



Town Council
Tuesday, August 11, 2026
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 meeting

Join: <https://teams.microsoft.com/meet/25417341734348?p=i8BP4pKHGiaTmKL9to>

Meeting ID: 254 173 417 343 48

Passcode: DP7oD7dD

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 469-770-0416,,832000472#](#) United States, Kaufman

[Find a local number](#)

Phone conference ID: 832 000 472#

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

CALL TO ORDER - 6:00 PM

ROLL CALL

CONFLICT OF INTEREST DISCLOSURE

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 - 6:15 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. Beyond Lawn, Eagle County Conservation District
2. Energy Rebate Update

CONSENT AGENDA - 6:35 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
2. Bill Schedule

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

1. Town Manager Update
2. Department Update

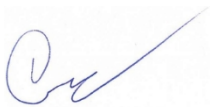
BUSINESS ITEMS - 6:45 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Ordinance 13, Series 2026 - An Ordinance of the Town Council of the Town of Eagle, Colorado, Miscellaneous Amendments to Title 4, Specifically Chapters 17 and 20 (Variances) of the Eagle Land Use and Development Code Related to Development Standards and Processes
2. Ordinance 14, Series 2026 - An Ordinance of the Town of Eagle, Colorado Authorizing the Purchase of Real Property Located at 215 Capitol Street in Eagle, Colorado, Approving the Buy and Sell Agreement for the Property and Authorizing the Town Manager to Sign Documents on Behalf of the Town that are Necessary to Consummate the Purchase of the Property

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:20 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

ADJOURN - 7:30 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 County Conservation District

P.O. Box 360
Eagle, CO 81631
(970) 236-6215
Conservation@ECCDistrict.org

July 30, 2025

Town of Eagle

200 Broadway Street
Eagle, CO 81631

RE: Funding Request for the 2027 Beyond Lawn Program

Dear Mayor and Town Council Members,

On behalf of the Eagle County Conservation District (ECCD), I respectfully submit this request for \$10,000 in funding support from the Town of Eagle to assist with implementation of the *Beyond Lawn* program in 2027. These funds would directly support local landowners within the Town of Eagle through rebates that incentivize water conservation and sustainable landscaping practices. The requested funding will be used to continue these core rebate initiatives:

Rebate Item	Qualifying Actions include but are not limited to:	Amount	Limit
Irrigation Efficiency	Purchase and replace old controller with Smart Watersense Irrigation Controller	\$250	1 per property
	Purchase and Install Flow Sensor	\$250	1 per property
	Convert an existing spray zone to drip irrigation.	\$250 / zone	Up to 2 zones/year
	Replace existing spray heads in a turf zone with high-efficiency MP rotary nozzles.	\$100 / zone	5 zones*
Turf Replacement	Remove a minimum of 250 sq ft of irrigated turf and replace with water-wise plants.	\$500 flat	1 per property/year
Stormwater Retention	Install a feature that captures and infiltrates stormwater runoff on-site.	\$250	Up to 2 per property/year
Revegetation	Reseeding or planting to revegetate degraded areas.	\$250	Up to 1 per property per year

(\$500 Combined Maximum Rebate Amount Per Household, Per Year)

With increasing water scarcity across the Eagle River Valley, local efforts to reduce outdoor water demand are critical. The Beyond Lawn program provides landowners with Landscape and Irrigation Evaluations that provide tools and resources to transform their landscapes into waterwise, biodiverse and resilient spaces. In 2027, ECCD is expanding its technical assistance offerings to better support project design, irrigation analysis, and implementation planning. However, without local financial incentives, funding projects, especially for turf removal and irrigation upgrades, remains a barrier for many Eagle residents.

The proposed funding is an opportunity for the Town of Eagle to directly invest in a community-led water conservation strategy by continuing to offer rebates that reduce the financial burden for residents while aligning with local and regional sustainability goals.

Use of Funds

Description	Estimated # of Projects	Budget Allocation
Rebates	20 Projects	\$10,000

Outcomes and Reporting

ECCD will:

- Track and report the number of participating landowners, square footage of turf removed, and irrigation upgrades completed.
- Provide an annual report and presentation to the Town of Eagle, including program impact data.
- Promote Town of Eagle's support in public-facing materials, events, and success stories.

We appreciate the Town's continued leadership in the preservation of natural resources and look forward to partnering again to create tangible solutions for Eagle residents to participate in water conservation efforts.

Sincerely,



Laura Bohannon
Executive Director
Eagle County Conservation District
Laura@ECCDistrict.org
(970) 236-6131



EAGLE COUNTY CONSERVATION DISTRICT

“Representing landowners and agricultural producers by providing tools, resources and support for their stewardship of land and natural resources.”

**LAURA BOHANNON | EXECUTIVE DIRECTOR
RYAN VLAAR | HORTICULTURE SPECIALIST
EAGLE COUNTY CONSERVATION DISTRICT**

Special District

Offer technical assistance

- Consultations
- Site visits & Land Management Plans
- Education & Outreach

Offer financial assistance

- Noxious Weed Cost Share
- Virtual Fencing Projects
- 50/50 Conservation Grant
- Beyond Lawn Program

Offer Grass & Wildflower Seed Mixes

Conduct research

- Monitor & track natural resource concerns

Advocate for local stewards

- Policy & legislation



Photo Credit:

EagleValleyWild.org
EagleValleyWild.org



Photo Credit:

EagleValleyWild.org



Photo Credit:



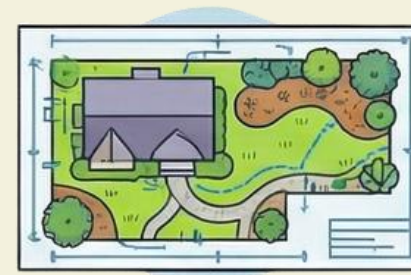
BEYOND LAWN

EAGLE RIVER VALLEY'S
RESOURCE FOR SUSTAINABLE,
RESILIENT LANDSCAPING



Mission & Objectives

Empowering communities to conserve water and enhance biodiversity through education, collaboration, and guidance toward fostering sustainable landscapes.



Providing Landscape & Irrigation Evaluations



Offering Financial Incentives for Upgrades



Establishing a Network of Professionals



Expanding Education



Building an HOA Grant Program

Broadening Community Outreach

Guiding Policy

Supporting Community Resiliency

Core Natural Resource Concerns Addressed:

- **Water quantity & conservation**
 - 80% of outdoor water use is lost from the watershed through evaporation
 - Irrigation reduction and efficiency represent the best opportunities to keep waterways healthy and flowing
- **Wildfire-resilient landscaping & fire-aware communities**
- **Biodiversity enhancement and ecosystem connectivity**



Beyond Lawn 2026

Historic drought in 2026 drove unprecedented program demand

- Growing waitlist for evaluations
 - Providing Beyond Lawn Office Hours
 - Working with contractors to provide partner evaluations
 - Workshops & educational opportunities
 - Expanding technical assistance for 2027

Started HOA Mini-Grant Program for HOA irrigation efficiency and landscape conversion projects

Existing rebate funding is expiring



Eagle's Beyond Lawn Participation

Community Engagement

- On-site evaluations are the most valued service per survey respondents (42.4%)
- 49% of all Beyond Lawn Evaluations to date have been in Eagle
- Eagle represents 36.5% of households on the waitlist
- 70% of community survey respondents from Eagle (n=178) agreed or strongly agreed that Beyond Lawn is important for Eagle toward achieving its sustainability goals

Rebates

- 23 Approved Turf Rebates totaling:
 - 48,237sqft of turf removed &
 - \$74,918 in turf replacement funds awarded
- 12 Approved Irrigation Efficiency Rebates totaling:
 - \$25,575 in irrigation efficiency rebates awarded
- Still compiling water savings data



2027 Rebates

Restructure of residential rebates for high-impact actions to reach more residents and encourage continued program participation.

- Maximum rebate of \$500 per household, per year
- First come, first served
- Four rebate categories, mix-and-match:
 - Irrigation Efficiency
 - Turf Conversion
 - Revegetation
 - Stormwater Retention

Every \$10,000 of rebate funds benefit 20+ residents

As before, participants must receive a low-cost evaluation to be eligible for rebate funds



2027 Rebates

\$500 Combined Maximum Rebate Amount Per Household, Per Year

Rebate Item	Qualifying Actions include but are not limited to:	Amount	Limit
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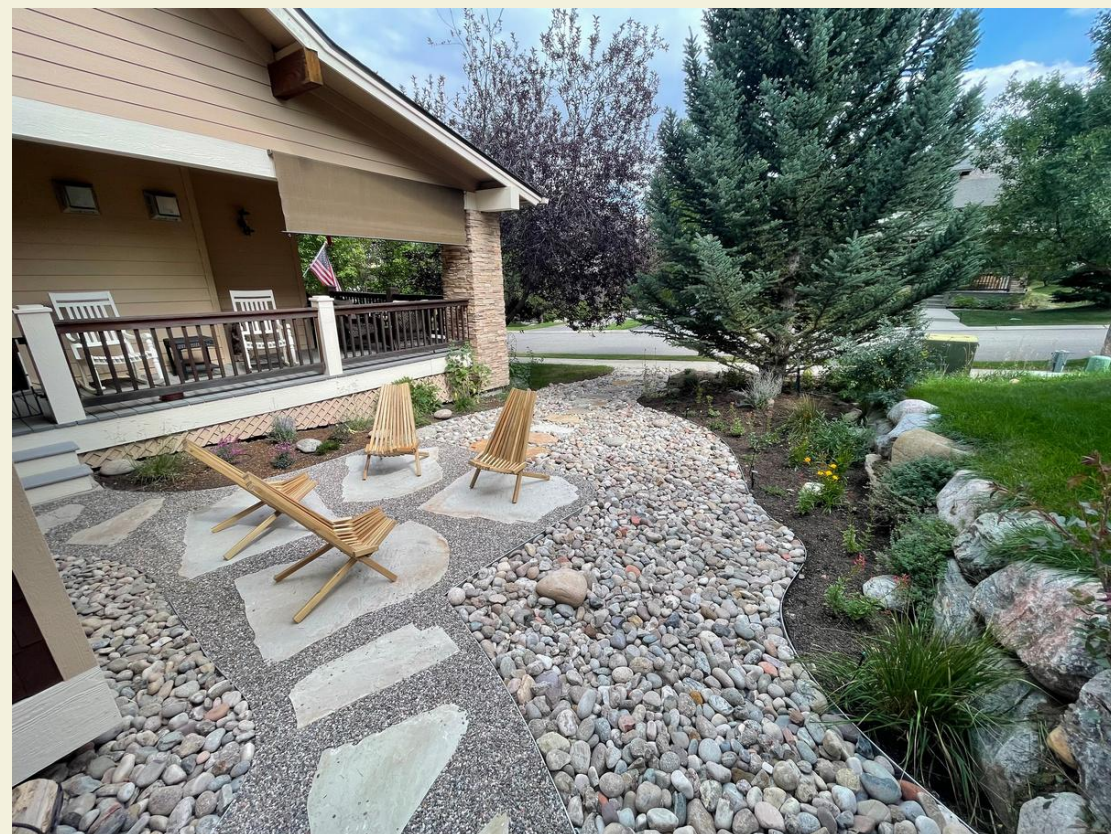
Funding Request

\$10,000 for rebates

Community benefits from increased resiliency

- Water conservation
- Wildfire defensibility
- Biodiversity enhancement

Questions?





EAGLE COUNTY CONSERVATION DISTRICT

Thank You!



(970) 236-1165
Beyondlawn.org
Beyondlawn@eccdistrict.org

(970) 236-6215
ECCDistrict.org
Conservation@eccdistrict.org



@Beyond.Lawn



MEETING MINUTES
Town Council
Tuesday, July 28, 2026
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

Mayor Woods called the meeting to order at 6:00 p.m.

ROLL CALL

COUNCIL MEMBERS PRESENT

Jamie Woodworth Foral, Bryan Woods, Gina
McCrackin, Scott Schreiner, Andrew Atkins, Casey
Glowacki

COUNCIL MEMBERS ABSENT

Geoffrey Grimmer

STAFF PRESENT

Melissa Daruna, Town Manager
Richard Peterson-Cremer, Town Attorney
Camille Deering, Town Clerk
Rachel Tand, Finance Director/Treasurer
Tom Gosiorowski, Public Works Director
Jessica Johnsen, Community Development Director
Jessica Lake, Senior Planner
Molly Furtado, Special Events Manager (Virtual)
Alex Smiley, Open Space & Trails Manager
Nikki Davis, Economic Development & Housing Specialist
Ashley LaFleur, Communications Specialist
Tez Hawkins, Planner

CONFLICT OF INTEREST DISCLOSURE

Mayor Woods will continue to recuse himself from the Executive Session discussion to avoid any potential conflict of interest based on the proximity of his home to the property.

ADOPTION OF AGENDA

MOTION: Council Member Scott Schreiner motioned to approve the agenda. The motion was seconded and passed with a vote of 6 in favor (Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

PUBLIC COMMENT

- Brenda Wyatt, 128 W 6th St- She thanked the Council for allowing her to present at the last meeting and wanted to follow up on two questions. First, it was asked if sound from one pickleball court would travel less than 6-8 courts. She explained that one pickleball court generates 70 decibels at 100 feet, above the 55 decibel limit during the day in Colorado, and her residence is at 78 feet. Secondly, it was asked if one court would be

acceptable or if play is limited to certain days or hours. Her answer is no to all options due to her research showing pickleball as a distinct noise-generating activity and pickleball courts should not be placed within 500 feet of residences.

- Cheryl Russell, 601 Washington St- She highlighted the lack of dedicated public outreach, sound studies, engineering analysis, operational plans, and other documents, requesting that all planning materials, cost estimates, and impact assessments be made available to the public and that additional community input be sought before final decisions.
- Jo Aden, 1075 Montgomerie Cir- She spoke in support of the pickleball courts. She commented that Eagle is the only community without pickleball courts and they are great for socialization. She is not aware of noise complaints made by neighboring properties near the Gypsum courts.
- Liz Adams, 96 Big Sage Ct- She commented that she drives to Gypsum to play at their pickleball courts at least three days per week and her money travels with her. Eagle needs pickleball courts and Eagle County needs to fill up the space at the Geothermal build site, making it a good match. Noise is to be expected in a town park.
- Robye Nothnagel- She also drives to Gypsum three days a week to enjoy their pickleball courts. Eagle is the only community without pickleball and it would bring more people into town. She is unaware of any noise complaints from neighbors close to the Gypsum courts.
- Joe Russell- 601 Washington Street- He commented that people in favor of the courts live in Eagle Ranch, far away from the proposed build site, and do not know what it's like to live next to Town Park. He is skeptical of the argument that the pickleball courts will be the economic driver people hope they will be. He predicts it will only bring casual coffee drinkers to the cafes and people to browse the shops. The pickleball courts will not help save and revitalize the downtown area.

CONSENT AGENDA

MOTION: Council Member Jamie Woodworth Foral motioned to remove item 3, Resolution 50, Series 2026, the Resolution of the Town Council of the Town of Eagle, Colorado, Adopting a Policy Concerning Water Conservation from the consent agenda and further move to approve items 1 and 2 of the consent agenda. The motion was seconded and passed with a vote of 6 in favor (Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

1. Minutes
2. Resolution 49, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Amendment of Section 12.01 of the Eagle Valley Transit Authority Intergovernmental Agreement

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

1. Town Manager Update

Council Member McCrackin inquired how a refuge location can be created in Eagle like Gypsum had during the power outage. She also asked what the Town can do to improve call service for residents. Council Member Atkins reported contacting AT&T and coordinating with Dylan Roberts for discussions, intending to report back to Council on efforts to enhance cellular coverage in Eagle.

2. Q2 2026 Financial Report
3. Q2 2026 Capital Projects Report

Council members discussed the need to prioritize projects, particularly the Brush Creek Road extension, and considered bringing in third-party engineers to expedite progress

BUSINESS ITEMS

1. PUBLIC HEARING: Ordinance 10, Series 2026, An Ordinance of the Town of Eagle, Colorado, Vacating a Right of Way Running North-South Through the Block Bound by Capitol Street, Grand Avenue, Howard Street and East Second Street

Tez Hawkins, Diana Caruso-Jenkins, and Public Works Director Tom Gosiorowski presented and discussed a request to vacate a public alley right-of-way in exchange for three easements: a permanent non-vehicular access and utility easement, a temporary slope easement needed for the construction of a section of the Grand Avenue Project, and a conditional access and utility easement to maintain public access and utilities until relocation.

Mayor Woods opened the floor for public comment; there was none.

Council members debated whether the exchange was commensurate in value, clarified what would happen if the proposed project did not continue, and whether the easements needed to be expanded. Council ultimately concluded that the easements secured for the Grand Avenue project provided significant public benefit and there will be more opportunities in the future to evaluate the land use project further.

MOTION: Council Member Jamie Woodworth Foral motioned to approve file number ROW 24-01 Ordinance 10, Series 2026, with the listed conditions of approval based on the testimony provided and the recommended findings of fact and conclusions of law as detailed in the staff report. The motion was seconded and passed with a vote of 6 in favor (Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

2. Resolution 50, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting a Policy Concerning Water Conservation.

Moved from the consent agenda to a business item.

Council member Woodworth Foral noted errors within the policy stating the incorrect watering times. Public Works Director Tom Gosiorowski noted the errors and updated the policy with the correct watering times. The resolution was approved with the corrections.

MOTION: Council Member Scott Schreiner motioned to revise Item 3 from the consent agenda, Resolution 50, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting a Policy Concerning Water Conservation to reflect changes on pages five and six, stages one and two, to accurately match the definition of water irrigation time restrictions as outlined in item B on page four of the Town of Eagle Water Conservation Policy, July 2026. The motion was seconded and passed with a vote of 6 in favor (Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

3. Resolution 51, Series 2026 - A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Members to the Economic Vitality Committee

Economic Development Specialist Nikki Davis and Council facilitated the appointment of two reappointed and five new members to the Economic Vitality Committee, with Dan Shaughnessy, Katie Bristow, Jason Cole, Cal Seneker, and Patrick Sherwood selected as new appointees, following a ballot process and public acknowledgment of candidates.

MOTION: Council Member Scott Schreiner motioned to approve Resolution 51, Series 2026, A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Members to the Economic Vitality Committee. The motion was seconded and passed with a vote of 6 in favor (Glowacki, McCrackin, Atkins, Woods, Woodworth Foral, Schreiner) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

- Council member McCrackin met with the new EC School Superintendent and said to expect more information soon on the Mill Levy Override the school district is proposing for the next election.
- Mayor Woods explained that Eagle County Transit Authority is terminating its contract with SP Plus, which will greatly affect the number of drivers and service on the HWY 6 routes.
- Council Member Woodworth Foral announced a vacancy on the Open Space and Recreation Advisory Committee (OSRAC) and asked for feedback on the Marketing and Events Advisory Committee (MEAC) priorities as they evaluate their budget.

1. October 13, 2026 Town Council Meeting

Council took a poll of which members will be attending the October 13th Town Council Meeting. It was determined that a quorum will not be present and the meeting will need to be rescheduled. The Town Clerk will send a poll with alternative dates for the Council to choose from.

