



ARCHULETA COUNTY
BOARD OF COUNTY COMMISSIONERS

CALL TO ORDER THE REGULAR MEETING OF APRIL 5, 2016 AT 9:00 A.M.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

DISCLOSURES AND/OR CONFLICT OF INTEREST

APPROVAL OR ADJUSTMENTS TO AGENDA

* Executive Session - Specific Agenda Topic

PUBLIC COMMENTS FROM THE FLOOR*

This is an opportunity during the session for the public to address the Commissioner. Please step up to the podium, **STATE YOUR NAME AND ADDRESS FOR THE RECORD** and keep your comments to 3 minutes (**the Board is not required to discuss your comment or make a decision regarding your comment, under this section**).

PROCLAMATIONS

A. Proclamation For Archuleta County Department Of Humand Services -Child Abuse And Neglect Awareness

April is National Child Abuse Prevention Month, which provides us an opportunity to reflect on how we are doing as a community in working together to support healthy kids and strong families.

The proclamation is an important tool for getting information out to the community about Child Abuse and Neglect month and prevention services offered in Archuleta County and will be read by Stacey Foss, Protective Services Supervisor.

Presenter	Stacey Foss
Presenter's Title	Protective Services Supervisor

Documents: [CHILD ABUSE AND NEGLECT PROCLAMATION 2016.PDF](#)

CONSENT AGENDA

A. PAYROLL, PAYABLE WARRANTS AND PURCHASE CARDS

For March 16, 2016 - April 5, 2016

B. REGULAR MEETING MINUTES

Regular Meeting Minutes of 03-15-16

Draft for approval for the minutes of March 15, 2016.

Documents: [03-15-16R.PDF](#)

C. Awarding 2016 Gravel Supply Contract

On March 24, 2016, we received the bid for the supply of gravel for the 2016 Road Program. A total of one bid was received as follows:

Supplier	Pit Location	Cost
Strohecker	Keyah Grande	\$8.90

Staff Evaluated the bid based upon cost and pit location in proximity to the roads we will be applying gravel.

Recommended Action:

Staff recommends awarding the 2016 gravel supply contract to Strohecker Asphalt and Paving for \$8.90/Ton.

Presenter	Ken Feyen
Presenter's Title	Public Works Director

Documents: [BID FORM 2016 AGGREGATE SUPPLY \(003\).PDF](#), [IFB FOR 2016 AGGREGATE SUPPLY \(004\).PDF](#)

D. Consideration And Approval Of A Brew Pub Liquor License For Tony's Taps, LLC Dba Pagosa Brewing Company

Responsible Staff Person: Tonya McCann, Executive Assistance

Documents: [PAGOSA BREWERY 2016 RENEWAL.PDF](#)

E. Consideration And Approval Of The Position Classification Pay Scale Update

Due to the resignation of the Elections Administrator, the County Clerk & Recorder is requesting to add a position of "Elections Deputy" to the Position Classification Pay Scale.

The Elections Administrator position will not be filled in the immediate future, a current department employee will be moved into the new Elections Deputy position, their position backfilled with a new hire.

Presenter	Robert Smith
Presenter's Title	Human Resources Administrator

Documents: [CLASSIFICATION PAY SCALE UPDATE.PDF](#)

F. Consideration Of Resolution 2016 - _____ To Consolidate 2 Lots Into 1 Lot Lake Hatcher Park Owned By Barry And Loretta L. Kissell Revocable Trust

This request is to consider the Resolution authorizing the consolidation of Lots 121 and 122 Lake Hatcher Park, to become Lot 121X owned by Barry and Loretta L. Kissell Revocable Trust

Presenter	Bentley Henderson
Presenter's Title	County Administrator

Documents: [KISSELL LOT CONSOLIDATION RESOLUTION.PDF](#), [KISSELL O AND E.PDF](#)

G. Consideration Of Resolution 2016 - _____ To Consolidate 2 Lots Into 1 Pagosa In The Pines Unit 2 Owned By Kelly R. And Anne Baalman

This request is to consider the Resolution authorizing the consolidation of Lots 340 and 341 Pagosa in the Pines Unit 2, to become Lot 340X owned by Kelly R. And Anne Baalman

Presenter Bentley Henderson
Presenter's Title County Administrator

Documents: [BAALMAN LOT CONSOLIDATION RESOLUTION.PDF](#), [BAALMAN O AND E.PDF](#)

NEW BUSINESS

A. Consideration And Approval Of The Regional Trail And Construction And Grant Administration Agreement Between Pagosa Lakes Property Owners Association And Archuleta County

The County in conjunction with the PLPOA, pursued and received a grant from the State of Colorado, Department of Natural Resources, Division of Parks and Wildlife for the construction of trails in the Pagosa Lakes area.

Presenter Bentley Henderson
Presenter's Title County Administrator

Documents: [PLPOA REGIONAL TRANT CONSTRUCTION AND GRANT AGREEMENT.PDF](#)

B. Review And Consider Waiving Fees At The County Recycling Facility For The Week Of April 16th Through April 23rd, 2016 In Recognition Of Earth Day

This is a request by Southwest Organization for Sustainability (SOS) to waive the drop-off fees at the County's Recycling Facility in recognition of Earth Day, which is April 22, 2016. The request is for the waiver of fees for the entire week of April 16 through April 23, 2016.

Presenter Bentley Henderson
Presenter's Title County Administrator

Documents: [RECYCLE FEE WAIVER.PDF](#)

C. Consideration And Approval Of An Agreement Between Old Town Market And Archuleta County

This Agreement is for food services for the inmates held at the Archuleta County Sheriff's Office.

Presenter Rich Valdez
Presenter's Title Sheriff

Documents: [SHERIFF FOOD SERVICES AGREEMENT.PDF](#)

D. Consideration Of A Letter To Senator Ellen Roberts And Representative J. Paul Brown Regarding HB 16-1355

Documents: [SENATOR ROBERTS LETTER.PDF](#), [REPRESENTATIVE J PAUL BROWN LETTER.PDF](#)

PUBLIC COMMENTS FROM THE FLOOR

This is an opportunity during the session for the public to address the Commissioners on a

subject not covered on the agenda. Please step up to the podium, **STATE YOUR NAME AND ADDRESS FOR THE RECORD** and keep your comments to 3 minutes (**the Board is not required to discuss your comment or make a decision regarding your comment, under this section**).

MEDIA QUESTIONS

COMMISSIONER COMMENTS

EXECUTIVE SESSION

Per C.R.S. 24-6-402(4):

The Board reserves the right to meet in executive session for any purposes allowed and announced prior to voting to enter into executive session.

ADJOURNMENT OF THE REGULAR BOCC MEETING

All meetings to be held in the Archuleta County Administration Offices
398 Lewis Street, unless otherwise stated.
All Regular and Special BoCC Meetings are recorded.

**Proclamation
Child Abuse and Neglect Prevention Month
April 2016**

WHEREAS, children are key to future success, prosperity, and quality of life; while children are our most precious resource, they are also our most vulnerable; and

WHEREAS, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

WHEREAS, research also shows that parents and caregivers who have social networks and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and

WHEREAS, individuals, businesses, schools, and faith-based and community organizations must make children a top priority and take action to support the physical, social, emotional, and educational development and competency of all children; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; communities must make every effort to promote programs that benefit children and their families.

NOW, THEREFORE, the Archuleta County Board of County Commissioners hereby proclaims the month of April 2016 as

CHILD ABUSE AND NEGLECT PREVENTION MONTH

and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and neglect and strengthening the community in which we live.

The Archuleta County Board of County Commissioners commends this observance during April 2016 to the citizens of Archuleta County and urges all citizens to engage in activities that strengthen families and communities to provide the optimal environment for children to learn, grow, and thrive so that all children have the benefit of happy healthy and safe childhoods.

APPROVED AND ADOPTED in Pagosa Springs, Archuleta County, Colorado this 5th day of April 2016.

ARCHULETA COUNTY COMMISSIONERS
ARCHULETA COUNTY, COLORADO

Michael Whiting, Chairman

ATTEST:

Clerk to the Board

**ARCHULETA COUNTY PROCEEDINGS
BOARD OF COUNTY COMMISSIONERS**

The Board of County Commissioners held a Regular Meeting on March 15, 2016 noting County Commissioners Michael Whiting, Clifford Lucero and Steve Wadley, County Administrator Bentley Henderson, County Attorney Todd Starr and June Madrid County Clerk & Recorder present.

Chairman Whiting called the meeting to order at 1:30 p.m.

The meeting began with the Pledge of Allegiance and a moment of silence.

Disclosures and/or Conflicts of Interest

Approval or Adjustments to Agenda

Commissioner Wadley moved to approve the agenda. Commissioner Lucero seconded the motion and it carried unanimously.

Public Comments

Chairman Whiting stated that he was opening the floor to public comments for those wanting to comment on items not on this agenda. Comments were asked to be held to 3 minutes for each person desiring to speak. No response from the Board would be given.

- Cynda Greene 17 of Roxanna's Court wanted to talk about a problem with junk in Pagosa Development Subdivision 2. She felt it was erroneously zoned. Most of the parcels are 1 acre. She asked why the Board would create laws and then not enforce them. People move here and expect you to enforce laws not ignore them. A neighbor was being allowed to create a junk yard. Mr. Ruyle did not follow through when the report was given to him. Her neighbor Ms. Carlson filed the complaint. She was speaking on her behalf. They were told the complaint was referred to Mr. Starr who has yet to respond. They wrote to all Commissioners with no response. Commissioner Wadley said he was sorry she didn't get a response but the issue talked about this morning at the Board's work session. She asked what was decided at the work session and was told they could not talk about that now. She said she hoped they would do something, requests should not be ignored.
- Bill Hudson of 268 Hermosa Street just wanted to read a brief excerpt from a book; ask and it will be given to you, seek and it will be shown to you, knock and it will be opened to you. If you notice, it doesn't say, out of fear don't go around the voters to get approval. It also doesn't say ask only once. He also asked when was the public going to be provided evidence of what the Town and County had found drilling on the Levine property. What was found, what was the outcome? It appears a half million dollars was spent so far and no results.

Chairman Whiting recessed the Regular Meeting and convened the Liquor Board Authority at 1:37 p.m.

Liquor Board Authority

Chairman Whiting swore in Tonya McCann Executive Assistant for testimony.

A. Special Events Permit for the Humane Society of Pagosa Springs

Executive Assistant McCann presented a Special Events Permit for the Board's approval from the Humane Society of Pagosa Springs to serve malt, vinous and spirituous liquor at 230 Port Ave for the annual "Chocolate Auction". The Sheriff had been notified and the proper fees were collected. The premises was posted for the required 10 days prior to today's hearing. They were requesting the permit to cover April 2, 2016. **Commissioner Lucero moved to approve the Special Events Permit for the Humane Society of Pagosa Springs. Commissioner Wadley seconded the motion. Chairman Whiting asked for discussion.**

Commissioner Lucero asked if there were handicapped parking spaces at these special events. Do we require them? County Attorney Starr said he didn't think it was up to the County it was up to the permit holder. Commissioner Lucero stated that the County should be doing all they could to help out the handicap and access to functions.

Commissioner Whiting asked for comments in favor of this permit and/or against this permit.

The motion carried unanimously.

B. Special Events Permit for Our Savior Lutheran Church of Pagosa Springs

Executive Assistant McCann presented a Special Events Permit for the Boards approval for Our Savior Lutheran Church of Pagosa Springs to serve malt, vinous and spirituous liquor at 56 Meadows Drive for a fund raiser event. The Sheriff had been notified and the proper fees were collected. The premises was posted for the required 10 days prior to today's hearing. They were requesting the permit for March 19, 2016. **Commissioner Wadley move to approve the Special Events Permit for Our Savior Lutheran Church of Pagosa Springs. Commissioner Lucero seconded the motion.** Chairman Whiting asked for discussion. He asked for public comments in favor of and/or against this permit.

The motion carried unanimously.

Chairman Whiting closed the Liquor Board Authority and convened a Land Use Regulation Hearing at 1:43 p.m.

Land Use Regulation Hearing

Chairman Whiting swore in John Shepard, Planning Manager for testimony.

A. The SourceGas Development Improvements Agreement

Planning Manager Shepard presented a request of the Board to approve a Development Improvements Agreement for SourceGas Distribution LLC/Black Hills Gas Distribution, LLC so they could apply to temporarily occupy their new office building at 520 Cloman Blvd. before they finish all site improvements required by their Site Plan and Variance approvals. This is an indication of the development crash is behind us and we are moving forward with building. This project was regarding SourceGas which was recently acquired by Black Hills Gas. **Commissioner Lucero moved to approve the SourceGas Development Improvements Agreement. Commissioner Wadley seconded the motion.** Chairman Whiting asked for comments.

- Commissioner Lucero asked if we had done this before, are we setting precedence. Planning Manager Shepard answered staff had done research and it's been about 5 years, it had been done on multi phase projects. It will set precedence in that it will set up a project. Commissioner Lucero said this makes it open ended. County Attorney Starr said this particular one makes them complete the project by August. The penalty would be that the

County could pull the Letter of Credit and do the items ourselves. Commissioner Lucero said they didn't want to do that but they didn't want this to go on and on. It's important this goes in the minutes so we start something new.

- Commissioner Wadley said sometimes we need to be flexible to get a business to success but we also live in an area where weather impacts situations. There was a Letter of Credit so we are protected but we need to be business friendly and not foolish. County Administrator Henderson said it's spelled out in Section 6 of the Agreement, the days they have before them must complete the project.

Chairman Whiting asked for public comment in favor of the Agreement.

- Bill Hudson of 268 Hermosa Street said it was a great idea but felt the Board should hold them responsible so it doesn't fall through the cracks. Hopefully you have something in the computer to pop up and remind staff.

Chairman Whiting closed public comments in Favor of the Agreement and opened for comments "Opposed to the Agreement". He then closed public comment.

The motion carried unanimously.

Chairman Whiting closed the Land Use Regulation Hearing and reconvened the Regular Meeting at 1:51 p.m.

Consent Agenda

A. Payroll & Payable Warrants and Purchase Cards for March 3, 2016-March 15, 2016

General Fund Payable	87,067.65
Road and Bridge Fund Payable	1,091.90
Department of Human Services Fund Payable	13,482.06
All Combined Dispatch Fund Payable	8,533.96
Solid Waste Fund Payable	6,137.29
Airport Fund Payable	2,200.34
Fleet Fund Payable	25,409.16
Total	\$ 143,922.36
General Fund Payroll	145,457.40
Road and Bridge Fund Payroll	33,765.83
Department of Human Services Fund Payroll	29,949.78
All Combined Dispatch Fund Payroll	16,801.80
Solid Waste Fund Payroll	7,420.98
Airport Fund Payroll	4,073.28
Fleet Fund Payroll	8,829.22
Total	\$ 246,298.29

B. Regular Meeting Minutes

March 1, 2016

C. Special Meeting Minutes

March 4, 2016

March 8, 2016

D. 2015 Fourth Quarter Emergency Management Program Grant Activities and Finance Expenses

E. Letter of Support for the Town of Pagosa Springs for their upcoming SF grant application for the old Pagosa Water Treatment Plant

- F. Independent Contractor Agreement for the County Coroner for Deputy Coroners
- G. Resolution 2016-23 Donation of Ammunition to the Sheriff's Department from James Huffman
- H. Resolution 2016-24 Lot Consolidation of lots in Pagosa Highlands Estates owned by Gerald D Shoaf and Claire R. Harrison
- I. Resolution 2016-25 Lot Consolidation of lots in Pagosa Vista owned by Carolanne P. Kidd
- J. Resolution 2016-26 Lot Consolidation of lots in Pagosa Trails owned by The Marty G. Ryan Revocable Living Trust

County Administrator Henderson read the Consent Agenda. **Commissioner Wadley moved to approve the Consent Agenda as read.** Commissioner Lucero seconded the motion. Chairman Whiting thanked Jim Huffman for donating the ammunition for the third year to the Sheriff's Office. Commissioners Lucero and Wadley agreed. Commissioner Wadley said ammunition had gotten very expensive and appreciated the availability for the Sheriff's office to practice for something hopefully they will never need during their daily routine. **The motion carried unanimously.**

New Business

A. Award of the Magnesium Chloride Contract to GMCO Corporation

Ken Feyen Public Works Director presented a contract for the Board's consideration. Archuleta County received bids for the supply and application of Magnesium Chloride to various County roads. The contract would be for 2016 with the option to extend into 2017 and 2018 for a total of 3 years. GMCO Corporation was the apparent low bidder. The total price per gallon to be delivered and applied was \$0.725. The proposed application in 2016 would take approximately 440,000 gallons making the cost \$319,000. Staff was asking for approval to award the contract to GMCO Corporation. **Commissioner Lucero moved to approve the Magnesium Chloride Contract with GMCO Corporation in an amount not to exceed \$319,000. Commissioner Wadley seconded the motion.** Chairman Whiting asked for public comment.

- Commissioner Lucero asked if we would have some (Magnesium Chloride) available for property owners to purchase. Public Works Feyen said they had and already had significant phone calls for this kind of project.
- Commissioner Wadley asked if this vendor could produce in a timely manner where in the past we have had problems. He felt that would not be a problem.
- Commissioner Whiting asked how much was received to be used for public requests and the answer was 15-18,000 gallons for private residence paying.

The motion carried unanimously.

