



REVISED
REGULAR MEETING AGENDA

City of Black Hawk City Council
211 Church Street, Black Hawk, CO

April 13, 2022
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. SWEARING IN OF INCUMBENTS:
6. EXECUTIVE SESSION:

Executive Session to hold a conference with the City's Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) regarding the City's trademarks and regarding land use issues.

7. PUBLIC COMMENT: *Please limit comments to 5 minutes*
8. APPROVAL OF MINUTES: March 23, 2022
9. PUBLIC HEARINGS:
 - A. Resolution 22-2022, A Resolution Amending the City of Black Hawk 2021 Budget
 - B. Resolution 23-2022, A Resolution Amending the City of Black Hawk 2022 Budget
 - C. Local Liquor License Authority Consideration of a New Hotel & Restaurant Liquor License for JKQ Consolidated LLC dba JKQ BBQ & Grill at 200 Gregory Street
10. ACTION ITEMS:
 - A. Resolution 24-2022, A Resolution Approving an Exemption Plat for Black Hawk Park, Exemption No. 1 Final Plat
 - B. Resolution 25-2022, A Resolution Approving a Trademark License Agreement with the Gregory Street Hard District Business Marketing Association
 - C. **Resolution 26-2022, A Resolution Approving the Contract to Buy and Sell Real Estate (Land) Between the City as Buyer and Eagle Property, LLC as Seller**

11. CITY MANAGER REPORTS:

12. CITY ATTORNEY:

13. EXECUTIVE SESSION:

Executive Session to hold a conference with the City's Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) regarding potential legislation, and to instruct negotiators regarding City-owned land on Gregory Hill, the Gregory Street HARD District, and other City-owned property, pursuant to C.R.S § 24-6-402(4)(e).

14. ADJOURNMENT:

MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community



**City of Black Hawk
City Council**

March 23, 2022

MEETING MINUTES

On his 60th birthday, Alderman Hal Midcap and his wife Karen rang the bell to open the meeting.

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, March 23, 2022, at 3:00 p.m.
2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.

Staff Present: Acting City Attorney Vera, City Manager Cole, Fire Chief Woolley, Police Chief Moriarty, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, City Engineer Reed, Community Planning & Development Director Linker, Development Services Coordinator Richards, Baseline Consultants Harris, Jones, and Rivas, and Deputy City Clerk Martin.
- PLEDGE OF ALLEGIANCE:** Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.
3. **AGENDA CHANGES:** Deputy City Clerk Martin said the agenda was revised by adding a topic under the City Manager Reports section.
4. **CONFLICTS OF INTEREST:** Acting City Attorney Vera asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. City Council noted no conflicts.

Acting City Attorney Vera asked the audience if there were any objections to any member of the Council voting on any issue on the agenda this afternoon. There were no objections noted.
5. **PUBLIC COMMENT:** Deputy City Clerk Martin confirmed that resident and business owner Tom Feeney had signed to speak on agenda item 8A.

6. APPROVAL OF
MINUTES:

March 23, 2022

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve the Minutes as presented.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

7. PUBLIC HEARINGS:

A. CB4, An Ordinance Repealing and Reenacting Article VI of Chapter 18 of the Black Hawk Municipal Code, Entitled Flood Damage Prevention

Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultants Vince Harris and Matt Jones introduced this item. Mr. Jones, PE, resident floodplain expert, went through his presentation. He said FEMA and the Colorado Conservation Board contracted with AECOM to redo all of the floodplains within Gilpin County, effective April 6. From that review, Black Hawk now qualifies for 60.3(c) of the National Flood Insurance Program because the City has more than one floodplain and modeled flood elevations. He said as per FEMA policy, whenever a study and maps are updated, the community is required, at a minimum, to come into compliance. After review, the City's code was not adequate. The approval of this Ordinance would bring the City into compliance.

Alderman Midcap asked why two of the houses were back in the floodplain, to which Mr. Jones replied the flood elevation was determined to be higher.

Alderman Midcap also asked about vents in a crawl space, and Mr. Jones said that during a flood, hydraulic forces would be the same on both sides of the house so that water would flow through and, yes, possibly flood the crawlspace, but not physically move the house.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB4, an Ordinance repealing and reenacting Article VI of Chapter 18 of the Black Hawk Municipal Code, entitled Flood Damage Prevention open and invited anyone wanting to address the Board either "for" or "against" the proposed Ordinance to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

**MOTION TO
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Bennett to approve CB4, an Ordinance repealing and reenacting Article VI of Chapter 18 of the Black Hawk Municipal Code, entitled Flood Damage Prevention.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

B. CB5, An Ordinance Amending Certain Provisions of the Black Hawk Municipal Code Regarding Off Street Parking

Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultant Harris explained the proposed updates to the parking code to include standards for distilleries, tasting rooms, and distillery warehouses. He mentioned the Site Development Plan for the Rick Thomas Distillery, which had to request a parking variance last year because the City did not have specific standards outlined in the code for this particular use.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB5, an Ordinance amending certain provisions of the Black Hawk Municipal Code regarding off street parking open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve CB5, an Ordinance amending certain provisions of the Black Hawk Municipal Code regarding off street parking.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

C. Resolution 19-2022, A Resolution Approving a Site Development Plan for the City-Owned Building Located at 221 Gregory Street

Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultants Vince Harris and Alyssa Rivas introduced this item. Ms. Rivas went through the presentation. She said the Site Development Plan was not approved when Council approved the minor subdivision and Certificate of Architectural Compatibility in 2020. She added that this is the final land use approval required for the property’s renovation of converting the building into four retail spaces with a shared common area, including restrooms and an elevator.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 19-2022, a Resolution approving a Site Development Plan for the City-owned building located at 221 Gregory Street open and invited anyone wanting to address the Board either “for” or “against” the proposed Resolution to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

**MOTION TO
APPROVE**

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 19-2022, a Resolution approving a Site Development Plan for the City-owned building located at 221 Gregory Street.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

8. ACTION ITEMS:

A. Resolution 20-2022, A Resolution Conditionally Approving a Certificate of Appropriateness for the Exterior Work Proposed to Crook’s Palace Located at 200 Gregory Street

Mayor Spellman read the title.

Community Planning & Development Director Linker and Historic Preservation consultant Ashley Bushey from Pinyon Environmental presented this item. Ms. Bushey explained that Crook’s Palace is on the National Historic Landmark registry and falls under Chapter 16 of the Black Hawk Municipal Code for historic renovation guidelines. She noted that the Certificate of Appropriateness did meet the requirements and pointed out that the proposed covered patio attaches to the non-historic addition, not to the historic building, so it could revert back and not affect the historic portion of the building. The Historic Preservation Commission met on March 15, 2022, and unanimously agreed to recommend conditional approval to City Council.

Alderman Midcap asked if any changes to the design would cause this to come back before Council again. Ms. Bushey replied it has to match the design plans approved on February 25, 2022; if there is a slight change, for example, what is etched in the glass, then no, but if a change is made to the footprint, then yes. Mayor Spellman informed Council that the left and the right column lights on the patio would be removed because the one on the right is too low for the sidewalk, and to make it symmetrical, they will remove the left one as well, leaving only the two center column lights. Ms. Bushey confirmed this type of change does not need approval.

Resident and business owner, Tom Feeney, asked to speak on the stone wall feature proposed around the new patio. He said he doesn't think the stone veneer would look good and recommends using real stone.

**MOTION TO
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 20-2022, a Resolution conditionally approving a Certificate of Appropriateness for the exterior work proposed to Crook's Palace located at 200 Gregory Street.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

B. Resolution 21-2022, A Resolution Approving a Professional Services Agreement with Weecycle Environmental Consulting, Inc. for Environmental Testing and Abatement Consulting Services in the Amount Not to Exceed \$50,000

Mayor Spellman read the title.