EXECUTIVE SESSION

MOTION: Council Member Jamie Woodworth Foral motioned to enter 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; to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations and instruct negotiators relating to the acquisition of a commercial property in the downtown area; and further move to adjourn the regular meeting at the conclusion of the executive session. The motion was seconded and passed with a vote of 5 in favor (Glowacki, McCrackin, Atkins, Woodworth Foral, Schreiner) and 0 opposed, 1 Abstained (Woods).

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

1. 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 acquisition of a commercial property in the downtown area.

2. And further move to adjourn the regular meeting at the conclusion of the executive session.

ADJOURN

Date: 8/11/2026

Bryan Woods, Mayor

Camille Deering, Town Clerk

BILL SCHEDULE
JULY 2026

GENERAL FUND

Town Council

Amazon Capital Services	Office Supplies	\$ 68.72
Government Performance Solutions, Inc.	Professional Services - Strategic Plan	13,680.00
Costco	Meeting Expense	72.83
Total Town Council		\$ 13,821.55

General Government

Staples	Office Supplies	\$ 23.99
Karp Neu Hanlon, PC	Legal - General	3,784.00
CCCMA	Tuition & Books	149.00
Total General Government		\$ 3,956.99

General Administration

Benson, Jeannine	Utility Overpayment Refund	\$ 232.10
Big Cat GP, LLC	Utility Overpayment Refund	88.85
Dalrymple, Brian & Amy	Utility Overpayment Refund	29.12
Dansky, Kimberley	Utility Overpayment Refund	21.48
Foster, William & Mariana	Utility Overpayment Refund	2.52
Gaspard, Colleen	Utility Overpayment Refund	26.28
Gill, Gwenivere Or Wilkins, Morgan	Utility Overpayment Refund	112.69
Hizzous, LLC	Utility Overpayment Refund	703.88
Iverson, Lauren	Utility Overpayment Refund	92.07
Moskaluk, Valerie	Utility Overpayment Refund	100.07
Mountain Castle Concepts LLC	Utility Overpayment Refund	5.37
Peterson, Nathanael Or Emily	Utility Overpayment Refund - correction from June	(26.60)
Stewart, Scott	Utility Overpayment Refund	26.25
Verheyen, Jonas Or Aubrey Didanoto	Utility Overpayment Refund	49.91
Winkeller, Benjamin Or Jennifer	Utility Overpayment Refund	210.98
Eagle County Clerk & Recorder	Other Prepaid Expenses	1,000.00
Wells Fargo	Other Prepaid Expenses - CC Early Payment	(18,000.00)
Abbott, Christopher	Facility Usage Deposit Refund	750.00
Co Office Of Econ Dev & Int'l Trade	Grants	56.92
Wells Fargo	Reimbursable Income - Cash Rebate Used	(814.77)
CEBT	Health & Insurance Benefits	9.00
Costco	Office Supplies	20.99
Fitzpatrick, Christie	Office Supplies	19.47
Staples	Office Supplies	23.99
Eagle County Fair & Rodeo	Employee Appreciation	63.00
Federal Express Corp.	Communication & Shipping	19.28
USPS	Communication & Shipping	2,387.65
Employer's Council Services, Inc.	Dues & Subscriptions	8,350.00
Mountain Careers	Dues & Subscriptions	175.00
Chase Paymentech	C.C. Transaction Fees	62.39
Xpress Bill Pay	C.C. Transaction Fees	112.74
Robert Half, Inc.	Professional Services	2,223.00
Karp Neu Hanlon, PC	Legal	59.00

BILL SCHEDULE**JULY 2026****General Administration, cont.**

Hood, PC	Auditing & Accounting	40,000.00
Xpress Bill Pay	Computer Support	50.00
Fitzpatrick, Christie	Travel	712.02
Cirsa	Insurance - Pavilion	2,004.92
Total General Administration		\$ 40,959.57

Community Development

Staples	Office Supplies	\$ 47.98
Fleet Services	Vehicle Fuel	134.79
Colorado Mtn. News Media	Recruitment	426.65
Baseline Engineering Corporation	Professional Services	459.00
Baseline Engineering Corporation	Planning Reimbursable	11,779.25
Copy Plus	Planning Reimbursable	8.80
Karp Neu Hanlon, PC	Planning Reimbursable	9,655.00
Mott MacDonald	Planning Reimbursable	5,870.50
Karp Neu Hanlon, PC	Legal	10,259.00
Fleet Services	Repair & Maintenance Services	26.00
Wave	Computer Support	19.00
Crystal Plus	Meeting Expense	43.95
Mountain Market & Supply7	Meeting Expense	6.00
JHW Plan Review Services	Contract Services	3,022.00
Eagle County Clerk & Recorder	Recording Documents	44.73
Total Community Development		\$ 41,802.65

Municipal Court

Amazon Capital Services	Office Supplies	\$ 11.95
Ace Security And Safety Services LLC	Contract Payments	472.50
Erik A. Johnson, P.C.	Contract Payments	750.00
Total Municipal Court		\$ 1,234.45

Streets

CEBT	Health & Insurance Benefits	\$ 512.40
Cintas Corporation	Office Supplies	14.08
Nunley, Connie	Office Supplies	77.22
Amazon Capital Services	Uniforms	594.54
Boot Barn	Uniforms	460.30
Carhartt	Uniforms	5,247.00
AM Signal LLC	Repair & Maintenance Supplies	3,504.10
Brantley Distributing LLC	Repair & Maintenance Supplies	94.20
Builders First Source	Repair & Maintenance Supplies	106.33
Colorado Barricade	Repair & Maintenance Supplies	772.66
Glenwood Springs Auto Parts Inc (Napa)	Repair & Maintenance Supplies	(0.18)
Grainger	Repair & Maintenance Supplies	581.30
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	25.99
Lawson Products	Repair & Maintenance Supplies	191.33
Mid-American Research Chemical	Repair & Maintenance Supplies	317.57
Sherwin-Williams Company, The	Repair & Maintenance Supplies	7,741.50

BILL SCHEDULE**JULY 2026****Streets, cont.**

Wire Nut Electric Inc	Repair & Maintenance Supplies	2,889.24
Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Mtn Supplies	153.92
Two Valley Tire LLC	Vehicle Repair & Mtn Supplies	532.00
Fleet Services	Vehicle Fuel	1,129.16
Holy Cross Energy	Utility Services	2,910.26
Mountain Side Services Inc	Repair & Maintenance Services	2,000.00
Sherwin-Williams Company, The	Repair & Maintenance Services	633.00
Stripe A Lot & Sweeping	Repair & Maintenance Services - Street Striping	34,959.84
Utility Notification Center Of Colorado	Repair & Maintenance Services	40.00
Wire Nut Electric Inc	Repair & Maintenance Services	2,187.50
Caterpillar Financial Services	Winter Snow Equipment Rental	12,299.08
Lawson Products	Meeting Expense	61.10
Moen, Lucas	Tuition & Books	33.75
Total Streets		\$ 80,069.19

Public Safety

Amazon Capital Services	Office Supplies	\$ 74.22
Adamson Police Products	Operating Supplies	2,257.00
Amazon Capital Services	Operating Supplies	1,350.86
Auto Zone, Inc	Operating Supplies	11.63
Midway USA	Operating Supplies	1,497.91
North American Rescue LLC	Operating Supplies	7,400.85
Salt Lake Wholesale Sports	Operating Supplies	1,829.90
Zero9 Holsters	Operating Supplies	1,133.95
Amazon Capital Services	Uniforms	234.05
Summit Cleaners	Uniforms	20.00
Auto Zone, Inc	Vehicle Repair & Mtn Supplies	56.08
Pye-Barker Fire & Safety LLC	Vehicle Repair & Mtn Supplies	50.00
Fleet Services	Vehicle Fuel	4,740.50
Adamson Police Products	Equipment (Non-Capital) - Rifles	25,508.67
Armor Research Company	Equipment (Non-Capital) - Shields	50,388.00
Lifeloc Technologies	Equipment (Non-Capital)	2,263.16
Say No More! Promotions	Equipment (Non-Capital)	708.69
Federal Express Corp.	Communication & Shipping	14.20
Colorado Assn Chief Of Police	Dues & Subscriptions	700.00
FBI LEEDA	Dues & Subscriptions	50.00
AT&T Mobility II, LLC	Utility Services	814.36
Psychological Dimensions, LLC	Professional Services	600.00
Pye-Barker Fire & Safety LLC	Repair & Maintenance Services	326.95
Timeclock Plus, LLC	Computer Support	1,034.50
Cambria Hotel	Travel	324.00
Holiday Inn	Travel	109.00
Johnson, Paige	Travel	41.76
Palisade Pizza	Travel	33.40
United Airlines	Travel	308.28
King Soopers Customer Charges	Meeting Expense	46.05
Moe's BBQ	Meeting Expense	312.32

BILL SCHEDULE

JULY 2026

Public Safety, cont.

Estes Park Lodging Holiday Inn	Training & Travel - Grants	555.00
Marriott	Training & Travel - Grants	3,887.20
United Airlines	Training & Travel - Grants	120.00
Blue To Gold, LLC	Tuition & Books	225.00
Grand Junction Police Department	Tuition & Books	250.00
Eagle County Animal Control	Contract Payments	6,917.00
Transunion Risk & Alternative Data Solut	Contract Payments	110.00
King Soopers Customer Charges	Event Production	118.35
Say No More! Promotions	Event Production	298.24
Cirsa	Insurance	114.08
Total Public Safety		\$ 116,835.16

Buildings & Grounds

CEBT	Health & Insurance Benefits	\$ 512.40
Cintas Corporation	Office Supplies	14.08
Nunley, Connie	Office Supplies	77.22
Amazon Capital Services	Uniforms	594.55
Carhartt	Uniforms	3,868.19
Brantley Distributing LLC	Repair & Maintenance Supplies	94.20
Builders First Source	Repair & Maintenance Supplies	93.85
G H Daniels III & Associates	Repair & Maintenance Supplies	4,496.00
Geary Pacific Corporation	Repair & Maintenance Supplies	314.92
Glenwood Springs Auto Parts Inc (Napa)	Repair & Maintenance Supplies	123.48
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	2,291.14
Heritage Landscape Supply Group, Inc.	Repair & Maintenance Supplies	1,471.90
Paint Bucket	Repair & Maintenance Supplies	147.38
Pet Pick-Ups	Repair & Maintenance Supplies	923.30
Pye-Barker Fire & Safety LLC	Repair & Maintenance Supplies	1,452.74
Tool Clinic LLC	Repair & Maintenance Supplies	422.20
Vail Lock, Key & Safe	Repair & Maintenance Supplies	53.85
Van Diest Supply Co	Repair & Maintenance Supplies	1,603.00
Wylaco Supply Co	Repair & Maintenance Supplies	25.57
Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Mtn Supplies	120.97
Fleet Services	Vehicle Fuel	574.81
HD Supply Formerly Home Depot Pro	Janitorial Supplies	3,026.47
Summit Supply Corporation	Janitorial Supplies	242.85
Black Hills Energy	Utility Services	672.49
Holy Cross Energy	Utility Services	3,166.18
J.S. Lengel And Associates Inc	Professional Services - 215 Capitol Appraisal	7,500.00
Wold Architects Incorporated	Professional Services	3,020.00
Jerry-master Janitorial	Janitorial Maint. Contracts	2,416.96
Mountain Pest Control, Inc.	Repair & Maintenance Services	80.00
Northwest Colo Council Of Gov.	Repair & Maintenance Services	700.00
Orkin	Repair & Maintenance Services	1,158.10
Pye-Barker Fire & Safety LLC	Repair & Maintenance Services	1,759.90
Sno-White Linen Rental	Repair & Maintenance Services	159.73
Superior Alarm & Electronics	Repair & Maintenance Services	210.00

BILL SCHEDULE**JULY 2026****Buildings & Grounds, cont.**

Tool Clinic LLC	Repair & Maintenance Services	65.00
Venzor Carpet Cleaning	Repair & Maintenance Services	907.20
G H Daniels III & Associates	Contract Payments	4,580.00
Superior Alarm & Electronics	Contract Payments	420.00
TK Elevator Corp.	Contract Payments	843.32
Total Buildings & Grounds		\$ 50,203.95

Events

Costco	Office Supplies	\$ 14.99
Costco	Operating Supplies	68.07
Gypsum Ace Hardware LLC	Operating Supplies	29.98
King Soopers Customer Charges	Operating Supplies	34.99
Signature Signs Inc	Operating Supplies	70.00
Home Depot	Equipment (Non-Capital)	478.39
ASCAP	Dues & Subscriptions	462.88
Color Coffee Roasters	Meeting Expense	19.55
King Soopers Customer Charges	Meeting Expense	48.91
Pazzo's	Meeting Expense	317.40
Sweet Colorado	Meeting Expense	74.72
Wild Sage	Meeting Expense	72.60
Slifer Smith & Frampton/VARE	Events	1,000.00
Ace Security And Safety Services LLC	Event Production	360.00
Amazon	Event Production	563.85
Arbogast, Weston	Event Production - Flights Days Emcee	2,000.00
Best Western Hotels	Event Production	696.00
Capital Theater	Event Production	250.00
City Market	Event Production	77.35
Costco	Event Production	89.70
Danger Mountain LLC	Event Production	1,500.00
Eagle Lions Club	Event Production	126.00
Eagle Valley High School	Event Production	1,000.00
Gypsum Ace Hardware LLC	Event Production	341.98
Hoppin, Stephen	Event Production	1,000.00
Kaleidoscope Productions	Event Production	16,125.00
King Soopers Customer Charges	Event Production	160.41
KZYR FM/Cool Radio LLC	Event Production	385.00
Markit Creative	Event Production	4,485.00
Ninja Nation, LLC	Event Production	3,500.00
No Bull Entertainment, LLC	Event Production	1,795.00
Parker, Chris	Event Production	500.00
Resort Entertainment/Resort Events	Event Production	3,335.00
Signature Signs Inc	Event Production	700.00
Swank Motion Pictures	Event Production	75.00
United Rentals (North America) Inc	Event Production	8.80
Walking Mountains Science Center	Event Production	2,465.60
Wishes The Toy Store	Event Production	44.00
Wylaco Supply Co	Event Production	68.59

BILL SCHEDULE

JULY 2026

Events, cont.			
Cirsa	Insurance		(7.44)
Total Events		\$	44,337.32
Engineering			
CEBT	Health & Insurance Benefits	\$	512.40
Cintas Corporation	Office Supplies		14.08
Nunley, Connie	Office Supplies		77.22
Wylaco Supply Co	Office Supplies		30.87
Fleet Services	Vehicle Fuel		85.99
Metrocounty	Equipment (Non-Capital)		1,791.00
Johnson, Ryan	Dues & Subscriptions		150.50
Job Board Webscribble	Recruitment		545.00
Total Engineering		\$	3,207.06
Information Technology			
Pinnacol Assurance	Workers Compensation	\$	363.54
Amazon Capital Services	Office Supplies		217.70
Century Link	Utility Services		3,640.32
Granite Telecommunications, LLC	Utility Services		3,762.88
Starlink	Utility Services		55.00
Aspen Wireless Technologies, Inc.	Computer Support		2,512.50
Fortbend IT/Reizer Technology Solutions	Computer Support		4,931.67
Google	Computer Support		8.40
Pathfinder, LLC	Computer Support		1,865.00
King Soopers Customer Charges	Meeting Expense		320.20
Marlin Leasing Corporation	Contract Payments		1,379.71
Total Information Technology		\$	19,056.92
Communications & Marketing			
Amazon	Office Supplies	\$	52.98
Signature Signs Inc	Operating Supplies		350.00
Amazon	Equipment (Non-Capital)		158.68
Canva	Dues & Subscriptions		29.97
MailChimp	Dues & Subscriptions		148.00
Power Play Marketing	Professional Services		2,000.00
Capture The Action Productions LLP	Media - Eagle County Airport Digital Advertising		15,000.00
Colorado Mtn. News Media	Media		2,741.58
Fritzler, Sage	Media		500.00
Markit Creative	Media		1,295.00
Red Canyon Café	Meeting Expense		34.50
Blizzard Press	Website		549.00
Civic Plus	Website		1,577.03
Dot Zero Multimedia	Website		75.00
Total Communications & Marketing		\$	24,511.74

BILL SCHEDULE

JULY 2026

Sustainability

Karp Neu Hanlon, PC	Legal	\$	822.50
King Soopers Customer Charges	Meeting Expense		47.88
CC4CA	Tuition & Books		350.00
Total Sustainability		\$	1,220.38

Economic Development & Housing

7 Hermits Condominium Association	Employee Housing Rental Exp	\$	720.65
Founders Place Condo Association	Employee Housing Rental Exp		555.00
Canela Coffee And Pastry Shop	Professional Services - BAP Grant		5,500.00
Karp Neu Hanlon, PC	Legal		2,567.50
Total Economic Development & Housing		\$	9,343.15

Total GENERAL FUND

\$ 450,560.08

CAPITAL IMPROVEMENTS FUND

Heritage Landscape Supply Group, Inc.	R-O-W Improvements	\$	455.62
360 Civil, Inc.	Street Replacement- Capitol St		152,978.81
Stolfus & Associates	Grand Avenue Improvements		19,182.46
Union Pacific Railroad Company	Grand Avenue Improvements		111.06
Builders First Source	Patrol Vehicles		1.50
Down Valley Tire Pros	Patrol Vehicles		1,351.96
Hilton Garden Inn	Patrol Vehicles		123.96
Loaf N Jug	Patrol Vehicles		58.42
Pye-Barker Fire & Safety LLC	Patrol Vehicles		140.00
Starlink	Patrol Vehicles		930.97
Van Mart	Patrol Vehicles		391.37
Wrap Colorado	Patrol Vehicles		1,792.00
Total CAPITAL IMPROVEMENTS FUND		\$	177,518.13

WASTEWATER FUND

CEBT	Health & Insurance Benefits	\$	512.40
Cintas Corporation	Office Supplies		14.08
Mid-American Research Chemical	Operating Supplies		524.94
Trick Threads	Uniforms		54.00
Browns Hill Engineering	Repair & Maintenance Supplies		1,069.84
Grainger	Repair & Maintenance Supplies		101.28
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies		67.95
Joe Johnson Equipment LLC	Repair & Maintenance Supplies		623.46
Water Technology Group	Repair & Maintenance Supplies		4,453.84
Wylaco Supply Co	Repair & Maintenance Supplies		334.42
Fleet Services	Vehicle Fuel		232.91
Federal Express Corp.	Communication & Shipping		333.43
Nexttrust Inc	Communication & Shipping		304.77
Black Hills Energy	Utility Services		240.38
Holy Cross Energy	Utility Services		5,984.58
Chase Paymentech	C.C. Transaction Fees		796.89
Xpress Bill Pay	C.C. Transaction Fees		620.07

BILL SCHEDULE

JULY 2026

WASTEWATER FUND, cont.

