flat departmental budget except for increased contracts and personnel increases.
- Although we made many reductions across all funds in 2025, most significantly, the Streets resurfacing budget was reduced by \$271,750 in 2025 (from \$771,750 to \$500,000), leaving the Town below its pavement management program target for both 2025 and 2026. The 2026 funding remains at \$500,000 versus our \$810,337 target.

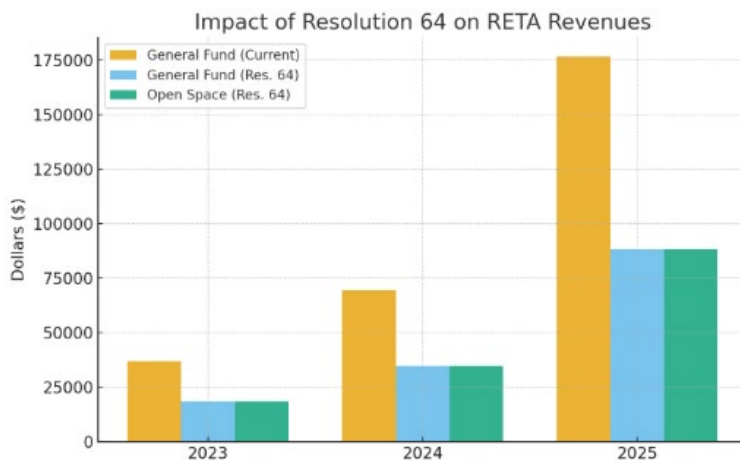
- Splitting the Haymeadow RETA revenue would add accounting complexity. Currently, the three RETAs the Town may collect all go directly to the General Fund, for spending at the Town's discretion, providing consistency, simplicity, and flexibility.

Staff values and acknowledges the importance of the Town's Open Space program, but notes that the General Fund is facing increasing pressure as we have added many ongoing expenditures within the last several years, and now expect declines in tobacco tax revenues due to the recent flavor ban.

COMMUNITY INPUT: No direct input has been received. Staff anticipates support for Open Space funding but also notes residents' recurring concerns about street conditions, snow removal, and other General Fund services.

BUDGET / STAFF IMPACT:

- The graph below shows the General Fund's share decreasing as funds are reallocated to the proposed split between the General Fund and Open Space Fund (e.g., \$88,417.50 year-to-date in 2025).



- Staff and Council will lose flexibility during the budget process, which may exacerbate existing cuts to streets, public safety, and other General Fund programs.
- If Council proceeds with the resolution, staff recommends offsetting by reducing the existing \$150,000 annual transfer to the Open Space Fund by the amount of RETA revenues received.

STAFF RECOMMENDATION: Staff respectfully suggest that Resolution No. 64 not be adopted at this time. Instead, staff recommend continuing the established practice of depositing all RETA proceeds into the General Fund, with the option of considering annual transfers to the Open Space Fund during the regular budget process.

Should Council choose to approve the Resolution, staff recommend reducing the annual transfer to the Open Space Fund by the amount of RETA revenue received directly into that fund.

STRATEGIC PLAN ALIGNMENT: This resolution supports the major objective of *focusing on Recreation, Events, and Open Space* by identifying a sustainable revenue source for open space. However, it reallocates funds from the General Fund, improving the Open Space Fund's position while weakening the General Fund. As a result, it does not fully align with the major objective of *enhancing the economic resiliency of Town government*.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Resolution 64, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado, Allocating Fifty Percent (50%) of the Proceeds from the Haymeadow PUD Real Estate Transfer Assessment to the Town's Open Space Fund"

ATTACHMENTS:

1. Resolution 64, 2025

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 64
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, ALLOCATING FIFTY PERCENT (50%) OF THE PROCEEDS FROM THE HAYMEADOW PUD REAL ESTATE TRANSFER ASSESSMENT TO THE TOWN'S OPEN SPACE FUND

WHEREAS, the Town of Eagle ("Eagle" or the "Town") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Eagle Home Rule Charter (the "Charter"); and

WHEREAS, in 2014, the Town and Abrika Properties LLC entered an Agreement Relating to the Annexation and Development of Property, as amended (the "ADA"), for the development of the Haymeadow PUD; and

WHEREAS, the ADA requires payment of a Real Estate Transfer Assessment (RETA) to the Town for each qualified transfer, in accordance with the Declaration of Real Estate Transfer Covenant recorded at Reception No. 201907562 in the Eagle County public records; and

WHEREAS, pursuant to Section 24 of the ADA, the RETA proceeds "may be used for such purposes as solely determined by Town Council"; and

WHEREAS, the Town Council desires to allocate fifty percent (50%) of the RETA proceeds to the Town's Open Space Fund; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, THAT:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Resolution. Fifty percent (50%) of the Haymeadow PUD RETA proceeds shall be allocated to the Town's Open Space Fund.

INTRODUCED, READ, PASSED AND ADOPTED ON SEPTEMBER 23, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk



To: Mayor and Town Council
From: Camille Deering, Town Clerk
Date: September 23, 2025

Agenda Item: Your Father's Office LLC dba Second Street Tavern Tobacco License Application Review

REQUEST: To APPROVE or DENY the tobacco license application for Your Father's Office LLC dba Second Street Tavern.