Community Planning & Development Director Linker introduced this housekeeping item. She said staff was unsure of what Weecycle services would be needed at the beginning of the year when on-call agreements are typically approved, but now there are a few City programs requiring their services. She said the January 11, 2023 expiration date would match the other on-call agreements.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 21-2022, a Resolution approving a Professional Services Agreement with Weecycle Environmental Consulting, Inc. for environmental testing and abatement consulting services in the amount not to exceed \$50,000.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

**9. CITY MANAGER
REPORTS:**

City Manager Cole discussed a change to City operations. He said there are multiple departments now with varied schedules, and with the rising fuel prices, he suggests the City move from a five-day workweek of Monday through Friday to a four-day workweek Monday through Thursday, closed on Fridays. He added it is hard to recruit and retain employees, and this will also boost moral. He said the employees would still work 40 hour weeks with 30-minute on-the-clock lunches. Of course, he said, Fire, Police and some Public Works will still be operating 24/7 and already have flexibility within their departments. He suggests trying it out and, by September 1, reviewing what the impact has been on residents and workloads. Mayor Spellman added that if any residents

still needed to conduct City business on Fridays, staff would accommodate by making an appointment. Aldermen Armbright and Bennett thought it was a great idea and asked what took so long? There was unanimous support for this idea.

10. CITY ATTORNEY: Acting City Attorney Vera had nothing to report.

11. EXECUTIVE
SESSION:

Acting City Attorney Vera recommended item number 5 only for Executive Session to instruct negotiators regarding City-owned land on Gregory Hill, the Gregory Street HARD District, and other City-owned property, as well as the potential for acquisitions of other property.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:25 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:00 p.m.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 4:00 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

RESOLUTION 22-2022
A RESOLUTION
AMENDING THE CITY OF
BLACK HAWK 2021
BUDGET

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 22-2022

TITLE: A RESOLUTION AMENDING THE CITY OF BLACK HAWK 2021
BUDGET

WHEREAS, upon due and proper notice, published or posted in accordance with the law, a public hearing was held on April 13, 2022 on the proposed amendments to the 2021 budget, and interested persons were given the opportunity to register any objections to the proposed amended budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. That the budget as amended and attached hereto, is hereby approved and adopted as the 2021 amended budget of the City of Black Hawk.

Section 2. That the amended budget hereby approved and adopted shall be signed by the Mayor and made a part of the public records of the City.

Section 3. That the sums for 2021, on the attached amended budget, are hereby appropriated from the revenue of each fund, for the purposes stated.

RESOLVED AND PASSED this 13th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2021 Budget Amendment

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Resolution 22-2022, A Resolution Amending the City of Black Hawk 2021 Budget.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: As detailed in the Exhibit, multiple line items from the 2021 Adopted Budget need amending. Many of the amendments are in relation to the 2021 Lease Purchase Financing of \$20,000,000. Other amendments are simply rolling budget authority over from previous years. Other line items need additional budget authority due to changes to the scope of work on Gregory Hill. The two line items for Land Acquisitions need additional authority are the result of purchases not contemplated during the 2021 Budget process. Finally, the increased Sales tax paid to the Gilpin School District is the result of Sales Tax Revenue exceeding 2021 Budgeted projections.

AGENDA DATE: April 13, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: Fund Balance, Excess Revenues

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Amendment Detail by Account

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

Lance Hillis

Lance Hillis, Finance Director

REVIEWED BY:

Stephen N. Cole

Stephen N. Cole, City Manager

CITY OF BLACK HAWK, COLORADO
PROPOSED BUDGET AMENDMENT
2021 ANNUAL BUDGET

Department	Account Number	Account Description	Current Budget	Proposed Adjustment	Proposed Budget	Comments/Notes
FINANCE	010-1101-4115831	GILPIN SCHOOL DISTRICT SALES TAX	834,000	680,000	1,514,000	SALES TAX COLLECTIONS HIGHER THAN BUDGETED
FINANCE	010-9500-4919504	TRANSFER OUT-WATER FUND	-	5,000,000	5,000,000	2021 LEASE PURCHASE PROCEEDS TO WATER FUND
FINANCE	010-9500-4919507	TRANSFER OUT-CAPITAL PROJECTS FUND	1,500,000	7,500,000	9,000,000	2021 LEASE PURCHASE PROCEEDS TO CAPITAL FUND
FINANCE	010-9500-4919508	TRANSFER OUT-PRESERVATION FUND	-	7,500,000	7,500,000	2021 LEASE PURCHASE PROCEEDS TO PRESERVATION FUND
		TOTAL GENERAL FUND EXPENSE REVISIONS		20,680,000		
FINANCE	203-0000-5025814	GREGORY STREET PLAZA	-	3,500,000	3,500,000	ROLLOVER OF PREVIOUS AUTHORIZATION
FINANCE	203-0000-5027102	LAND	-	400,000	400,000	UNANTICIPATED PURCHASES
		TOTAL PRESERVATION FUND EXPENSE REVISIONS		3,900,000		
FINANCE	204-4801-4817401	CAPITAL REPLACEMENT	-	170,000	170,000	ROLLOVER FROM 2020-DELAY IN DELIVERY
		TOTAL TRANSPORTATION FUND EXPENSE REVISIONS		170,000		
FINANCE	305-3101-4317571	GREGORY HILL IMPROVEMENTS	2,780,000	750,000	3,530,000	EXPANDED SCOPE OF PROJECT
FINANCE	305-3101-4317102	LAND	-	90,000	90,000	UNANTICIPATED PURCHASES
		TOTAL CAPITAL PROJECTS FUND EXPENSE REVISIONS		840,000		
FINANCE	401-0000-4718301	DEBT ISSUANCE COSTS	-	190,000	190,000	COST OF 2021 LEASE PURCHASE FINANCING
		TOTAL DEBT SERVICE FUND EXPENSE REVISIONS		190,000		
FINANCE	501-3151-4607422	WATER CAPITAL-GREGORY HILL	375,000	675,000	1,050,000	EXPANDED SCOPE OF PROJECT
		TOTAL WATER FUND EXPENSE REVISIONS		675,000		

RESOLUTION 23-2022
A RESOLUTION
AMENDING THE CITY OF
BLACK HAWK 2022
BUDGET

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 23-2022

TITLE: A RESOLUTION AMENDING THE CITY OF BLACK HAWK 2022
BUDGET

WHEREAS, upon due and proper notice, published or posted in accordance with the law, a public hearing was held on April 13, 2022 on the proposed amendments to the 2022 budget, and interested persons were given the opportunity to register any objections to the proposed amended budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. That the budget as amended and attached hereto, is hereby approved and adopted as the 2022 amended budget of the City of Black Hawk.

Section 2. That the amended budget hereby approved and adopted shall be signed by the Mayor and made a part of the public records of the City.

Section 3. That the sums for 2022, on the attached amended budget, are hereby appropriated from the revenue of each fund, for the purposes stated.

RESOLVED AND PASSED this 13th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2022 Budget Amendment

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Resolution 23-2022, A Resolution Amending the City of Black Hawk 2022 Budget.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: In late 2013 and early 2014, the City borrowed \$20,000,000 in Device Tax Revenue Bonds. \$8,500,000 of those proceeds were transferred to the Water Fund to offset the purchase of Water Rights from Coors and the for the construction of the new Dory Hill Water Plant. The \$8.5m represents 42.50% of the total borrowing, and 42.5% of the 2022 debt service equals about \$700,000. This will be added to the \$400,000 that is already budgeted to cover the Water Fund portion (25.00%) of the proceeds from the 2021 Lease Purchase financing.