B. Fixed Base Operator Lease Assignment and Assumption

County Administrator Henderson presented a request of the Board to allow for lease assignment of a hangar at the Archuleta County Airport. Marc Foulkrod, Archuleta County Airport Fixed Base Operator was asking to assign and assume the lease that Mr. Foulkrod has with the County regarding the facilities associate with the FBO. The assignment would be from Avjet Corporation to Blackhawk Aviation, Inc. dba Avjet Pagosa Springs. The change in the name and Lessee is coming from the owner doing some long range planning. **Commissioner Wadley moved to approve the Assignment and Assumption Lease Agreement between Avjet Corporation and Blackhawk Aviation, Inc. dba Avjet Pagosa Springs. Commissioner Lucero seconded the motion.** Chairman Whiting asked for public comment.

March 15, 2016

Commissioner Wadley asked if this merely housekeeping where someone is just housing. It's a corporate change in Avjet and should not affect the FBO. The lease expires March 21, 2030. **The motion carried unanimously.**

Public Comments

Chairman Whiting stated that he was opening the floor to public comments for those wanting to comment on items not on this agenda. Comments were asked to be held to 3 minutes for each person desiring to speak. No response from the Board would be given.

- Bill Hudson of 268 Hermosa Street noticed brief discussion prior to consent agenda. He understood those items on the consent are not going to be discussed but when you discuss them prior you should pull them off and put them where they can be discussed by the public also.
- Mark Weiler of 7 Parelli Way said he understood that before a vote by the Board the people should be able to make a comment. He was not given that opportunity with the last item.

Media Questions

Commissioner Comments

- Commissioner Lucero said it's nice to see people at the meetings.

With no further business coming before the Board, the meeting was adjourned at 2:09 p.m.

Approved this 5th day of April, 2016.

June Madrid
County Clerk & Recorder

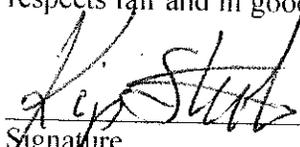
Michael Whiting, Chairman

BID FORM

2016 Aggregate Supply

ITEM NO.	ITEM	UNIT PRICE PER ton.	ESTIMATED QUANTITY
	¾" minus class 6 aggregate	8.90	Up to 13,276 tons

The undersigned, as bidder, hereby declares that the only person or firms interested in the proposal as principal or principals is or are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.



Signature

Strohecker Asphalt & Paving, Inc.

Firm

37801 Highway 160, Bayfield, CO 81122

Address

(970) 749-7819 / (970) 884-0637 fax or (970) 264-4042

Phone/Fax Number

Fax

Kip Strohecker, Vice-President

Contact Person

March 24, 2016

Date



Invitation for Bids (IFB)

**For the Supply of Aggregate in 2016
IFB No. 4312-16-001**

**ARCHULETA COUNTY
PAGOSA SPRINGS, CO
BOARD OF COUNTY COMMISSIONERS**

Let Date: March 3, 2016

Bid Deadline: *March 24, 2016, 2:00 pm*

**Submit Bids to:
Larry Walton
Finance Director
398 Lewis Street
Pagosa Springs, CO 81147**



Archuleta County

Road and Bridge Department

Advertisement for Bid 2016 Aggregate Supply

Notice is hereby given that Archuleta County will accept sealed bids for aggregate supply for 2016.

THREE SETS (ONE ORIGINAL AND TWO COMPLETE COPIES OF THE SEALED BID), clearly marked with “**2016 Aggregate Supply Bid,**” along with the name, address and telephone number of the bidder, will be received by Larry Walton, Finance Director, **398 Lewis Street, Pagosa Springs, CO 81147**, until 2:00 p.m., Thursday, March 24, 2016. As soon as practical after the bid closing time, all bids shall be opened in public and read aloud. Bids received after the closing time shall be returned unopened to the bidder.

Bid specifications must be obtained from the Archuleta County Road & Bridge Department, 1122 S. Hwy. 84, Pagosa Springs, CO 81147. Please refer all questions regarding this bid to Yari Davis, engineering Technician at (970) 264-8404; fax (970) 264-6815; e-mail yarceneaux@archuletacounty.org. Answers to all questions, inquiries, or requests for additional information will be issued in the form of Addenda. The County will not be responsible for the authenticity or correctness of oral interpretations of the contract documents or for information obtained in any other manner than through the media of addenda. Bidders in their bids shall acknowledge receipt of each Addendum, and each Addendum shall be considered a part of the contract documents. Failure to acknowledge receipt of any Addendum issued may invalidate a bid as incomplete. Questions must be received no later than the close of business 7 days prior to the Bid Opening.

The bid shall be awarded by the Board of County Commissioners. It is the Bidders’ responsibility to verify the exact date of the award. Bidders may, but shall not be required to, attend the award of bid. A bid tab shall be forwarded to all Bidders as soon as practicable thereafter.

The Archuleta County Board of County Commissioners reserves the right to reject any and all bids, to waive any informalities and minor irregularities in bids, and to accept the bid deemed, in the opinion of the Board, to be in the best interest of Archuleta County.

Published: March 3, 10, and 17, in the Pagosa Springs Sun.

Distribution of Advertisement

Original: Procurement Division
cc: Courthouse Bulletin Board
Email: Pagosa Springs Sun

INTRODUCTION

The Archuleta County Road & Bridge Department is requesting bids from qualified contractors for the supply of aggregate for various County Roads for 2016 see list on page 7. More than one supplier may be awarded the bid, depending on location of pit as well as product unit pricing as it pertains to the roads selected for aggregate. Following is a chart describing crushing aggregate type and estimated amounts.

Material Class	Quantity
¾ minus Class 6 aggregate	Up to 13,276 tons

Depending on budget appropriations and Contractor unit pricing, County reserves the right to reduce or increase contracted yardage if deemed necessary.

WORK SCOPE AND PROJECT CONDITIONS

The following criteria will be adhered to as part of the crushing requirements:

Contractor will supply ¾” minus crushed aggregate to the specifications of the contract for various roads in Archuleta County.

Pay request vouchers shall be submitted monthly to the Archuleta County Road and Bridge Department, 1122 Hwy. 84, P.O. Box 1507, Pagosa Springs CO, 81147. Pay request vouchers will be itemized and shall only charge for quantities that have been hauled by a County representative and confirmed by the Contractor. Acceptable form of measurement shall be certified truck scales. All payment requests to County for material crushed must be accompanied with both gradation reports and quantity summaries.

It is mutually agreed that the time for the commencement and completion of the work will affect the progress of other work that the County can or will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule. In view of these facts, it is agreed, in the event the County recognizes suffering, County will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$1,000 per day for each calendar day that work remains uncompleted beyond the date specified for the completion of the work. Completion of the work will be when the Contractor produces the contract quantity specified +/- 5% by the Contract Date.

Aggregate Bid Price is to include loading of Materials

All materials and each part of detail of the work shall be subject to inspection by the County. They shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection of the crushing operation.

All inspections and tests conducted are solely for the convenience and benefit to the County. The County shall in no way be bound by such inspections or tests, nor shall such inspections and tests constitute acceptance of materials or work. The County may reject or accept any work or materials, at any time, prior to the time that a County inspection or test is conducted.

Contractor shall notify County and testing lab 24 hours prior to when gravel test samples need to be taken. It shall be the Contractor's responsibility to have gradation samples taken every 2,000 tons by a qualified materials testing laboratory and provide copies of same to County. Contractor shall immediately notify County of gradation samples not meeting the agreed upon specifications. Additionally, Contractor shall allow County to randomly take gradation samples for comparison at its own expense. In the event a gradation sample is out of specification, Contractor shall be allowed to take additional gradation samples in order to establish that material is within acceptable limits. Contractor shall only be paid for material meeting specification.

All testing of crushed aggregates produced under this specification shall be performed by a qualified materials testing laboratory and paid for by the Contractor. All testing shall be accomplished in accordance with the field sampling and laboratory methods as set forth in these specifications or as may be referenced as a part of these specifications.

Failure to comply with the testing procedures, as set forth in these specifications, shall be cause to have the aggregate materials produced and submitted for approval to be classed as non-acceptable. All aggregate material classed as non-acceptable shall remain the property of Archuleta County but it shall not be considered as produced material under the contract. Payment for these materials shall be at the option of Archuleta County and may be at a lesser amount.

A sufficient number of tests shall be performed during aggregate production to ensure that the specified quality of the aggregate is obtained. **A minimum of four tests** shall be run within the first 1,000 tons and one test per each additional 2,000 tons. All testing shall include sieve analysis, liquid limit, plasticity index and rodded unit weight.

All Laboratory test results shall be reported to the County and to the Contractor the same day the test results are completed. All testing of materials shall be processed expeditiously to minimize delay to the Contractor.

Field Sampling Procedures are as follows:

1. Sampling Aggregate from Conveyor Belt Discharge by means of a sampling platform, or other means, which will enable the sampler to stand within 2 feet of the belt discharge, intersect the full flow of the material with a container at least 12 inches in diameter and large enough to hold all the weight of the sample required. Make several quick passes through the material rather than on slow pass. Automatic belt samplers designed to cut the full discharge of the belt without loss of any portion of the material may also be used to obtain samples.
2. Sampling Aggregate from a stopped Conveyor Belt, bisect the material at two locations with templates contoured to fit the belt. The distance between the templates will be determined by the volume and size of material being produced. Remove the material between the templates taking care to include all of the finer aggregates. To obtain a representative sample, it may be necessary to repeat the above procedure three times at short intervals and combine all three portions.
3. Sampling Aggregates from Pugmill Discharge obtain the sample by inserting a flat, square end shovel directly into the center of the discharge stream. Repeat a sufficient number of times to obtain the weight of sample required. If the Pugmill is not equipped with a suitable platform, obtain the sample by cutting the stream outlined in method "1."
4. Sampling Aggregate from Stockpile, it is widely recognized that securing truly representative samples of aggregate from stockpiles is very difficult. **Samples, for which the intended purpose is to determine gradation acceptance, should only be taken from stockpiles when no better alternative method is available.** Location where each test was taken shall be marked on the ground by the Contractor for future reference point to be used in determining non-acceptable material of crushed aggregates of out specification.

Sample size: The weights cited in Table 1 are minimums. (Table 1 Conforms to Colorado Procedure 30, Colorado Division of Highways.) The sample must be large enough to include a representative portion of each component of the material and to yield a sufficient number of test specimens, of proper size, for all testing to be performed. Each sample taken shall be split and labeled by the testing lab.

Table 1 Field Sample Quantities	
Nominal Maximum Particle Size	Recommended Minimum Size of Field-Pounds
No. 10	10
No. 4	10
3/8"	15
2"	20
3/4"	25
1"	30
1 1/2"	40
2"	45
2 1/2"	50
3"	55
3 1/2"	60

Laboratory Sieve Analysis: Aggregates for bases shall be crushed stone, crushed slag, crushed gravel or natural gravel which conforms to the quality requirements of AASHTO M 147 except that the requirements for the ratio of minus No. 200 sieve fraction to the minus No. 40 sieve fraction shall not apply. The requirements for the Los Angeles wear test (AASHTO T 96) shall not apply to Class Nos. 1, 2, and 3. Aggregate for bases shall meet the grading requirements of Table 2 for the Class specified for the project, unless otherwise specified.

The liquid limit (LL) shall be as shown in the table and the plasticity index (PI) shall be within a range of 0-6 unless otherwise shown as is in Table 2 below.

Table 2 Classification For Aggregate Base Course							
Sieve designation	Percentage by Weight Passing Square Mesh Sieve						
	LL<=35			LL<=30			
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
4 inch		100					
3 inch		95 - 100					
2 1/2 inch	100						
2 inch	95 - 100			100			
1 1/2 inch				95 - 100	100		
1 inch					95 -100		100
3/4 inch				50 - 90		100	
No. 4	30 - 65			30 -50	30 - 70	33 - 57	
No. 8						30 - 50	20 - 85
No. 200	3 - 15	3 - 15	20 max	3 - 12	3 - 15	3 - 12	5 - 15
Plastic Limit		3 - 10				3 - 10	

The material shall not contain clay balls, vegetable matter, or other deleterious substances.

Projected 2016 Gravel Projects

ROAD	MILES	Amount 3/4" gravel	Amount 3" minus	TOTAL Tons
Cloman Blvd.	0.35	2,268.93		2,268.93
Port Ave.	0.12	766.82		766.82
Sam Houston Ave.	0.59	3,786.81		3,786.81
Terry Robinson Rd.	0.76	5,103.28		5,103.28
Shenandoah Dr.	0.20	1,349.22		1,349.22
Total		13,276.00		13,276.00

SUBMISSION REQUIREMENTS

1. **Bid Security:** Bid security shall be required in an amount equal to 5% of the amount of the bid. Bid security shall be a bond provided by a surety company authorized to do business in the State of Colorado, or otherwise supplied in a form satisfactory to the County. The County accepts standard bonding company forms.

2. **Performance Bond:** A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Colorado or otherwise secured in a manner satisfactory to the County, in an amount equal to 50% of the price specified in the contract. Such shall be required prior to County's issuance of Notice to Proceed.

3. **Payment Bond:** A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 50% of the price specified in the contract. Such shall be required prior to County's issuance of Notice to Proceed.

4. **Retainage:** The County shall withhold ten percent (10%) of the contract amount until project completion as provided in C.R.S. § 38-26-107. Upon project completion, it shall be the responsibility of the contractor to prepare a written request for retainage withheld.
5. **Insurance:** The Contractor is required to hold throughout the initial term and all subsequent terms of this Contract general liability insurance in the amount of \$150,000 per person/\$1,000,000 per occurrence/\$3,000,000 aggregate which names the Board of County Commissioners of Archuleta County, Colorado as an Additional Insured. The Certificate of Insurance shall carry an endorsement that coverage may not be canceled or terminated without 10 days prior written notice to the County.
6. **Worker's Compensation:** The Contractor is responsible for providing Worker's Compensation Coverage for all of its employees to the extent required by law, and for providing such coverage or requiring its subcontractors to provide such coverage for the subcontractor's employees. In no case is Archuleta County responsible for providing Worker's Compensation Coverage for any employees or subcontractors of Contractor pursuant to this Agreement, and Contractor agrees to indemnify Archuleta County, for any costs for which they may be found liable in this regard.
7. **W-9:** Contractor must supply the County with a completed W-9 Form.
8. **Bid Form:** All bids must be made on the required Bid Form. All blank spaces for bid prices must be completed in ink or typewritten, and Bid Forms must be fully completed and executed when submitted.
9. **Contract Forms:** The Independent Contractor Services Agreement contained herein shall apply to this contract.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT
2016 Aggregate Supply

The Board of County Commissioners of Archuleta County, Colorado, hereinafter referred to as "County"; and _____ hereinafter referred to as "Contractor" do hereby enter into this Independent Contractor Services Agreement under the following terms:

1. **TERM:** The term of this Agreement shall be from April 25, 2016, until March 31, 2017. Archuleta County is a public entity. Nothing in this document waives the Colorado Governmental Immunity Act. All funding obligations beyond the current fiscal year are subject to the funds being budgeted and appropriated.
2. **IFB PART OF CONTRACT:** Contractor agrees to provide aggregate as set forth and in accordance with the Invitation for Bid (IFB No. 4312-16-001) for the project, and Contractor's Proposal as opened at a Bid Opening on March 24, 2016, and as approved by the County on April 19, 2016 (or a date soon thereafter). Said IFB are incorporated herein and will be on file in the Archuleta County Original Contract File.
3. **INDEPENDENT CONTRACTOR:** Contractor is an Independent Contractor, not an employee of County or the State of Colorado, and is not subject to County or State personnel systems. Contractor is engaged in an independent trade, occupation, profession or business and is qualified to perform the services pursuant to this Agreement. County shall rely upon Contractor's expertise, and Contractor is free from control and direction by County in performance of said services. County shall not provide any training to the Contractor, nor oversee the actual work, nor instruct Contractor as to how the work will be performed. Contractor is free to provide services to others and is not required to work exclusively for County. Contractor is responsible for providing its own tools and benefits at its own cost. Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits unless paid for by contractor and contractor is obligated to pay federal (including social security) and state income tax on any monies earned pursuant to his contract relationship. Contractor is responsible for complying with all employment laws and insurance laws relating to its own employees, and shall purchase and provide proof of workers' compensation coverage for such employees. Contractor agrees to acquire and maintain throughout the term hereof sufficient liability insurance to fully perform its obligations hereunder. Contractor is and shall remain a separate and distinct entity from the County; the business operations of the County shall in no way combine with the business operations of the Contractor.