Plummer	Engineering	915.00
Denali Water Solutions LLC	Sludge Disposal	5,612.77
Browns Hill Engineering	Repair & Maintenance Services	1,763.85
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	6.00
Joe Johnson Equipment LLC	Repair & Maintenance Services	1,435.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	40.00
Yeti Mechanical, LLC	Repair & Maintenance Services	481.25
Colorado Analytical Laboratories Inc	Testing & Permits	394.00
Seacrest Group	Testing & Permits	1,885.00
SGS North America Inc	Testing & Permits	5,653.00
Colorado CWP	Tuition & Books	150.00
PSI Exams	Tuition & Books	104.00
Browns Hill Engineering	Contract Payments	2,066.20
Hach Company	Contract Payments	3,494.00
Water Technology Group	Equipment Purchase - Scum Pump	21,097.31
Mott MacDonald	Capital Expenditures - Nutrient Criteria	12,280.00
US Bank	WW Loan Principal	394,381.00
US Bank	Debt Service Admin Fee	46,023.65
Total WASTE WATER FUND		\$ 514,051.27

WATER FUND

Phoenix Industries Ltd	Retainage Payable	\$ 186,836.25
CEBT	Health & Insurance Benefits	512.40
Cintas Corporation	Office Supplies	14.08
Chemtrade Chemicals Corporation	Operating Supplies	10,066.88
Core & Main LP	Operating Supplies	1,029.55
Gypsum Ace Hardware LLC	Operating Supplies	2,139.48
PVS DX Inc	Operating Supplies	1,959.88
Trick Threads	Uniforms	54.00
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	6,211.68
Grainger	Repair & Maintenance Supplies	1,642.13
USA Blue Book	Repair & Maintenance Supplies	1,468.70
Wylaco Supply Co	Repair & Maintenance Supplies	65.03
Zenon Environmental Corporation	Repair & Maintenance Supplies	115.36
Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Mtn Supplies	98.75
Fleet Services	Vehicle Fuel	337.75
Ferguson Enterprises, Inc.	Minor Equipment	125.13
Grainger	Equipment (Non-Capital)	165.08
Federal Express Corp.	Communication & Shipping	147.34
Nexttrust Inc	Communication & Shipping	304.77
AmeriGas	Utility Services	520.80
Black Hills Energy	Utility Services	24.81
Holy Cross Energy	Utility Services	13,857.17
Chase Paymentech	C.C. Transaction Fees	1,352.31
Xpress Bill Pay	C.C. Transaction Fees	845.56
Garfield & Hecht, P.C.	Legal	5,000.50
Karp Neu Hanlon, PC	Legal	7,088.50

BILL SCHEDULE
JULY 2026

WATER FUND, cont.

Mott MacDonald	Engineering	4,136.90
Spheros Environmental Group Parent Inc	Engineering	16,756.80
Blue Monster Service LLC	Repair & Maintenance Services	130.00
Browns Hill Engineering	Repair & Maintenance Services	3,048.10
Cummins Sales And Service	Repair & Maintenance Services	11,147.00
Ewing Trucking And Construction LLC	Repair & Maintenance Services	11,477.50
Utility Notification Center Of Colorado	Repair & Maintenance Services	40.01
Eagle River Water & Sanitation District	Testing & Permits	396.00
Browns Hill Engineering	Contract Payments	8,264.80
Grainger	Tank Replacement	77.78
Home Depot	Tank Replacement	56.47
Mott MacDonald	Tank Replacement	10,410.38
SEH Design/Build Inc	Tank Replacement	186,852.12
360 Civil, Inc.	Water Line Improvements	80,099.93
Ground Engineering Consultants	Water Line Improvements	6,215.00
US Bank	LBWTP Loan Principal	347,164.50
US Bank	LBWTP Loan Interest	63,987.50
US Bank	LBWTP Loan Admin Fee	84,209.41
Total WATER FUND		\$ 1,076,454.09

REFUSE FUND

Nexttrust Inc	Communication & Shipping	\$ 304.77
Chase Paymentech	C.C. Transaction Fees	241.48
Xpress Bill Pay	C.C. Transaction Fees	281.85
Blue Monster Service LLC	Repair & Maintenance Services	130.00
Tri State Oil Reclaimers, Inc	Repair & Maintenance Services	75.00
Vail Honeywagon	Contract Services	82,888.72
Total REFUSE FUND		\$ 83,921.82

STORM WATER FUND

Nexttrust Inc	Communication & Shipping	\$ 304.77
Chase Paymentech	C.C. Transaction Fees	24.15
Xpress Bill Pay	C.C. Transaction Fees	18.79
360 Civil, Inc.	Capital Expenditures - Capitol Street	120,049.91
Total STORM WATER FUND		\$ 120,397.62

BROADBAND FUND

Amazon Capital Services	Equipment (Non-Capital)	\$ 558.00
Teltech Communications LLC	Equipment (Non-Capital)	4,665.25
Federated Wireless, Inc.	Computer Support	533.40
Sonar Software	Computer Support	249.95
Total BROADBAND FUND		\$ 6,006.60

STCIF

Blue Monster Service LLC	Town Park Improvements	\$ 2,490.00
Norris Design, Inc.	Town Park Improvements	526.25
Total STCIF		\$ 3,016.25

BILL SCHEDULE**JULY 2026****DISPOSABLE BAG FEE FUND**

Thompson Welding	Event Production	\$	1,827.00
Total DISPOSABLE BAG FEE FUND		\$	1,827.00

OPEN SPACE FUND

Trick Threads	Uniforms	\$	282.78
Amazon Capital Services	R & M Supplies		190.06
Builders First Source	Vehicle Repair & Mtn Supplies		14.12
Greiner, Garrett	R & M Supplies		10.82
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies		113.96
Signature Signs Inc	R & M Supplies		340.00
Fleet Services	Vehicle Fuel		146.65
Keeton Industries, Inc.	Equipment (Non-Capital)		1,190.60
Eagle County Solid Waste & Recycling	Repair & Maintenance Services		245.04
Vail Honeywagon	Repair & Maintenance Services		779.14
Mountain Side Services Inc	Weed & Pest Control		6,000.00
ERO Resources Corporation	Habitat & Riparian Restoration		8,048.46
Total OPEN SPACE FUND		\$	17,361.63

DDA FUND

Land Title Guarantee Company, LLC	Professional Services	\$	40.00
Karp Neu Hanlon, PC	Legal		265.50
Total DDA FUND		\$	305.50

Total		\$	2,451,419.99
Payroll		\$	654,158.38
CEBT	July Bill	\$	125,354.80
CEBT	August Bill	\$	127,589.12
Unum Life Insurance Company Of America		\$	3,024.02
HRA Claims Paid		\$	-
Grand Total		\$	3,361,546.31



To: Mayor and Town Council
From: Melissa Daruna, Town Manager
Date: August 11, 2026
Re: Town Manager Report

Administration and Organization Updates

I am grateful to our staff for their continued leadership and support while I was away with my family last week. I extend a special thank you to Nikki Davis for serving as Acting Town Manager during my absence and for ensuring continuity of leadership and operations.

The work of the organization has continued to move forward. Staff worked on the facility needs assessments for departments housed at Town Hall, submitted initial drafts of department operating budgets, and continued updating department work plans for the third and fourth quarters of the year. These efforts reflect our continued focus on strengthening Town operations while aligning resources and priorities with the Town's strategic direction.

Our Sustainability and Public Works teams continue to make progress on building electrification project. Public Works is also actively supporting the advancement of major construction projects throughout the community, including Capitol Street, the Town Park bathrooms, and water tank infrastructure. We are also working on providing more regular updates on these initiatives for the community.

As we enter the second half of 2026, we are focused on translating the Town's new strategic plan into meaningful action. This work will include strengthening employee retention and workforce planning, developing the 2027 budget with our strategic priorities clearly in mind, and preparing for the next round of major infrastructure investments.

Our focus in the coming weeks will include:

- Meeting with departments to review and refine 2027 operating budgets and ensure alignment with Council priorities and the strategic plan.
- Working with the DDA to advance shared strategic plan priorities and identify opportunities for coordinated implementation.
- Coordinating with the EVC and MEAC to better align work plans, strategies, and organizational priorities.
- Continuing to advance critical capital and infrastructure projects while maintaining focus on long-term community needs.

Active Land Use Applications - [Active Land Use Applications | Town of Eagle, CO - Official Website](#)

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 effective planning and execution of a work session. Staff will maintain this table in the report and make any necessary adjustments.

WORK SESSIONS in 2026:

Date	Topic
<i>January 6</i>	<i>WUI Code Updates</i>
<i>February 3, 2026</i>	<i>Town of Eagle Organization & Operations</i>
<i>March 3, 2026</i>	<i>Advisory Committees</i>
<i>April 7, 2026</i>	<i>Development Review Process</i>
<i>May 5, 2026</i>	<i>Capital Project Prioritization</i>
<i>June 2, 2026</i>	<i>Housing</i>
<i>July 7, 2026</i>	<i>2026 Strategic Plan Community Gathering</i>
<i>August 4, 2026</i>	<i>Long-Range Planning</i>
September 1, 2026	TBD
September 15, 2026 (3:30 – 5:30 p.m.)	2027 Budget
September 29, 2026 (3:30 – 5:30 p.m.)	2027 Budget
October 6, 2026	TBD
November 3, 2026	TBD
December 1, 2026	TBD



To: Mayor and Town Council
From: Melissa Daruna, Town Manager, and Department Leads
Date: August 11, 2026
Re: Department Updates for July 2026

ASSISTANT TOWN MANAGER

July 2026

Please refer to Town Manager Report.

ECONOMIC DEVELOPMENT

July 2026

- **Downtown Development Authority (DDA):**
 - **Downtown Eagle Project Investment Program (2024–2026)** - Closed out the Rural Economic Development Initiative (REDI) grant which supported this two-year program. This was made possible by leveraging approximately \$20,000 of property tax increment collected by the DDA. With a combined \$100,000, we were able to support improvements for 19 downtown businesses and property owners dedicated to enhancing the appearance, functionality, and vitality of Downtown Eagle. A detailed program closeout report will be prepared for the DDA.
 - **Commercial Activation Rebate Program** - Supported Councilman Andrew Atkins in evaluating the City of Lafayette's Vacant to Vibrant commercial activation program. Staff and the DDA reviewed program structure, administration, and funding considerations as central components of launching another downtown initiative. Additional evaluation is ongoing, including identifying a dedicated funding source.
- **Economic Vitality Committee (EVC):**
 - **EVC Appointments** - Coordinated the interview process for eight applicants. Ahead of the roundtable interviews, EVC members met individually with applicants to share more about the committee and connect in a less formal setting. The EVC submitted its recommendations to Town Council, which voted on July 28 to reappoint two current members (Kim Fritzler, Joel Wallen) and appoint five new members (Katie Bristow, Jason Cole, Daniel Shaughnessy, Cal Seneker, Patrick Sherwood).

HOUSING

July 2026

- **Employee Housing** - Facilitated a tenant move-out and coordinated with Buildings & Grounds to complete routine maintenance and wear-and-tear repairs. The vacant two-bedroom, two-bath unit has since been advertised to all Town staff and is expected to be ready for occupancy in mid-August.
- **LERP Administration / TVHS Transition** - Finalized the draft IGA with the Valley Home Store (TVHS) to support continued housing services through the remainder of 2026. During the 2027 budget cycle, staff will assess the effectiveness of some temporary services and determine whether any should be continued as the Town further transitions and stabilizes in-house administration of the Local Employee Residency Program (LERP). One example includes a dedicated Homebuyer Class for down-valley residents, annually hosted at Eagle Town Hall.

- As part of the transition, staff worked alongside TVHS Program Manager on operational training including review of procedures for documenting Permitted Capital Improvements, assisting private brokers representing LERP sellers, and verifying Maximum Resale Prices.

SUSTAINABILITY

July 2026

- **Building Electrification Project** – The timeline for Town Hall RTU replacement with heat pumps has been delayed due to equipment delivery timelines. We are now targeting a mid-September installation and are working internally on a plan to minimize disruptions during the switchover, when power to the building must be turned off. A temporary cooling solution is scheduled to be installed in the admin space the week of 8/3 to provide cooling until the new units arrive.
- **Fleet Analysis** – we are wrapping up the fleet electrification analysis given the data we were able to use. Staff plans to run a round 2 of the analysis that includes telematics, which will provide the most accurate data. Then staff will work with the relevant departments to build a decision tree to include other essential data points.
- **HEAR Rebate push/Heat pump rebates** - Staff worked with partners at Walking Mountains, Holy Cross Energy, and Zero Homes to conduct outreach to Eagle residents for statewide HEAR (Home Electrification and Appliance Rebates) rebates before the August 1st deadlines. These rebates had an unexpectedly short application window due to federal changes; however, 13 Eagle households went through the virtual home energy assessment process for the program, and 9 are moving forward with heat pump installations. Staff will continue to work on program development for a heat pump bulk buy with these partners moving into the fall.
- **Public EV Charging** – Staff applied for the DCFC Plazas grant opportunity, due July 10th, to install 4 fast-charging ports in the downtown district adjacent to Town Hall. Staff has been coordinating with the county and the Climate Action Collaborative transportation group to explore more opportunities for public charging within the town, such as Charging as a Service models and considering issuing a county-wide RFI or RFP to learn more.
- **Phase 3 Energy Performance Contract** – Staff is working with ESG to define the scope of our next energy performance contract. The recent 14-hour electricity outage prompted further conversations about resilience and back-up power at Town Hall, which will be built further into the project scope.
- **Operating budget development** – Staff developed operating budgets for the Sustainability Department, Bag Fee Fund, and Exterior Energy Offset program fund. Staff also gathered preliminary numbers for capital project requests.
- **Net Zero Roadmap** – This roadmap, culminating in net zero new construction by 2030, was adopted by Council in 2025. Staff has begun outreach about the roadmap and upcoming 2027 code update with local developers.
- **The [Mountain Towns 2030 Climate Summit](#)** will be hosted October 13–14th in Sun Valley, ID this year. Mayor Woods and Councilpeople Grimmer and McCrackin will be attending, as well as sustainability staff (Kira).

MARKETING & SPECIAL EVENTS

July 2026

- Town produced events for July: July 4th Bike Parade
- Town liaison for upcoming summer events: Yoga at the Park, Yoga by the River, 2nd Friday Gallery Night, Wind Up Wednesday, Showdown Town, Eagle Mushroom & Wild Food Festival, Eagle Valley Library Summer Foam Party, Children’s Business Fair, Eagle River Jamboree, Cowboys Forever Rodeo Series
- Event preparation and coordination for Tube-A-Palooza and Community Table. Reserve your table at eagleoutside.com/community-table.
- Special Event Permit Applications received: Eagle Rising rescinded their event permit application for Potatopalooza.
- The fiberglass sitting bears have arrived! Measuring 38" H x 42" W x 43" D, these eye-catching sculptures are intended to serve as community gathering points, inspire curiosity, attract visitors, and encourage people to

stop, explore, and snap a photo. One bear is sponsored by the Town and the other by the DDA. Both bears are currently in the hands of local artists, who are bringing their creative visions to life. We anticipate the painted bears at the end of August.

- Capture the Action (CTA) Digital Media will provide an updated EagleOutside video for Eagle County Regional Airport digital screen advertising. To maximize visibility, the campaign will run October 1, 2026, through September 2027.
- USA TODAY Go Escape the Southwest 2026 will feature Colorado. Staff created artwork for a ¼ page color ad.
- Amy Pates is producing the Inaugural issue of 81631, Eagle Magazine, that will be distributed in every Eagle Post Office Box. Staff created artwork for ½ page color ad.
- Mid-year check-ins for the team at the Information Center. Staff manages two PT, year-round employees.
- We celebrated Colorado Day 2026 with a special pop-up event honoring the state's historic 150th birthday at the Eagle Information Center. Limited-edition commemorative tote bags were available, while they lasted.
- Eagle County Historical Society celebrated at the History Museum with hands-on history stations, scavenger hunt, and a Colorado-themed bake sale.
 - Feedback from the historical members indicated that the Information Center would benefit from several improvements, including restroom renovations, enhanced landscape maintenance, weed removal, and revitalization of the 50-year-old flagpole.



COMMUNICATIONS

July 2026

Facebook Analytics:

- Total Followers: 5,110
- July Views (Number of times our content was played or displayed): 185,767
- Highest Engagement:
 - Voluntary Fishing Closure Post #1 – 18,596 views
 - Voluntary Fishing Closure Post #2 – 13,230 views
 - Eat Safe After a Power Outage – 9,458 views
- Created videos for Council meetings and Capitol Street Construction Update (Total Watch Time: 1d 9h)

HWY 6 Digital Sign: Creation of Graphics + Scheduling for 20 Messages

Website Analytics:

- July Views: 16,410
- Highest Engagement:
 - Town of Eagle Official Website – 2,713 views
 - Agendas, Minutes and Packets – 651 views
 - Current Water Restrictions – 605 views

Website News Flash Updates: Voluntary Fishing Closure on Eagle River, Sanitary Sewer Cleaning Notice, Town Park Restroom Repair Update, Make Your Mark on Downtown Eagle, Capitol Street Improvements (weekly), Weed of the Month – Canada Thistles, Second Street Parking Stall Painting, Brush Creek Confluence Open Space Stream Gauge Installation, Water Service Outage in Eby Creek Mesa Area

Additional Content Created: Strategic Plan Open House Materials and [Eagle Today Newsletter](#)

INNOVATION TECHNOLOGY

July 2026

Broadband update:

- 37 business/government subscribers, 138 residential subscribers, 9 new signups in July
- Broadband services billed last month: \$16,062.25.

Operations update:

- Recent outages and weather-related disruptions are triggering review of technology business continuity architecture and design.

FINANCE DEPARTMENT

July 2026

Administration / Financial

- **Paycom**
 - We are continuing to navigate challenges with comp time as Paycom is unable to manage our TOE comp time program without significant manual adjustments. We are collaborating with them to find a reasonable solution.

- **2026 / 2027 Budget**
 - The 2027 Budget is underway! Most departments have completed their Operating Budgets, and review meetings with Finance, IT, and the Town Manager will begin Monday, August 10th.
 - **Tobacco Tax** – Revenue through June 2026 is down (50%) or (\$191,646) from YTD 2025. Assuming a similar impact for the rest of 2026, we can expect reduced annual revenue of approximately (\$380K).
- **2025 Audit**
 - Our 2025 Financial Audit was filed timely with the State of Colorado and the Municipal Securities Rulemaking Board (MSRB), which is required by our debt issuances.
- **Pool Financing**
 - Certificate of Participation (COP) funds for the pool project are being held in a separate Town of Eagle account specifically for the pool financing. We have completed seventeen total project expense draws, totaling \$8,531,591. Including interest earned on the account, the current remaining debt proceeds held by COLOTRUST are **\$529,481**. This is an increase from prior months because during reconciliation, we discovered a retainage payment that needed to be credited back to the debt proceeds fund.
 - We are continuing to work with Mountain Rec and DPM on a final project reconciliation. We anticipate some savings that can be applied toward additional pool project expenditures or debt repayment.
- **Debt Service**
 - 2007 Wastewater Loan Payment: Processed 7/30 - \$440,404.65 (Last Pymt 2028)
 - 2018 Water LBWTP Bond Payment: Processed 7/30 - \$495,361.41 (Last Pymt 2040)
- **Internal Water Fund Loan to Broadband**
 - No transfers have occurred to date.
- **Short Term Rentals (STRs)**
 - STR Active Permits: 25
 - STR New Permits from Prior Period: 0
 - STR Closed Permits since Prior Period: 0
 - Revenue Collection:
 - ♣ Jun 2026: \$1,820 (*compared to 2025: \$1,274, 43% increase YOY*)
 - ♣ YTD 2026: \$11,206 (*compared to 2025: \$14,027, (20%) decrease YOY*)

Accounts Payable

Christie Fitzpatrick is quickly getting up to speed as our new fully remote, part-time Accounts Payable Specialist and has been a great addition to the team!