AGENDA DATE: April 13, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: Fund Balance

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Amendment Detail by Account

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

Lance Hillis

Lance Hillis, Finance Director

REVIEWED BY:

Stephen N. Cole

Stephen N. Cole, City Manager

CITY OF BLACK HAWK, COLORADO
PROPOSED BUDGET AMENDMENT
2022 ANNUAL BUDGET

Department	Account Number	Account Description	Current Budget	Proposed Adjustment	Proposed Budget	Comments/Notes
FINANCE	501-3150-4609500	TRANSFERS TO GENERAL FUND	400,000	700,000	1,100,000	COVER 42.50% OF 2013/2014 ANNUAL DEBT PAYMENTS
		TOTAL WATER FUND EXPENSE REVISIONS		700,000		

**Local Liquor License
Authority Consideration of
Approval for a New Hotel and
Restaurant Liquor License
for JKQ Consolidated, LLC
dba JKQ BBQ & Grill
Located at 200 Gregory Street**

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor License Authority consideration for a new Hotel and Restaurant Liquor License for JKQ Consolidated, LLC dba JKQ BBQ & Grill located at 200 Gregory Street.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE the application for a new Hotel and Restaurant Liquor License for JKQ Consolidated, LLC dba JKQ BBQ & Grill located at 200 Gregory Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City Clerk's office received a new Hotel and Restaurant Liquor license application from JKQ Consolidated, LLC on February 10, 2022. The application was deemed complete on February 10, 2022. The application is under concurrent review with the state, pending local approval.

At their February 23, 2022 City Council meeting, Council set the boundaries of the neighborhood as the entire City and set the public hearing date for April 13, 2022.

Please refer to the City Clerk's Preliminary Findings dated April 6, 2022, as sent to the applicant.

AGENDA DATE: April 13, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Melissa Greiner, CMC
City Clerk/Administrative Services Director

DOCUMENTS ATTACHED: Preliminary Findings, application, and supporting documentation.

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Melissa A. Greiner, City Clerk

REVIEWED BY:



Stephen N. Cole, City Manager



INCORPORATED 1864

Administrative Services

201 Selak
P.O. Box 68
Black Hawk, CO 80422
www.cityofblackhawk.org
303-582-2292 Office
303-582-0848 Fax

Mayor

David D. Spellman

Aldermen

Linda Armbright
Paul G. Bennett
Hal Midcap
Jim Johnson
Greg Moates
Benito Torres

City Attorney

Corey Y. Hoffmann

City Manager

Stephen N. Cole

City Clerk /

Administrative Services Director

Melissa A. Greiner

**Community Planning & Development
Director**

Cynthia L. Linker

Finance Director

Lance R. Hillis

Fire Chief / Emergency Manager

Christopher K. Woolley

Police Chief

Michelle Moriarty

Public Works Director

Thomas Isbester

**COLORADO'S SECOND OLDEST
MUNICIPAL CORPORATION**

MEMORANDUM

TO: Local Liquor Licensing Authority
FROM: City Clerk's Office
DATE: April 6, 2022
SUBJECT: New Hotel and Restaurant Liquor License
APPLICANT: JKQ Consolidated, LLC dba JKQ BBQ & Grill
LOCATION: 200 Gregory Street

Preliminary Findings:

Concerning the application for a new Hotel and Restaurant Liquor license, the City Clerk's office reports the following:

1. An application was filed with the Clerk's Office on February 10, 2022.
2. The application was deemed complete on February 10, 2022.
3. The application was forwarded to the State of Colorado Liquor Enforcement Division for Concurrent Review on February 10, 2022.
4. There has not been, within the two years preceding the date of this application, a denial of an application by the state or local licensing authority for an application for the same class of license at the same location or within five hundred (500) feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets.
5. It appears from evidence submitted that selling liquor in the manner proposed in the application is not in violation of the zoning laws of the City of Black Hawk or any laws, rules or regulations of Gilpin County or the State of Colorado.
6. It appears from the evidence submitted that the applicant is entitled to possession of the premises where the license is proposed to be exercised by way of lease which expires March 31, 2027.

7. The building where the applicant proposes to sell alcohol is not in violation of the five hundred (500) foot limitation as set forth by City of Black Hawk Municipal Code § 6-67.
8. Background investigations were completed in February 2022, by CBI and the FBI.
9. It appears from the evidence submitted that the applicant does not have an ownership interest in another business maintaining or requiring a liquor license.
10. That the applicant had a Notice of Public Hearing posted on this matter at their building on March 29, 2022, and publication was made in the Weekly Register-Call newspaper on March 31, 2022.
11. Petitions to establish the reasonable requirements of the defined neighborhood were circulated and submitted by the applicant, to the City Clerk's Office on April 6, 2022. An audit by the City Clerk's Office confirmed the following:
 - 27 Eligible Signatures Favoring
(Residential - 15; Business - 12)
 - 0 Eligible Signatures Opposing
(Residential – 0; Business – 0)
 - **27 Eligible Signatures**
12. At the public hearing, and pursuant to § 44-3-312(2)(a), C.R.S. 2002, as amended, the applicant has the burden of proving that they are qualified to hold the license applied for and that their character, record, and reputation are satisfactory; that the neighborhood needs this license and that the residents of the neighborhood desire that this license be granted.

Review:
City Clerk

Recommendation:

After receiving testimony, should the Authority wish to approve the application, the suggested motion follows below.

Suggested Motion:

I move to approve the application for a new Hotel and Restaurant Liquor License for JKQ Consolidated, LLC dba JKQ BBQ & Grill, 200 Gregory Street.

1

Application Documents Checklist and Worksheet

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

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Re-tail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" type="checkbox"/> C. If owner is managing, no fee required

Name JLQ Consolidated LLC	Type of License Hotel and Restaurant	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> N/A		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> N/A		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		N/A <input type="checkbox"/> <input type="checkbox"/>		
13 b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/> <input type="checkbox"/> (closed) Mountain City Cantina <input checked="" type="checkbox"/> Financial Interest		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease: City of Black Hawk				
Landlord City of Black Hawk	Tenant JLQ Consolidated, LLC	Expires MARCH 31, 2027		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?				<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. NO SIDEWALK SERVICE AREA				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?				<input type="checkbox"/> <input checked="" type="checkbox"/>
If "yes" a copy of license must be attached.				

Name JKQ Consolidated LLC	Type of License Hotel and Restaurant	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		Yes <input type="checkbox"/> No <input type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		Yes <input type="checkbox"/> No <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		Yes <input type="checkbox"/> No <input type="checkbox"/>		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager TINUCCI		First Name of Manager KARA		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A (KT)		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		Yes <input type="checkbox"/> No <input type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name KARA R. TINUCCI	Home Address, City & State 215 W. 1ST High St, Central CO City, 80427	DOB [REDACTED]	Position Managing member	%Owned 51
Name Joseph R. TINUCCI	Home Address, City & State 215 W. 1ST High St. Central CO City, 80427	DOB [REDACTED]	Position Member	%Owned 49
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name JLR Consolidated LLC		Type of License Hotel And Restaurant	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature <i>KARA R. FINUCCI</i>		Printed Name and Title KARA R. FINUCCI MANAGING MEMBER		Date 2/9/2022
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority 2/10/2022		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? NA <input type="checkbox"/> Yes <input type="checkbox"/> No				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? NA <input type="checkbox"/> Yes <input type="checkbox"/> No				
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? NA <input type="checkbox"/> Yes <input type="checkbox"/> No				
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for City of Black Hawk		Telephone Number 303-582-2221		<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>JKA Consolidated LLC</u>		Social Security Number/Tax Identification Number <u>82-1666726</u>	
Address <u>PO Box 695</u>			
City <u>Central City</u>		State <u>CO</u>	Zip <u>80427</u>
Home Phone Number <u>331-0</u> <u>303-383-8772</u> (15)		Business/Work Phone Number <u>720-314-0370</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>KARA R. TINUCCI</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Kara R. Tinucci</u>			Date signed <u>2/10/22</u>