BACKGROUND: On December 10, 2019, the Town Council passed Ordinance 24, Series 2019, adding Chapter 5.16 to the Eagle Municipal Code outlining licensing procedures for retail tobacco businesses. Town Council serves as the Retail Tobacco Business Licensing Authority (the "Authority") and shall be assisted by the Town Attorney, Chief of Police, the Town Clerk and any other personnel designated by the Town Manager. Applicants are asked to appear at a public meeting within 30 days of the completed application for a review by the Authority. Applications are approved based on the following criteria:

- All applicable requirements of Chapter 5.16 have been satisfied;
- The premises on which the business will be located is compliant with all current zoning and building regulations;
- All required fees have been paid by the applicant;
- The applicant has obtained a State sales tax license, a town sales tax license, and paid applicable general occupation taxes pursuant to chapter 5.02;

ANALYSIS: Your Father's Office LLC submitted the application on August 26, 2025 and currently meets all requirements for the license to be approved. Their location currently has no building or zoning violations that would prevent them from selling tobacco, their business license is current, they are up-to-date on all taxes owed, and nothing restrictive was found by Eagle Police Department.

COMMUNITY INPUT: No community input is required for the approval of a tobacco license application.

BUDGET / STAFF IMPACT: Approval of the tobacco license will result in additional tobacco tax and licensing revenue. Since July 1, 2020, the Town of Eagle has collected additional taxes on tobacco products. Cigarettes are taxed at 20 cents per cigarette, \$4 per pack of 20 and \$5 per pack of 25, and 40% on tobacco products. Businesses that hold a tobacco license also pay a yearly \$250 renewal fee.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION: Staff recommends the tobacco license application for Your Father's Office LLC to be approved.

Proposed Motion: Motion to APPROVE the tobacco license application for Your Father's Office LLC.

ATTACHMENTS:

1. 2ND STREET TOBACCO APPLICATION

Town of Eagle, Colorado

Application for Tobacco Retailer License



Annual Fee: \$250.00

Legal Name (Corporation, LLC, Partnership):

Your Fathers Office LLC

Trade or Business Name (if different from Legal Name):

Second Street Tavern or 2nd Street Tavern

Applicant's Colorado Tax ID Number:

95447712

Federal Employer ID Number:

920403605

On-Site Business Manager's Name:

Brian Kunkel

Business Phone #:

9704711288

Business Email Address:

brian@2ndstreeteagle.com

Business Physical Address:

127 Second Street

Mailing Address:

PO Box 4494 Eagle Co 81631

Please answer the following questions with a "Yes" or "No" response:

1. Does the applicant understand that a Licensee cannot legally sell tobacco products in the Town of Eagle without first obtaining a Tobacco Retailer License from both the Town of Eagle and the State of Colorado?

☒ Yes ☐ No

2. Does the applicant understand that a Tobacco Retailer License if approved must be renewed annually?

☒ Yes ☐ No

3. Does the applicant understand that a licensed business in violation of sections 5.16 of the municipal code may be fined and the tobacco retailer license may be suspended or revoked?

☐Yes ☐No

4. Does the applicant understand that a Licensee has the responsibility to instruct his or her employees that selling tobacco products to a minor is against the law?

☐Yes ☐No

5. Does the applicant understand that actions of a Licensee's employees may cause a Licensed Business to be fined, suspended, or revoked due to a violation under the laws of the Town of Eagle, the State of Colorado, or the United States?

☐Yes ☐No

6. Does the applicant understand that the legal age to purchase tobacco in Eagle is 21?

☐Yes ☐No

7. Does the applicant understand that a licensed business will be subject to inspection for compliance within chapter 5.16 of the municipal code and may involve compliance checks by the Town of Eagle police department to ensure that the licensed business is not selling tobacco to minors?

☐Yes ☐No

8. Does the applicant understand that in addition to the regular municipal sales tax , the applicant shall collect and pay a special sales tax on the sale of cigarettes, tobacco products and nicotine products at the rate of 20 cents per cigarette sold or \$4.00 per pack of 20 cigarettes sold and 40 percent on the price paid for the purchase of all other tobacco products and nicotine products in accordance with sections 3.04 of the municipal code?

☐Yes ☐No

Municipal Code Links:

[Section 9.15.064. - Tobacco products and underage persons.](#)

[CHAPTER 5.16. - RETAIL TOBACCO BUSINESSES](#)

[CHAPTER 3.04. - SALES TAX](#)

READ CAREFULLY BEFORE SIGNING: I state under penalty of perjury in the second degree, as defined in 18-8-503, Colorado Revised Statutes, that the information contained above is true and correct to the best of my knowledge. I understand that providing false information is grounds for denial, suspension, or revocation of a license. Any person or entity who knowingly violates any provision of Eagle Municipal Code Chapter [5.16](#) or [9.15.064](#) or knowingly fails to perform an act by any provision of this Chapter, commits a Class A municipal offense.

Any lack of access to any portion of a licensed premise during inspection will be deemed a refusal to permit inspection. Such refusal is grounds for revocation of this license.

Signature of Officer

Printed Name of Officer

(Corporation/Member/Manager of
LLC/Partner/Individual)

B. Kunkel

(Corporation/Member/Manager of
LLC/Partner/Individual)

Brian Kunkel

Date

Tue Aug 26 2025 00:00:00 GMT-0600 (Mountain D

Total amount due today for your annual license fee:

\$	250.00
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