4. **COMPENSATION:** Payments for services rendered pursuant to this Agreement shall not exceed \$_____ at the rates set forth in Contractor's bid/proposal at \$_____ per ton for ¾" minus class 6 aggregate. Payment is set at a contract rate for the work and is not set as a salary or hourly-employment rate. Payments shall be made by warrants payable to the trade or business name of the contractor and not to any individual. Such payments are to be made on a monthly basis for services rendered subject to the Contractor providing County with an itemized statement of services provided (or pay request voucher) pursuant to this Agreement. Only quantities that have been hauled by a County representative and confirmed by the Contractor will be paid. If this Agreement is terminated, County shall compensate Contractor for all services rendered to the date of termination.
5. **INSURANCE:** Contractor is required to hold throughout the initial term and all subsequent terms of this contract general liability insurance in the amount of \$150,000 per person/\$1,000,000 per occurrence/\$3,000,000 aggregate, which names the Board of County Commissioners of Archuleta County, Colorado as an Additional Insured. The Certificate of Insurance shall also contain an endorsement that coverage may not be canceled or terminated without 10 days prior written notice to the County. Contractor further agrees to comply with all state Workers' Compensation Insurance requirements throughout the term of this Contract.
6. **INSPECTION:** County reserves the right to periodically inspect product. If the product is not within county specifications, County may notify Contractor of such deficiency and offer Contractor an opportunity to correct product; or if such product is incorrect constitutes a substantial breach of this Agreement, County reserves the right to terminate this Agreement immediately upon written notice to Contractor.
7. **INDEMNIFICATION:** Contractor hereby agrees to defend, save and hold harmless County, or any of its departments, agencies, officers or employees from all cost, damage and liability incurred by any of the above and from any other damage, cost and liability to any person or property whatsoever, which is caused by an activity, condition or event arising out of the negligent performance or non-performance of any provision of this Agreement by Contractor, its agents or independent subcontractors. Indemnification is intended to extend to all such claims, irrespective of whether they are covered by insurance. The above cost incurred by County or any of its departments, agencies, employees, or officers shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

8. **ENTIRE AGREEMENT:** This written Agreement is the entire agreement between the Parties. This Agreement is one for personal services and as such, may not be assigned or delegated, by either Party, in any manner, without the express prior written consent of the other Party. Any and all prior or contemporaneous statements, understandings not contained herein shall be of no further force and effect. This Agreement may not be amended except in writing and signed by both Parties. An original facsimile signature to this agreement or amendments hereto will be considered as an original.

9. **VENUE:** The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Archuleta County, Colorado.

In Witness Whereof, the Parties hereto have set their hands and seals on this the ____ day of _____, 2016.

Board of County Commissioners
Archuleta County, Colorado

Michael Whiting, Chairman

(Seal)
Attest:

DEPUTY CLERK TO THE BOARD

Contractor

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016.

My Commission Expires: _____

Notary Public

BID FORM

2016 Aggregate Supply

ITEM NO.	ITEM	UNIT PRICE PER ton.	ESTIMATED QUANTITY
	3/4" minus class 6 aggregate		Up to 13,276 tons

The undersigned, as bidder, hereby declares that the only person or firms interested in the proposal as principal or principals is or are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Signature

Firm

Address

Phone/Fax Number

Contact Person

Date

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

PAGOSA BREWING CO
 118 N PAGOSA BLVD
 PAGOSA SPRINGS CO 81147-3069

Fees Due	
Renewal Fee	\$750.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

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

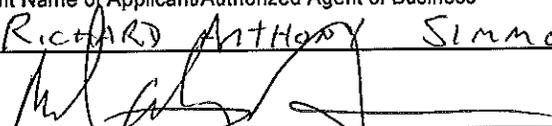
PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name TONY'S TAPS LLC		DBA PAGOSA BREWING CO		
Liquor License # 07781870000	License Type Brew Pub (county)	Sales Tax License # 07781870000	Expiration Date 5/14/2016	Due Date 3/30/2016
Operating Manager	Date of Birth	Home Address		
Manager Phone Number		Email Address		
Street Address 118 N PAGOSA BLVD PAGOSA SPRINGS CO 81147-8470				Phone Number (970) 731 2739
Mailing Address 118 N PAGOSA BLVD PAGOSA SPRINGS CO 81147-3069				
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Is the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____</p> <p>2. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>				

AFFIRMATION & CONSENT

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

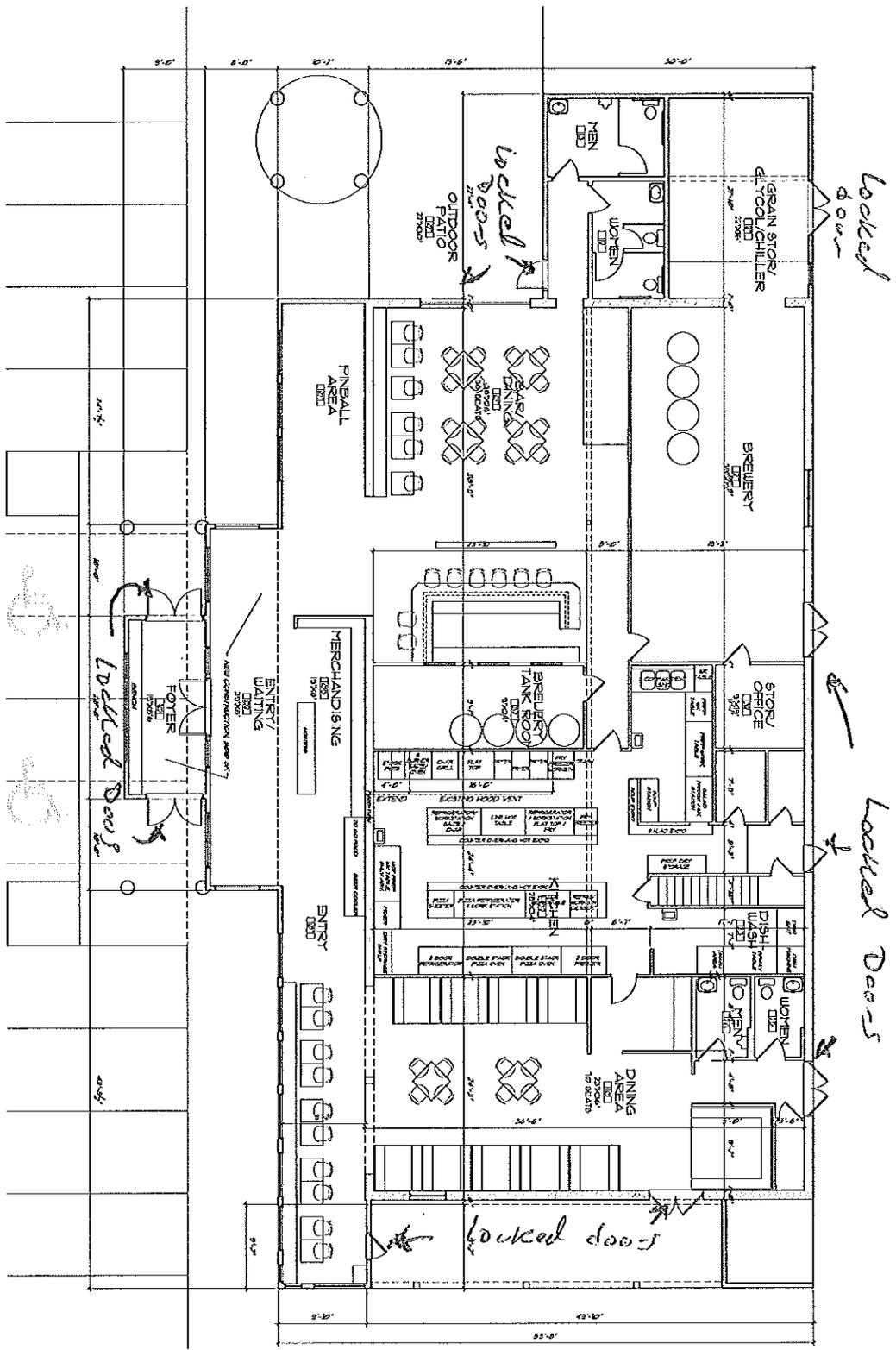
Type or Print Name of Applicant/Authorized Agent of Business RICHARD ANTHONY SIMMONS	Title Owner/Manager
Signature 	Date 2/1/16

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For	Date
Signature	Title
	Attest

Pagosa Brewing Co
118 North Pagosa Blvd



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

NO. OF QUANTITIES

FORMS	1	1/8" = 1'-0"
GENERAL ANNOTATION	1	1/8" = 1'-0"
SECTION	1	1/8" = 1'-0"
DETAILS	1	1/8" = 1'-0"

WALL TYPE LEGEND

CONCRETE WALL - 12" THICK
 CMU WALL - 8" THICK
 GYP BOARD PARTITION - 5/8" THICK
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Commercial Triple Net Lease Agreement

THIS LEASE AGREEMENT made and entered into this 13 day of March 2015, by and between BYOB LLC (hereinafter referred to as "Landlord"), and Tonys Taps LLC (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee simple owner of certain real property located in Pagosa Springs, Archuleta County, Colorado such real property having a street address of 164 N. Pagosa Blvd;

WHEREAS, Landlord is desirous of leasing the premises (the "Building"), together with the parking areas, landscaping, walkways and other improvements related to the Building to Tenant, and Tenant is desirous of leasing said premises from Landlord, on the terms and conditions stated below;

THEREFORE, IN CONSIDERATION OF THE COVENANTS AND OBLIGATIONS contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

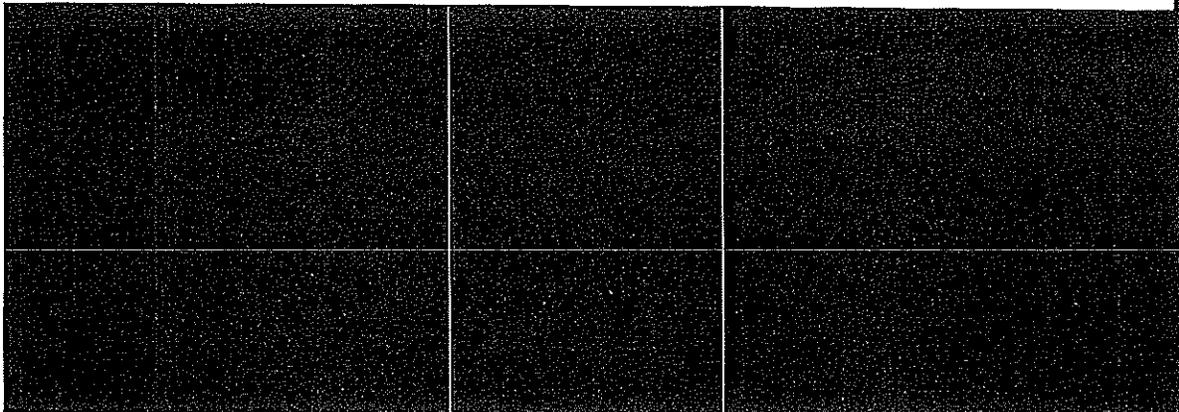
TERM OF LEASE

SECTION 1: TERM. The term of this Lease is an annual lease commencing on March 13, 2015 and ending at 12 o'clock midnight on March 12, 2017.

RENT

SECTION 1: BASE RENT. On the first day of each calendar month during the Lease Term, Tenant will pay to Landlord the Base Rent, plus applicable sales or use tax thereon, in equal monthly installments, in lawful money of the United States, in advance and without offset, deduction prior notice or demand. The Base Rent is payable at Landlord's Rent Payment Address of 118 N. Pagosa Blvd, Pagosa Springs, Colorado, or at such other place or to such other person as Landlord may designate in writing from time to time. Payments of Base Rent for any partial calendar month will be prorated.

SECTION 2: ADDITIONAL RENT. All sums payable by Tenant under this Lease other than Base Rent are "Additional Rent"; the term "Rent" includes both Base Rent and Additional Rent. Landlord will estimate in advance and charge to Tenant the following costs ("Total Operating Costs"), which Tenant will pay with the Base Rent on a monthly basis throughout the Occupancy Period: (a) all Real Property Taxes for which Tenant is liable hereunder; (b) all utility costs (to the extent utilities are not separately metered) for which Tenant is liable hereunder; (c) all insurance premiums for which Tenant is liable hereunder; and (d) all Operating Expenses for which Tenant is liable hereunder, if any. Landlord may adjust its estimates of Total Operating Costs at any time based upon Landlord's experience and reasonable anticipation of costs. Such



adjustments will be effective as of the next Rent payment date after notice to Tenant. "Occupancy Period" means the period from the time Tenant first enters the Premises, throughout the Lease Term and thereafter as long as Tenant remains in the Premises.

After the end of each fiscal year during the Term, Landlord will deliver to Tenant a statement setting forth, in reasonable detail, the Total Operating Costs paid or incurred by Landlord during the preceding fiscal year. Within thirty (30) days after Tenant's receipt of such statement, there will be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be).

SECTION 3: INTEREST. Any Rent or other amount due to Landlord, if not paid when due, will bear interest from the date due until paid at the rate of fifteen (15%) percent per year, but not to exceed the highest rate legally permitted.

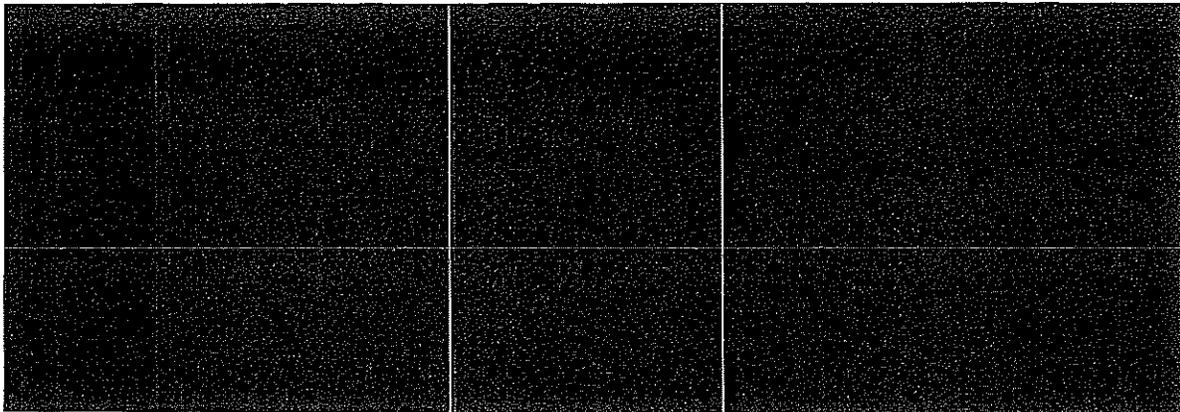
SECTION 4: LATE CHARGES. If any installment of Rent or any other sums due from Tenant is not received by Landlord within five (5) days following the due date, Tenant will pay to Landlord a late charge equal to five (5%) percent of such overdue amount; provided, however, Landlord will not charge any late charge for the first time in each calendar year that such payment is not made within five (5) days of the due date if payment is received within five (5) days of receipt of notice. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

PROPERTY TAXES

SECTION 1: REAL PROPERTY TAXES. Tenant will pay all Real Property Taxes allocable to the Occupancy Period. If Landlord receives a refund of any Real Property Taxes which Tenant has paid, Landlord will refund the same to Tenant after deducting therefrom all related costs and expenses.

SECTION 2: DEFINITION OF REAL PROPERTY TAXES. "Real Property Taxes" means taxes, assessments (special, betterment, or otherwise), levies, fees, rent taxes, excises, impositions, charges, water and sewer rents and charges, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the Premises or any Rent or other sums payable by any tenants or occupants thereof. Real Property Taxes include Landlord's costs and expenses of review and contesting any Real Property Tax. If at any time during the Lease Term the present system of ad valorem taxation of real property is changed so that in lieu of the whole or any part of the ad valorem tax on real property, or in lieu of increases therein, Landlord is assessed a capital levy or other tax on the gross rents received with respect to the Premises or a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy, or charge (distinct from any now in effect) measured by or based, in whole or in part, upon gross rents or any similar substitute tax or levy, then all of such taxes, assessments, levies or charges, to the extent so measured or based, will be deemed to be a Real Property Tax.

SECTION 3: PERSONAL PROPERTY TAXES. Tenant will pay directly all taxes charged against trade fixtures, furnishings, equipment, inventory or any other personal property belonging to Tenant. Tenant will use its best efforts to have personal property taxed separately



from the Premises. If any of Tenant's personal property is taxed with the Premises, Tenant will pay Landlord the taxes for such personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

UTILITIES

SECTION 1: UTILITIES. Tenant will promptly pay, directly to the appropriate supplier, the cost of all natural gas, heating, cooling, energy, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Premises, together with any related installation or connection charges or deposits (collectively, "Utility Costs") incurred during the Occupancy Period. If any services or utilities are jointly metered with other premises, Landlord will make a reasonable determination of Tenant's proportionate share of such Utility Costs and Tenant will pay such share to Landlord. Landlord reserves the right to participate in wholesale energy purchase programs and to provide energy to the Premises through such programs so long as the cost to Tenant is competitive.

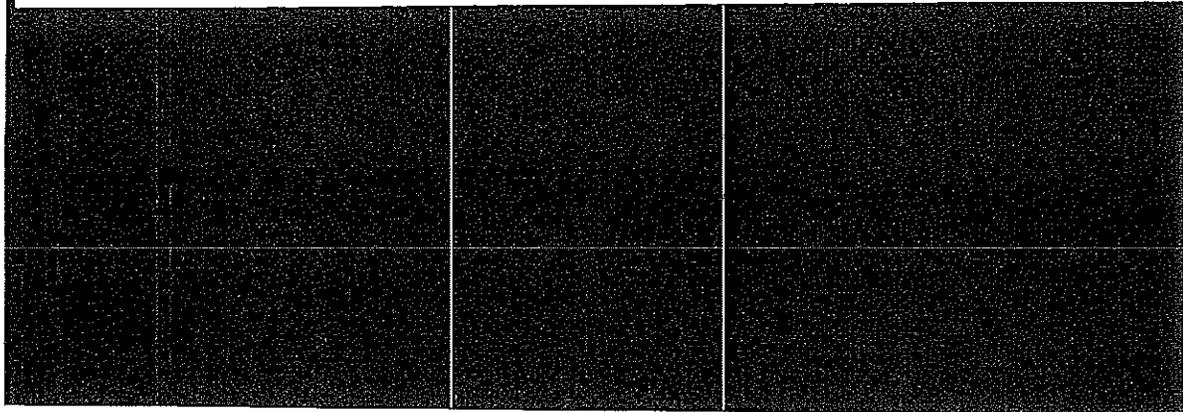
INSURANCE

SECTION 1: TENANT'S INSURANCE. Tenant, at its expense, will maintain the following insurance coverages during the Occupancy Period:

(a) Liability Insurance. Commercial general liability insurance insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Premises, including contractual liability. Such insurance will name Landlord, any mortgagee, and such other parties as Landlord may designate, as additional insureds. The initial amount of such insurance will be One Million Dollars (\$1,000,000) per occurrence and will be subject to periodic increases reasonably specified by Landlord based upon inflation, increased liability awards, recommendations of Landlord's professional insurance advisers, and other relevant factors. The liability insurance obtained by Tenant under this will (1) be primary and (2) insure Tenant's obligations to Landlord hereunder. The amount and coverage of such insurance will not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease.