Accounts Payable: Invoices Paid								
Month	2021	2022	2023	2024	2025	2026	Variance from PY	
January	230	249	285	280	307	297	(10)	-3%
February	217	254	212	278	306	371	65	21%
March	247	243	264	390	293	365	72	25%
April	214	331	259	300	407	328	(79)	-19%
May	260	269	388	314	331	328	(3)	-1%
June	400	398	290	309	290	390	100	34%
July	239	329	310	386	325	382	57	18%
Total YTD	1,807	2,073	2,008	2,257	2,259	2,461	202	9%

Utilities

- Property Transfers: 9 (YTD: 56)
- New Accounts Set Up: 13 (YTD: 41)

- Utility Red Tags: 18 (YTD: 141, 2026 Monthly Average: 20)
- Water Shut Offs: 0 (YTD: 14, 2026 Monthly Average: 2)
- Historical utility data is provided below

Year	2020	2021	2022	2023	2024	2025
Property Transfers	179	187	168	116	102	118
New Account Set Up	49	27	51	33	55	25
Red Tags	187	245	277	270	275	257
Shut Offs	2	6	13	14	9	4

• Water Usage and Budget vs. Actual

Revenue from water sales currently stands at 49% of the annual budget for in-town sales (versus 58% at prior YTD) and 58% of the annual budget for out-of-town sales (versus 62% at prior YTD). Although water rates increased by 3% in 2026, the Town based the 2026 budget on actual revenue received in 2025, due to sales being dependent on usage.

Water usage is down (29%) compared to the prior five-year average for July. YTD 2026 is down (18%) compared to the prior five-year average for the same period. Stage 2 water restrictions were implemented in April 2026.

Water Usage (In Thousands)								
Month	2021	2022	2023	2024	2025	Prior 5 YR Avg.	2026	Change over Average
January	16,564	16,602	15,660	15,813	17,900	16,508	15,178	(1,330) -8%
February	15,538	14,503	18,016	16,630	15,400	16,017	14,721	(1,296) -8%
March	16,099	16,436	13,615	14,814	14,403	15,073	13,280	(1,793) -12%
April	17,443	14,988	15,071	16,935	16,595	16,206	14,611	(1,595) -10%
May	23,775	24,859	17,773	18,715	26,994	22,423	17,078	(5,345) -24%
June	60,403	51,373	42,130	48,409	49,898	50,443	43,027	(7,416) -15%
July	54,926	54,700	56,705	52,778	64,513	56,724	40,053	(16,671) -29%
Total YTD	204,748	193,461	178,970	184,094	205,703	193,395	157,948	(35,447) -18%

Town Council Department Budget to Actual

TOWN OF EAGLE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 7 MONTHS ENDING JULY 31, 2026					
GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	4,500.00	31,400.00	54,000.00	22,600.00	58.2
10-49-142 WORKERS COMPENSATION	.00	17.84	43.00	25.36	41.0
10-49-143 HEALTH & INSURANCE BENEFITS	.00	.00	189.00	189.00	.0
10-49-144 FICA - EMPLOYER'S	344.25	2,402.10	4,131.00	1,728.90	58.2
10-49-210 OFFICE SUPPLIES	88.72	392.73	.00	(392.73)	0
10-49-325 UNIFORMS	.00	178.00	500.00	324.00	35.2
10-49-329 LEGAL NOTICES	.00	.00	500.00	500.00	.0
10-49-347 PROFESSIONAL SERVICES	13,880.00	26,505.00	21,000.00	(5,505.00)	126.2
10-49-371 TRAVEL EXPENSE	.00	519.00	5,250.00	4,731.00	9.9
10-49-372 MEETING EXPENSE	72.83	1,369.31	7,500.00	6,130.69	18.3
10-49-380 TUITION & BOOKS	.00	495.00	4,000.00	3,505.00	12.4
10-49-450 SPECIAL COUNCIL FUNDING	.00	5,000.00	5,000.00	.00	100.0
10-49-510 INSURANCE	.00	280.70	228.00	(32.70)	114.3
10-49-615 COMMUNITY REQUESTS	.00	12,042.00	25,000.00	12,958.00	48.2
TOTAL TOWN COUNCIL	18,655.80	80,579.48	127,341.00	46,761.52	63.3

HUMAN RESOURCES

July 2026

HRIS Implementation: Continued focus on utilizing Paycom platforms.

Recruitment Update for 2026 YTD – 26 Vacancies total for 2026, 21 Filled (1 will not fill), 4 In-Progress, 1 Pending

Filled - 21

1. Buildings & Grounds Tech – replace Esparza, Riggan start 1.26.26
2. Streets Maintenance/Equip. Op., replace Vasquez, Moen start 3.16.26
3. Streets Maintenance/Equip. Op., replace Abell, Swartzmiller start 3.23.26
4. Council appointment Atkins hired 02.06.26
5. Community Development Director, Johnsen, J, 05.11.26 start
6. Open Space & Trails Technician, Greiner, G, start 04.13.26
7. Planning & Zoning Commissioner (1), replaced Koch, Ben Leape start 04.07.26
8. Planning & Zoning Commissioner (2), Erin Cook start 04.07.26
9. Yard Waste-Refuse Seasonal, rehire Kirby start 4.10.26
10. Seasonal Building & Grounds Maintenance, Esparza, J start 04.07.26
11. Building Official, Brown start 05.11.26
12. HR Generalist II, Lengel start 05/02/26
13. Buildings & Grounds Tech, replace Eigenheer, Serg Rincon start 06.01.26
14. Seasonal Building & Grounds Maintenance, Gage Riggan Start 06.01.26
15. Planning & Zoning Commissioner, alternate KaLynn Wood start 06.01.26
16. Planning & Zoning Commissioner, alternate Colleen Sharpe start 06.01.26
17. Streets Maintenance/Equip. Op., replace Swartzmiller, Oscar Tellez start 06.08.26
18. Accounting Specialist II/AP, replace contractor, Christie Fitzpatrick start 06.29.26
19. Water/Wastewater Operator, replace DE Journe, Sam Kelly start 07.10.26
20. Seasonal Building & Grounds Maintenance, not filling 3rd position.
21. Planner II or III-SR Planner, replace Brotherton, promoted Sydney Dynek 7.11.26

In Progress - 4

1. Engineer I/II Project Manager, replace Miller, reviewing applications
2. Assistant Town Manager, replace Daruna, setting up interview
3. Planning & Zoning Commissioner, 2nd Alternate, posting this week
4. Planner I, replace Sidney Dynek, posted Internally, setting up interview

Pending – 1

1. Distribution and Collection Technician, replace Sam Kelly promoted to Operator D, pending posting per Manager

Safety & Risk Management

- Workers Compensation claims with Open status - 1
- CIRSA GL-Property Damage claims with Open status - 6

COMMUNITY DEVELOPMENT

July 2026

LAND USE APPLICATIONS IN PROGRESS

For more information and to access project documents, visit the Town's [Active Land Use Applications Page](#).

446 Broadway – Minor Development Permit

- 2nd round comments sent on 4/27; comment review with applicant 5/6; meeting w/Planning staff, Town Manager and applicant on 5/28; awaiting resubmittal from applicant.
- Applicant has changed their mind on original design and will be meeting with staff to discuss new ideas prior to resubmitting.

New Electric, 629 Sawatch Road – Minor Development Permit

- Partial resubmittal on 5/5 - staff transition of application; staff reviewing application for code compliance.
- Review comments sent to applicant 6/3, staff met w/applicant on 6/9, staff awaiting application resubmittal.

Bluffs PUD Amendment

- The applicant is making revisions to ensure alignment with HOA covenants and design guidelines. Awaiting resubmittal.

332 Grand Avenue – Major Development Permit

- Referral comments sent to applicant 4/28; awaiting resubmittal from applicant.

Capitol Flats – Preliminary Plat, Rezoning, and Right-of-Way Vacation

- Applicant has been sent comments and is working through addressing them. The right-of-way vacation was approved on July 28th.

Red Mountain Ranch – PUD Amendment (Minor, administrative decision)

- Application to amend front setbacks for single family dwellings submitted; staff preparing notice of determination (as of May 6); documents are under legal review (June 2).
- Legal review was completed on July 23rd, staff will issue Notice of Decision.

Haymeadow Preliminary Plan (Neighborhoods A2, B, C, & D)

- Application for Preliminary Plan/Plat for the rest of the Planned Unit Development. Staff have had a kick-off meeting with the applicant and are sending comments to the applicant on the updated Memorandum of Understanding (MOU). Phase 1 of this application review will be an internal staff review focused on internal road layout and lotting.
- Applicant submitted additional documents on 6/23.
- Staff held internal (Planning and PW) meeting on 7/22.

Haymeadow Townhome Plat – RMF-2A

- Application submitted and under completeness review.
- Planning review comments sent to applicant 7/20, staff is awaiting applicant re-submittal.

894 Chambers Development Plan

- Application submitted, first round review complete and comments sent. Awaiting resubmittal.

APPLICATIONS IN POST-DECISION CLOSE-OUT (REQUIRED PRIOR TO BUILDING PERMIT OR OTHER NEXT STEP)

- 301 Broadway Minor Development Plan
- Red Mountain Ranch Preliminary Plan & Major Development Plan
- Haymeadow RMF-4/5 Final Plat & Major Development Plan
- McDonald's Minor Development Plan- Permit issued; construction can begin.
- Mountain Tots – Final plans being provided, permit is ready

UPCOMING ANTICIPATED APPLICATIONS

- Eagle Justice Center Expansion – Development Plan
- Capitol Theater – unknown type
- Haymeadow Townhome Plat – RMF-4/5
- Haymeadow Lot Line Adjustments – Filing 2 duplexes
- Haymeadow Resubdivision of RMF-3 in Filing 1

- 1200 Capitol Final Condominium Plat

Administrative Approvals (Encroachment Permits, Sign Permits, Use Approvals)

- Currently reviewing 2 Sign Permits, 0 Encroachment Permit, 0 Mobile Vending Permits, and 0 Use Review.
 - 48 Business Licenses have been reviewed so far this year.
 - 5 Sign Permits have been approved and issued so far this year.
 - 1 Encroachment permits has been approved and issued this year.
 - 1 Mobile Vending Permit renewal has been approved and issued this year.
 - 10 Pre-Application Meetings have been scheduled so far this year.

NOTABLE UPDATES

- Software: Staff have selected Tyler Technologies as the Department's new permitting software, and Council has approved the vendor contract. Anticipated roll out for Community Development to be concurrent with the Municipal Court.
 - ☐ Contract is complete, meeting held with Tyler, kickoff meeting being scheduled.

TRAINING/CONFERENCES:

- 2021 IECC residential and commercial overview, and overview of regional energy code amendments.
- Mountain Towns 2030 Regional Forum: Code Readiness for Colorado Mountain Communities.
- Western Matters Rural Summit
- Rocky Mountain Leadership Program
- GIS Training
- APA Colorado Conference – all Planning staff to attend Oct. 28 – 30

MAJOR CONSTRUCTION PROJECTS

Business Name	Location	Status
RHG Ph II	16186 Hwy 6	All permits issued.
Haymeadow	Mount Hope	Building permit issued for 9 single family – 3 Townhouses w/ 1 postponed till spring and 2 permits issued

Building

The figures below show general activity levels not broken down by permit type (building, plumbing, mechanical, etc.)

TYPE OF WORK PERFORMED	EOY 2024	EOY 2025	2026
Inspections (n/i Planning, Public Works)	1944	1742	1226
Permits Processed	334	425	223

P&Z and Council Meeting Schedule

July 2026
July 7 th (Work Session) • Strategic Plan
July 7 th (Planning Commission)- CANCELED due to power outage • Variance code amendments
July 14 th (Town Council) • Continued- Eagle Family LLC ROW Vacation
July 21 st (Planning Commission) • Variance code amendments
July 28 th (Town Council) • Eagle Family LLC ROW Vacation
August 2026

August 4th Work Session (Town Council & Planning Commission)
• Planning department update
August 4th (Planning Commission)
•
August 11 th (Town Council)
• Capitol Flats ROW Vacation
August 18th (Planning Commission)
•
August 25 th (Town Council)
•

PUBLIC WORKS

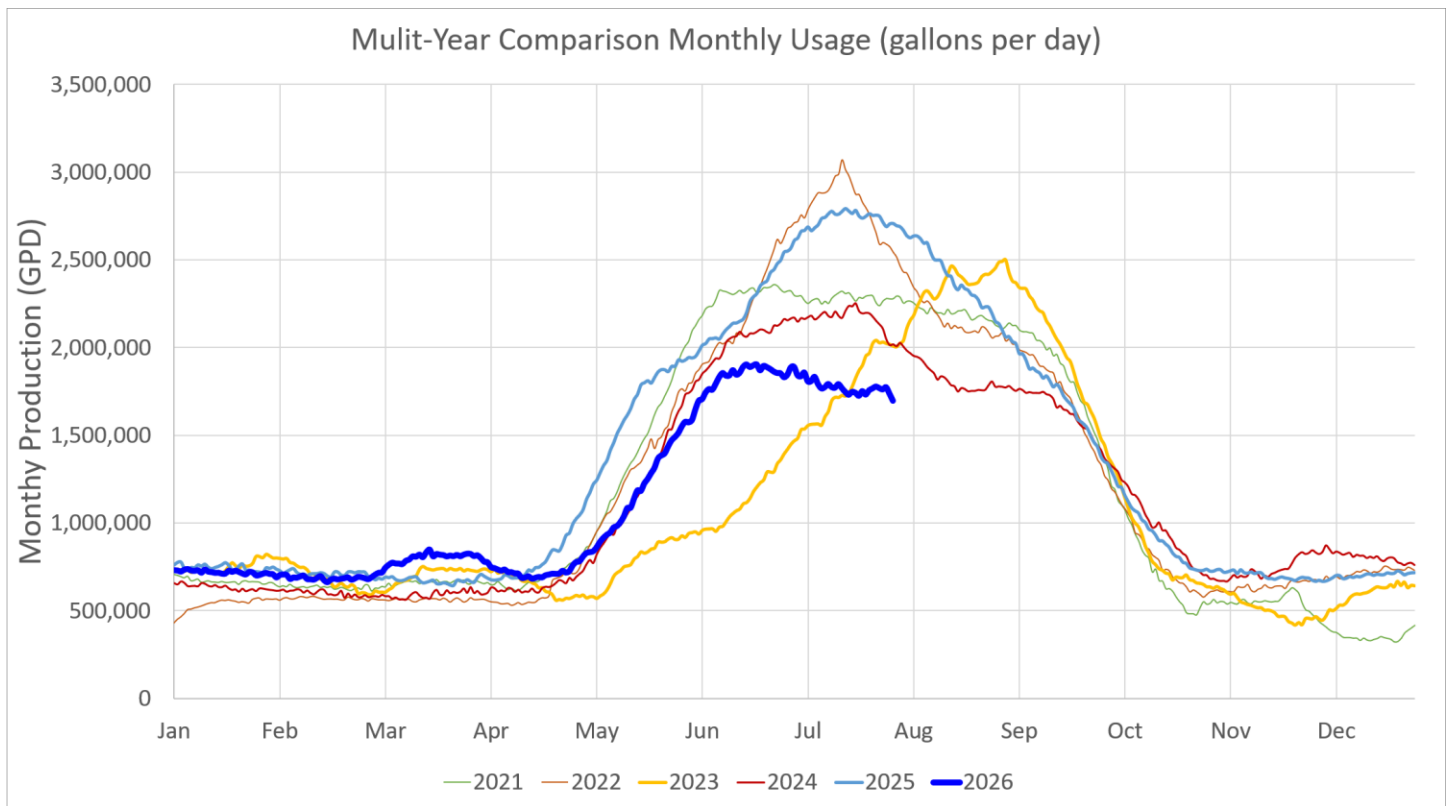
July 2026

Raw Water Supply and Stream Flows (Tom Gosiorowski, Public Works Director)

- Brush Creek Stream Flows: flows have continued to decline as the summer has progressed and are currently well below the target minimum flow of 12 cubic feet per second (cfs) in the lower reach of Brush Creek. Over the past 7 days the stream flow at our Upper Basin Water Treatment Plant intake has averaged 19 cfs, at the Brush Creek Valley Ranch the average flow has been 7 cfs, and in Eagle Ranch the average flow has been 4 cfs. The Town entered the Critical Dry Year diversion reductions per the Brush Creek Watershed Management Plan (BCWMP) on June 22nd. This is the most restrictive diversion scheme contained in the BCWMP, and the Town does not have the ability to require any further reduction in diversions. The positive takeaway here is that the 19 cfs at the Upper Basin Water Treatment Plant is well above the ~1.5 cfs being diverted into that plant, so we are not at this time in any jeopardy of being unable to produce treated water.
- Eagle River Flows: Over the past 7 days flows have averaged 138 cfs, which is only 26% of the flow for the same period in 2025, and is the lowest recorded flow for this date. This flow level is only 13% of the average flow for this time of the year.
- Treatment Plant Diversions: the 7-day average combined diversion into both treatment plants has been 3.2 cfs. This is 73% of the diversion for the same period in 2025, which demonstrates that our customers have been responsive in reducing water use due to the drought and implementation of Stage 3 water use restrictions.
- Comments on water usage: we observe that there is a large amount of water usage by customers due to leak or malfunctions, especially in irrigation systems. Town Staff routinely utilize a high usage report to identify and contact customers whose accounts show abnormal water usage. An example of this was a customer who used 150,000 gallons of water during a single week in June. This customer is a part-time resident who was not currently occupying the home and was completely unaware that they had a leak or malfunction in their irrigation system. I am optimistic that the roll out of online water usage data access will enable our customers to be far more aware of problems in their homes and that this will translate to additional reduction in water usage.

Water (Stephan Wilson, Utilities Manager)

- Potable Water Production: Through July, water production has steadily increased from 1.5 million gallons per day (MGD) at the beginning of the month to 1.7 MGD. During most years, the Town sees production increases to between 2.2 and 2.8 MGD during summer irrigation.