Privacy Act Statement

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

STATE
COLORADO

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
37414641-0000	60-0005-002	L	010118	Jan	04	22			2023

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: 215 W 1ST HIGH STREET CENTRAL CITY CO 80427

**THIS LICENSE IS NOT
TRANSFERABLE**



JKQ CONSOLIDATED, LLC
ATTN: KARA TINUCCI
PO BOX 695
CENTRAL CITY CO 80427-0695

Executive Director
Department of Revenue

Letter Id: L0532946400

▲ Detach Here ▲
IMPORTANT INFORMATION

Now that you have your license, here's what you need to know:

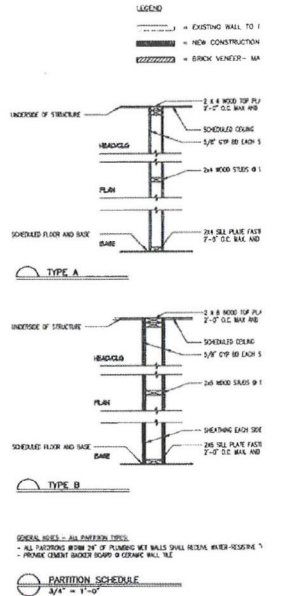
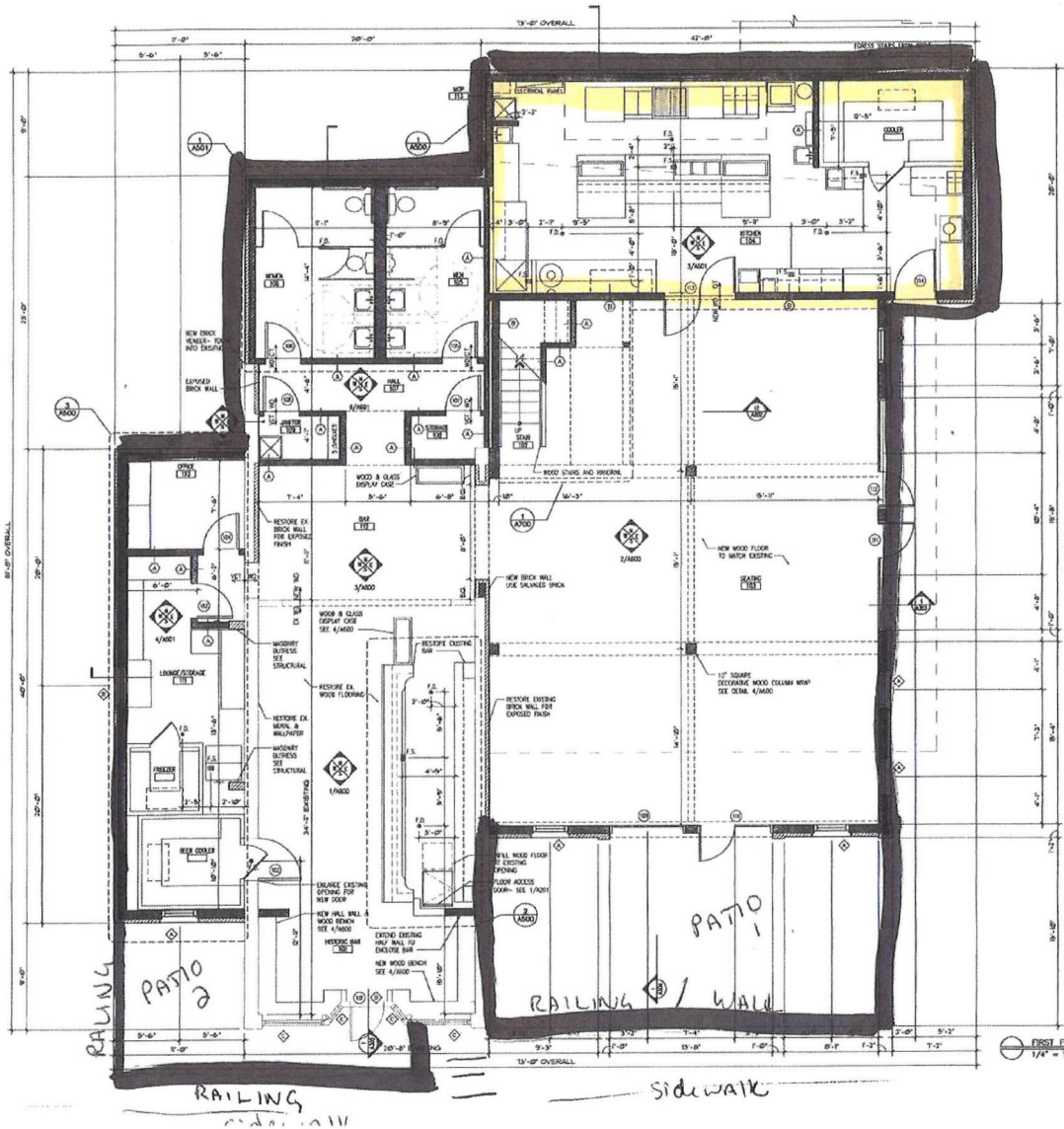
- Use the letter ID above and go to **Colorado.gov/RevenueOnline** to set up your online access, manage your account, file electronic returns and submit payments. Paper returns will NOT be mailed to you.
- Both your sales tax return AND payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
 - *Monthly filer* due dates: On the 20th day of the month following the reporting period end date.
 - *Quarterly filer* due dates: April 20th, July 20th, October 20th and January 20th.
 - *Annual filer* due dates: January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are still required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won't automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant. If you have any questions regarding sales tax in Colorado, then please visit our website Colorado.gov/tax and click on "Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

Thank you for registering with the Colorado Department of Revenue.