(b) Worker's Compensation Insurance. Worker's Compensation Insurance in the statutory amount (and Employers' Liability Insurance) covering all employees of Tenant employed or performing services at the Premises, in order to provide the statutory benefits required by the laws of the state in which the Premises are located.

(c) Personal Property Insurance. Personal Property Insurance covering leasehold improvements paid for by Tenant and Tenant's personal property and fixtures from time to time in, on, or at the Premises, in an amount not less than 100% of the full replacement cost, without deduction for depreciation, providing protection against events protected under "All Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief. Any proceeds from the Personal Property Insurance will be used for the repair or replacement of the property damaged or destroyed, unless the Lease Term is terminated under an applicable provision herein. If the Premises are not repaired or restored in accordance with this Lease, Landlord will receive any proceeds from the personal property insurance allocable to Tenant's leasehold improvements.



(d) Landlord's Insurance. During the Lease Term, Landlord will maintain in effect all risk insurance covering loss of or damage to the Premises in the amount of its replacement value with such endorsements and deductibles as Landlord determines from time to time. Landlord will have the right to obtain flood, earthquake, and such other insurance as Landlord determines from time to time or is required by any mortgagee of the Premises. Landlord will not insure Tenant's fixtures or equipment or building improvements installed or paid by Tenant. Landlord may obtain commercial general liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability with respect to the Premises. The policy obtained by Landlord will not provide primary insurance, will not be contributory and will be excess over any liability insurance maintained by Tenant. Landlord may also maintain a rental income insurance policy, with loss payable to Landlord. Tenant will pay Landlord the premiums for the insurance policies maintained by Landlord. Any increase in the cost of Landlord's insurance due to Tenant's use or activities at the Premises will be paid by Tenant to Landlord as Additional Rent.

SECTION 2: GENERAL INSURANCE PROVISIONS.

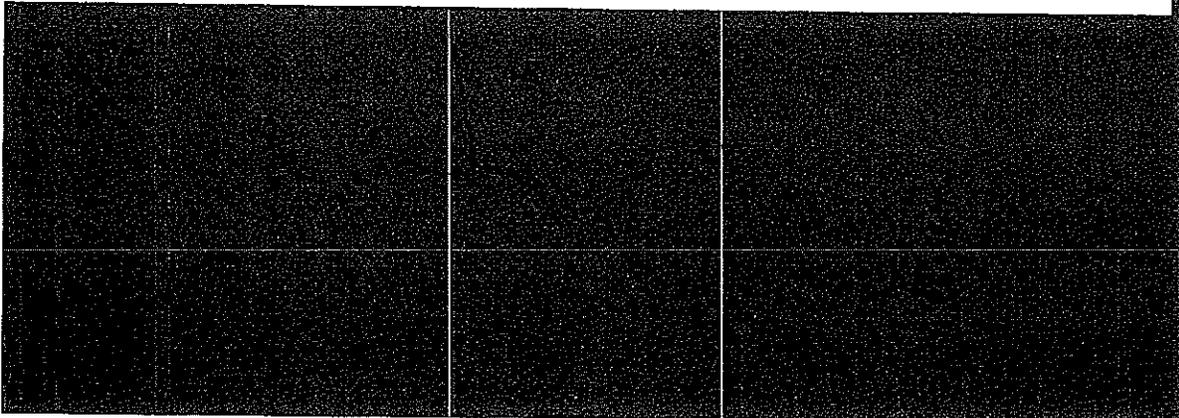
(a) Any insurance which Tenant is required to maintain under this Lease will include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days" written notice prior to any cancellation or modification of such coverage.

(b) Prior to the earlier of Tenant's entry into the Premises or the Commencement Date, Tenant will deliver to Landlord an insurance company certificate that Tenant maintains the insurance required by herein and not less than thirty (30) days prior to the expiration or termination of any such insurance, Tenant will deliver to Landlord renewal certificates therefor. Tenant will provide Landlord with copies of the policies promptly upon request from time to time.

(c) All insurance policies required under this Lease will be with companies having a "General Policy Rating" of A -; X or better, as set forth in the most current issue of the Best Key Rating Guide.

(d) Without limiting the provisions of Section 3 hereafter, Landlord and Tenant, on behalf of themselves and their insurers, each hereby waives any and all rights of recovery against the other, the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of the other and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each of the foregoing (collectively, "Representatives"), for loss of or damage to its property or the property of others under its control, to the extent that such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage, or required to be carried under this Lease. All property insurance carried by either party will contain a waiver of subrogation against the other party to the extent such right was waived by the insured party prior to the occurrence of loss or injury.

SECTION 3: INDEMNITY. To the fullest extent permitted by law, Tenant hereby waives all claims against Landlord and its Representatives (collectively, the "Indemnitees") for damage to



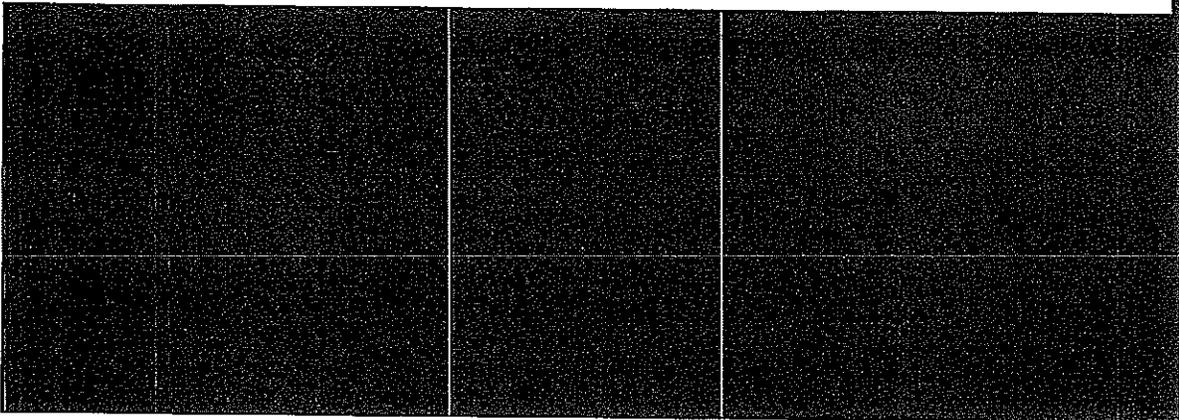
any property or injury to or death of any person in, upon or about the Premises arising at any time and from any cause. Tenant shall hold Indemnitees harmless from and defend Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses, including reasonable attorney's fees, for damage to any property or injury to or death of any person arising from (a) the use or occupancy of the Premises by Tenant or persons claiming under Tenant, except such as is caused by the sole negligence or willful misconduct of Landlord, its agents, employees or contractors, (b) the negligence or willful misconduct of Tenant in, upon or about the Premises, or (c) any breach or default by Tenant under this Lease.

OPERATING EXPENSES

SECTION 1: OPERATING EXPENSES. Tenant will pay to Landlord all Operating Expenses allocable to the Occupancy Period. "Operating Expenses" means all costs and expenses incurred by Landlord with respect to the ownership, maintenance and operation of the Premises including, but not limited to: maintenance, repair and replacement of the heating, ventilation, air conditioning, plumbing, electrical, mechanical, utility and safety systems, paving and parking areas, roads and driveways; maintenance of exterior areas such as gardening and landscaping, snow removal and signage; maintenance and repair of roof membrane, flashings, gutters, downspouts, roof drains, skylights and waterproofing; painting; lighting; cleaning; refuse removal; security; utilities for, or the maintenance of, Outside Areas (defined below); Building personnel costs; personal property taxes; rentals or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Premises; fees for required licenses and permits; and a property management fee (not to exceed five percent (5%) of the gross rents of the Premises for the calendar year). Operating Expenses do not include: (a) the cost of capital repairs, replacements or improvements, other than annual depreciation (based on the useful life of the item under generally accepted accounting principles) on any such capital repair, replacement or improvement; (b) debt service under mortgages or ground rent under ground leases; (c) costs of restoration to the extent of net insurance proceeds received by Landlord; (d) leasing commissions and tenant improvement costs; and (e) litigation expenses relating to disputes with tenants.

USE OF PREMISES

SECTION 1: MANNER OF USE. Tenant will use the Premises only for the Permitted Uses. Tenant will not cause or permit the Premises to be used in any way which (a) constitutes a violation of any Legal Requirements (as defined below) or the rules and regulations (the "Rules and Regulations") established by Landlord, a copy of which is attached as Exhibit B, as they may be amended in writing by Landlord, (b) annoys or interferes with the rights of tenants (if any) of the Premises, or any adjacent property owned by Landlord, (c) constitutes a nuisance or waste or will invalidate any insurance carried by Landlord. Tenant will obtain and pay for all necessary permits, including a certificate of occupancy, and will promptly take all actions necessary to comply with all applicable Federal, State or local statutes, ordinances, notes, regulations, orders, recorded declarations, covenants and requirements (collectively, "Legal Requirements") regulating the use by Tenant of the Premises, including, without limitation, the Occupational Safety and Health Act and the Americans With Disabilities Act.



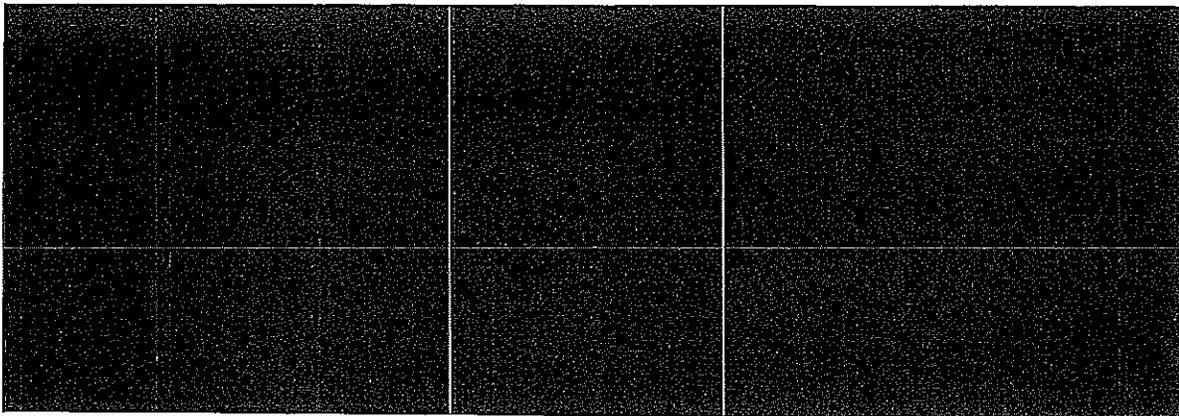
SECTION 2: ENVIRONMENTAL REQUIREMENTS.

(a) Definition of "Hazardous Material". "Hazardous Material" means any flammable items, explosives, radioactive materials, oil, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or hereafter regulated under any Legal Requirements, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are found to have adverse effects on the environment or the health and safety of persons; provided, however, "Hazardous Material" does not include any de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements.

(b) Tenant's Obligations. Tenant will not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees without (i) the prior written consent of Landlord, and (ii) complying with all applicable Legal Requirements pertaining to the transportation, storage, use or disposal of such Hazardous Material (collectively, "Environmental Laws"), including, but not limited to, obtaining proper permits. Landlord is entitled to take into account such other factors or facts Landlord deems reasonably relevant in granting or withholding consent to Tenant's proposed activity with respect to Hazardous Material. Landlord will not, however, be required to consent to the installation or use of any storage tanks on the Premises.

If Tenant's transportation, storage, use or disposal of Hazardous Materials results in the contamination of the soil or surface or ground water, release of a Hazardous Material or loss or damage to person(s) or property or the violation of any Environmental Law, then Tenant agrees to: (x) notify Landlord immediately of any contamination, claim of contamination, release, loss or damage, (y) after consultation with Landlord, clean up the contamination in full compliance with all Environmental Laws and (z) indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorney's fees and costs, arising from or connected with any such contamination, claim of contamination, release, loss or damage. Tenant will fully cooperate with Landlord and provide such documents, affidavits and information as may be requested by Landlord (A) to comply with any Environmental Law, (B) to comply with the request of any lender, purchaser or tenant, and/or (C) as otherwise deemed reasonably necessary by Landlord in its discretion. Tenant will notify Landlord promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Premises which is required to be reported to a governmental authority under any Environmental Law, will promptly forward to Landlord copies of any notices received by Tenant relating to alleged violations of any Environmental Law, will promptly pay when due any fine or assessment against Landlord, Tenant or the Premises and remove or bond any lien filed against the Premises relating to any violation of Tenant's obligations with respect to Hazardous Material.

(c) Landlord's Rights. Landlord will have the right, but not the obligation, without in any way limiting Landlord's other rights and remedies under this Lease, to enter upon the Premises,



or to take such other actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any Hazardous Material or contamination by Hazardous Material present on, in, at, under or emanating from the Premises in violation of Tenant's obligations under this Lease or under any laws regulating Hazardous Material or that Tenant is liable under this Lease to clean up, remove or remediate. Landlord will have the right, at its election, in its own name or as Tenant's agent, to negotiate, defend, approve and appeal, at Tenant's expense, any action taken or order issued by any governmental agency or authority against Tenant, Landlord or the Premises relating to any Hazardous Material or under any related law or the occurrence of any event or existence of any condition that would cause a breach of any of the covenants set forth in this Section.

If Landlord determines in good faith that a release or other environmental condition may have occurred during the Occupancy Period, at Tenant's cost, Landlord may require an environmental audit of the Premises by a qualified environmental consultant. Tenant will, at its sole cost and expense, take all actions recommended in such audit to remediate any environmental conditions for which it is responsible under this Lease.

SECTION 3: LANDLORD'S ACCESS. Landlord or its agents may enter the Premises, upon twenty-four (24) hours' notice to Tenant (except in the case of an emergency), to show the Premises to potential buyers, investors or tenants or other parties, for routine property inspections and maintenance or for any other purpose Landlord deems reasonably necessary. During the last three (3) months of the Lease Term, Landlord may place customary "For Lease" signs on the Premises.

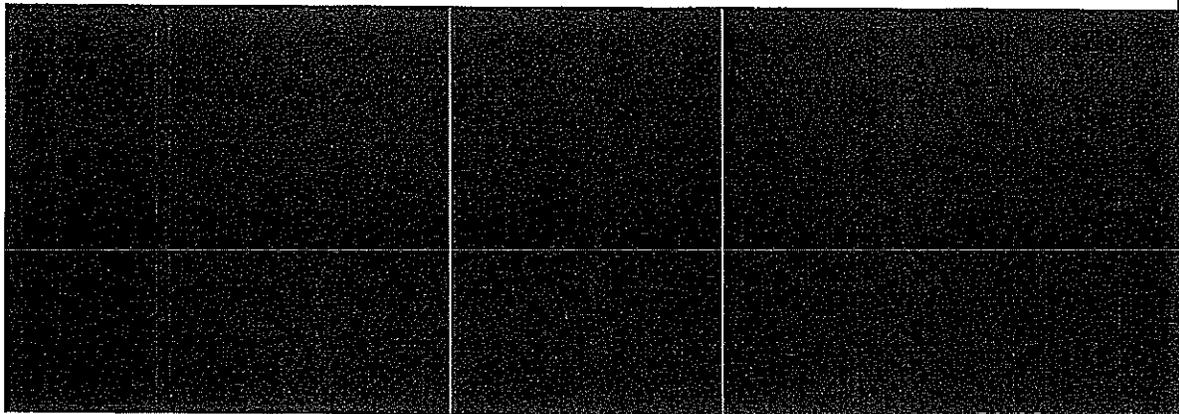
SECTION 4: OUTSIDE AREAS.

(a) Outside Areas. "Outside Areas" means all areas within the Premises which are outside of the Building envelope, including, but not limited to, parking areas, driveways, sidewalks, access roads, landscaping, and planted areas. Landlord, from time to time, may change the size, location, nature, and use of any of the Outside Areas, convert Outside Areas into leaseable areas, construct additional parking facilities in the Outside Areas, and increase or decrease Outside Area land or facilities so long as Tenant's use of the Premises is not materially affected.

(b) Use of Outside Areas. Tenant will have the right to use the Outside Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish or modify from time to time. Tenant agrees to abide by all such rules and regulations and to use its best efforts to cause others who use the Outside Areas with Tenant's express or implied permission to abide by the Rules and Regulations. At any time, Landlord may close any Outside Areas to perform any acts as, in Landlord's reasonable judgment, are desirable to maintain or improve the Premises. Tenant will not interfere with the rights of Landlord, other tenants, or any other person entitled to use the Outside Areas.