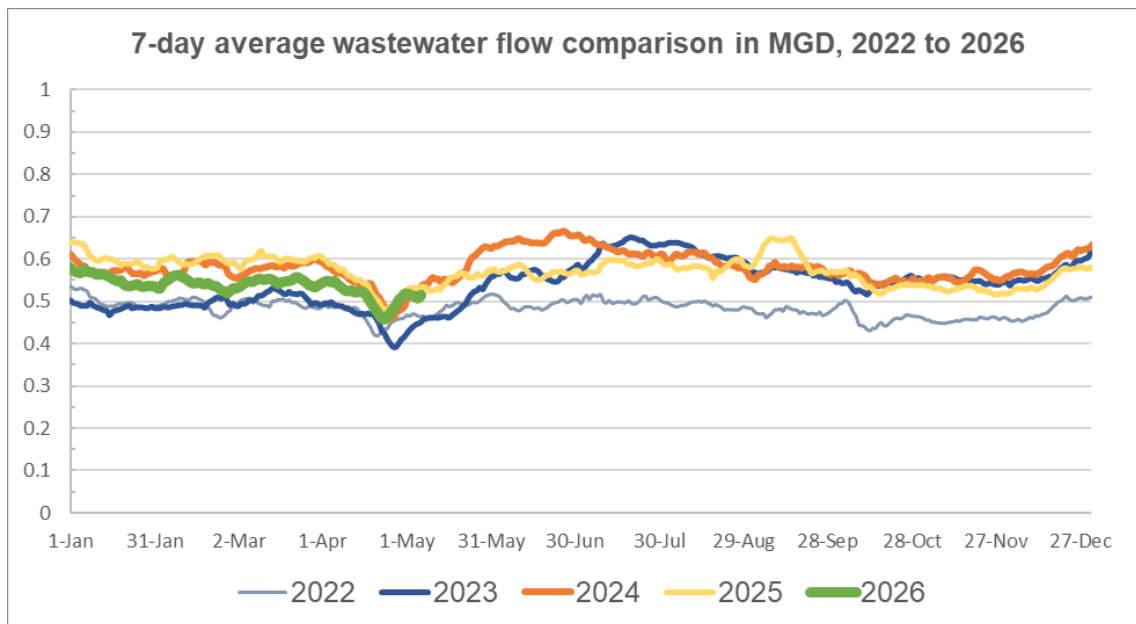
- **Repairs and Leaks:** There are currently 3 known active water leaks to fix. One on Hunters View Ln in Frost Creek, a hydrant on Thresher Ct, and a Hydrant on Abrams Creek Dr. There are two hydrants that could not be repaired without excavation in Eagle on 5th St and Arts Ct. Staff are working to get contractors for these repairs. Additional R&M Supplies and R&M Services budget will be needed to cover the final costs.
- **Lower Eby Creek Booster Pump Station Replacement:** Rice Lake West completed right-of-way (ROW) in Castle Peak Rd the week of June 29 and July 6. Both weeks involved planned water outages with both work and the outage lasting much longer than planned due to unforeseen issues with the alignment of the existing pipe. The Lower Tank has subsequently been filled, disinfected, and tested. Two of the three new pumps were pulled and replaced on July 28 to correct minor issues.



- Cemetery Tank: The new Cemetery Tank is now in service. Final revegetation work needs to be completed this fall to close the project.
- Brush Creek Transmission Main Replacement: Work is currently being done on the final project punch list. Coordination is still required with Eagle County to close the grading permit and meet the Counties' revegetation requirements.

Wastewater (Stephan Wilson, Utilities Manager)

- Flows & Loads: Weekly wastewater flows have trended at 0.51 MGD for May and June. These flows are most consistent with 2022 and around 10% less than in 2025.



- Wastewater Treatment Facility (WWTF) improvements: The Phase 1 Guaranteed Maximum Price (GPM) has been received with a cost estimate of \$5.7 million. The contract for this work will likely appear in the agenda in late August of September.

Phase 2 will be for the new building that will house supplemental chemical feeds for Alum, carbon (Micro-C) and 30% sodium hydroxide (caustic soda) required for Total Inorganic Nitrogen (TIN) and Total Phosphorus (TP) removal is currently progressing to 90% design.

- WWTF Influent Screen Replacement: This covers the replacement of one of the current influent screens that are 20-year-old with newer style of screen and trash washer/compactor. The work is being done to proactively replace at least one aging screen ahead of failure. The second screen will be replaced in upcoming years. Last month cost estimates were received for the work with an estimated installation cost of \$500,000. The budget will need to be amended to move forwards with this project. The work is to
- The Town received a second public notice for permit modification No. 1(v2). In place of continuing the permit modification process. The Town and State have agreed to address the plant modifications, permit modifications, and exiting permit renewal all together through the permit renewal process. This was done to help reduce CDPHE's workload and to encourage collaboration with the State. Currently Staff are responding to additional RFIs received from CDPHE during the permit renewal process.

Engineering (Ryan Johnson, Town Engineer)

July 2026

General Updates:

- Staffing: An Engineer I/II Project Engineer position remains vacant at this time, and is currently being advertised.
- Development review
 - Large Projects include:
 - Red Mtn Ranch Parcel 1
 - Haymeadow RMF 4 & 5
 - 446 Broadway
 - Capitol Flats
 - 301 Broadway
 - 629 Sawatch
 - 1215 Chambers

Right of Way Permitting Summary :

- Active ROW Permits: 3

Public Improvements Developer Projects

- 263 Sawatch
 - Water main extension
- Haymeadow
 - Ouzel Lane Waterline.
 - Haymeadow Phase 4 Haymeadow Drive Extension and Sewer
 - Haymeadow Filing 2 Public Improvements
 - Haymeadow Phase 3 Booster pump station
 - Haymeadow RMF 4 and 5
 - Haymeadow RMF 3 Grading Permit
- Reserve at Hocket Gulch Phase 1B and 2
 - Water and sewer installation

Pavement Management

- 2026 Resurfacing Project- Under development

Capital Improvement Projects

- Grand Avenue Corridor: Kicked off Task Order 3 with Stolfus Right of Way plans are being finalized.
- Capitol Street: Construction is ongoing. See the town website for updates.
 - Major milestones include completion of:
 - Storm Sewer
 - Water Main and Services
 - Shallow utilities
 - Street Light b
- Sylvan Lake Road: Progress is being made on the grant reimbursement and closeout documents

OPEN SPACE & TRAILS (Alex Smiley, Open Space and Trails Manager)

July 2026

OSRAC Update

During the August OSRAC meeting the committee discussed trail wayfinding, the proposed 2027 operating budget, Haymaker Trailhead improvements, and committee recruitment.

The committee supported a simplified wayfinding system with a three-tiered approach to sign standards for trailheads, trail hubs, and trail junctions.

Members were generally comfortable with the proposed operating budget and its increased emphasis on restoration supplies and volunteer recognition.

The committee also discussed the future of Haymaker Trailhead following a restroom bid that came in significantly over budget. Members supported gathering additional information about a reduced-scope vault toilet while coordinating with Mountain Recreation to evaluate utilities, future expansion plans, and the desire for increased facilities at this popular recreation hub.

Finally, OSRAC supported combining its current vacancy with the regular fall recruitment process. Upcoming work includes an August 12 site visit to review the proposed Schoolhouse Rock–Kill Bill trail connection and an alternative alignment on Town property.

Project Updates

Bear-Resistant Trash Cans



The town recently received a \$38,810 CPW grant to continue to bring the town waste infrastructure into compliance with the town's [recently passed ordinance](#). Public Works has already replaced more than 30 trash cans throughout town. Props to Kevin Fontana and the B&G team for all their work to date! The new grant funds will support the purchase of 10 new bear-resistant trash cans and the refurbishment of 21 existing cans that were acquired from the town of Avon. Remaining work will focus primarily on Broadway St. as well as identifying other high-need locations that do not currently have a public trash can. Additionally, a huge shout-out to Code Enforcement Officer Ron Delp for doing all the leg work to secure the grant!

AERI Site Visit

Staff joined representatives from the Eagle County Conservation District (ECCD), Eagle County, and America's Ecosystem Restoration Initiative (AERI) for a site visit highlighting restoration and land management projects supported by AERI funding in the Eagle County area.

The group toured several Town open space projects to review revegetation efforts, wildfire resilience work, and noxious weed management. The visit provided an opportunity to show AERI staff how grant funding and local partnerships are being put to work on the ground, while also discussing future restoration priorities and opportunities to continue building regional capacity.

Check out the synopsis of the site visit [here](#).



Volunteers

Volunteer engagement continues to increase with some of our best-attended events in July! Staff is continually amazed at the dedication of residents who contribute their free time to support such physically demanding work in harsh conditions. But the launch of the D.I.R.T. program has enabled staff to complete trail and restoration projects that are too large in scale for this small team. Staff is hopeful to continue to expand volunteer opportunities and engagement across open space. One priority is increasing volunteer recognition and expanding participation in the Adopt-a-Trail program among Eagle businesses and community partners.

- July 13th – Volunteers helped to replace a failing cattle guard on Bailey Trail.



- July 27 – Over 20 volunteers helped reroute an unsustainable section of Abrams Ridge Trail.



Please check out, promote, and sign up for any of the following volunteer opportunities if they interest you!

- [Eagle D.I.R.T. Crew](#)
 - o August 10th – Native Seed Collection
 - o August 24th – 3rd Gulch Restoration Project

STREETS (Kevin Fontana, PW Ops Manager)

July 2026

- Finished Striping on Broadway and side streets.
- I70 off ramp lights repaired
- Hauled all debris from yard waste
- Working to replace stolen street signs around town
- Several street sign repairs and replacements.
- Clear storm water drains.

B&G (Kevin Fontana, PW Ops Manager)

July 2026

- We were able to roll out three more BP trash cans.
- Met with a contractor for PD cabinet replacement. Should start by the 2nd week of August.
- Added and repaired dog poop stations along pathways
- Working with Blusky on Town Park bathroom repairs. (see Ashley's updates for more info)

River Park (Tom Gosiorowski, Public Works Director)

- The RapidBlocks were installed by S2O Engineering on Monday July 6th on features 3 and 4 within the River Park. Installation of the blocks created an immediate increase in the depth of flow over these features which will certainly improve the ability for tubes and paddle boards to pass over as river flows continue to drop. S2O also

collected velocity measurements before and after installation as required by the 404 Permit issued by the USACE. The velocities were observed to closely match the predicted velocities and to be within the limits established in the Permit.



TOWN CLERK

July 2026

[Ask the Town](#)

Date	Comment
7/2	Does a homeowner have the right to develop property beyond their fence (I assume this to be an easement area) for their own purposes? I am referring to a homeowner along the bike path between The Terrace and The Orchard who has dug holes and built mounds to create a dirt bike track. Seems odd that this could be permissible.
7/5	I read the new e-bike ordinance that was included in the most recent Eagle Today email. Is there an ordinance regarding electric motor cycles? I am extremely frustrated with these E-motorcycles in Terrace Park and the disregard the riders have for anything. They appear to be coordinated well as there are always more than one and when approached they disperse at high speed in different directions. These are far more dangerous to both the riders and the community than e-bikes and they need to be come down on hard. What is the plan if none currently exists?
7/8	Hello, I'm writing from Kernville, CA, a small whitewater town along the Kern River. The agency I work for is considering funding for a whitewater park which would be owned and operated by the County. The County is

	asking questions which I believe are fairly common for a municipality and although the project proponent is very excited, I think input from municipalities with existing parks could be a bit more impartial. I was wondering if you could answer a few questions - any thoughts would be helpful! 1. Are the features at your park static? 2. Have you had to conduct maintenance on the in-stream features, or the improved streambank? 3. What is the annual operating burden and expense? 4. How has liability insurance been covered? 5. Is there anything else you would like to share? Thanks again,
7/23	Please stop allowing children to ride e-bikes without any knowledge or concern for the rules of the road. How long until someone dies. This is absurd.

Records Requests

2021	2022	2023	2024	2025	2026
30	41	29	58	55	53

**Various Town Departments respond to Records Requests*

Licensing

- 2026 Business License New & Renewals – 340
- Liquor License Authority & Administrative Approvals
 - Liquor License Renewals in Progress: Brush Creek Saloon, City Market
 - New Liquor Licenses in Progress: Mountain Market, Lety's Mexican Bar and Grill, Spice Market

Training/Meetings

1. July 7- Town Council Work Session
2. July 14- Town Council Meeting
3. July 28- Town Council Meeting

POLICE DEPARTMENT

JULY POLICE DEPARTMENT

2026 July Calls for Service: 1,330
2026 Jan – July Calls for Service: 9,766

2025 July Calls for Service: 1,416
2025 Jan – July Calls for Service: 8,633

DEPARTMENT ANNOUNCEMENTS

NATIONAL NIGHT OUT:

We'd like to thank our community for joining us for National Night Out! We were joined by many local businesses, vendors, and members of the community to connect for an evening of fun, food, and open conversation.

We're grateful for your partnership and dedication to our community, and we hope you'll join us next year for National Night Out 2027!



BE BEAR AWARE:

Bear sightings have been reported this summer and Eagle Police responded to 19 calls involving them in July, up from 14 in June. We'd like to remind the community to Be Bear Aware and take precautions to prevent human-wildlife encounters in the community that we share. This includes securing trash and food in proper wildlife-rated containers and maintaining a safe distance from roaming wildlife.

Wildlife Protection

Reduce human wildlife interactions



 Do's  Call 911 if you are in DANGER  Close and lock your containers  Keep bird feeders out of reach of large animals  Clean your containers regularly  Have all damaged equipment fixed  Dumpsters must be wildlife resistant or proof	Don'ts   Do not approach wildlife for any reason  Do not leave pet food and other attractants outside  Do not leave your trash on curb overnight 7pm-6am  Do not feed the wildlife  Do not overfill your trash containers
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For more information on the new Wildlife Protection Ordinance please visit. 

Town of Eagle Title 8 Animals, Section 14 Wildlife Protection









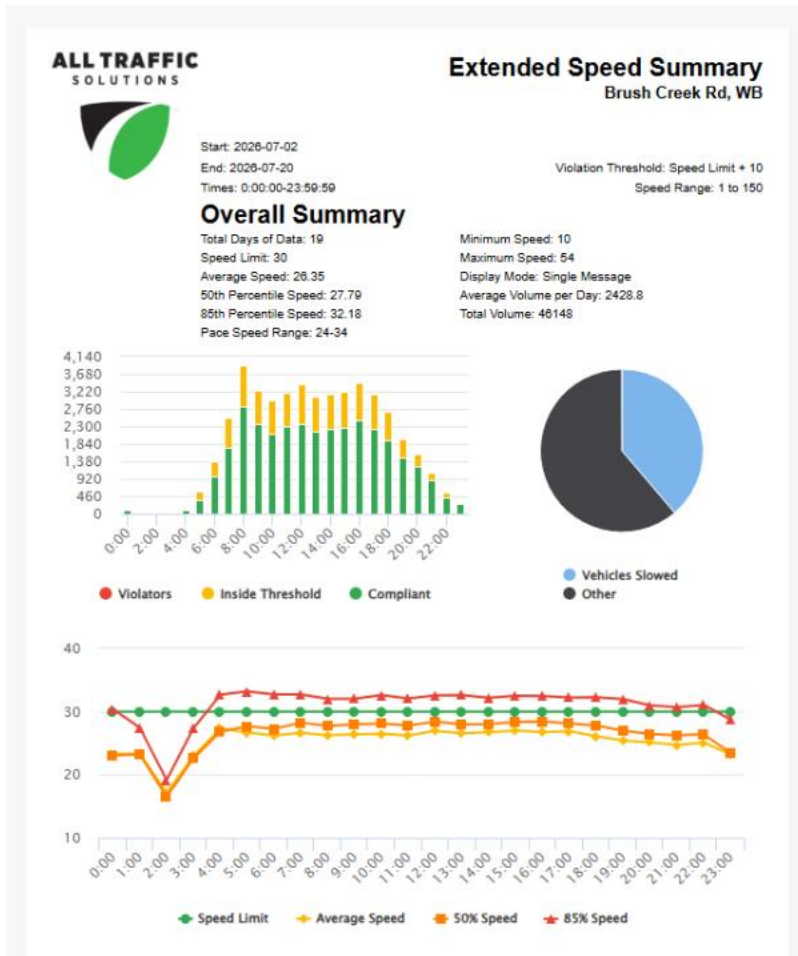
NARCAN PROJECT:

Eagle Police Department has officially enrolled in the Colorado Naloxone Project, a statewide initiative that equips law enforcement agencies to carry and distribute free naloxone (aka Narcan) kits during opioid-related calls. This program, often referred to as a "leave-behind" program, allows Officers to leave naloxone kits at the scene of an overdose or with someone at risk, empowering bystanders and loved ones to take immediate action in case of a future emergency.

EPD is proud to be the first law enforcement agency in Eagle County to participate in this program, reinforcing the department's commitment to proactive public safety, community wellness, and life-saving initiatives. Residents can learn more about the Colorado Naloxone Project at www.naloxoneproject.com/colorado.

**SPEED TRAILER:**

The speed trailer was placed on Brush Creek Road facing westbound from July 2nd to July 20th. During the date range of available data, the report shows that the average speed traveled is 26mph. The speed limit in this area is 30mph. The report also showed that 38% of vehicles slowed when approaching the sign.



NOTABLE CALLS

DON'T DRINK AND DRIVE:

Eagle PD made five DUI arrests during the month of July, marking the highest we've seen in a single month during the year 2026. One of these DUI arrests was made after a concerned driver called in another vehicle under a REDDI (Report Every Drunk Driver Immediately) report and gave a detailed description that allowed officers to locate and stop the vehicle. These incidents fall within what is referred to by various traffic safety organizations as the "100 Deadliest Days of Summer", signifying a sharp nationwide increase in motor-vehicle related fatalities. The visibility of officers on our roadways, combined with the willingness of community members to report dangerous driving, plays an important role in preventing crashes and keeping Eagle's roads safe for all.

SLOW DOWN MOVE OVER:

Officers responded to the interstate one afternoon to assist Colorado State Patrol with a vehicle that had rolled over on I70 near the Eagle Exit. Code Enforcement Officer Delp assisted with traffic control by deploying the new portable messaging sign and shutting down one lane of travel so emergency responders could safely assist the driver.



Upcoming Events

Community Table: August 20th: 80 tables will be set along Capitol Street between Founders Ave. and Sylvan Lake Road from 4p-7pm. This is a FREE event. Rain or Shine.



MUNICIPAL COURT
Court Held on: 7/1/26

July 2026 REPORT

Citations Issued	Current	YTD	2025	
Animal Control		3	26	36
Misdemeanor/Ordinance		1	28	14
Parking		1	14	66
Traffic		8	54	98
Total		13	122	178

Fines and Fees Collected	Current	YTD	2025
Total Court Costs	\$ 120.00	\$ 1,280.00	\$ 2,110.00
Total Fines	\$ 755.00	\$ 13,428.00	\$ 24,923.00
Total Surcharges	\$ 80.00	\$ 1,940.00	\$ 3,050.00
Total Third Party (Restitution)	\$ -		
Total	\$ 955.00	\$ 16,648.00	\$ 30,083.00

Dispositions (Payments or Court Appearances)	Current	YTD	2025	
Animal Control		2	14	19
Juvenile		1	9	9
Misdemeanor/Ordinance		0	6	3
Parking		1	8	15
Traffic		2	35	51
Total		6	72	97

Outstanding Fines and Fees at Collections	Total	Collection
Current	\$	325.00
1-30 Days Past Due	\$	710.00
31-60 Days Past Due	\$	350.00
61-90 Days Past Due	\$	2,615.00 **At Collections
91-180 Days Past Due		28,778.47 **At Collections



To: Mayor Woods and Town Council

From: Community Development

Date: August 11, 2026

Agenda Item: Amendments to Land Use and Development Code - Title 4 (Variances)

REQUEST

For the Town Council to review and approve staff proposed modifications to the Land Use and Development Code in reference to Section 4.17 and Section 4.20.