main level



Kitchen Area

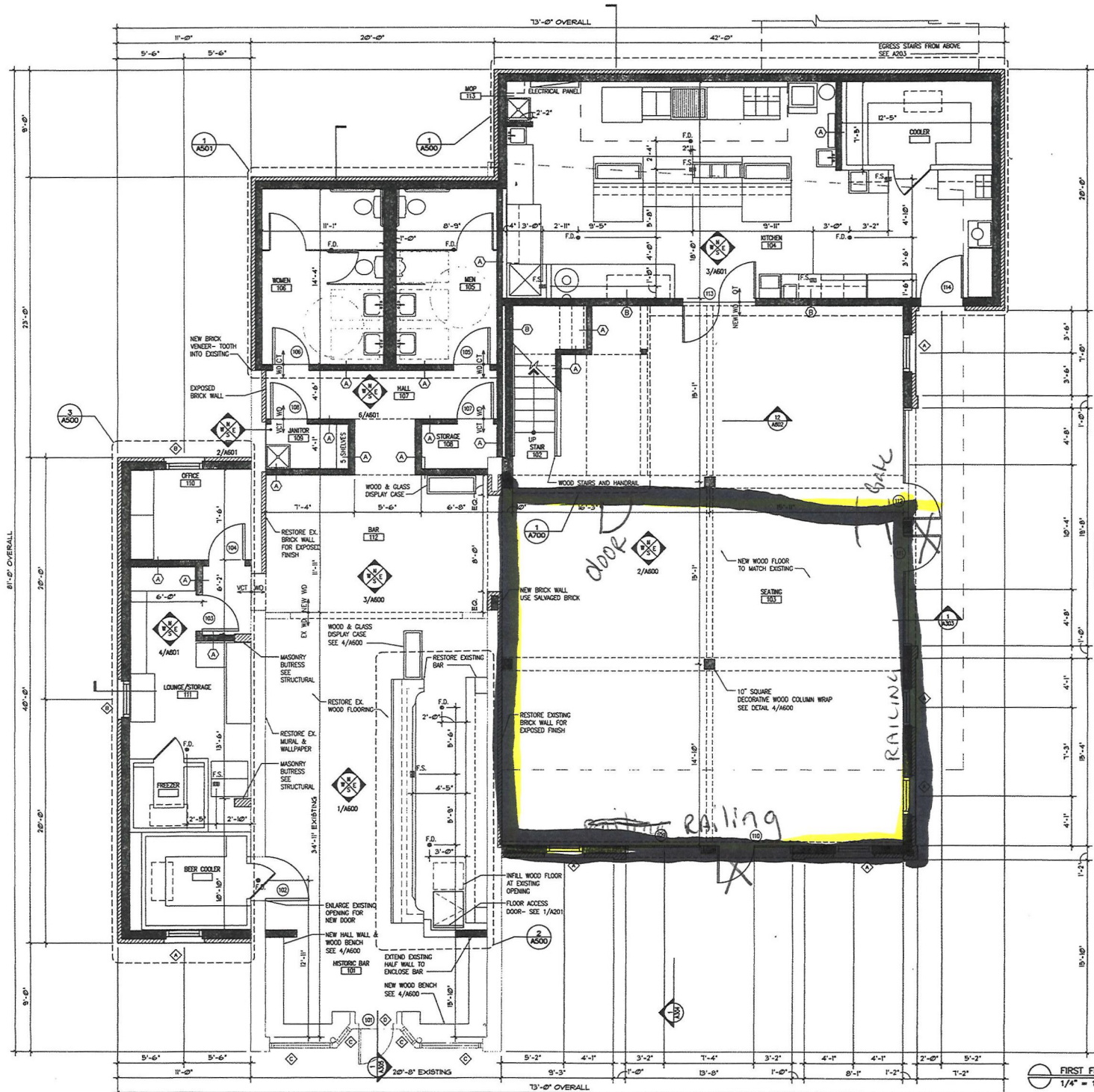
PEH ARCHITECT
1319 Spruce Street, Suite
Boulder, CO 80502
303-442-0400, Fax: 303-442-0401
e-mail: peh@peharchitect.com

CROOK'S PALACE
200 GREGORY STREET
BLACK HAWK, CO 80045

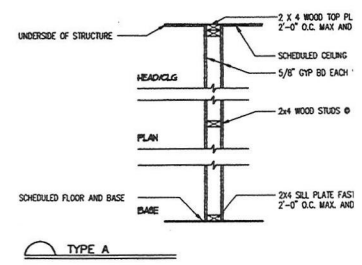
SHEET TITLE
FIRST FLOOR PLAN

PREPARED BY DDM
DRAWN BY R. H. H. H.
CHECKED BY R. H. H. H.

Rooftop level



- LEGEND
- EXISTING WALL TO
 - NEW CONSTRUCTION
 - BRICK VENEER- M



GENERAL NOTES - ALL PARTITION TYPES:

- ALL PARTITIONS WITHIN 24" OF PLUMBING MET WALLS SHALL RECEIVE WATER-RESISTIVE
- PROVIDE CONCRETE SHOWER BOARD & CERAMIC WALL TILE

PARTITION SCHEDULE

3/4" = 1'-0"

Roof seating

PEH ARCHITECT
1319 Spruce Street Suite
Boulder, CO 80302
303-442-0408, fax: 303-44
e-mail: peheinz@peharchitect

CROOK'S PALAC
200 GREGORY STREET
BLACK HAWK, CO 804

SHEET TITLE
FIRST FLOOR PLAN

PROJECT: 2004.14
DATE: 6/16/05
DRAWN BY: EXP
CHKD BY: PEH

Commercial Lease

This Commercial Lease (the "Lease") is made between the City of Black Hawk, herein called the City, and JKQ Consolidated, LLC, herein called Tenant. Tenant hereby offers to lease from City the premises situated in the City of Black Hawk, County of Gilpin, State of Colorado, and more particularly described as 200 Gregory Street, Black Hawk, Colorado 80422 (aka Crook's Palace) (Appox. 3,600 Rentable Square Feet) (the "Premises" as further defined in Section 2.A herein) upon the following TERMS and CONDITIONS:

1. Term; Rent; Termination.

A. Term. City demises the above Premises for an initial term commencing on February 1, 2022, and expiring on March 31, 2027. While the term of this Lease commences as set forth herein, the Parties anticipate that the Tenant shall not commence operation of a business open to the public on the Premises until on or after April 1, 2022. During the months of February 2022 and March 2022, the City shall permit the Tenant to possess the premise free from Rent and Utilities as the same are set forth in this Lease.

B. Rent. Subject to the provisions of subsection C. of this Section 1, Tenant shall pay rent to City in the amount of One Hundred Fifty-Eight dollars (\$158.00) per month, paid in advance on the first day of each month for that month's rental, during the term of this Lease. The Annual Rent set forth herein is calculated at a rate of Six dollars (\$6.00) per square foot, minus an annual disruption credit of Five Dollars and forty-seven cents (\$5.47) per square foot. Tenant shall upon execution of this Agreement pay an amount equal to the first month's rent of One Hundred Fifty-Eight Dollars (\$158.00). All rental payments shall be made to City, at the address of P.O. Box 68, Black Hawk, Colorado 80422, or such other location or in such other manner as may be mutually agreed upon by the Parties. Tenant shall also pay any possessory taxes which may be assessed against the Premises pursuant to Section 17 of this Lease.

C. Termination. City and Tenant may terminate this Lease upon ninety (90) days written notice with cause or at any earlier time upon mutual agreement between both parties. Tenant may terminate this lease at any time without cause by providing City with one hundred twenty (120) days' advance written notice.

D. Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of the City, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month-to-month tenancy shall be subject to every other term, covenant, and agreement contained herein. A hold over monthly rental payment of the most recent monthly rent plus the current annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers shall be paid by Tenant to the City in advance on the first (1st) day of each calendar month in which the hold over continues.

E. Damage Deposit. Tenant shall upon execution of this Lease provide a deposit in the amount of Five Hundred Dollars (\$500.00) as security against damage to the Premises, normal wear and tear excepted.

2. **Premises; Use; Liquor License.**

A. Premises. The Premises as defined herein shall be deemed to include the structure and improvements located at 200 Gregory Street, and including the adjacent paved parking lot (the "Crook's Parking Lot"), which shall include signage indicating "Crook's Guests" only, or other similar mutually agreed upon signage restricting parking to the guests of the Premises. The Parties reserve the right to revisit those parking areas included within the Premises on or after the third year of this Lease. In addition, the Premises shall not include the vacant lot adjacent to the City-owned parking structure, which vacant lot shall be for City use only. In addition to the Premises defined herein, the City shall also provide Tenant one parking space in the City's residential storage lot on Gregory Hill for Tenant's storage of its "JKQ trailer."

B. Use as Liquor-Licensed Restaurant. Tenant shall use and occupy the Premises for Restaurant and Bar operation, which may also include the sale of incidental related merchandise. The Premises shall be used for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device. Tenant further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. In addition, the Parties agree as follows regarding use of the Premises:

- (i) The Premises shall include the restaurant, bar, front patio, and roof top deck, which shall be included in the Liquor-Licensed Premises as set forth in subsection C. of this Section 2. In addition, the Parties agree that Tenant may seek subsequent approvals for a modification of premises or some other form of approval to license the Crook's Parking Lot for the service of liquor;
- (ii) Outdoor music, both live and streaming, shall be allowed so long as adjacent properties are not negatively impacted;
- (iii) The City shall allow the Tenant's "Smoker" to be used and parked in the Crook's Parking Lot at any time;
- (iv) To the extent the City and/or Gilpin County may in the future impose a fire ban, the Black Hawk Fire Department shall provide any necessary exemption for Tenant's "Smoker," so long as there is no health or safety risk to the community as determined by the Black Hawk Fire Department;
- (v) To facilitate the public purpose set forth in this Lease, the City further agrees to commit to holding at least two (2) events per year at the Premises, the City's Clean-Up Day lunch and the City's Holiday Party.