CONDITION AND MAINTENANCE OF PREMISES

SECTION 1: EXISTING CONDITIONS. Tenant hereby accepts the Premises in their present condition, "AS IS", "WHERE IS", and "WITH ALL FAULTS", subject to all Legal Requirements. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for



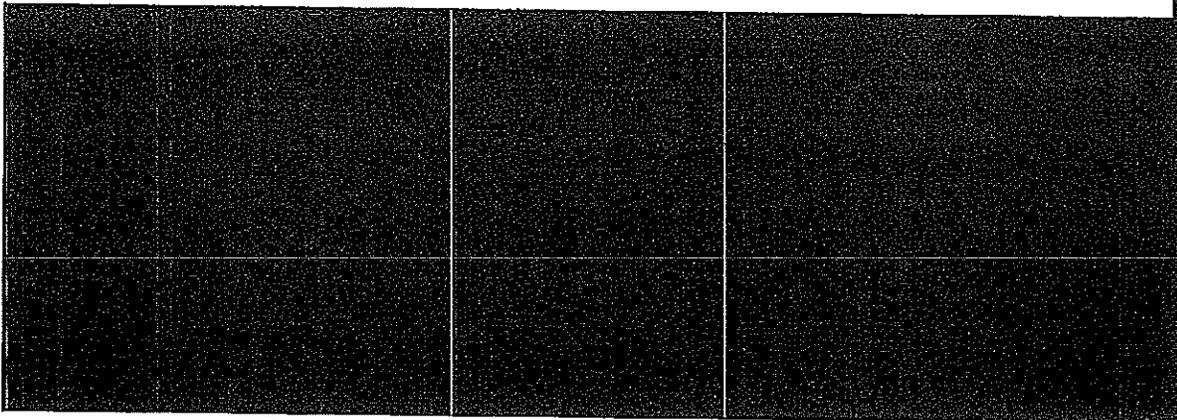
Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Premises and is not relying on any representations of Landlord or any broker with respect thereto. The Building and the Outside Areas shall be maintained in at least the condition which exists upon the execution of this Lease.

SECTION 2: LANDLORD'S OBLIGATIONS. Landlord and Tenant acknowledge and agree that this is a "true" NNN lease and that Landlord shall have NO obligations relating to the repair or maintenance of the Premises or the Outside Areas; Tenant shall be solely responsible for same. Provided, however, subject to the provisions of this Lease and Tenant's obligation to pay Additional Rent pursuant thereto, and except for damage caused by any act or omission of Tenant or Tenant's employees, agents, contractors or invitees, Landlord may elect to maintain in good order, condition and repair, at Tenant's sole cost and expense, the Outside Areas and/or the foundation, roof, building systems (other than the heating, ventilating and air conditioning system), structural supports and exterior walls of the improvements on the Premises. Landlord shall notify Tenant if it elects to maintain or repair any or all of the foregoing. In such an event, Tenant shall pay to Landlord upon demand any cost or expense incurred by Landlord relating to such maintenance or repair. In no event will Landlord be obligated to maintain or repair windows, doors or plate glass. Tenant will promptly report in writing to Landlord any defective condition known to it which either Landlord or Tenant is required to repair. The Building and the Outside Areas shall be maintained in at least the condition which exists upon the execution of this Lease.

SECTION 3: TENANT'S OBLIGATIONS. Subject to the provisions of Article 10 (Casualty and Condemnation) and Section 9.02 above (to the extent Landlord elects to control maintenance or repairs as provided for therein), at its sole cost and expense, Tenant will keep all portions of the Building (including without limitation, all systems and equipment, i.e., HVAC systems, doors, windows and floors) in good order, condition and repair (including repainting and refinishing, as needed). If any portion of the Building or any system or equipment in the Building which Tenant is obligated to repair can not be fully repaired or restored, Tenant will promptly replace such portion of the Building or system or equipment. If the benefit or useful life of such replacement extends beyond the Lease Term, Tenant will only be required to pay for a prorated portion of the useful life of such replacement; Landlord shall pay the balance. Tenant will maintain a preventive maintenance contract providing for the regular inspection and maintenance of the heating and air conditioning system by a heating and air conditioning contractor, such contract and contractor to be reasonably approved by Landlord. At Tenant's request, Landlord may elect to perform Tenant's maintenance and repair obligations hereunder and Tenant will reimburse Landlord for all costs incurred in doing so promptly upon receipt of an invoice from Landlord. The Building and the Outside Areas shall be maintained in at least the condition which exists upon the execution of this Lease.

SECTION 4: ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

(a) Tenant's Work. Tenant may not make any installations, alterations, additions, or improvements or major repairs in or to the Premises without obtaining Landlord's prior written consent. All work will be performed in accordance with plans and specifications approved in advance by Landlord. Tenant will procure all necessary permits and licenses before undertaking any work on the Premises and will perform all work in a good and workmanlike manner

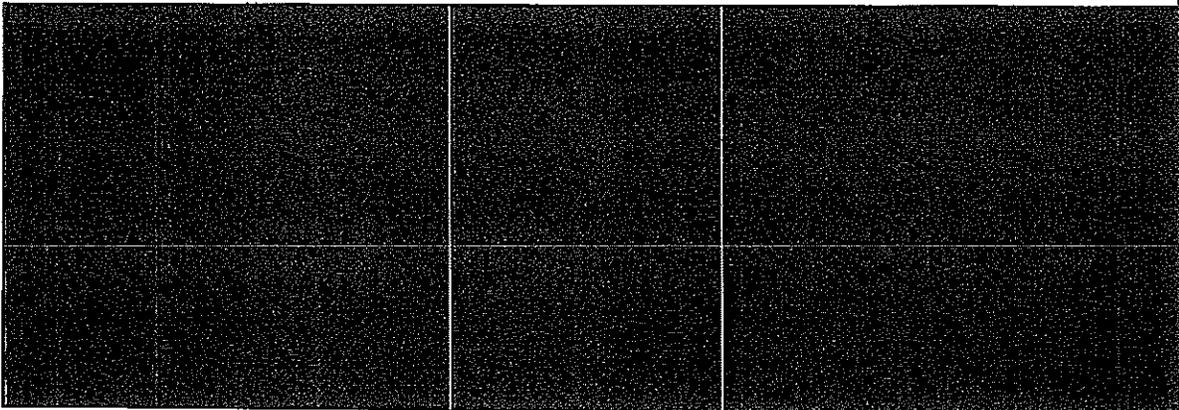


employing materials of good quality and in conformity with all applicable Legal Requirements and insurance requirements. Tenant will (i) employ only contractors reasonably approved by Landlord, (ii) require all contractors employed by Tenant to carry worker's compensation insurance in accordance with statutory requirements and commercial general liability insurance covering such contractors on or about the Premises with a combined single limit not less than One Million Dollars (\$1,000,000) and (iii) submit certificates evidencing such coverage to Landlord prior to the commencement of any work. Landlord may inspect Tenant's work at reasonable times. Tenant will prosecute and complete such work with reasonable diligence and will provide Landlord with "as built" plans, copies of all construction contracts and proof of payment for all labor and materials.

(b) No Liens. Tenant will pay when due all claims for labor and material furnished to the Premises and keep the Premises at all times free from liens for labor and materials. Tenant will give Landlord at least twenty (20) days" prior written notice of the commencement of any work on the Premises. Landlord may record and post notices of non-responsibility on the Premises. Prior to commencement by Tenant of any work on the Premises, Tenant will record a notice of commencement ("Notice of Commencement") in the public records of the county in which the Premises is located identifying Tenant as the party for whom such work is being performed, stating such other matters as may be required by law and requiring the service of copies of all notices, liens or claims of lien upon Landlord. The Notice of Commencement shall clearly reflect that the interest of Tenant in the Premises is that of a leasehold estate. A copy of the Notice of Commencement will be furnished to and approved by Landlord and its attorneys prior to the recording or filing.

(c) No Authority. Nothing contained in this Lease shall authorize Tenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reservation or other estate of Landlord, or of any interest of Landlord in the Premises or in the Property or any improvements thereof; it is agreed that should Tenant cause any alterations, changes, additions, improvements or repairs to be made in the Premises, or cause materials to be furnished or labor to be performed therein, neither Landlord nor the Premises shall, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof. Tenant shall, upon request of Landlord, deliver such documents as may be required by Landlord in order to effectuate the lien protection required by this Section, all such alterations, changes, additions, improvements and repairs and materials and labor shall be at Tenant's expense and Tenant shall be solely and wholly responsible to contractors, laborers and materialmen furnishing labor and materials to the Premises, or any part thereof. Tenant shall inform every service or material provider of the foregoing provisions prior to contracting with any of them for goods or services.

(d) Discharge. Tenant shall discharge any lien filed against the Premises, the Building or the Property, or any part thereof, for work done or materials furnished at Tenant's request with respect to the Premises within ten (10) calendar days after such lien is filed. The failure of Tenant to do so shall be a material default hereunder. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord under this Lease, Tenant agrees to pay Landlord, as Additional Rent, the sum equal to the amount of the lien thus discharged by Landlord, plus all costs and expenses, including without limitation attorney's and paralegal's



fees and court costs, incurred by Landlord in discharging such lien.

(e) Work by Landlord. Tenant hereby acknowledges and agrees that Landlord shall have the right to renovate the Building and/or expand same and/or alter the Outside Areas during the Lease Term. In the event Landlord elects to renovate and/or expand the Building and/or alter the Outside Areas, Landlord shall have the right to relocate Tenant to reasonably comparable space at the Premises or within a reasonable distance from the Premises (i.e., in another building owned by Landlord, in alternate space rented by Landlord for Tenant, etc.). In such an event, this Lease shall remain in full force and effect, and Tenant shall continue to make its payments due hereunder, but the term "Premises" shall be deemed to mean the new space provided by Landlord until the work is completed. Landlord shall reimburse Tenant for its reasonable costs of relocation. In the event Landlord expands the Building, Tenant shall only be responsible for its proportionate share (based on square footage) of costs and expenses associated with operation and maintenance of the Building and the Outside Areas following completion of such expansion.

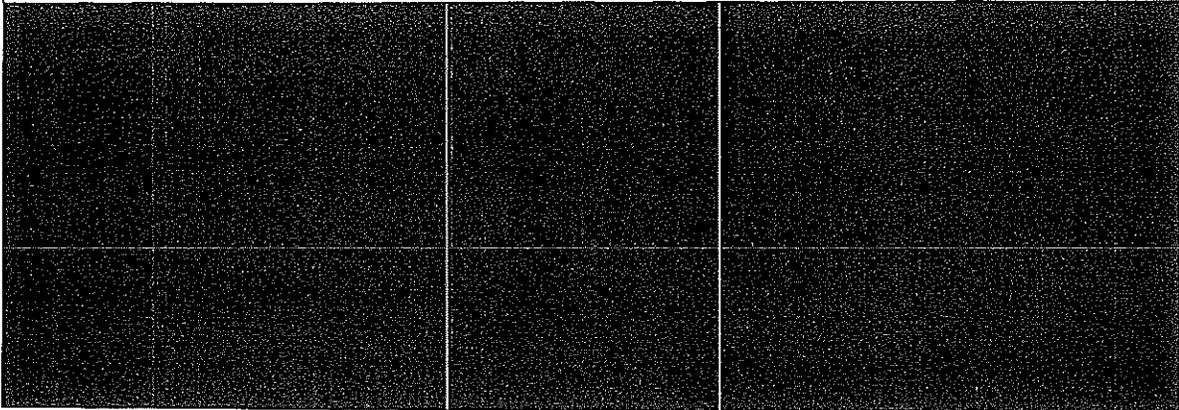
SECTION 5: CONDITION UPON TERMINATION. Upon the expiration or termination of the Lease Term, Tenant will surrender the Premises to Landlord broom clean and in the condition which Tenant is required to maintain the Premises under this Lease. Tenant will not be obligated to repair any damage which Landlord is required to repair hereunder. Landlord may require Tenant, at its expense, to remove any alterations, additions or improvements prior to the expiration of the Lease and to restore the Premises to their prior condition. With respect to any alterations, additions or improvements which require Landlord's approval, Landlord will specify if Tenant will be required to remove the same at the time of such approval. Any work which Tenant is not required to remove will, at Landlord's option, become Landlord's property and will be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without damage to the Premises so long as Tenant repairs any damage caused by such removal.

SECTION 6: EXEMPTION OF LANDLORD FROM LIABILITY. Landlord will not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person or about the Premises, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Premises, or from other sources or places; or (d) any curtailment or interruption in utility services. Tenant will give Landlord prompt notice upon the occurrence of any accident or casualty at the Premises. The provisions of this Section will not exempt Landlord from liability for its gross negligence or willful misconduct; provided, however, Landlord will not be liable for any consequential damages.

CASUALTY AND CONDEMNATION

SECTION 1: DAMAGE TO PREMISES.

(a) If the Premises are destroyed or rendered untenable, either wholly or in part, by fire or other casualty ("Casualty"), Tenant will immediately notify Landlord in writing upon the occurrence of such Casualty. Landlord may elect either to (i) repair the damage caused by such



casualty as soon as reasonably possible, in which case this Lease will remain in full force and effect, or (ii) terminate the Lease Term as of the date the Casualty occurred. Landlord will notify Tenant within sixty (60) days after receipt of notice of the Casualty whether Landlord elects to repair the damage or terminate the Lease Term. If Landlord elects to repair the damage, Tenant will pay Landlord the portion of the deductible amount (which deductible shall not exceed \$25,000) under Landlord's insurance allocable to the damage to the Premises and, if the damage was due to an act or omission of Tenant or its employees, agents, contractors or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord.

(b) If (i) based on the estimate of Landlord's architect or contractor, it will take Landlord more than nine (9) months to rebuild the Premises or (ii) the Casualty occurs during the last six (6) months of the Lease Term and the damage is estimated by Landlord to require more than thirty (30) days to repair, Tenant may elect to terminate the Lease Term as of the date the Casualty occurred, which must be exercised by written notification to Landlord within ten (10) days after receipt of notice regarding the estimate of the time required to rebuild..

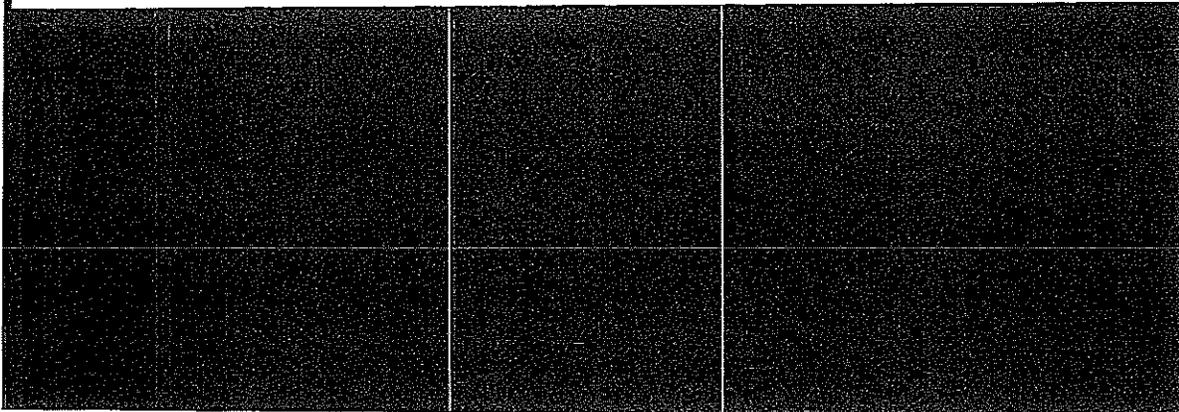
(c) If the Premises is destroyed or damaged by Casualty and Landlord elects to repair or restore the Premises pursuant to the provisions of this Article 10, any Rent payable during the period of such damage, repair and/or restoration will be reduced according to the degree, if any, to which Tenant's use of the Premises is impaired.

(d) The provisions of this Section will govern the rights and obligations of Landlord and Tenant in the event of any damage or destruction of or to the Premises. Tenant waives the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the damage or destruction of the leased property.

SECTION 2: CONDEMNATION. If more than twenty percent (20%) of the floor area of the Premises or more than twenty-five percent (25%) of the parking at the Premises is taken by eminent domain, either Landlord or Tenant may terminate the Lease Term as of the date the condemning authority takes title or possession, by delivering notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither party terminates the Lease Term, this Lease will remain in effect as to the portion of the Premises not taken, except that the Base Rent will be reduced in proportion to the reduction in the floor area of the Premises. Any condemnation award or payment will be paid to Landlord. Tenant will have no claim against Landlord for the value of the unexpired lease term or otherwise; provided, however, Tenant may make a separate claim with the condemning authority for its personal property and/or moving costs so long as Landlord's award is not reduced thereby.

ASSIGNMENT AND SUBLETTING

SECTION 1: LANDLORD'S CONSENT REQUIRED. Tenant will not assign or transfer this Lease or sublease the Premises or any part thereof or interest therein, or mortgage, pledge or hypothecate its leasehold interest, without Landlord's prior written consent, which consent may be withheld in Landlord's sole unfettered discretion. Unless Tenant is a publicly traded company, a transfer of a controlling interest in Tenant will be deemed an assignment of this Lease. Any attempted transfer without consent will be void and constitute an Event of Default under this



Lease (as defined below). Tenant's request for consent will include the details of the proposed sublease or assignment, including the name, business and financial condition of the prospective transferee, financial details of the proposed transaction (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord will have the right to withhold consent or to grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed use of the Premises; (ii) the net worth and financial condition of the proposed assignee or subtenant; (iii) Tenant's compliance with all of its obligations under this Lease; and (iv) such other factors as Landlord may reasonably deem relevant. Tenant will promptly furnish to Landlord copies of all transaction documentation.