BACKGROUND

Town Council has placed a priority on amending the Land Use and Development Code. Specifically, Section 4.17.080. - Development review process: specific applications; Subsection F (Variances).

Community Development is proposing text amendments to modernize the Town's variance criteria. The current Code relies on overly broad language that makes it difficult for both staff and the Commission to objectively evaluate "undue hardship." The proposed amendments clarify the legal standards for a variance and align Town Code with state statutory requirements. A variance is intended to be a safety valve for properties suffering from a unique hardship (e.g., steep topography, odd lot shape) that prevents compliance with strict zoning standards (like setbacks or height limits).

Following explicit policy direction from the Town Council, staff has drafted comprehensive text amendments to the Land Use Code regarding variances. This ordinance restructures the variance framework by:

- Eliminating financial hardship criteria, allowing applicants to apply for a variance for financial hardship
- Creating a dual-tiered "Mandatory vs. Discretionary" review matrix.
- Adjusting the "call-up" mechanism with a transparent, formal appeals process.

ANALYSIS

The Town's existing variance process has historically led to inconsistent decisions and unnecessary legal vulnerability. Town Council directed staff to modernize the code to protect the integrity of the zoning standards while providing structured, predictable flexibility for unique properties.

Council Directive	Current Code Standard	Proposed Code Amendment	Regulatory Intent
1. Eliminate Financial Hardship	Explicitly bars financial, economic, or personal circumstances from being considered a legal hardship	Removes the bar on claiming financial hardship, allowing applicants to claim high construction costs or loss of potential profit as a reason for a variance request	Specific request from Town Council
2. Mandatory vs. Discretionary Criteria	A vague mix of standards where failure on one point could be ignored if the Commission felt favorable	Splits review into Mandatory Thresholds (must meet all 3) and Discretionary Findings (must meet 2 of 4).	Ensures baseline legal compliance while giving the Commission structured flexibility to weigh local impacts.
3. Formal Appeals Process	Council could "call up" any P&Z variance decision at their discretion for re-hearing.	Eliminates "call-ups." Establishes a 14-day formal appeal window to Council based on the administrative record. Planning Commission decision remains appealable to District Court.	Provides due process, cuts down on political unpredictability, and creates a clean legal record.
4. Consistent Definitions	"Undue Hardship" not clearly defined	Establishes a clear definition that is less ambiguous and up for interpretation.	Eliminates semantic confusion for staff, applicants, and the courts.

Proposed Review Criteria Matrix:

To fulfill the directive for clear, consistent standards, staff has structured the new review criteria into a two-tiered system. The Commission must find evidence of compliance with both tiers to grant an approval.

Tier 1: Mandatory Thresholds (All Three Must Be Met)

1. Physical Uniqueness - The subject property has an exceptional shape, topography, building configuration, or other exceptional site condition that is not a general condition throughout the zone district;
2. The strict application of the LUDC standards for which a variance is sought would produce undue hardship;

3. The applicant's actions did not create the hardship; and
4. The variance request will not violate building or fire code requirements.

Tier 2: Discretionary Findings (At least Two Must Be Met)

1. The variance requested does not harm the public and does not impair the intent or purposes of the LUDC, goals, and policies, including the specific regulation for which the variance is sought;
2. Neighborhood Harmony: The variance will not alter the essential character of the neighborhood or substantially impair the use/value of adjacent properties.
3. Minimum Relief: The variance requested is the absolute minimum deviation necessary to allow reasonable use of the property.
4. Environmental Protection: The variance prevents substantial disruption to a natural feature, steep slope, or historic resource on the site.

Transition from "Call-Up" to Formal Appeal

Under the old code, a vocal minority could lobby Council to "call up" a variance decision weeks after P&Z approval, creating extreme uncertainty for developers and homeowners. Adding an appeals process to variance applications allows this action to be initiated by the applicant, property owner or any adjacent property owner.

The Appeal: Appeals must be filed within 14 calendar days of the P&Z decision. Town Council will review the case strictly on the record (meaning no new evidence can be introduced) to ensure P&Z did not abuse its discretion.

Adding the Definition of "Undue Hardship"

Our current code does not provide the definition of "Undue Hardship". We are proposing to add the definition.

Chapter 4.20 – Definitions and Measurements

Section 4.20.020. - General definitions and measurement descriptions

Undue Hardship. A restriction on a specific parcel of land resulting from unique physical characteristics inherent to the property itself—such as exceptional narrowness, shallow depth, irregular shape, exceptional topography, or other extraordinary conditions—which uniquely prevents the property owner from securing a reasonable use or development of the property enjoyed by right by neighboring properties in the same zoning district.

FINDING OF FACT AND RECOMMENDATION

After reviewing the proposed amendments, the following finding of fact has been made:
In accordance with Town of Eagle Land Use and Development Code, the proposed text amendment to Title 4 is consistent with the Comprehensive Plan.

Planning and Zoning Commission forwarded a recommendation of approval on July 21, 2026. However, staff mistakenly included the recommendation to keep a ban on financial hardship in the code. Town Council's direction was to eliminate that criteria. The amended ordinance removes this provision and includes the changes recommended by the Planning and Zoning Commission of adding additional aggrieved party information and correcting the criteria inconsistencies.

Therefore, staff recommends approval.

SUGGESTED MOTION

In reference to Ordinance 08, Series 2026, An Ordinance of the Town Council of the Town of Eagle, Colorado, amending the land use code regarding variances, and appeals, finding that the amendments meet the intent of the Comprehensive Plan and fulfills Council policy direction, I move that the Town Council approves the ordinance based on the finding of fact provided in the staff report.

PUBLIC COMMENT/OUTREACH

Public hearings were noticed in accordance with Title 4 requirements.

ATTACHMENTS

- Ordinance 13 (Draft), Series 2026
- Staff Report

TOWN OF EAGLE, COLORADO ORDINANCE NO.

13

(Series of 2026)

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
MISCELLANEOUS AMENDMENTS TO TITLE 4, SPECIFICALLY CHAPTERS 17 AND 20 OF THE EAGLE
LAND USE AND DEVELOPMENT CODE RELATED TO DEVELOPMENT STANDARDS AND
PROCESSES**

WHEREAS, pursuant to C.R.S. § 31-15-103, municipalities shall have power to make and publish ordinances which are necessary and proper to provide for the safety, to preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of such municipality and the inhabitants thereof not inconsistent with the laws of this state; and

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

WHEREAS, pursuant to Section 1.01.080 of the Eagle Town Code (the “Code”), the Town Council may amend the Code and pursuant to Section 4.17.120 of the Code, the Town may amend the Land Use and Development Code (the “LUDC”); and

WHEREAS, the Town Council desires to amend Title 4 of the Code; and

WHEREAS, it is in the interest of the public health, safety, and welfare of the Town to amend the Code as set forth in this Ordinance.

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

Section 1. Amendment to Code – Table 4.17-1. Section 4.17.010 entitled “*Overview of procedural requirements.*”, Table 4-17.1 is amended as follows, with additions in double underline and deletions in ~~strikethrough~~:

Sec. 4.17.010. – Overview of procedural requirements

Table 4.17-1: Application Review Requirements								
Application Type	LUDC Section	Pre-Sub. Conf.	N'hd Mtg.	Notice	Admin (Staff)	PZC / BOA	Town Council	Form of Final Decision
Key: ✓ = Required R = Review and Recommend D = Decision A = Appeal RA = Ratify NoD = Notice of Decision Res. = Resolution Ord. = Ordinance								
Approval Processes								
Variance	4.17.080.F	✓	✓	✓	R	D	<u>A</u>	Res.

Section 2. Amendment to Code – Variance Applications. Section 4.17.080(F)(3)(a) entitled “*Application*” be amended as follows, with additions in double underline and deletions in ~~strikethrough~~:

a. *Application.*

- i. An application for a variance shall be made on a form provided by the Town and signed by the applicant which clearly states the reasons for the request and how it complies with the conditions for variance.
- ii. An applicant may request a variance concurrently with an associated development permit application by submitting a request for variance as part of the overall application package.
- iii. *Public notice and public hearing requirements.* The application shall be scheduled for a public hearing before the Planning and Zoning Commission and shall be noticed pursuant to Section 4.17.050.
- iv. The provisions of Section 4.17.060(C)(5) entitled “Referral and call-up procedures” shall not apply to any application or hearing under this Section 4.17.080(F).

Section 3. Amendment to Code – Variance Review Criteria. Section 4.17.080(F)(3)(b) entitled “*Review criteria and decision*” is hereby amended as follows, with additions

in double underline and deletions in ~~strikethrough~~:

b. *Review criteria and decision.* To approve a variance, the Planning and Zoning Commission must find that all of the following Tier 1 criteria apply and at least two of the Tier 2 criteria apply.

i. Tier 1 mandatory thresholds (all criteria must be met):

(a) ~~i.~~ The subject property has an exceptional shape, topography, building configuration, or other exceptional site condition that is not a general condition throughout the zone district;

(b) ~~ii.~~ The strict application of the LUDC standards for which a variance is sought would produce undue hardship;

(c) ~~iii.~~ The applicant's actions did not create the hardship; and

(d) The variance request will not violate building or fire code requirements.

ii. Tier 2 discretionary findings (at least two must be met):

(a) The variance requested does not harm the public and does not impair the intent or purposes of this LUDC, goals, and policies, including the specific regulation for which the variance is sought;

~~iv. The variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden;~~

~~v. The variance request will not violate building or fire code requirements; and~~

(b) ~~vii.~~ The variance is the minimum variance that will afford relief of the subject standards of the LUDC;

(c) The variance will not alter the essential character of the neighborhood or substantially impair the use/value of adjacent properties; and/or

(d) The variance prevents substantial disruption to a natural feature, steep slope, or historic resource on the site.

Section 4. Amendment to Code - Definitions. Section 4.20.020(U), of the Eagle Municipal Code, entitled "*U Terms.*", is hereby amended by adding a definition for "Undue Hardship" in double underline as follows:

Undue Hardship. A restriction on a specific parcel of land resulting from unique physical characteristics inherent to the property itself—such as exceptional narrowness, shallow depth, irregular shape, exceptional topography, or other extraordinary conditions—which uniquely prevents the property owner from securing a reasonable

use or development of the property that other neighboring properties in the same zoning district otherwise enjoy by right.

Section 4. Amendment. Section 4.17.080(F)(4), of the Eagle Municipal Code, entitled "*Post-decision actions.*", be amended as follows, with additions in double underline and deletion in ~~strikethrough~~:

4. Post-decision actions.

- a. Modification or amendment. Variance approvals cannot be modified or amended. An applicant who would like to change an approved variance shall file a new variance application.
- b. Extension and lapsing of approvals.
 - i. The property owner shall commence development or obtain the required permits to carry out the approved variance within three years of the variance approval or the approval shall be deemed lapsed.
 - ii. The Planning and Zoning Commission may grant additional extension of up to three years to any variance approval.
- c. Non-transferable. An approved variance shall apply only to the property or structure described in the approval and shall not be transferable to any other property or structure.
- d. Appeals.
 - i. Aggrieved Party. Any decision to approve, conditionally approve, or deny a variance application may be appealed to the Town Council by an aggrieved party. An "aggrieved party" is defined as the applicant, the property owner, or any adjacent property owner within the applicable distance [e.g., 300 feet] of the subject property who participated in the original hearing process (including those that presented).
 - ii. Request. An appeal shall be initiated by providing a written request with the Community Development Department within fourteen (14) calendar days of the date the final variance decision was issued.
 - i. The request shall explicitly state the specific grounds for the appeal, citing the specific code criteria that were allegedly misapplied.
 - iii. Review. The Town Council's review shall be limited to the record established by the original decision-making body. The Council shall not accept new evidence, testimony, or revised plans that were not presented during the original hearing. The Council shall review the decision to determine if the original body;
 - i. Exceeded its jurisdiction or authority;

- ii. Denied the appellant a fair hearing; or
- iii. Abused its discretion by making a decision unsupported by the evidence in the record or by misinterpreting the variance criteria.
- iv. Town Council Action. Following the public hearing, the Town Council may take one of the following actions by majority vote.
 - i. Affirm: Uphold the original decision.
 - ii. Reverse/Modify: Overturn or amend the original decision, provided the Council adopts specific findings of fact demonstrating how the original body erred.

INTRODUCED, READ, MOVED, AND ORDERED PUBLISHED ON AUGUST 11, 2026.

TOWN OF EAGLE, COLORADO

By: _____

Bryan Woods, Mayor

ATTEST:

By: _____
Camille Deering, Town Clerk



MEETING MINUTES
Planning & Zoning Commission
Tuesday, July 21, 2026, 6:00 PM
Public Meeting Room / Eagle Town Hall
200 Broadway, Eagle, CO 81631

This agenda and the meetings can be viewed at www.Townofeagle.org.

PUBLIC WIFI – Eagle Guest

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

This was an in-person meeting with the option for the public to attend via Teams.

6:00 PM - REGULAR MEETING CALLED TO ORDER

Commissioner Bill Nutkins called the meeting to order at 6:02 PM.

COMMISSIONERS PRESENT

Erin Cook, Benjamin Leape,
Keith Montag, Bill Nutkins, Colleen Sharpe,
Keegan Winkeller, KaLynn Woods (Virtual)

STAFF

Jessica Johnsen – Com Dev Director
Jessica Lake – Planner III
Gram Dick – Admin Tech II

COMMISSIONERS ABSENT

Jennifer Sturgeon

DECLARATION OF CONFLICTS OF INTEREST

No Conflicts of Interest disclosed.

APPROVAL OF MINUTES

1. Minutes approved from June 16, 2026. Motion passed unanimously. All in favor.

PUBLIC COMMENT

Commissioner Nutkins opened the floor for public comment on items not on the agenda, but there were none.

ELECTING CHAIR, VICE CHAIR

Commissioner Montag motioned to elect Commissioner Bill Nutkins as Chair of the Planning and Zoning Commission. Commissioner Winkeller seconded. All in favor.

Commissioner Montag motioned to elect Commissioner Keegan Winkeller as Vice Chair of the Planning and Zoning Commission. Commissioner Cook seconded. All in favor.

PUBLIC HEARINGS

1. **Project:** LUDC26-03, Chapter 4.17 and 4.20 Code Amendments
File #: LUDC26-03
Applicant: Town of Eagle
Location: Town of Eagle
Staff Contact: Jessica Johnsen, Community Development Director
Request: For the Planning and Zoning Commission to review and recommend approval of staff proposed modifications to the Land Use and Development Code in reference to Section 4.17 and Section 4.20.

Staff Presentation

Jessica Johnsen, the Community Development Director, presented proposed amendments to Sections 4.17 and 4.20 of the Town's Land Use and Development Code. She explained that the Town Council had identified modernization of ~~the development review process and~~ variance regulations as a priority. Ms. Johnsen stated that the proposed amendments were intended to update and clarify the Town's variance criteria, emphasizing that a variance served as a safety valve for properties experiencing unique physical circumstances that prevented compliance with zoning standards. She noted that, in response to explicit policy direction from the Town Council, staff had prepared comprehensive revisions that restructured the variance framework by eliminating financial hardship as a basis for approval, establishing a two-tiered review process consisting of mandatory thresholds and discretionary findings criteria, and replacing the existing call-up process with a formal appeals procedure.

Ms. Johnsen described the proposed two-tiered variance review framework, explaining that applicants would be required to satisfy all mandatory threshold criteria before a variance could be considered for approval. She stated that the mandatory criteria required the Commission to determine that the hardship resulted from the property's unique physical characteristics, such as its shape, size, topography, or other extraordinary conditions; that the hardship had not been created by any past or present action of the applicant or property owner; and that the request was not based on financial considerations, including increasing financial return, reducing construction costs, or accommodating personal preferences. Ms. Johnsen further explained that applicants would also be required to meet at least two discretionary findings, including demonstrating that the variance would preserve neighborhood character and not substantially impair adjacent properties, that the request represented the minimum relief necessary to allow reasonable use of the property, and that the variance would help avoid significant impacts to natural features, steep slopes, or historic resources.

Ms. Johnsen also outlined proposed changes to the variance appeal process. She explained that, under the existing Code, variance decisions approved by the Planning and Zoning Commission could be called up by the Town Council after approval, creating uncertainty for developers and property owners. The proposed amendments would replace that process with a formal appeals procedure that could be initiated by the applicant, the property owner, or any adjacent property owner. Appeals would be required to be filed within 14 calendar days of the Planning and Zoning Commission's decision, and the Town Council would review the matter based solely on the existing record without considering new evidence.

Finally, Ms. Johnsen explained that the current eCode lacked a definition of "undue hardship" and that staff proposed adding one to Section 4.20.020, General Definitions and Measurement Descriptions. She stated that the proposed definition described undue hardship as a restriction resulting from unique characteristics inherent to a specific parcel, including exceptional narrowness, shallow depth, irregular shape, exceptional topography, or other extraordinary physical conditions that uniquely prevented the property owner from achieving a reasonable use or development of the property comparable to neighboring properties within the same zoning district. In closing, Ms. Johnsen stated that staff had determined the proposed text amendments were consistent with the Town's Comprehensive Plan and the requirements of the Land Use and Development Code. Based on those findings, staff recommended approval of the amendments.

Questions for Staff

Commissioners first identified inconsistencies between the staff report and the draft resolution. Commissioner Cook noted that the "no financial justification" criteria described in the staff report as a mandatory Tier One requirement was missing from the draft ordinance. Ms. Johnsen acknowledged that the omission had been unintentional, confirmed that the provision was intended to be included, and stated that the language would be corrected before the ordinance was finalized. Commissioner Sharpe also questioned the wording of the Tier One criteria addressing self-created hardship. Specifically, she asked whether a hardship created by a previous property owner, rather than the current owner, would still qualify for consideration. Ms. Johnsen explained that the intent of the amendment was to evaluate whether the current property owner had created the hardship and confirmed that a current owner who inherited a nonconforming condition created by a previous owner could still be eligible for a variance if the circumstances otherwise met the eCode's requirements. During the discussion, Commissioner Sharpe observed that the staff report referenced both the applicant and the property owner, while the draft ordinance referred only to the applicant. Ms. Johnsen acknowledged the discrepancy and agreed to review the language and consider revising the text to better reflect the intended standard.

The Commission also discussed the proposed appeals process for variance decisions. Commissioner Sharpe requested clarification regarding the requirement that an individual must have "participated" in the original hearing to be eligible to file an appeal. Ms. Johnsen explained that participation could include speaking during the public hearing or being listed as an applicant on the land use application. Commissioner Nutkins suggested that the definition should also include individuals who submitted written public comments, noting that participation could take multiple forms. Ms. Johnsen agreed that additional clarification could be added to the ordinance to better define participation. Commissioner Sharpe asked whether a standardized appeal form would be required. Ms. Johnsen responded that appeals would simply require a written request and explained that the appellant would bear the responsibility of presenting the appeal to the Town Council. She stated that staff would facilitate the hearing process but would not advocate for either side or otherwise participate in arguing the appeal.

Commissioners also sought clarification regarding the origins of the proposed amendments and whether they reflected Town Council direction. Commissioner Montag referenced a previous variance application in which the Planning and Zoning Commission had recommended denial but the Town Council had ultimately approved the request. Commissioner Montag asked whether the current amendments had been developed with Council input. Ms. Johnsen explained that she had drafted the proposed language in response to direction provided by the Town Council during a meeting earlier in the year. She confirmed that the amendments were intended to align with the Council's policy direction and expectations.