C. Liquor License. This Lease shall be effective for purposes of requirements of the Colorado Liquor Code, C.R.S. § 44-3-101, *et seq.*, upon execution of the Lease. The City specifically consents to the application by Tenant for a hotel and restaurant liquor license as allowed by law, subject to the requirements of the Colorado Liquor Code. Tenant shall bear the

cost of all fees and expenses related to application and the state and local licensing authorities for such liquor license.

D. Hours of Operation. Tenant agrees to the following minimum hours of operation:

- (i) "High Season" from May 1 through September 30: Tuesday through Sunday from 11:30 am to 7:30 pm; and
- (ii) "Off Season" from October 1 through April 30: Thursday through Sunday from 11:30 am to 7:30 pm.

3. **Care and Maintenance of Premises.** Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times be responsible for maintenance of the Premises EXCEPT for the Premises' heating and cooling systems, water heater, roof, exterior walls, structural foundation, adjacent sidewalk, the Crook's Parking Lot, and any major equipment failures, which shall be the responsibility of the City. Provided, however, Tenant shall be responsible for any repairs that result from the negligence of Tenant.

4. **Tenant Improvements and Alterations.**

A. Tenant Improvements. The City and Tenant shall work cooperatively to determine the scope of repairs to the Grease Trap and the adjacent sidewalk. In addition, the City shall install energy efficient lighting, new weather stripping, and the replacement of the soda and beer lines within the Premises. In addition, the City and Tenant shall work cooperatively to determine the equipment necessary for Tenant to operate the Premises as set forth in Section 3, and determine which kitchen equipment may be adequate for Tenant's intended use, and the new equipment to be provide by the City at the City's expense.

B. Suitability. As of the date of the execution of this Lease, Tenant has inspected the physical condition of the Premises and has received the same in "as is" condition, except as specifically provided herein. THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND THE CITY SHALL NOT BE LIABLE TO TENANT FOR ANY LATENT OR PATENT DEFECT THEREON. Tenant may use said Premises for the uses specified in this Lease, so long as such uses conform with zoning and use restrictions of all authorities affecting the Premises, and Tenant will not do, or permit to be done, any action or thing which is contrary to any legal or insurable requirement, or which constitutes a public or private nuisance or waste.

C. Alterations. Tenant shall not, without first obtaining the written consent of City, which shall not be unreasonably withheld, make any alterations, additions, or improvements, in, to, or about the Premises. Tenant specifically agrees that no such alterations shall be made to the historic portion of the Premises, including the bar/saloon area of the Premises, Tenant shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Tenant

as a result of an agreement with, or the assent of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against City's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date Tenant has knowledge of such filing. If Tenant shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of City, City may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Tenant shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Tenant shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Tenant shall give notice in writing to City of its intention to contest the validity of such lien and/or claim.

5. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

6. **Assignment and Subletting.** Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the City.

7. **Utilities.** Tenant shall be responsible for the payment of all utilities including water, sewer electricity, gas, and any other utilities such as cable/data/internet/satellite service that Tenant may require. Provided however, the City shall provide a credit of an amount not to exceed Six Hundred Dollars (\$600.00) per month commencing April 1, 2022, and terminating on March 31, 2024, solely for the cost of gas and electric service incurred on the Premises.

8. **Entry and Inspection.** Tenant shall permit City or City's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit City at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

9. **Possession.** If City is unable to deliver possession of the Premises at the commencement hereof, City shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.

10. **Indemnification.** Tenant agrees that City shall not be liable for any damage, either to person or persons or property or the loss of property sustained by Tenant or City or by any other person or persons due to the use of the Premises, due to the happening of any accident, or due to any act or neglect of Tenant, or any occupant of the Premises, or the use or misuse of any instrumentality or agency in or connected with the Premises, or occasioned by any nuisance made

or suffered thereon. Tenant agrees to save City harmless thereon and therefrom, and to indemnify City on account thereof.

11. **Insurance.**

A. Tenant (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against City, City's servants, agents, and employees, on account of any loss or damage occasioned to Tenant, as the case may be, its respective property, the Premises or its contents, the common areas, parking lots, and sidewalks located adjacent to the Premises or to the other improvements of the Premises arising from any risk and to the extent covered by fire and extended coverage insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder.

B. Tenant further covenants and agrees that from the date hereof Tenant will procure and maintain throughout the term, at its sole cost and expense, the following types of insurance in the amounts specified and, in the form, hereinafter provided:

i. Comprehensive broad form general public liability insurance in common use for commercial structures with extended coverage endorsement protecting City and Tenant against any liability whatsoever and covering the Premises, common areas, and parking lots and sidewalks located adjacent to the Premises and Tenant's use thereof against claims for personal injury, death, and property damage occurring upon, in or about the Premises, such insurance to afford protection to the **limit of not less than two million dollars (\$2,000,000)** combined single limit. The insurance coverage required under this subsection B shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in Section 10.

ii. Workers' compensation insurance covering all persons employed for such work.

iii. Fire and extended coverage insurance covering the Premises for injury or damage by the elements, or through any other cause, and all alterations, extensions, and improvements thereto and on the Premises and replacements thereof, including all appurtenances, whether on the Premises or extending beyond the boundaries thereof, against loss or damage by fire and the risks contemplated within the extended and malicious mischief (as such endorsements may customarily be written in Colorado from time to time), in an amount not less than the full actual replacement cost of the Premises, common areas, and appurtenances, and sufficient to prevent City or Tenant from becoming a co-insurer of any partial loss and the applicable provisions of the policies.

iv. Rental value insurance (covering loss or damage by fire with extended coverage).

v. Business interruption insurance and/or loss of "rental value" insurance.

vi. During the course of any construction or repair of improvements on the Premises initiated by Tenant, Tenant shall provide "Builders Risk Insurance."

C. All policies or insurance provided for in this Section 11 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each policy shall be issued in the names of City and Tenant, and their designees. Said policies shall be for the mutual and joint benefit and protection of City and Tenant and such policy of insurance, or a certificate thereof, shall be delivered to each of City and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to City and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against City and against City's agents and representatives. All such public liability, property damage, and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which City may carry. All such public liability and property damage policies shall contain a provision that City and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. Tenant's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling City to exercise any or all of the remedies provided in this Lease in the event of Tenant's default.

D. The placement of any insurance by Tenant shall not be construed as any waiver or modification of City's rights under the Colorado Governmental Immunity Act.

12. **Eminent Domain.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the Premises during the term hereof, from any cause, City shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent, beginning with the date of the partial destruction, while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said sixty (60) days, City, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated beginning with the date of the partial destruction, and in the event that City shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of

the replacement costs thereof, City may elect to terminate this lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this lease.

14. **Guaranty of Lease.** The undersigned does hereby personally guarantee to City and to its successors or assigns the prompt payment of all amounts due from Tenant to City under this Lease. To guaranty such performance, Tenant shall provide upon approval of this Lease the amount of Five Hundred Dollars (\$500.00) as a personal guaranty, which amount may also serve as the damage deposit pursuant to Section 1, subsection E. above. Such personal guaranty shall only be utilized by the City in the event Tenant terminates the Lease without the one hundred twenty (120) days' notice required by Section 2, subsection F of this Lease so long as Tenant remains in compliance with the terms of the Lease as it relates to notice of termination, said personal guaranty shall be returned to Tenant at the termination of the Lease, without any interest accruing thereon.