SECTION 2: TRANSFERS TO AFFILIATES. Notwithstanding Section 1, Tenant, on prior notice to Landlord (but without Landlord's consent), may assign this Lease or sublet the Premises to any entity controlling Tenant, controlled by Tenant or under common control with Tenant (a "Tenant Affiliate"), provided such Tenant Affiliate after the assignment or sublease will have a comparable net worth to Tenant.

SECTION 3: OFFER TO TERMINATE. If Tenant desires to assign this Lease or sublease all of any part of the Premises, Tenant will notify Landlord and Landlord for a period of thirty (30) days will have the right to terminate the Lease Term. If Tenant desires to sublease only a portion of the Premises, and such portion is subdividable (with any costs paid by Tenant), then the right to terminate may be exercised with respect to only that portion of the Premises to be subleased. If Landlord elects not to terminate the Lease Term as provided in this Section, Tenant shall pay to Landlord fifty percent (50%) of any net profits received by Tenant from any assignment of this Lease or sublet of the Premises.

SECTION 4: NO RELEASE OF TENANT. Notwithstanding any assignment or subletting, Tenant will at all times remain fully responsible and primarily liable for the payment of Rent and compliance with all of Tenant's obligations under this Lease. Consent to one transfer will not be deemed a consent to any subsequent transfer or a waiver of the obligation to obtain consent on subsequent occasions. If Tenant's assignee or transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the assignee or transferee.

DEFAULTS AND REMEDIES

SECTION 1: COVENANTS AND CONDITIONS. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance by Tenant of all covenants and conditions.

SECTION 2: DEFAULTS. Each of the following constitutes an "Event of Default" under this Lease:

- (a) Tenant fails to pay Rent or any other sum payable under this Lease within 5 days after it is due; provided, however, with respect to the first such nonpayment in any calendar year, Tenant will have 5 days after receipt of written notice that Rent is due to pay such amount;

(b) Tenant fails to perform any of Tenant's other obligations under this Lease and such failure continues for a period of 30 days after notice from Landlord; provided that if more than 30 days are reasonably required to complete such performance, Tenant will not be in default if Tenant commences such performance within the 30 day period and thereafter diligently pursues its completion;

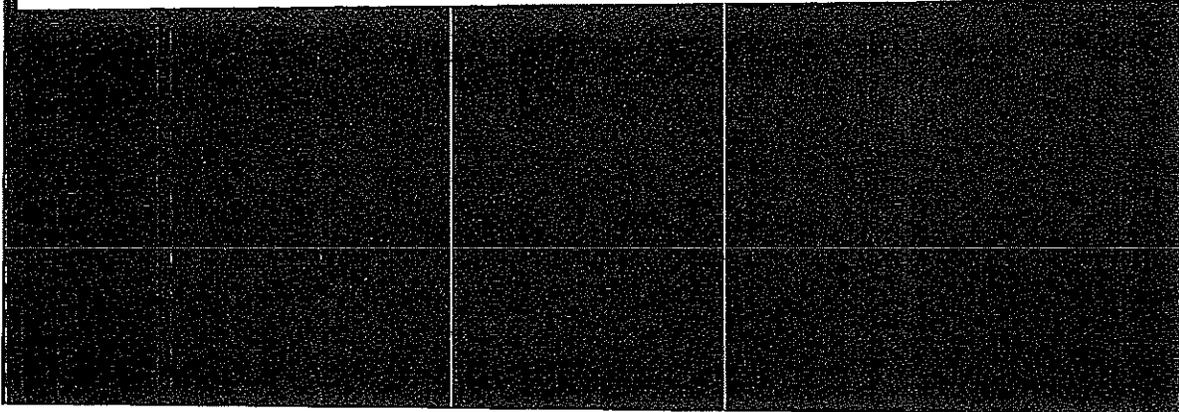
(c) Tenant abandons the Premises; or

(d) Tenant (or Guarantor) becomes insolvent or bankrupt, has a receiver or trustee appointed for any part of its property, makes an assignment for the benefit of its creditors, or any proceeding is commenced either by Tenant or against it under any bankruptcy or insolvency laws, which proceeding is not dismissed within sixty (60) days; provided, however, if a court of competent jurisdiction determines that any of the acts described in this subsection (d) is not an Event of Default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant assigns, subleases, or transfers Tenant's interest hereunder, then Landlord will receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment, transfer or sublease over the rent payable by Tenant under this Lease.

SECTION 3: REMEDIES: On the occurrence of an Event of Default, Landlord may, at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate the Lease Term by written notice to Tenant. Tenant will then immediately quit and surrender the Premises to Landlord, but Tenant will remain liable as hereinafter provided. Following termination, without prejudice to other remedies Landlord may have by reason of Tenant's default or of such termination, Landlord may (i) peaceably reenter the Premises upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Premises, using such legal proceedings as may be available; (ii) repossess the Premises or relet the Premises or any part thereof for such term (which may be for a term extending beyond the Lease Term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion determines, with the right to make alterations and repairs to the Premises; and (iii) remove all personal property therefrom. Following termination, Landlord shall have all the rights and remedies of a landlord provided at law or in equity.

The amount of damages Tenant will pay to Landlord following termination will include all Rent unpaid up to the termination of the Lease Term, the value of any free or reduced rent provided for in this Lease, costs and expenses incurred by Landlord due to such Event of Default and, in addition, Tenant will pay to Landlord as damages, at the election of Landlord (if Landlord shall elect subsection (y) below, it may cease such election at any time), either (x) the amount, discounted to present value (at the then Federal Reserve Bank discount rate) by which, at the time of the termination of the Lease Term or of Tenant's right to possession (or at any time thereafter if Landlord initially elects damages under subsection (y) below), (i) the aggregate of the Rent and other charges projected over the period commencing with such termination and ending on the expiration date of this Lease exceeds (ii) the aggregate projected rental value of the Premises for such period; or (y) amounts equal to the Rent and other charges which would have been payable by Tenant had the Lease Term or Tenant's right to possession not been so



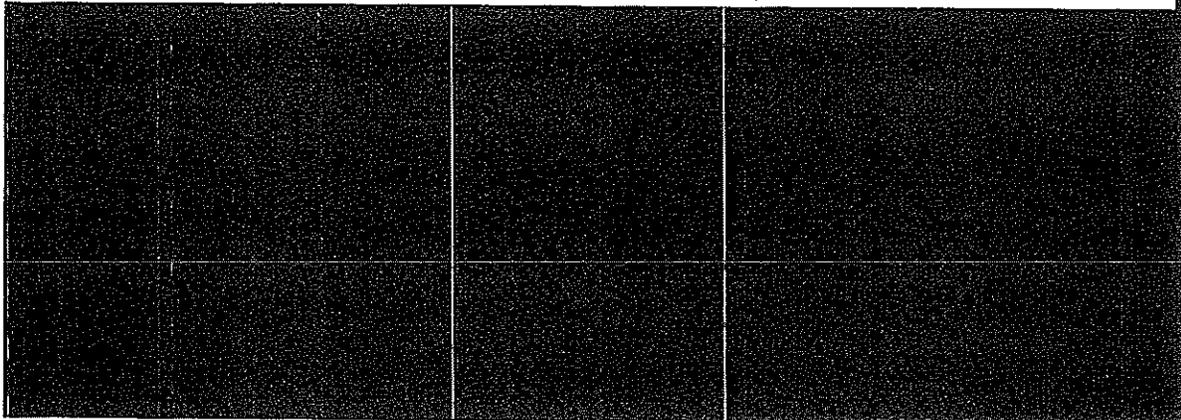
terminated, payable upon the due dates therefor specified herein following such termination and until the expiration date of this Lease, provided, however, that if Landlord re-lets the Premises during such period, Landlord will credit Tenant with the net rents received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents received from such re-letting the expenses incurred or paid by Landlord in terminating this Lease, and the reasonable expenses of re-letting, including, without limitation, altering and preparing the Premises for new tenants, brokers' commissions and legal fees, it being understood that any such reletting may be for a period equal to or shorter or longer than the remaining Lease Term; and provided, further, that in no event (i) will Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder or (ii) will Tenant be entitled in any suit for the collection of damages pursuant to this subsection (y) to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit.

If the Premises or any part thereof are re-let in combination with other space, then proper apportionment on a square foot area basis will be made of the rent received from such re-letting and of the expenses of re-letting. In calculating the Rent and other charges under subsection (x) above, there will be included, in addition to the Rent, other considerations agreed to be paid or performed by Tenant, on the assumption that all such considerations would have remained constant for the balance of the full Lease Term hereby granted. Landlord may re-let the Premises or any part thereof for such rent and on such terms as it determines (including the right to re-let the Premises for a greater or lesser term than the Lease Term, the right to re-let the Premises as part of a larger area and the right to change the character or use made of the Premises). Landlord will use reasonable efforts to relet the Premises and otherwise to mitigate Tenant's damages upon redelivery of the Premises to Landlord. Suit or suits for the recovery of damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein will be deemed to require Landlord to postpone suit until the date when the Lease Term would have expired if it had not been terminated hereunder.

(b) Maintain Tenant's right to possession, in which case this Lease will continue in effect whether or not Tenant has abandoned the Premises. In such event, Landlord will be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises is located.

SECTION 4: DAMAGES. On any termination, Landlord's damages will include all costs and fees, including reasonable attorneys' fees that Landlord incurs in connection with any bankruptcy court or other court proceeding with respect to the Lease, the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant, or the pursuing of any action with respect to Landlord's right to possession of the Premises. All such damages suffered (apart from Rent payable hereunder) will constitute pecuniary damages which will be paid to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceedings.



SECTION 5: CUMULATIVE REMEDIES. Except as otherwise expressly provided herein, any and all rights and remedies which Landlord may have under this Lease and at law and equity are cumulative and will not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time to the greatest extent permitted by law.

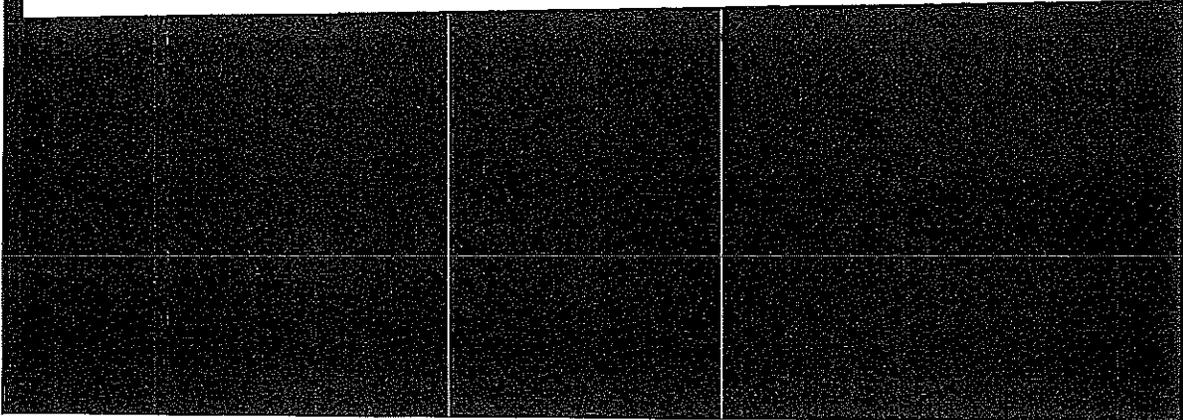
PROTECTION OF LENDERS

SECTION 1: SUBORDINATION. This Lease shall be automatically subordinated to any Mortgage encumbering the Premises. Landlord shall provide to Tenant an instrument in commercially reasonable form providing that the ground lessor, mortgagor or beneficiary of such Mortgage agrees that in the event of the foreclosure or termination of such Mortgage, this Lease and the rights of Tenant hereunder will continue in full force and effect so long as Tenant continues to comply with all its obligations hereunder. "Mortgage" includes any mortgage, deed of trust or ground lease, together with any amendments, additional advances, restatements, modifications or consolidations of such instrument. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its Mortgage and gives written notice thereof to Tenant, this Lease will be deemed prior to such Mortgage whether this Lease is dated prior or subsequent to the date of said Mortgage or the date of recording thereof.

SECTION 2: ATTORNMEN. If Landlord's interest in the Premises is acquired by any ground lessor, beneficiary, mortgagee, or purchaser at a foreclosure sale, Tenant will attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as successor Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

SECTION 3: ESTOPPEL CERTIFICATES. Within ten (10) days after Landlord's request, Tenant will execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or if Landlord is claimed to be in default, setting forth such default in reasonable detail); and (v) such other information with respect to Tenant or this Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Premises may require. Landlord may deliver any such statement by Tenant to any prospective purchaser or encumbrancer of the Premises, and such purchaser or encumbrancer may rely conclusively upon such statement as true and correct. If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon (and Tenant will be estopped from denying): (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under this Lease.

SECTION 4: TENANT'S FINANCIAL CONDITION. Within ten (10) days after request from Landlord from time to time, Tenant will deliver to Landlord Tenant's financial statements



(audited, if available) for the most recent two (2) fiscal years. Such financial statements may be delivered to Landlord's mortgagees and lenders and prospective mortgagees, lenders and purchasers. Landlord shall exercise commercially reasonable efforts to keep all non-public financial statements confidential to Landlord and such mortgagees or prospective purchasers and their respective attorneys, accountants and representatives, and Landlord will use them only in connection with the Premises and this Lease.

MISCELLANEOUS PROVISIONS

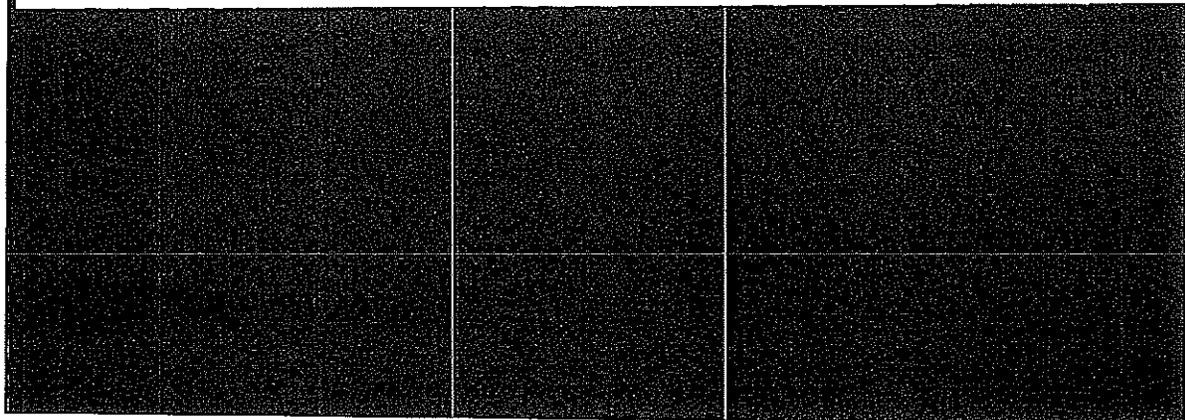
SECTION 1: COVENANT OF QUIET ENJOYMENT. Tenant on paying the Rent and performing its obligations hereunder will peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term without any manner of hindrance from Landlord, subject however to all the terms and provisions hereof.

SECTION 2: LANDLORD'S LIABILITY AND INDEMNITY. The obligations of this Lease run with the land, and this Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No owner of the Premises will be liable under this Lease except for breaches of Landlord's obligations occurring while it is owner of the Premises. The obligations of Landlord will be binding upon the assets of Landlord which comprise the Premises but not upon other assets of Landlord. No individual Representative will be personally liable under this Lease or any other instrument, transaction or undertaking contemplated hereby.

To the fullest extent permitted by law, Landlord will indemnify and hold harmless Tenant from any liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments arising from any act of negligence of Landlord, except to the extent arising out of Tenant's negligence or willful misconduct or breach of this Lease. This indemnity does not cover claims arising from the presence or release of Hazardous Materials.

SECTION 3: NOTICE TO LANDLORD. Tenant will give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any Mortgage encumbering the Premises whose name and address have been furnished to Tenant. Landlord will not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within 30 days after receipt of Tenant's notice or such longer period as may be required to diligently complete such matter. If Landlord (or such ground lessor, mortgagee or beneficiary) can not perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations will be extended by a period of time equal to the duration of such events. Events beyond Landlord's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty or weather conditions, shortages of labor or material, and Legal Requirements.

SECTION 4: HOLDING OVER. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, (i) Tenant will indemnify Landlord against all damages, costs, liabilities and expenses, including attorneys' fees, which Landlord incurs on account of Tenant's



failure to vacate and (ii) the Base Rent will increase to Two Hundred Percent (200%) of the Base Rent then in effect and Tenant's obligation to pay Additional Rent will continue. Any holdover by Tenant does not constitute an extension of the Lease or recognition by Landlord of any right of Tenant to remain in the Premises.

SECTION 5: EXCLUSIVE USE. Landlord hereby grants to Tenant an exclusive for the operation of a restaurant and brewery (i) on the Property and (ii) on any other property which Landlord owns which is on the same block as the Building.