Additional discussion focused on the proposed prohibition against granting variances based on financial justification. Commissioner Leape expressed concern that nearly every variance could indirectly increase the value or utility of a property and questioned whether the criteria might create unnecessary opportunities for opposition to challenge applications. Ms. Johnsen acknowledged that most development decisions carried some financial benefit but explained that the intent of the amendment was to prevent financial considerations alone from serving as the basis for

granting a variance. She emphasized that variances were intended to be a measure of last resort after all reasonable alternatives had been explored through the development review process and that the proposed language was designed to discourage requests based solely on reducing development costs or increasing profitability. Commissioner Nutkins provided an example of an applicant seeking relief simply to avoid constructing a required parking lot and agreed that such financial motivations should not justify a variance.

The Commission also inquired whether the proposed ordinance had undergone legal review to ensure consistency with state law. Ms. Johnsen confirmed that the Town Attorney had reviewed the ordinance, staff report, exhibits, and supporting materials before the public hearing. She explained that she had intentionally distributed meeting materials earlier than usual to allow sufficient time for legal review and noted that many of the revisions incorporated into the draft reflected recommendations from the Town Attorney. Finally, Commissioner Winkeller asked whether the proposed amendments created an administrative variance process and requested clarification regarding how such a process would function. After reviewing the draft language, Ms. Johnsen confirmed that the ordinance did not establish administrative approval of variances and clarified that all variance requests would continue to require review and action by the Planning and Zoning Commission.

Public Comment

No Public Comment.

Discussion

During their deliberation, members of the Planning and Zoning Commission discussed the proposed amendments to the Town's variance procedures and acknowledged that, while several commissioners had mixed feelings about the revisions, they recognized that the amendments reflected the policy direction provided by the Town Council. Commissioner Montag commented that the Council ultimately held the authority to adopt the ordinance and, because the proposed language had been developed in response to Council direction and had undergone legal review by the Town Attorney, it was appropriate for the Commission to move the recommendation forward and allow the Town Council to make the final decision. Commissioners also expressed appreciation for the work staff had invested in preparing the amendments, noting that the proposal appeared less extensive than anticipated.

The Commission further discussed the newly proposed two-tiered variance review process. Commissioner Nutkins observed that the mandatory and discretionary review framework differed from the variance procedures used in other municipalities where he had worked and noted that allowing applicants to satisfy only a portion of the discretionary criteria represented a new approach. While expressing some uncertainty about how the process would function in practice, Commissioner Nutkins stated that the mandatory Tier One findings contained the core requirements that should consistently be enforced. Commissioner Nutkins also acknowledged that differences in interpretation between the Planning and Zoning Commission and the Town Council could continue to occur in future variance cases but stated that only future application of the code would demonstrate how effectively the revised standards functioned.

Commissioners also revisited questions regarding language contained in the staff report that referenced the creation of a minor administrative variance process. Commissioner Winkeller explained that the statement had prompted confusion because the proposed ordinance had not included any discussion of an administrative approval process for variances or defined what would constitute a minor deviation. In response, Ms. Johnsen, clarified that the language had been inadvertently carried over from earlier materials related to a future design variance proposal and was intended to describe the existing administrative review process associated with processing variance applications rather than the creation of a new administrative variance authority. She acknowledged that the wording in the staff report should be corrected to eliminate confusion.

The Commission also carefully reviewed the draft resolution for consistency with the staff report and identified several revisions that should be made before the ordinance proceeded to the Town Council. Commissioners noted that the mandatory Tier One findings appeared inconsistent, observing that the draft resolution contained language that suggested four required findings while the staff report described only three, and that the financial justification criteria previously discussed remained absent from the ordinance text. Staff explained that some of the apparent inconsistencies resulted from editing marks and language that were intended to be removed but acknowledged that additional revisions were necessary to ensure the final document accurately reflected the intended three mandatory criteria. Commissioners further clarified that Tier One should ultimately include the physical hardship requirement, the prohibition against self-created hardship by the applicant or property owner, and the prohibition against financial hardship as justification for a variance. They also reiterated that the appeals provisions should expressly recognize written public comments as a form of participation for purposes of filing an appeal.

Motion

Commissioner Sharpe motioned to recommend approval of file LUDC26-03, Chapter 4.17 and 4.20 Code Amendments, to amend the Land Use and Development Code regarding the variance and appeals process, and including the changes made per discussion. Commissioner Montag seconded, and the motion to recommend approval passed with six votes for yes and one vote for no. Commissioner Winkeller voted against file LUDC26-03.

COMMUNITY DEVELOPMENT UPDATE

No Community Development Update.

ADJOURN

Commissioner Nutkins motioned to adjourn. Commissioner Montag seconded, and the motion to adjourn passed unanimously. All in favor.

Meeting Adjourned at 6:37 PM

AI Assistance

These meeting minutes were generated with the assistance of AI technology to enhance accuracy, organization, and clarity. The final version was reviewed and approved by Gram Dick to ensure completeness and adherence to meeting records.

Mail to:

Glenwood Springs
201 14th Street
Suite 200
Glenwood Springs, CO 81602

Aspen
0133 Prospector Road
Suite 4102-J
Aspen, CO 81611

Basalt
200 Basalt Center
Suite 200
Basalt, CO 81621

Ridgway
565 Sherman Street
Suite 6
Ridgway, CO 81432

DATE: August 4, 2026
TO: Eagle Mayor and Council
FROM: Town Attorney
RE: St. Mary's Real Estate Contract

The attached proposed ordinance ratifies the Contract to purchase 215 Capitol Street, Eagle, CO 81631 (the "Property" or "St. Mary's") between the Town and the Archdiocese of Denver (the "Seller"). Under this Contract the Town will purchase the Property for \$3,150,000 via a new loan and a lease-purchase agreement between the Town and the Seller, with \$145,000 paid in earnest money.

Deadlines

The Contract Sec. 3.1 has typical deadlines, though many are deleted due to the nature of the parties – a public entity and a large nonprofit religious entity. Some deadlines, including diligence, inspection, survey, and loan are lengthier in consideration of the extended closing date in December. The Town maintains termination rights should any objections not be resolved.

Lease Back

Part of the deal with the Seller includes acknowledgement that St. Mary's wishes to utilize the Property through January 2028. If the Seller provides the Town with notice at least 30 days prior to closing, the Seller may elect to lease back the property. This tenancy will be on a month-to-month basis at a rate of \$1.00 per month through January 31, 2028. The Seller may terminate the tenancy at any time by providing the Town with 30-days written notice of intent to terminate, at which time the Town will take possession of the Property. The Town will have reasonable access to the Property for planning purposes during the lease period.

Financing

The contract contains an objection provision that allows the Town to obtain lease-purchase financing for the purchase. Should the Town pursue this, approval will need to come back to Town Council in the form of an ordinance.

Town Specific Provisions

There are other provisions in Sec. 30 that are typical for public entities, including TABOR and indemnification limitations. We anticipate the Seller requesting to amend the contract shortly to add a similar provision that is required in any of its real estate contracts.

Closing

The closing date is December 8, 2026. The Town will obtain possession of the Property unless the Seller exercises their lease back option described above.

**TOWN OF EAGLE, COLORADO
ORDINANCE NO. 14
(SERIES OF 2026)**

AN ORDINANCE OF THE TOWN OF EAGLE, COLORADO, AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 215 CAPITOL STREET IN EAGLE, COLORADO, APPROVING THE BUY AND SELL AGREEMENT FOR THE PROPERTY AND AUTHORIZING THE TOWN MANAGER TO SIGN DOCUMENTS ON BEHALF OF THE TOWN THAT ARE NECESSARY TO CONSUMMATE THE PURCHASE OF THE PROPERTY.

WHEREAS, the Town of Eagle, Colorado (the “Town”) is a home rule municipality duly and regularly organized and now validly existing as a body corporate and public under and by virtue of the Colorado Constitution and the laws of the State of Colorado: and

WHEREAS, Section 1.04(2) of the Town’s Home Rule Charter (“Charter”) grants the Town the right to own, possess, and hold all property, real and personal; and

WHEREAS, pursuant to Section 12.01 of the Charter, any purchase of real property must be done by ordinance; and

WHEREAS, the Archdiocese of Denver is the owner of real property located at 215 Capitol Street, Eagle, Colorado (“Property”); and

WHEREAS, the Town Council of the Town of Eagle has determined that it is in the best interest of the Town to purchase the Property; and

WHEREAS, the Town has negotiated a Contract to Buy and Sell Real Estate for the Property (the “Contract”) with the Seller dated July 15, 2026. Such Contract is attached hereto as **Exhibit A**, and incorporated herein by reference; and

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

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

WHEREAS, the Council has determined that the adoption of this ordinance is in the best interest of the Town.

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

SECTION 1. The Council hereby approves the purchase of the Property pursuant to the terms of the Contract to Buy and Sell Real Estate, attached hereto as Exhibit A.

SECTION 2. The Council hereby authorizes the Town Manager to execute all documents, including but not limited to contract amendments and closing documents, as approved by the Town Attorney, on behalf of the Town that are necessary to consummate the purchase of the Property.

INTRODUCED AS AN ORDINANCE, READ, MOVED, AND ORDERED
PUBLISHED ON _____, 2026.

TOWN OF EAGLE, COLORADO

Bryan Woods, Mayor

ATTEST:

Camille Deering, Town Clerk

Exhibit A
Contract to Buy and Sell Real Estate
(See Attached)

This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.

CBS3 Contract to Buy and Sell Real Estate (Commercial)

Adoption Date: August 5, 2025

Mandatory Use Date: January 1, 2026

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: July 15, 2026

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, Colorado, (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ ~~**Tenants In Common**~~ ☒ **Other owner in fee simple.**

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

2.3. Seller. The Archdiocese of Denver Corporation, Sole as to Parcel A and The Archdiocese of Denver, Corporation, Sole, as to Parcel B and Archdiocese of Denver, Corporation sole, as to Parcel C and the Archdiocese of Denver, a Colorado corporation sole, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, as to Parcel D, (together, the Archdiocese of Denver Corporation) or (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):

Parcel A:

Lots 1, 2, 3, 4 and 5, Block 20, in the Town of Eagle, County of Eagle, State of Colorado

Parcel B:

Lot 6, Block 20, and a tract of land in Lot 7, Block 20, Town of Eagle, more particularly described as follows:

Beginning at the Northeast corner of said Lot 7; thence along the North line of Lot 7, S 89°27'W. 125.0 feet to the Northwest corner of Lot 7; thence along the West line of Lot 7, S 00°33' E. 6.0 feet; thence parallel to the North line of Lot 7, N. 89°27' E. 125.0 feet to a point on the East line of Lot 7; thence along the East line of Lot 7, N. 00°33'W. 6.0 feet to the point of beginning, County of Eagle, State of Colorado

Parcel C:

A tract of land in Lots 7 and 8, Block 20 in the Town of Eagle, Colorado, more particularly described as follows:

Beginning at a point on the West line of said Lot 8 from which the Southwest corner of said Lot 8 bears S. 00°33' E., 3.0 feet distant; thence, parallel to the South line of Lot 8 N. 89° 27' E., 125 fet to the East lin eof said Lot 8; thence N. 00°33' W. along the East line of said Lot 8 and the East line of said Lot 7, 41 feet; thence S. 89°27' W. 125 feet to the West line of said Lot 7; thence S. 00°33' E. along the West line of said Lot 7 and the West line of said Lot 8, 41 feet to the point of beginning,

County of Eagle, State of Colorado Parcel D:

54 The South Nine (9) feet of the East Seventy-One (71) feet of Lot Eight (8), and the East Seventy-One (71) feet of Lots Nine (9),
55 Ten (10), Eleven (11) and Twelve (12), in Block Twenty (20), Town of Eagle,
56 County of Eagle, State of Colorado
57
58 Except that portion conveyed in Deed recorded July 17, 1979 in Book 288 at Page 355
59
60 known as: 215 Capitol St., Eagle, CO 81631, Lot 1-8 and 8-12, Block 20, Eagle, Eagle County, Colorado
61 Street Address, City, State, Zip
62 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of
63 Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).
64 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):
65 **2.5.1. Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are
66 included unless excluded under **Exclusions:** lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside
67 telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-
68 in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers
69 (including _____ remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water**
70 **Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8.
71 (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also
72 included in the Purchase Price.
73 **2.5.2. Inclusions – Additional.** If on the Property on the date of this Contract, whether attached or not, the
74 following items are included unless excluded under **Exclusions:** storm windows, storm doors, window and porch shades, awnings,
75 blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates,
76 heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.
77 **2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the
78 Purchase Price: N/A
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85 **2.5.4. Inclusions-Encumbered.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
86 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
87 encumbrances, except: N/A
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92 Buyer ☐ **Will** ☒ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6.
93 (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive
94 such approval this Contract terminates.
95 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
96 applicable legal instrument.
97 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
98 N/A; and the use or ownership of the following storage facilities: N/A.
99 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.
100 **2.5.7. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:
101 _____
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103
104 ~~The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal~~
105 ~~property taxes for the year of Closing), liens and encumbrances, except _____. Conveyance will be by bill of sale or other applicable~~
106 ~~legal instrument.~~
107 **2.5.8. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
108 at Closing (Leased Items):
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Buyer ☐ ~~Will~~ ☐ ~~Will Not~~ assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lessor before Closing. If Buyer does not receive such approval this Contract terminates.

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

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

~~2.7. Water Rights/Well Rights.~~

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

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

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

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

☐ ~~2.7.4. Water Stock.~~ The water stock to be transferred at Closing are as follows:

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

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

~~3. DATES, DEADLINES AND APPLICABILITY.~~

~~3.1. Dates and Deadlines.~~

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	N/A
2	§ 4	Alternative Earnest Money Deadline	N/A
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	7 days + MEC
4	§ 8	Record Title Objection Deadline	21 days + MEC
5	§ 8	Off-Record Title Deadline	7 days + MEC
6	§ 8	Off-Record Title Objection Deadline	21 days + MEC
7	§ 8	Title Resolution Deadline	35 days + MEC
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	7 days + MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	7 days + MEC
		Loan and Credit	N/A
13	§ 5	New Loan Application Deadline	10/01/2026
14	§ 5	New Loan Terms Deadline	10/31/2026
15	§ 5	New Loan Availability Deadline	10/31/2026
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	30 days + MEC
26	§ 9	New ILC or New Survey Objection Deadline	60 days + MEC
27	§ 9	New ILC or New Survey Resolution Deadline	90 days + MEC
		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	60 days + MEC
31	§ 10	Inspection Objection Deadline	60 days + MEC
32	§ 10	Inspection Resolution Deadline	30 days after Objection
33	§ 10	Property Insurance Termination Deadline	10/31/2026
34	§ 10	Due Diligence Documents Delivery Deadline	7 days + MEC
35	§ 10	Due Diligence Documents Objection Deadline	21 days + MEC
36	§ 10	Due Diligence Documents Resolution Deadline	35 days + MEC
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)	30 days + MEC
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
43	§ 12	Closing Date	12/08/26
44	§ 17	Possession Date	At date of Closing or, if Seller exercises the Option, then pursuant to § 30.1.
45	§ 17	Possession Time	At 12:00 AM
46	§ 27	Acceptance Deadline Date	7/31/2026
47	§ 27	Acceptance Deadline Time	5:00 PM MST

3.2. Applicability of Terms. If any deadline in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies. The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

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

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end

164 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
165 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

166 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
167 ending date is not specified, the first day is excluded and the last day is included.

168 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
169 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
170 the deadline will not be extended.

171 **4. PURCHASE PRICE AND TERMS.**

172 **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	\$ 3,150,000.00	
2	§ 4.3.	Earnest Money		\$ 145,000.00
3	§ 4.5.	New Loan		\$ TBD
4	§ 4.6.	Assumption Balance		\$ _____
5	§ 4.7.	Private Financing		\$ _____
6	§ 4.7.	Seller Financing		\$ _____
7				
8				
9	§ 4.4.	Cash at Closing		\$ TBD
10		TOTAL	\$ 3,150,000.00	\$ 3,150,000.00

173 ~~**4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ _____ (Seller Concession). The Seller Concession may be~~
174 ~~used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the~~
175 ~~Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include,~~
176 ~~but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge,~~
177 ~~expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this~~
178 ~~Contract.~~

179 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a wire transfer, will be payable to and
180 held by Seller (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money must be tendered,
181 by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The
182 parties authorize delivery of the Earnest Money to the company conducting the Closing (Closing Company), if any, at or before
183 Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money transferred to a fund established for the
184 purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing
185 on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

186 ~~**4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the~~
187 ~~time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.~~

188 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
189 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
190 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
191 Seller agrees to execute and deliver to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
192 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
193 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
194 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
195 Release form), within three days of Buyer's receipt.

196 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
197 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller**
198 **is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

199 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
200 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer**
201 **is in Default**, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

202 **4.4. Form of Funds; Time of Payment; Available Funds.**

203 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
204 and closing costs, must be in funds that comply with all applicable Colorado laws, including wire transfers, certified check, teller's
205 check, cashier's check, and real-time or instant payment (Good Funds).

206 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
207 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
208 **NONPAYING PARTY WILL BE IN DEFAULT.**

209 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☐ Does ☒ **Does Not** have
210 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

211 **4.5. New Loan.**

212 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
213 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

214 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
215 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional
216 Provisions).

217 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
218 ☐ **Conventional** ☒ **Other** Lease Purchase Agreement.

219 ~~**4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance~~
220 ~~set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest presently at the rate of~~
221 ~~_____ % per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance**~~
222 ~~**Premium** and ☐ _____~~

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

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

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

233 ~~**4.7. Seller or Private Financing.**~~

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

238 ~~**4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer**~~
239 ~~☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private**~~
240 ~~**Financing Deadline**.~~

241 ~~**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon~~
242 ~~Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,~~
243 ~~and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,~~
244 ~~if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.~~

245 ~~**4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private~~
246 ~~financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its~~
247 ~~availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**~~
248 ~~**or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.~~

249

TRANSACTION PROVISIONS

250 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

251 **5.1. New Loan, Assumption Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more
252 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
253 application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such
254 loan or approval.

255 **5.2. New Loan Terms; New Loan Availability.**

256 **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
257 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
258 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
259 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
260 satisfactory to Buyer, in Buyer's sole subjective discretion.

261 **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
262 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
263 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
264 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the

265 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
266 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
267 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
268 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
269 Survey).

270 ~~5.3. Credit Information.~~ This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's
271 financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must
272 supply to Seller by ~~Buyer's Credit Information Deadline~~, at Buyer's expense, information and documents (including a current
273 credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's
274 financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in
275 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
276 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
277 financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or
278 before ~~Disapproval of Buyer's Credit Information Deadline~~.

279 ~~5.4. Existing Loan Review.~~ Seller must deliver copies of the loan documents (including note, deed of trust and any
280 modifications) to Buyer by ~~Existing Loan Deadline~~. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review
281 and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before ~~Existing Loan~~
282 ~~Termination Deadline~~, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the
283 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without
284 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~~
285 ~~Deadline~~, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in
286 Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such
287 compliance as set forth in § 4.6.