15. **Inspection of Records.** City shall have the right, upon reasonable notice to inspect the records of Tenant, including the financial records of Tenant so long as said inspection is reasonably related to a business or municipal purpose of the City pursuant to the terms of this Lease.

16. **City's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, City may give Tenant notice of such default and if Tenant does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within thirty (30) days and thereafter proceed with reasonable diligence, in good faith to cure such default), then City may terminate this lease on no less than fifteen (15) days' notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the Premises to City, without extinguishing Tenant's liability. If this lease shall have been so terminated by City, City may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

17. **Taxes.**

A. **Real Property Taxes.** Tenant shall pay all real property taxes, general, and special assessments ("real property taxes"), levied and assessed against the Premises.

B. **Tax Increase.** In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Tenant shall pay to City upon presentation of paid tax bills an amount equal to one hundred percent (100 %) of the increase in taxes upon the land and building in which the leased Premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Tenant shall be proportionate to the portion of the lease term included in such year.

18. **Rules and Regulations.** Tenant agrees that at all times during the term of this Lease, it shall at its own cost and expense:

A. Keep the Premises, common areas, parking lots and sidewalks located adjacent to the Premises in good, neat, and clean condition.

B. Not park trucks or delivery vehicles outside the Premises so as to unreasonably interfere with the use of any driveways, walks, roadways, streets, or parking areas.

C. Keep the Premises clean and free from refuse, rubbish, and dirt at all times; and store all trash, rubbish, and garbage within the Premises in the areas set aside therefor.

D. Obtain and maintain in effect all permits and licenses necessary for the operation of Tenant's business as herein provided.

E. Keep the outside area immediately adjoining the Premises reasonably clean and free from snow, ice, dirt, and rubbish, and keep that area free from any obstruction or merchandise; provided however, the City shall be responsible for snow removal for the Crook's Parking Lot and the adjacent sidewalk commencing upon execution of the Lease and continuing through and including March 31, 2024.

F. All contractors of Tenant shall fully comply with the Occupational Safety and Health Act of 1970 (Chapter XVII, Title XIX of the United States Code) (OSHA) of applicable state statute adopted pursuant to OSHA. It shall be Tenant's obligation to ensure that its contractors fully comply with the provisions and standards as contained in such Act.

19. **Economic Development Incentives.** This Lease contains certain economic development incentives from the City to Tenant. The Parties hereto recognize and agree that based on the unique environment in the City of Black Hawk, and to further the public purpose in the City of providing economic and cultural benefits to complement gaming activities in the City, and to assist in the activation of the Gregory Street area of the City, this Lease will advance public health and good order, promote trade and industry, and tend to the advancement, culture, convenience and general welfare of the public, and therefore serves a public purpose

20. **Attorney's Fees.** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, the City shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. **Waiver.** No failure of City to enforce any term hereof shall be deemed to be a waiver.

22. **Notices.** All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein

shall be deemed to have been delivered on the date personally served, or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

To Lessor: City of Black Hawk
Attn: Lance Hillis, Finance Director
P.O. Box 68
Black Hawk, CO 80422

To Lessee: JKQ Consolidated, LLC
Attn: Kara R. Tinucci
P.O. Box 695
Central City, CO 80427

23. **Assigns, Successors.** This lease is binding upon and inures to the benefit of the assigns and successors in interest to the parties.

24. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

25. **Radon Gas Disclosure.** As required by law, the City makes the following disclosure: "Radon Gas" 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 in the City of Black Hawk. Additional information regarding radon and radon testing may be obtained from the Gilpin County Health Department.

26. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

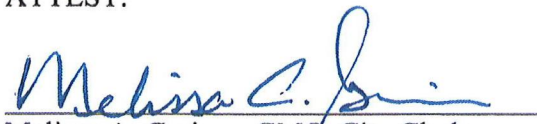
Signed this 26 day of January, 2022.

CITY OF BLACK HAWK, COLORADO

By:


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMQ, City Clerk

TENANT

JKQ Consolidated, LLC

By: Kara R. Tinucci
Kara R. Tinucci, Managing Member

STATE OF COLORADO

)

) ss.

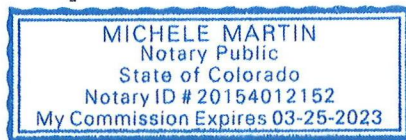
COUNTY OF Gilpin

)

Subscribed and sworn to before me this 20 day of January, 2022, by
Kara Tinucci as Managing member of JKQ Consolidated, LLC.

My Commission expires:

[S E A L]



Michele Martin
Notary Public

RECEIVED

FEB 10 2022

City of Black Hawk
Clerk's Office

Individual History Record

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

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

1. Name of Business JKQ Consolidated LLC (DBA JKQ BBQ & Grill)	Home Phone Number 303-331-8772	Cellular Number 775-450-4847
2. Your Full Name (last, first, middle) Tinucci, Joseph Richard	3. List any other names you have used N/A	
4. Mailing address (if different from residence) PO Box 695, Central City, CO 80427	Email Address jandkbbq@hotmail.com	

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

Street and Number	City, State, Zip	From	To
Current 215 W. 1st High St.	Central City, CO 80427	11/20/12	02/10/22
Previous			

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

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Self Employed - JKQ BBQ & Grill	215 W.1st High St.Central City, CO 80427	Co-owner	06/12/12	02/10/22
Self Employed - Joseph Tinucci CPA	215 W.1st High St.Central City, CO 80427	Owner	06/01/21	02/10/22
Z Casinos	101 Gregory St., Black Hawk, CO 80422	CFO	09/01/13	06/10/21

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

Name of Relative	Relationship to You	Position Held	Name of Licensee
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☒ Yes ☐ No

We held a liquor license under JKQ Consolidated LLC, dba Mountain City Cantina in Central City, CO. License # 03-12477. The license is expired and will not be renewed, the facility is closed.

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [REDACTED]	b. Social Security Number [REDACTED]	c. Place of Birth Darby, PA	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where N/A		f. When	g. Name of District Court
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height [REDACTED]	m. Weight [REDACTED]	n. Hair Color Brown	o. Eye Color Brown
p. Gender M	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # [REDACTED] State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 390.00

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
N/A			

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

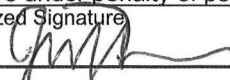
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
City of Black Hawk Business License		Business Visa	Citibank	390.00

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

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature 	Print Signature Joseph T. Davis	Title Member	Date 02/09/20
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RECEIVED

FEB 19 2022

**City of Black Hawk
 Clerk's Office**

Individual History Record

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

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

1. Name of Business JKQ Consolidated LLC (DBA JKQ BBQ & Grill)	Home Phone Number 303-331-8772	Cellular Number 720-314-0370
2. Your Full Name (last, first, middle) Tinucci, Kara Rae	3. List any other names you have used Kara Purcell, Kara Schneider, Kara Jacobs	
4. Mailing address (if different from residence) PO Box 695, Central City, CO 80427	Email Address jandkbbq@hotmail.com	

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

Street and Number	City, State, Zip	From	To
Current 215 W. 1st High Street	Central City, CO 80427	11/20/02	02/10/22
Previous			

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

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Self Employed - JKQ BBQ & Grill	215 W.1st High St, Central City, CO 80427	Co -owner	06/12/12	02/10/22
Self Employed - Skye Cottage B&B	215 W.1st High St, Central City, CO 80427	Owner	11/25/12	02/10/22

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

Name of Relative	Relationship to You	Position Held	Name of Licensee
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☒ Yes ☐ No

We held a liquor license under JKQ Consolidated LLC, dba Mountain City Cantina in Central City, CO. License # 03-12477. The license is expired and will not be renewed, the facility is closed.