SECTION 6: LANDLORD'S CONSENT. Tenant will pay Landlord its reasonable fees and expenses incurred in connection with any act by Tenant which requires Landlord's consent or approval under this Lease.

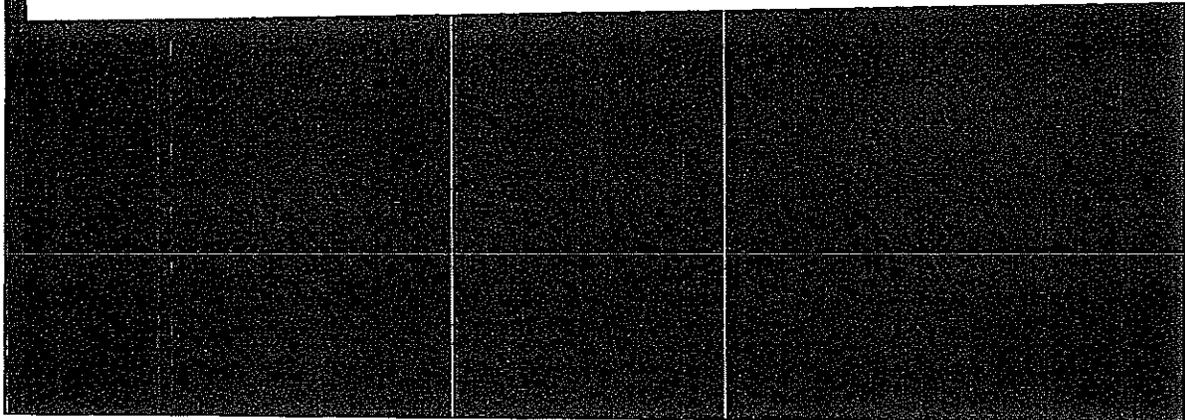
SECTION 7: LANDLORD'S RIGHT TO CURE. If Tenant defaults in the performance of any obligation under this Lease, Landlord will have the right (but is not required) to perform such obligation and, if necessary, to enter upon the Premises. All costs incurred by Landlord (together with interest at the rate of 15% per year but not to exceed the highest legal rate) will be deemed to be Additional Rent under this Lease and will be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any of its other rights or releasing Tenant from any of its obligations under this Lease.

SECTION 8: INTERPRETATION. The captions of this Lease are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural and the plural includes the singular. The masculine, feminine and neuter genders each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" includes Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's express or implied permission. This Lease does not, and nothing contained herein, will create a partnership or other joint venture between Landlord and Tenant. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable will not invalidate the remainder of such provision, which will remain in full force and effect.

SECTION 9: INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Lease is the only agreement between the parties pertaining to the lease of the Premises. All amendments to this Lease must be in writing and signed by all parties. Any other attempted amendment will be void.

SECTION 10: NOTICES. All notices, requests and other communications required or permitted under this Lease will be in writing and personally delivered or sent by a national overnight delivery service which maintains delivery records. Notices will be delivered to Tenant's Notice Address or to Landlord's Notice Address, as appropriate. All notices will be effective upon delivery (or refusal to accept delivery). Either party may change its notice address upon written notice to the other party.

SECTION 11: WAIVERS. All waivers will be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent is not a



waiver and will not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check will be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound by the conditions of such statement.

SECTION 12: MEMORANDUM OF LEASE. Tenant is specifically prohibited from recording this Lease, a memorandum of lease, or any other instrument referencing or describing this Lease.

SECTION 13: BINDING EFFECT; CHOICE OF LAW. This Lease will bind any party who legally acquires any rights or interest in this Lease from Landlord or Tenant, provided that Landlord will have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Premises is located govern this Lease. The parties hereto waive trial by jury in any action, proceeding or counterclaim brought by any party(ies) against any other party(ies) on any matter arising out of or in any way connected with this Lease or the relationship of the parties hereunder.

SECTION 14: EXECUTION OF LEASE. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts will constitute a single binding instrument. Landlord's delivery of this Lease to Tenant is not be deemed to be an offer to lease and will not be binding upon either party until executed and delivered by both parties.

SECTION 15: SURVIVAL All representations and warranties of Landlord and Tenant, Tenant's indemnity under Insurance, Section 4, the provisions of Use of Premises, Section 2 and all obligations of Tenant to pay Additional Rent hereunder, shall survive the termination of this Lease.

SECTION 16: SECURITY DEPOSIT. Upon the execution of this Lease, Tenant will deposit with Landlord the Security Deposit. Landlord may, at its option, apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant, cure any other defaults of Tenant, or compensate Landlord for any loss or damage which Landlord may suffer due to Tenant's default. If Landlord uses any part of the Security Deposit, Tenant will restore the Security Deposit to its full amount within ten (10) days after Landlord's request. No interest will be paid on the Security Deposit, no trust relationship is created herein between Landlord and Tenant with respect to the Security Deposit, and the Security Deposit may be commingled with other funds of Landlord. Upon expiration or termination of this Lease not resulting from Tenant's default and after Tenant has vacated the Premises in the manner required by this Lease, Landlord will pay to Tenant any balance of the Security Deposit not applied pursuant to this Section. If the Security Deposit is in the form of an unconditional, irrevocable letter of credit, such letter of credit will be issued by a financial institution and in a form acceptable to Landlord.

SECTION 17: NO OTHER BROKERS. Landlord and Tenant each represent and warrant to the other that the Brokers are the only agents, brokers, finders or other parties with whom it has dealt who may be entitled to any commission or fee with respect to this Lease or the Premises. Landlord and Tenant each agree to indemnify and hold the other party harmless from any claim, demand, cost or liability, including, without limitation, attorneys' fees and expenses,

asserted by any party other than the Brokers based upon dealings with that party.

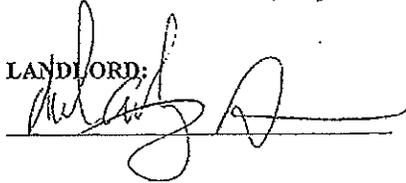
SECTION 18: LEGAL COSTS. In any enforcement proceeding brought by either party with respect to this Lease, the non-prevailing party will pay to the prevailing party in such proceeding all costs, including reasonable attorneys' fees and court costs, incurred by such other party with respect to said proceeding and any appeals therefrom.

SECTION 19: ADDITIONAL PROVISIONS. The exhibits and riders, if any, attached hereto, are incorporated herein by reference.

SECTION 20: RADON. Pursuant to state law, Tenant is hereby notified as follows: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings worldwide. Additional information regarding radon and radon testing may be obtained from your county health unit.

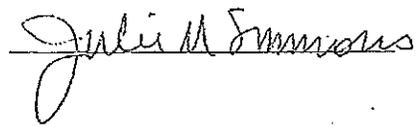
IN WITNESS WHEREOF, the parties have duly affixed their signatures.

LANDLORD:

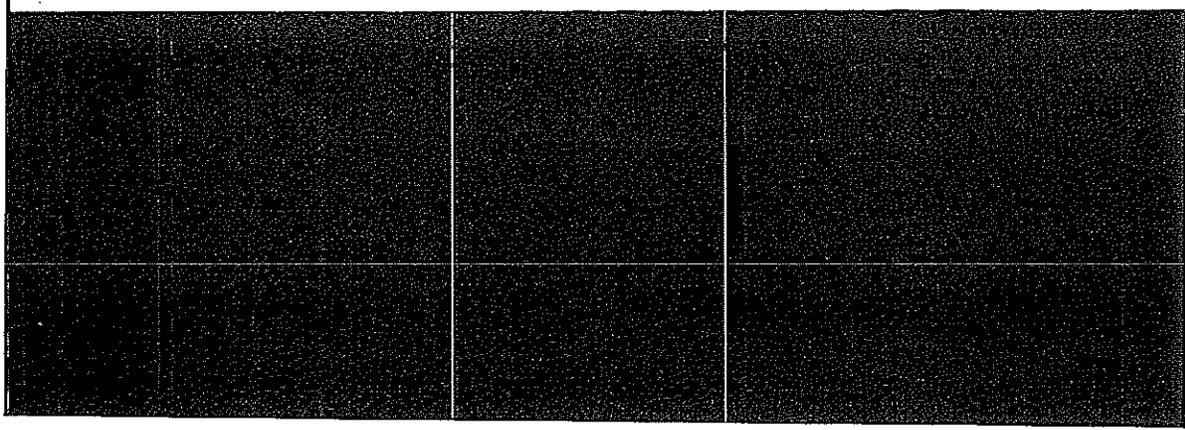


Date: 3/9/15

TENANT:



Date: 3/11/15



ARCHULETA COUNTY
Position Classification
Pay Scale - Effective 1-1-2016

Job Title	FLSA	Grade	Minimum	Midpoint	Maximum
Receptionist		101	\$22,624	\$27,127	\$31,674
Office Assistant					
		102	\$24,541	\$28,467	\$34,371
Treasurer Clerk I		103	\$26,636	\$31,940	\$37,290
Deputy Clerk I (C&R)					
Veterans Services Officer	Exempt				
Administrative Assistant		104	\$28,887	\$34,661	\$40,433
Appraiser I (Assessor)					
Personal Property Appraiser (Assessor)					
Eligibility Tech (DHS)					
Family Advocate (DHS)					
4H Coordinator		105	\$31,339	\$37,603	\$43,898
Accounting Clerk III					
Child Support Legal Tech (DHS)					
Deputy Clerk III (C&R)					
Elections Deputy					
Transportation Program Coordinator					
Planning/Permit Technician					
Appraiser III (Assessor)		106	\$34,011	\$40,812	\$47,610
Accountant III					
Deputy Treasurer					
Engineering Tech					
Recording Supervisor (C&R)					
Life Skills Worker (DHS)	Exempt				
Caseworker I (DHS)	Exempt				
Deputy Assessor		107	\$35,839	\$44,289	\$51,667
Election Administrator					
Accountant	Exempt	108	\$40,054	\$48,056	\$56,036
Chief Deputy Clerk					
Casework Therapist (DHS)	Exempt				
Caseworker II (DHS)	Exempt				
Computer & Network Support Spec.	Exempt	109	\$43,419	\$52,135	\$60,805
GIS Analyst					
Computer Support Specialist					
Executive Assistant (New)					
Airport Manager	Exempt	110	\$47,142	\$56,549	\$65,977
Resource Manager (DHS)					
Casework Supervisor	Exempt				
Planning Manager	Exempt	111	\$51,131	\$61,362	\$71,595
Chief Building Official	Exempt				
Human Resources Administrator	Exempt	112	\$55,479	\$66,579	\$77,679
Finance Director	Exempt	113	\$60,504	\$72,240	\$84,764
County Engineer	Exempt				
Public Works Director	Exempt	114	\$65,308	\$78,393	\$91,432
		115	\$70,858	\$85,034	\$99,211
Human Services Director	Exempt	116	\$76,899	\$92,256	\$107,635
County Administrator	Exempt	117	\$83,430	\$100,103	\$116,797

Administrative & Professional

ARCHULETA COUNTY
Position Classification
Pay Scale - Effective 1-1-2016

Trades & Labor	Job Title	FLSA	Grade	Minimum	Midpoint	Maximum
	Transfer Station Attendant		201	\$22,624	\$27,127	\$31,674
	Custodian		202	\$24,541	\$29,467	\$34,371
	B&G Maintenance Tech.		203	\$26,636	\$31,840	\$37,290
	Bus/Van Driver					
	Recycling Attendant					
	Weed & Pest Technician					
	Assistant Mechanic/Oiler		204	\$28,887	\$34,661	\$40,433
	Equipment Operator I					
	Landfill Operator					
	Lead Landfill Operator		205	\$31,339	\$37,603	\$43,898
	Equipment Operator II					
	Production Control Specialist					
	Equipment Operator III		206	\$34,011	\$40,812	\$47,611
	Airport Maintenance Supervisor					
	Mechanic					
	Roadway Inspector					
	Senior Mechanic		207	\$35,839	\$44,289	\$51,667
	Road & Bridge Foreman		208	\$40,054	\$48,056	\$56,036
	Weed & Pest Supervisor	Exempt				
			209	\$43,419	\$42,135	\$60,805
	Fleet Shop Supervisor		210	\$47,142	\$56,549	\$65,977
			211	\$51,132	\$61,362	\$71,595
			216	\$55,479	\$66,579	\$77,679
		217	\$60,208	\$72,240	\$84,276	
		218	\$65,309	\$78,393	\$91,432	
		219	\$70,858	\$85,034	\$99,211	
		220	\$76,899	\$92,256	\$107,635	
		221	\$83,430	\$100,103	\$116,797	

ARCHULETA COUNTY
Position Classification
Pay Scale - Effective 1-1-2016

Public Safety						
Administrative	Job Title	FLSA	Grade	Minimum	Midpoint	Maximum
	Administrative Assistant Evidence Tech.		300	\$28,887	\$34,661	\$40,433
	Office Manager		301	\$34,011	\$40,812	\$47,611

Non-P.O.S.T Certified Positions			401	\$26,636	\$31,940	\$37,290
	Seasonal Firefighter Dispatcher (Full & Part-Time)		402	\$28,887	\$34,661	\$40,433
			403	\$31,339	\$37,603	\$43,898
	Emergency Operations Deputy					
	Court House Security Officer Detention Officer		404	\$34,011	\$40,812	\$47,611
	Emergency Operations Deputy Director					
	Detention Corporal		405	\$35,839	\$44,289	\$51,667
			406	\$40,054	\$48,056	\$56,036
	Emergency Operations Director	Exempt	407	\$43,419	\$52,135	\$60,805
			408	\$47,142	\$56,549	\$65,977
	Emerg. Communications Mgr	Exempt	409	\$51,132	\$61,362	\$71,595

P.O.S.T Certified Positions	Patrol Deputy		501	\$35,839	\$44,289	\$51,667
	Detective PT Investigator Patrol Corporal		502	\$40,054	\$48,056	\$56,033
	Detective Sgt. Partol Sgt.		503	\$43,419	\$52,135	\$60,805
			504	\$47,142	\$56,549	\$65,977
			505	\$51,132	\$61,362	\$71,595
			506	\$55,479	\$66,879	\$77,679
	Undersheriff	Exempt	507	\$55,479	\$66,579	\$77,679

RESOLUTION NO. 2016-____

**A RESOLUTION APPROVING THE CONSOLIDATION OF CERTAIN
LOTS IN ARCHULETA COUNTY, COLORADO**

WHEREAS, the Board of County Commissioners of Archuleta County, Colorado, has heretofore adopted regulations relating to the consolidation of lots in Archuleta County, Colorado, (Resolution No. 2006-25); and

WHEREAS, the Board has received an application from Barry and Loretta L. Kissell Revocable Trust, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

WHEREAS, the Board has found that Barry and Loretta L. Kissell Revocable Trust, has met all the requirements contained in said regulations for Lot Consolidations and the Board may consolidate the hereafter mentioned lots.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Archuleta County as follows: The Chair does hereby sign on authority granted by the Board of County Commissioners and approves the consolidation of Lots 121 and 122, Lake Hatcher Park, according to the plat thereof filed for record November 5, 1973, as Reception No. 78738, Archuleta County, Colorado, to become Lot 121X with the condition that if, at a future date, there is a request to split or re-subdivide the consolidated lots, the applicant must comply with the applicable Land Use Regulations in effect at the time the application is made.

APPROVED AND ADOPTED DURING A MEETING DULY AND REGULARLY CALLED, NOTICED, CONVENED AND HELD IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, this 5th day of April, 2016.

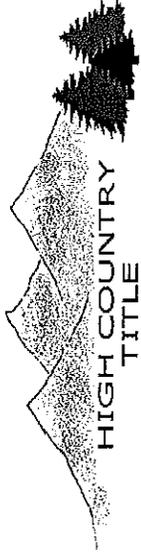
The Board of County Commissioners
Archuleta County, Colorado

ATTEST:

June Madrid,
Archuleta County Clerk and Recorder

Chairman Michael Whiting

Return copy to Planning Dept.



High Country Title, Inc.
Post Office Box 2400
486 Lewis Street
Pagosa Springs, CO 81147
(970) 264-2128 Office
(970) 264-2130 Fax

OWNERSHIP & ENCUMBRANCE REPORT
O&E- 16-3581

March 3, 2016

Loretta Kissell
Barry Kissell

RE: O&E Report 16-3581

PROPERTY DESCRIPTION(S):

Lots 121 and 122, Lake Hatcher Park, according to the plat thereof filed November 5, 1973, as Reception No. 78738, in the office of the Clerk and Recorder, Archuleta County, Colorado.

TAX SCHEDULE NO(S):

5583-361-01-092 as to Lot 121
5583-361-01-093 as to Lot 122

VESTED OWNER(S):

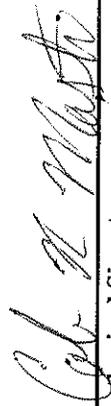
The Barry and Loretta L. Kissell Revocable Trust by Quit Claim Deed recorded 6/1/2006 as Reception No. 20605260, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 121)

The Barry and Loretta L. Kissell Revocable Trust by Warranty Deed recorded 11/30/2015 as Reception No. 21508805, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 122)

LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF February 26, 2016 AT 8:00 A.M.:

Deed of Trust dated April 20, 2005 from Barry Kissell and Loretta L. Kissell to the Public Trustee of Archuleta County securing a note payable in the principal amount of \$150,000.00 payable to Wells Fargo Bank, said Deed of Trust recorded on April 22, 2005 as Reception No. 20503858, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 121)

Any tax, assessment, fee or charge by reason of the inclusion of the subject property in any Property Owners Association, Water and Sanitation District as supported by the most recent Certificate of Taxes Due, issued by the Archuleta County Treasurer's Office.