288 6. APPRAISAL PROVISIONS.

289 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
290 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
291 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
292 valued at the Appraised Value.

293 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
294 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

295 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
296 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
297 **Objection Deadline**:

298 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
299 or

300 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
301 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

302 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
303 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
304 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
305 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

306 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
307 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting)
308 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
309 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
310 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
311 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

312 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer**
313 ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
314 agent or all three.

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

317 ~~7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON~~
318 ~~INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF~~
319 ~~THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE~~
320 ~~COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE~~
321 ~~ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL~~

322 ~~OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS~~
323 ~~OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD~~
324 ~~PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS~~
325 ~~AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING~~
326 ~~CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A~~
327 ~~COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF~~
328 ~~PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL~~
329 ~~OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE~~
330 ~~DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE~~
331 ~~ASSOCIATION.~~

332 ~~7.2. Association Documents to Buyer.~~ Seller is obligated to provide to Buyer the Association Documents (defined below),
333 at Seller's expense, on or before ~~Association Documents Deadline~~. Seller authorizes the Association to provide the Association
334 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
335 of the Association Documents, regardless of who provides such documents.

336 ~~7.3. Association Documents.~~ Association documents (Association Documents) consist of the following:

337 ~~7.3.1.~~ All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
338 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
339 C.R.S.;

340 ~~7.3.2.~~ Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
341 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
342 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
343 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

344 ~~7.3.3.~~ List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
345 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
346 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
347 (Association Insurance Documents);

348 ~~7.3.4.~~ A list by unit type of the Association's assessments, including both regular and special assessments as
349 disclosed in the Association's last Annual Disclosure;

350 ~~7.3.5.~~ The Association's most recent financial documents which consist of: (1) the Association's operating budget
351 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
352 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
353 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
354 Association's community association manager or Association will charge in connection with the Closing including, but not limited
355 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
356 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
357 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
358 7.3.5., collectively, Financial Documents);

359 ~~7.3.6.~~ Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
360 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
361 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
362 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
363 elements or limited common elements of the Association property.

364 ~~7.4. Conditional on Buyer's Review.~~ Buyer has the right to review the Association Documents. Buyer has the Right to
365 Terminate under § 24.1., on or before ~~Association Documents Termination Deadline~~, based on any unsatisfactory provision in
366 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
367 ~~Association Documents Deadline~~, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
368 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
369 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after ~~Closing~~
370 ~~Date~~, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
371 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
372 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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

374 8.1. Evidence of Record Title.

375 ☐ 8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance
376 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
377 to Buyer a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
378 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
379 and delivered to Buyer as soon as practicable at or after Closing.

380 ☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
381 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
382 Seller a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
383 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

384 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
385 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
386 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
387 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
388 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
389 ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
390 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
391 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
392 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
393 § 8.7. (Right to Object to Title, Resolution).

394 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
395 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
396 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
397 Documents).

398 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
399 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
400 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
401 party or parties obligated to pay for the owner's title insurance policy.

402 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
403 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

404 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
405 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
406 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
407 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
408 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
409 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
410 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
411 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
412 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
413 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
414 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
415 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
416 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
417 Documents as satisfactory.

418 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
419 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
420 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
421 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
422 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
423 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
424 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
425 (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
426 until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
427 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is
428 governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to
429 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record
430 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

432 **8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.**

433 **8.5. Tax Certificate.** A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property (Tax Certificate) must be delivered
434 to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole
435 subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate
436 after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate
437 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
438 if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate

439 must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer
440 accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's
441 loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for
442 by Seller.

443 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
444 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
445 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
446 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
447 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
448 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
449 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
450 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

451 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
452 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
453 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
454 applicable deadline, Buyer has the following options:

455 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
456 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
457 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
458 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
459 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
460 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
461 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
462 applicable documents; or

463 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
464 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

465 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
466 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
467 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
468 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
469 laws and governmental regulations concerning land use, development and environmental matters.

470 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
471 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
472 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
473 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
474 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
475 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
476 **GAS OR WATER.**

477 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
478 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
479 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
480 **RECORDER.**

481 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
482 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
483 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
484 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

485 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
486 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
487 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
488 **AND GAS CONSERVATION COMMISSION.**

489 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
490 not covered by the owner's title insurance policy.

491 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to
492 Buyer on or before the **Mineral Rights Examination Deadline**.

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

494 **9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC); or, (2)**
495 ☒ **New Survey in the form of LSP; is required and the following will apply:**

496 **9.1.1. Ordering of New ILC or New Survey.** ☒ Seller ☐ Buyer will order the New ILC or New Survey. The
497 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
498 after the date of this Contract.

499 **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
500 Closing, by: ☒ Seller ☐ Buyer or:

503 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
504 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**
505 **Deadline.**

506 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
507 all those who are to receive the New ILC or New Survey.

508 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
509 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
510 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
511 Seller incurring any cost for the same.

512 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
513 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
514 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

515 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

516 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
517 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

518 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
519 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
520 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
521 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
522 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

526 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
527 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
528 to Seller's actual knowledge and current as of the date of the Seller's Property Disclosure Deadline.

529 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose, in
530 writing, to Buyer any adverse material facts actually known by Seller as of the date of this Contract. In the event Seller discovers an
531 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to
532 Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure.
533 Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property, Inclusions, and included
534 Leased Items to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

535 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
536 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
537 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
538 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
539 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
540 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
541 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
542 sole subjective discretion, Buyer may:

543 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, Buyer may notify Seller in
544 writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously
545 deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection
546 to Seller pursuant to § 10.3.2.; or

547 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
548 description of any unsatisfactory condition that Buyer requires Seller to correct.

549 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller on or before **Inspection Objection**
550 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
551 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection

552 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
553 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
554 executing an Earnest Money Release.

555 **10.4. Damage and Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
556 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
557 Buyer's request (Work) and must pay for any damage that occurs to the Property, Inclusions, and included Leased Items as a result
558 of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer
559 agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and
560 caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller
561 to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees,
562 legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items
563 performed pursuant to an Inspection Resolution.

564 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
565 **Deadline**, based on, in Buyer's sole subjective discretion, any unsatisfactory provision of the availability, terms and conditions and
566 premium for property insurance (Property Insurance) on the Property.

567 **10.6. Due Diligence.**

568 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
569 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
570 **Deadline:** _____

571 ~~**10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy~~
572 ~~agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing~~
573 ~~are as follows (Leases):~~
574 _____

575
576
577 ~~**10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.8., Leased Items) will be~~
578 ~~transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to~~
579 ~~Buyer on or before Due Diligence Documents Delivery Deadline.~~

580 ~~**10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered~~
581 ~~pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other~~
582 ~~documents creating the encumbrance to Buyer on or before Due Diligence Documents Delivery Deadline.~~

583 ~~**10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless of~~
584 ~~its name or title).~~

585 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government
586 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

587 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
588 of the following:

589 ☒ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the
590 Property;

591 ☒ **10.6.1.6.2.** Property tax bills for the last 10 years;

592 ☒ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including
593 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
594 extent now available;

595 ☐ ~~**10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;~~

596 ☐ ~~**10.6.1.6.5.** Operating statements for the past _____ years;~~

597 ☐ ~~**10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;~~

598 ☐ ~~**10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete~~
599 ~~but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;~~

600 ☒ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which
601 have been made for the past 10 years;

602 ☒ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
603 not delivered earlier under § 8.3.);

604 ☒ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
605 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
606 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
607 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
608 Seller;

609 ☒ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
610 compliance of the Property with said Act;

☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.6.13.** Other: Any conceptual redevelopment site design plans.

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

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

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

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

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

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

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

~~If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 20 days (**Extended Environmental Inspection Termination Deadline**) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing Date, the Closing Date will be extended a like period of time. In such event, ☒ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.~~

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

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

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

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

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

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into

any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

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

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

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

11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

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

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

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

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

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

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

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

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

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless otherwise agreed to in this Contract or by Buyer in writing, any amounts owed on any liens or encumbrances against the Property or Inclusions, including any governmental liens for special

improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid before Closing by Seller, at Closing from the proceeds of this transaction, or from any other source.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.9. FIRPTA and Colorado Withholding.

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

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

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

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

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

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

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

779 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

780 ~~**16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in~~
781 ~~advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all~~
782 ~~Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments~~
783 ~~for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing~~
784 ~~Documents. Any special assessment assessed prior to Closing Date by the Association will be the obligation of ☐ Buyer ☐~~
785 ~~Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of~~
786 ~~Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in~~
787 ~~Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current~~
788 ~~regular assessments and _____. Association Assessments are subject to change as provided in the Governing Documents.~~

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

791 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
792 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 500 per day (or any part of a day notwithstanding
793 § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim
794 against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

795 GENERAL PROVISIONS

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

799 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
800 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
801 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
802 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
803 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
804 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
805 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
806 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
807 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
808 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
809 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
810 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
811 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

812 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
813 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
814 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
815 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
816 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
817 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
818 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
819 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
820 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
821 Closing.

822 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
823 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
824 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
825 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
826 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
827 of the Property or Inclusions. Such credit will not include relocation benefits or expenses or exceed the Purchase Price.

828 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
829 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.
830

831 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
832 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
833 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal

834 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
835 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
836 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
837 be complied with.
838

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

843 **20.1. If Buyer is in Default:**

844 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
845 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
846 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
847 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

848 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
849 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
850 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
851 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
852 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

853 **20.2. If Seller is in Default:**

854 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
855 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
856 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
857 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
858 or damages, or both.

859 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
860 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
861 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
862 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
863 Contract are reserved and survive Closing.

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

867 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and the dispute is not resolved,
868 the parties must first proceed, in good faith, to mediation before proceeding to arbitration or litigation. Mediation is a process in
869 which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot
870 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in
871 writing. A party requesting mediation must deliver written notice requesting mediation to the other party as provided in § 26. The
872 parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate,
873 unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date of written notice requesting
874 mediation. Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property,
875 before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise
876 agreed.

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

889 **24. TERMINATION.**
890 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
891 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
892 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
893 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
894 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
895 in the Contract is ineffective and does not terminate this Contract.
896 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely
897 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

904 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**
905 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
906 § 26.2. and § 26.3. and is effective when physically received by such party, any individual named in this Contract to receive
907 documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery
908 after Closing must be received by the party, not Broker or Brokerage Firm).
909 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
910 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
911 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
912 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.
913 **26.3. Electronic Delivery.** Electronic Delivery of documents may be delivered by: (1) email at the email address of the
914 recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents,
915 or (3) facsimile at the facsimile number (Fax No.) of the recipient.
916 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
917 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
918 located in Colorado.

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

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

928 ~~**29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as~~
929 ~~follows:~~
930 ~~_____ **29.1.** _____% of the Purchase Price or \$_____ by Seller. Buyer's brokerage firm is an intended third party beneficiary~~
931 ~~under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on~~
932 ~~behalf of Buyer elsewhere in this Contract.~~
933 ~~_____ **29.2.** _____% of the Purchase Price or \$_____ by Buyer pursuant to a separate agreement between Buyer and Buyer's~~
934 ~~brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.~~
935 ~~_____ **29.3.** _____% of the Purchase Price or \$_____ by a separate agreement between Buyer's brokerage firm and Seller's~~
936 ~~brokerage firm.~~

937

ADDITIONAL PROVISIONS AND ATTACHMENTS

938 **30. ADDITIONAL PROVISIONS. The following additional provisions have not been approved by the Colorado Real**
939 **Estate Commission:**

940 **30.1 LEASE BACK AND POSSESSION.**

941 30.1.1. § 17 notwithstanding, after the Closing of this Agreement but before Possession of the Property, in consideration of
942 this Agreement, the Seller shall have an option to lease back the Property or a portion thereof from the Buyer (the “**Option**”). Seller
943 shall provide Buyer with notice intent to exercise the Option at least 30 days prior to Closing, and in such event the Parties shall
944 enter into a lease agreement to supplement the terms contained herein. Such tenancy shall be on a month-to-month basis (a periodic
945 tenancy) at a rate of \$1.00 per month. Seller shall additionally be responsible for all utilities, insurance, taxes, and maintenance
946 during the term of the tenancy. Seller may terminate said tenancy for any reason by providing Buyer with 30-days written notice of
947 intent to terminate (“**Notice of Termination**”) at which time Buyer shall take possession of the Property.

948 30.1.2. Legal possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
949 unless Seller exercises the Option, in which case Seller may continue to occupy the Property until such time as Seller has provided
950 Notice of Termination, but in no event later than January 31, 2028.

951 30.1.3. During all periods in which the Seller occupies the Property as a tenant, the Seller shall provide reasonable access to
952 the Buyer for purposes of inspecting, preparing and performing minor renovations to the Property in anticipation of Buyer’s
953 possession of the Property.

954
955 **30.2 INDEMNITY LIMITATION.** § 10.4 is amended with the inclusion of “to the extent permitted by law” preceding any
956 indemnification by Buyer.

957
958 **30.3 TOWN COUNCIL APPROVAL, APPROPRIATIONS.** This Agreement is subject to Article X, Section 20 of the
959 Colorado Constitution (TABOR) and Colorado’s laws as to appropriation of funds. This Contract requires and is expressly
960 contingent upon the approval and ratification of the Agreement by the Town Council of the Town of Eagle, a Colorado Home Rule
961 Municipality. Closing is contingent on Town Council approval of a supplemental appropriation for the purchase of the Property,
962 and this Agreement shall automatically terminate if not approved or sufficient funds are not appropriated.

963
964 **30.4 § 10.6. DUE DILIGENCE DOCUMENTS.** The Due Diligence Documents to be delivered by Seller to Buyer on or before
965 the Due Diligence Documents Delivery Deadline pursuant to § 10.6 shall include copies of any of the following, to the extent the
966 following exist and are in Seller’s possession or control: utility bills and property tax statements relating to the Property for the last
967 12 months; architectural drawings, blueprints, as-built construction plans and any other plans or specifications regarding any
968 improvements on or to the Property; any prior surveys of the Property; certificate(s) of occupancy, certificate(s) of completion, or
969 other governmental approval(s) regarding any improvements on or to the Property; any property insurance claims submitted
970 (whether paid or not); warranties; inspection, soil, drainage, percolation, environmental conditions and similar reports relating to
971 the Property. The bill of sale shall be deemed to assign to Buyer all assignable warranties regarding the Property or Inclusions.

972
973 **30.5 PROHIBITION ON NEW ENCUMBRANCES.** Seller shall not, without Buyer’s prior written consent, create, permit,
974 suffer, or consent to the recording or imposition of any new lien, encumbrance, easement, covenant, restriction, or other exception
975 to title affecting the Property. If any New Encumbrance is recorded against the Property or otherwise comes into existence after
976 the Effective Date, then: 1. Seller shall notify Buyer in writing within three business days after Seller obtains actual knowledge of
977 such New Encumbrance; 2. Buyer shall have 14 days from the later of (i) receipt of Seller’s notice or (ii) Buyer’s discovery of the
978 New Encumbrance, to object in writing to such New Encumbrance. If Buyer timely objects to any New Encumbrance, Seller shall
979 have 30 days from receipt of Buyer’s objection to remove or cure such New Encumbrance to Buyer’s reasonable satisfaction. If
980 Seller fails to timely remove or cure any objected-to New Encumbrance, Buyer may, as Buyer’s sole and exclusive remedy
981 Terminate this Contract or Waive the objection and proceed to Closing, accepting title subject to such New Encumbrance without
982 reduction in the Purchase Price or other adjustment. This provision shall not apply to liens for current year real property taxes and
983 assessments not yet due and payable.

985 **31. OTHER DOCUMENTS.**
986 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:
987 Residential Addendum

988
989
990 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:
991
992
993

994

SIGNATURES

995 Buyer's Name: Town of Eagle, Colorado Buyer's Name: _____

Melissa Daruna 7.17.26

Buyer's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Buyer's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

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

Seller's Name: Archdiocese of Denver

Patrick Brady

07/30/2026

Seller's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Seller's Name: _____

Seller's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

997
998

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: Coldwell Banker Distinctive Properties
Brokerage Firm's License #: EC100032877
Broker's Name: Scott Schlosser and Harrison Sanchez
Broker's License #: FA100106080

Broker's Signature

Date

Address: 27 Main Street Suite 107C Edwards, CO 81632

Phone No.: 970-390-8551

Fax No.:

Email Address: Scott@SSGVail.com &
Harrison@SSGVail.com

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: Coldwell Banker Distinctive Properties
Brokerage Firm's License #: EC100032877
Broker's Name: Scott Schlosser and Harrison Sanchez
Broker's License #: FA100106080

Broker's Signature

Date

Address: 27 Main Street Suite 107C Edwards, CO 81632

Phone No.: 970-390-8551

Fax No.:

Email Address: Scott@SSGVail.com & Harrison@SSGVail.com

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(RA33-8-24) (Mandatory 8-24)

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

RESIDENTIAL ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE

Date: July 15, 2026

1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. This Residential Addendum (Addendum) is made a part of the following contract that is checked:

☐ **Contract to Buy and Sell Real Estate (Land)** between Seller and Buyer (Contract) dated _____ relating to the sale of the Property, or;
☒ **Contract to Buy and Sell Real Estate (Commercial)** between Seller and Buyer (Contract) dated July 15, 2026 relating to the sale of the Property

known as 215 Capitol Street, Eagle, CO 81631 (Property).
Street Address City State Zip

This Addendum shall control in the event of any conflict with the Contract. Except as modified, all other terms and provisions of the Contract shall remain the same. Terms used herein shall have the same meaning as in the Contract.

2. PURPOSE. The Property contains, in part, one or more residences but the Contract does not contain required provisions that are set forth in this Addendum. The Contract provisions are added or amended as follows:

2.5.4. Home Warranty. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loan: ☐ **Conventional** ☐ **FHA** ☐ **VA** ☐ **Bond** ☒ **Other** Lease Purchase Agreement.
If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed \$ _____.

4.5.4. Loan Estimate – Monthly Payment and Loan Costs. Buyer is advised to review the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of Buyer's monthly mortgage payment.

~~**6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than \$ _____. The purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself/themselves that the price and condition of the Property are acceptable.~~

~~**6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.~~

8.4. Special Taxing/Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY

TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: _____.

8.5. Tax Certificate. A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property listing any special taxing/metropolitan districts that affect 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.

~~**10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.~~

~~**Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**~~

10.10. Lead-Based Paint.

10.10.1. Lead-Based Paint Disclosure. Unless exempt, if the Property includes one or more residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

10.10.2. Lead-Based Paint Assessment. If Buyer elects to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint as satisfactory, and Buyer waives any Right to Terminate under this provision.

10.11. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

10.12. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

116 AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF
117 PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES
118 ADVICE ABOUT “RADON AND REAL ESTATE TRANSACTIONS IN COLORADO” IS AVAILABLE AT:
119 [HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE](https://cdphe.colorado.gov/radon-and-real-estate).
120
121
122
123
124

<u>Melissa Daruna</u>	<u>7.17.26</u>		
Buyer	Date	Buyer	Date
<u>Patrick Brady</u>	<u>07/30/2026</u>		
Seller	Date	Seller	Date

125