Authorized Signature

THE INFORMATION SET FORTH IN THIS REPORT IS BASED ON A CAREFUL SEARCH AND EXAMINATION OF THE RECORDS OF THE ARCHULETA COUNTY CLERK AND RECORDER'S OFFICE. HOWEVER, THIS REPORT IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE, NOR AN OPINION OF TITLE, NOR A GUARANTY OF TITLE, AND THE LIABILITY HEREIN SHALL NOT EXCEED THE AMOUNT PAID FOR THIS REPORT

RESOLUTION NO. 2016-____

**A RESOLUTION APPROVING THE CONSOLIDATION OF CERTAIN
LOTS IN ARCHULETA COUNTY, COLORADO**

WHEREAS, the Board of County Commissioners of Archuleta County, Colorado, has heretofore adopted regulations relating to the consolidation of lots in Archuleta County, Colorado, (Resolution No. 2006-25); and

WHEREAS, the Board has received an application from Kelly R. And Anne Baalman, to consolidate certain lots in Archuleta County pursuant to the regulations heretofore adopted by the Board; and

WHEREAS, the Board has found that Kelly R. And Anne Baalman, has met all the requirements contained in said regulations for Lot Consolidations and the Board may consolidate the hereafter mentioned lots.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Archuleta County as follows: The Chair does hereby sign on authority granted by the Board of County Commissioners and approves the consolidation of Lots 340 and 341, Pagosa in the Pines Unit 2, according to the plat thereof filed for record February 7, 1972, as Reception No. 75408, Archuleta County, Colorado, to become Lot 340X with the condition that if, at a future date, there is a request to split or re-subdivide the consolidated lots, the applicant must comply with the applicable Land Use Regulations in effect at the time the application is made.

APPROVED AND ADOPTED DURING A MEETING DULY AND REGULARLY CALLED, NOTICED, CONVENED AND HELD IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, this 5th day of April, 2016.

The Board of County Commissioners
Archuleta County, Colorado

ATTEST:

June Madrid,
Archuleta County Clerk and Recorder

Chairman Michael Whiting

Return copy to Planning Dept.



High Country Title, Inc.
Post Office Box 2400
486 Lewis Street
Pagosa Springs, CO 81147
(970) 264-2128 Office
(970) 264-2130 Fax

OWNERSHIP & ENCUMBRANCE REPORT
O&E- 16-3584

March 3, 2016

Anne Baalman

RE: O&E Report 16-3584 (Lot Consolidation)

PROPERTY DESCRIPTION(S):

Lots 340 and 341, Pagosa In The Pines Unit Two, according to the plat thereof filed February 7, 1972, as Reception No. 75408, in the office of the Clerk and Recorder, Archuleta County, Colorado.

TAX SCHEDULE NO(S):

5699-171-05-018 as to Lot 340

5699-171-05-017 as to Lot 341

VESTED OWNER(S):

Kelly R. Baalman and Anne M. Baalman as to Joint Tenants by Warranty Deed recorded July 5, 2012 as Reception No. 21204173, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 340)

Kelly R. Baalman and Anne M. Baalman as to Joint Tenants by Warranty Deed recorded March 13, 2014 as Reception No. 21401242, in the office of the Clerk and Recorder, Archuleta County, Colorado. (As to Lot 341)

LIEN(S) AND ENCUMBRANCE(S) OF RECORD AS OF February 26, 2016 AT 8:00 A.M.:

NONE

Any tax, assessment, fee or charge by reason of the inclusion of the subject property in any Property Owners Association, Water and Sanitation District as supported by the most recent Certificate of Taxes Due, issued by the Archuleta County Treasurer's Office.

Authorized Signature

THE INFORMATION SET FORTH IN THIS REPORT IS BASED ON A CAREFUL SEARCH AND EXAMINATION OF THE RECORDS OF THE ARCHULETA COUNTY CLERK AND RECORDER'S OFFICE. HOWEVER, THIS REPORT IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE, NOR AN OPINION OF TITLE, NOR A GUARANTY OF TITLE, AND THE LIABILITY HEREIN SHALL NOT EXCEED THE AMOUNT PAID FOR THIS REPORT

SERVING ARCHULETA, LA PLATA, MINERAL, HINSDALE, RIO GRANDE COUNTIES

**PAGOSA LAKES PROPERTY OWNERS ASSOCIATION AND ARCHULETA
COUNTY REGIONAL TRAIL CONSTRUCTION AND GRANT ADMINISTRATION
AGREEMENT**

This agreement, made effective as of this ___ day of _____, 2016 between the Archuleta County Board of County Commissioners (hereinafter referred to as the "County"), and the Pagosa Lakes Property Owners Association (hereinafter referred to as "PLPOA"), shall establish an operational understanding as it relates to the administration of a grant received by the County.

WHEREAS, the County in conjunction with PLPOA, pursued and received a grant, Grant 1133-113B Pagosa Regional Trail 85393 CTGGI 2016_01164 from the State of Colorado, Department of Natural Resources, Division of Parks and Wildlife (hereinafter called the "State" or "CPW") for the construction of trails in the Pagosa Lakes area, and

WHEREAS, while the County is named as the grant recipient, PLPOA will be responsible for all aspects of grant administration (with the express exceptions of any items listed below as they may relate to County supervision and review of reimbursement requests), and

WHEREAS, PLPOA will be responsible in their entirety all aspects of construction management and administration, and

WHEREAS, the County and PLPOA wish to memorialize certain operational activities as they relate to the grant award. The agreement shall include the following provisions:

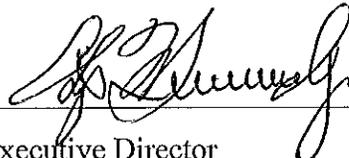
- All parties agree not to add new items to the scope of the project.
- All parties agree that if some modification to the existing project scope seems to be required, it will only be done if mutually agreed by all parties.
- If adjustments to the existing scope of work add costs to the program, the funding to cover those additional costs must be guaranteed in writing by PLPOA.
- PLPOA agrees that they are liable for all costs incurred by Davis Engineering related to this project.
- PLPOA agrees that they are liable for all costs incurred by the Contractor awarded a contract by the County to execute this project.
- The County agrees to execute contracts with Davis Engineering. This contract(s) will set the agreed upon compensation to the amounts budgeted in the grants.
- The County agrees to execute contracts with the contractor. This contract(s) will set the agreed upon compensation to the amounts budgeted in the grants.
- PLPOA is liable to reimburse the County for any costs incurred on the project, but rejected by the State, for any reason.
- Invoices submitted by Davis Engineering for services provided will be examined by PLPOA, and if approved, forwarded to Archuleta County. Archuleta County will examine the invoices, and if they appear reimbursable under the grant, will pay them.
- Invoices submitted by the contractor performing the construction, will be submitted to Davis, who will examine and approve them by signature (if found acceptable), then forwarded to PLPOA for the same kind of examination and approval, then forwarded to Archuleta County for its own examination and approval. If found acceptable by all

parties, and if they appear to be within the constraints of the grant, the invoices will be paid.

- All parties agree that ultimately, invoices may have to be paid according to law and the terms of the contracts controlling them, even if one or more party does not sign approval.
- The County will not "front" any cash for the project. PLPOA must guarantee to provide the working capital for the project, according to this process:
 - When PLPOA forwards invoices for payment, they will forward funds equal in amount at that time.
 - The County will pay the invoices, using the PLPOA funds, then submit to the State requests for reimbursement according to the terms of the grant.
 - When the State pays, the County will convey those payments to PLPOA.
 - The net effect will be that PLPOA will be "out" amounts equal to their match.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals effective as of the day and year first above written.

PAGOSA LAKES PROPERTY OWNERS ASSOCIATION

By: 
Executive Director

Date: 5/28/16

BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY

By: _____
Chairman, Board of County Commissioners

Date: _____

Memorandum

TO: Chairman Michael Whiting and the Archuleta County Board of Commissioners

DATE: April 5, 2016

FROM: Bentley Henderson

RE: Waiver of recycle center fees

Provided for your consideration is a request by SOS to waive the drop-off fee at the County's recycling facility in recognition of Earth Day which is April 22nd. The request is for a waiver of the fees for the entire week of April 16th through April 23rd. Attached below is some information provided to staff from SOS outlining their request.

The first Earth Day was held on April 22, 1970. Earth Day ushered in a new public awareness of environmental issues and led to many environmental laws being enacted as a result. Earth Day has since become a worldwide event with a billion participants around the globe. SOS is a local nonprofit organization dedicated to a sustainable lifestyle for Southwestern Colorado residents. SOS has sponsored Earth Day in Pagosa since 2008. Our focus this year is recycling. Archuleta County continues to lead in sustainability and environmental awareness and has greatly improved its recycling processes with the addition of new equipment and new personnel. SOS wishes to keep our residents informed and dedicated to the recycling opportunities available in Archuleta County. We, therefore request the BoCC to waive the fees to local residents during Earth Week, April 16-23. In doing so, the BoCC publicly endorses the recycling program and improvements, encourages all residents to recycle, promotes environmental awareness and invests in a new and potentially lucrative revenue stream. Thank you for your time and consideration.



Archuleta County Sheriff's Office

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the Archuleta County, Colorado (hereinafter referred to as "County") and the Old Town Market (hereinafter referred to as "Contractor").

WHEREAS, COUNTY is desirous of entering into an agreement with the Contractor to provide meals for inmates of the Archuleta County Detentions Facility.

NOW THEREFORE, IN CONSIDERATION of the monies to be provided and received and the other terms and conditions contained herein, the parties hereto agree as follows:

A. TERM

The term of this agreement is from February 24, 2016 through December 31st, 2016, unless terminated by either party according to the terms contained herein.

B. SCOPE OF WORK

The parties shall perform the Scope of Work described in "Exhibit A" to this Agreement, attached hereto and incorporated herein by reference.

C. REPORTING REQUIREMENTS

The Contractor will provide the County with monthly invoices. These invoices will include the date, as well as the number of breakfasts, lunch and dinners prepared for each day.

The Contractor will also provide the County a preplanned menu every two weeks; for the upcoming two weeks. This menu can be emailed to the County Representative or delivered with the meals upon pickup. Changes to the menu should be communicated to the County Representative or any member of the Detention Staff as soon as possible.

D. INSPECTION & DEFAULT

County reserves the right to periodically inspect project work and Contractors license required to perform project work. If the work is being performed incorrectly, or the



Archuleta County Sheriff's Office

license is not properly maintained, the County may notify Contractor of such deficiency and offer Contractor an opportunity to correct said work (or license); or if such incorrect work constitutes a substantial breach of this Agreement, County reserves the right to terminate this Agreement immediately upon written notice to Contractor. In the event of default by either party to this Agreement, the non-defaulting party may seek any and all remedies at law or in equity.

E. COMPENSATION

The parties hereto agree that the Contractor will be paid for its services at the rate of \$6.00 each breakfast, \$9.00 each lunch and \$9.00 each dinner prepared. Special meals for holidays, or to meet the special needs of an inmate(s) may be paid at different rates, if authorized by the County in advance. In no case shall compensation under this contract exceed \$40,000 during the contract period of Feb. 24th to Dec. 31, 2016. The Contractor will not be required to provide meals that would result in invoicing that exceeds \$40,000 during the contract period. The Compensation referred to herein shall be drawn monthly. The monthly amount paid will be based on the monthly invoice. The Contractor agrees to supply an invoice no later than the 10th day following the month services were provided, indicating that the services have been provided for the prior month. Payments will be made by County within 30 days of receipt of an acceptable invoice. Failure to provide invoices as required herein during the term of this Agreement shall relieve both the State and the COUNTY of payment for those respective services.

F. APPROPRIATION

This Agreement shall be subject to and conditioned upon appropriation of funds by the Archuleta Board of County Commissioners. Any financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted or otherwise made available.

G. TERMINATION

Either party upon 30 days written notice to the other party at the address contained herein may terminate this Agreement for any reason.



Archuleta County Sheriff's Office

Archuleta County
Sheriff's Department
PO Box 638
Pagosa Springs, CO 81147
970-264-8444

Jack Searle
dba: Old Town Market and Deli
PO Box 5692
Pagosa Springs, CO 81147
970-264-5200

H. TIME

Time is of the essence for all provisions of this Agreement.

I. SEVERABILITY

The parties hereto agree that each term and condition contained herein is severable. In the event that any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.

J. INDEMNITY

Contractor shall indemnify COUNTY from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby or based upon any violation of any statute, regulation and in the defense of any such claims or actions.

K. MODIFICATIONS AND AMENDMENT

- a) Modifications by Operation of Law - This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.
- b) Programmatic or Budgetary Modifications - No programmatic or budgetary modifications that affect the project shall be made by the Contractor without the County's written authorization after written request by the Contractor. COUNTY shall withhold such authorization in its good faith discretion.
- c) Other Modifications - If either COUNTY or the Contractor desire to modify the terms of this Agreement other than set forth in Subparagraphs (a) and (b) above, written notice of the proposed modification shall be given to the other parties in an



Archuleta County Sheriff's Office

amendment to this Agreement properly executed and approved in accordance with applicable law.

L. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and federal law and regulations governing the privacy of certain health information.

M. LEGAL VENUE

The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Archuleta County, Colorado. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees.

N. CONFIDENTIALITY

The Contractor shall safeguard information and confidentiality of cases referred by COUNTY to the Contractor.

O. BINDING

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

P. FACSIMILE

A facsimile copy of this Agreement and any signatures thereon will be considered for all purposes as originals.



Archuleta County Sheriff's Office

Q. COUNTY REPRESENTATIVE

The County Representative for all matters related to this agreement is Undersheriff Tonya Hamilton, who may be contacted at 970-264-8444, or thamilton@archuletacounty.org or PO Box 638, Pagosa Springs, CO 81147.

IN WITNESS WHEREOF, the parties hereto have agreed the day and year first above written.

Handwritten signature of Richard Valdez in black ink.

Richard Valdez, Sheriff
Archuleta County Sheriff's Department
P.O. Box 638
Pagosa Springs, CO 81147

2/29/16

Date

Handwritten signature of Jack Searle in black ink.

Jack Searle dba: Old Town Market and Deli
PO Box 5692
Pagosa Springs, CO 81147

2/26/16

Date



Archuleta County Sheriff's Office

EXHIBIT A: SCOPE OF WORK

Archuleta County Sheriff's Department Obligations:

- a. Archuleta County Sheriff's Department staff will call Old Town Market prior to each meal to instruct how many inmate meals are required, even if there are none.
- b. Sheriff's Department staff are responsible for picking up all inmate meals prepared by the Contractor and delivering them to the Archuleta County Detentions Facility.

Contractor Obligations:

- a. Will not prepare meals with any type of peanut products.
- b. Will prepare meals and portions in a healthy manner.
- c. Will prepare kosher meals, meals for special dietary requirements or meals for religious reasons when needed and as close to the requests as possible.
- d. Will prepare portions and meals to meet the 2000-2400 caloric intake guidelines and agree to serve from each of the basic food groups.
- e. Will give as much advance notice to the County when the Deli will not be open or available to prepare meals.

Approved this 5th day of April, 2016

BOARD OF COUNTY COMMISSIONERS

Michael Whiting, Chairman

ATTEST:

June Madrid, Clerk and Recorder



April 5, 2016

Honorable Senator Ellen Roberts
Colorado State Senate
200 E. Colfax Ave.
Denver, CO 80203

Dear Senator Roberts:

For several years, local governments have been struggling with how to address the challenges that emerge when oil and gas development is proposed in residential areas. Our communities are working to limit impacts of oil and gas development on our air and water quality, and traffic, and nuisance issues like noise and dust.

Local governments have siting authority for all industrial operations, including oil and gas development. However, in recent years, the oil and gas industry and state agencies have argued that regulating oil and gas development is the sole purview of the state, and not the local governments. They claim that the oil and gas industry, one of the most lucrative in the world, could not prosper if local communities adopted their own measures to the limit impacts of oil and gas industrial development.

Our communities routinely regulate industrial activities under our land use authority; in fact, no other industry enjoys this special treatment afforded to the oil and gas industry. The mining industry, land developers, and home builders are all subject to local building codes and zoning restrictions. These industries are thriving and prospering in Colorado.

Local government officials have a duty to protect public health, safety and welfare. Our constituents expect their local governments to have a role when it comes to siting all industrial facilities. The impacts of oil and gas development may include: increased heavy-truck traffic, air pollution, loud machinery at all hours, spills of noxious chemicals, and a potential legacy of both surface and groundwater pollution. Local governments, working in collaboration with the Colorado Oil and Gas Conservation Commission and the oil and gas industry, must be provided tools to balance oil and gas development with other land uses.

Representatives Mike Foote and Su Ryden and Senators Matt Jones and Jessie Ulibarri have brought HB 16-1355 to address this need and clarify that local governments have the authority to site oil and gas operations. This legislation is a reasonable, small step toward clarifying the siting process and ensuring local governments can weigh in on behalf of their citizens.

We thank the legislators for their work on this issue and urge you to support the legislation when it comes before you.

Sincerely,

Steve Wadley
District 1

Clifford Lucero
District 2

Michael Whiting
District 3



April 5, 2016

Honorable Representative J. Paul Brown
Colorado House of Representatives
200 E. Colfax Ave.
Denver, CO 80203

Dear Representative Brown:

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