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth b. Social Security Number c. Place of Birth Riverside, CA d. U.S. Citizen ☒ Yes ☐ No

e. If Naturalized, state where N/A f. When g. Name of District Court

h. Naturalization Certificate Number i. Date of Certification j. If an Alien, Give Alien's Registration Card Number k. Permanent Residence Card Number

l. Height m. Weight n. Hair Color Brown o. Eye Color Gray p. Gender F q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # State CO

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 390

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
N/A			

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
City of Black Hawk Business License		Business Visa	Citibank	390.00

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

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature Kara R. Tinucci Print Signature Kara R. Tinucci Title MANAGING Member Date 02/09/20



Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
Date and Time: 05/17/2017 01:58 PM
ID Number: 20171372434
Document number: 20171372434
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

JKQ Consolidated, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

215 W. 1st High Street

(Street number and name)

Central City

(City)

CO

(State)

80427

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Tinucci

(Last)

Kara

(First)

R

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

215 W. 1st High Street

(Street number and name)

Central City

(City)

CO

(State)

80427

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO
(State) _____
(ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Tinucci Kara R
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 215 W. 1st High Street
(Street number and name or Post Office Box information)

Central City CO 80427
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☒ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☐ one or more managers.

or

☒ the members.

6. (The following statement is adopted by marking the box.)

☒ There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☒ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Moseley</u>	<u>Cheyenne</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>101 N. Brand Blvd. 11th Floor</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Glendale</u>	<u>CA</u>	<u>91203</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Attachment to
Articles of Organization
JKQ Consolidated, LLC

Additional Organizers of the Limited Liability Company are:

Organizer Name

Joseph R. Tinucci

Organizer Address

215 W. 1st High Street, Central City, CO 80427

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

JKQ Consolidated, LLC

is a

Limited Liability Company

formed or registered on 05/17/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171372434 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/31/2022 that have been posted, and by documents delivered to this office electronically through 02/01/2022 @ 15:33:00 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/01/2022 @ 15:33:00 in accordance with applicable law. This certificate is assigned Confirmation Number 13762580 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Operating Agreement

JKQ Consolidated, LLC, a Colorado Limited Liability Company

THIS OPERATING AGREEMENT of JKQ Consolidated, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Colorado limited liability company under the Colorado Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Colorado. The Members hereby adopt and approve the articles of organization of the Company filed with the Colorado Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Colorado Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Colorado Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

- (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Colorado Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Colorado Limited Liability Company Act.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Colorado Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Colorado Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) An amendment to the Articles of Organization;

- (iv) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (v) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

- (iii) Minutes of any special or annual meetings ordered pursuant to Colorado law;
- (iv) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and
- (v) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Colorado Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Colorado

Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Percentage Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Colorado Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Colorado Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding all of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Colorado Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the

Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Colorado law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Colorado law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last

known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Colorado Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Colorado Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Colorado. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/5/17


Signature of Kara R. Tinucci

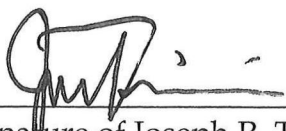

Signature of Joseph R. Tinucci

EXHIBIT A

MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 7.1, 7.2, and 10.1.

MEMBERS	Capital Contribution	Percentage Interest
Kara R. Tinucci		51%
Address:		
215 W. 1 st High Street		
Central City, CO 80427		
Joseph R. Tinucci		49%
Address:		
215 W. 1 st High Street		
Central City, CO 80427		

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Black Hawk, acting as the Black Hawk Local Liquor Licensing Authority, will hold a public hearing concerning a new Hotel and Restaurant Liquor License application for JKQ Consolidated, LLC dba JKQ BBQ & Grill for a premises located at 200 Gregory Street, Black Hawk, CO 80422. The date the application was deemed complete by the City Clerk's office was February 10, 2022. Kara R. Tinucci is the managing member and Joseph R. Tinucci is the other member of the LLC, with a business address of 215 W. 1st High Street, Central City, CO 80427.

The public hearing is to be held before the City Council of the City of Black Hawk on Wednesday, April 13, 2022 at 3:00 p.m. or as soon as possible thereafter. The public hearing will be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place as the hearing may be continued.

THE PUBLIC MAY ATTEND

ALL PARTIES IN INTEREST
MAY PRESENT EVIDENCE AND CROSS-EXAMINE WITNESSES

Respectfully submitted,
Melissa A. Greiner, CMC, City Clerk

Published in the Weekly Register Call:
March 31, 2022

BUSINESS PETITION TO THE CITY OF BLACK HAWK LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. If you feel you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Black Hawk City Clerk's Office at: 303.582.2221.

Applicant: JKQ Consolidated LLC
d/b/a: **JKQ BBQ & GRILL**
Address: 200 Gregory Street, Black Hawk, CO 80422
Application for a **NEW Hotel and Restaurant Liquor License**

A **Public Hearing** on this matter will be held before the City of Black Hawk Liquor Licensing Authority, on ~~Wednesday, February 23rd, 2022~~ ^{APRIL 13th}, 2022, at 3:00 pm in the **City Council Meeting, 211 Church Street, Black Hawk, CO**

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the City of Black Hawk. *See attached map
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulator(s) must witness all signatures.

PETITION ISSUE: If you FAVOR/SUPPORT this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition FAVOR "YES".

If you OPPOSE/DO NOT SUPPORT this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition OPPOSED "NO".

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/year	Printed Name	Business Name	Age	Favor Yes X	Oppose No X	Reason	
	Signature	Business Address				Circle Owner or Manager	
2/4/22	Bill Sanchez	350 Gregory St	65	X		Owner	Manager
	<i>[Signature]</i>	Rob Dolly Casino					
2/5/22	Leza Spencer	Mountain Poppy	52	X		Owner	Manager
	Lora Spencer	317 Gregory St					
2/5/22	chick Spencer	mountain poppy	55	X		Owner	Manager
	<i>[Signature]</i>	317 Gregory St					
2/9/22	Sadie Schultz	327 Gregory St.	37	X		Owner	Manager
	Adrian Schultz	Woodbury Collective					
2/9/22	Erik Myhre	357 Gregory St.	45	X		Owner	Manager
	<i>[Signature]</i>						
2-9-22	Sumiyah Azuriah		23	X		Owner	Manager
	<i>[Signature]</i>	231 Gregory St.					

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/year	Printed Name	Business Name	Age	Favor Yes X	Oppose No X	Reason Circle Owner or Manager	
	Signature	Business Address					
2/9/2022	Marcey Nelson	Maverick Gaming	48	X		Owner	Manager
2/9/22	Paulina Whetstone	Maverick Gaming	41	X		Owner	Manager
4/5/22	Caitlin Davidson	Twin Perspective LLC	36	X		Owner	Manager
4/5/22	Jennie Bradley	Maverick gaming	50	X		Owner	Manager
4/6/22	DAVID BESSER	36816 ALCAANTIS RD	57	X		Owner	Manager
4/6/22	Lynnette St John	7320 Clear Creek BH 80422	53	X		Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager

Total # of Signatures = 12
 Total # in Support = 12
 Total # Opposed = 0

Total # stricken = 0

ALCOHOL BEVERAGE PETITION CIRCULATOR'S AFFIDAVIT

I, KARA TINUCCI, hereby state that I circulated the foregoing petition in the below manner:

THAT I explained to potential signers of the petition the type of license being applied for; the proposed license location; the applicant's name and trade name (dba), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition;

THAT to the best of my knowledge, the information written and provided on the petition by the individual signing, is true and valid;

THAT any signature entry indicating a signer was not qualified to sign the petition, and/or missing information or improper execution, has been deleted from the petition;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition; and,

THAT each signature was voluntarily given.

Kara P. Tinucci

Circulator – signature

KARA R. TINUCCI

Circulator – printed name

STATE OF COLORADO)

)

COUNTY OF GILPIN)

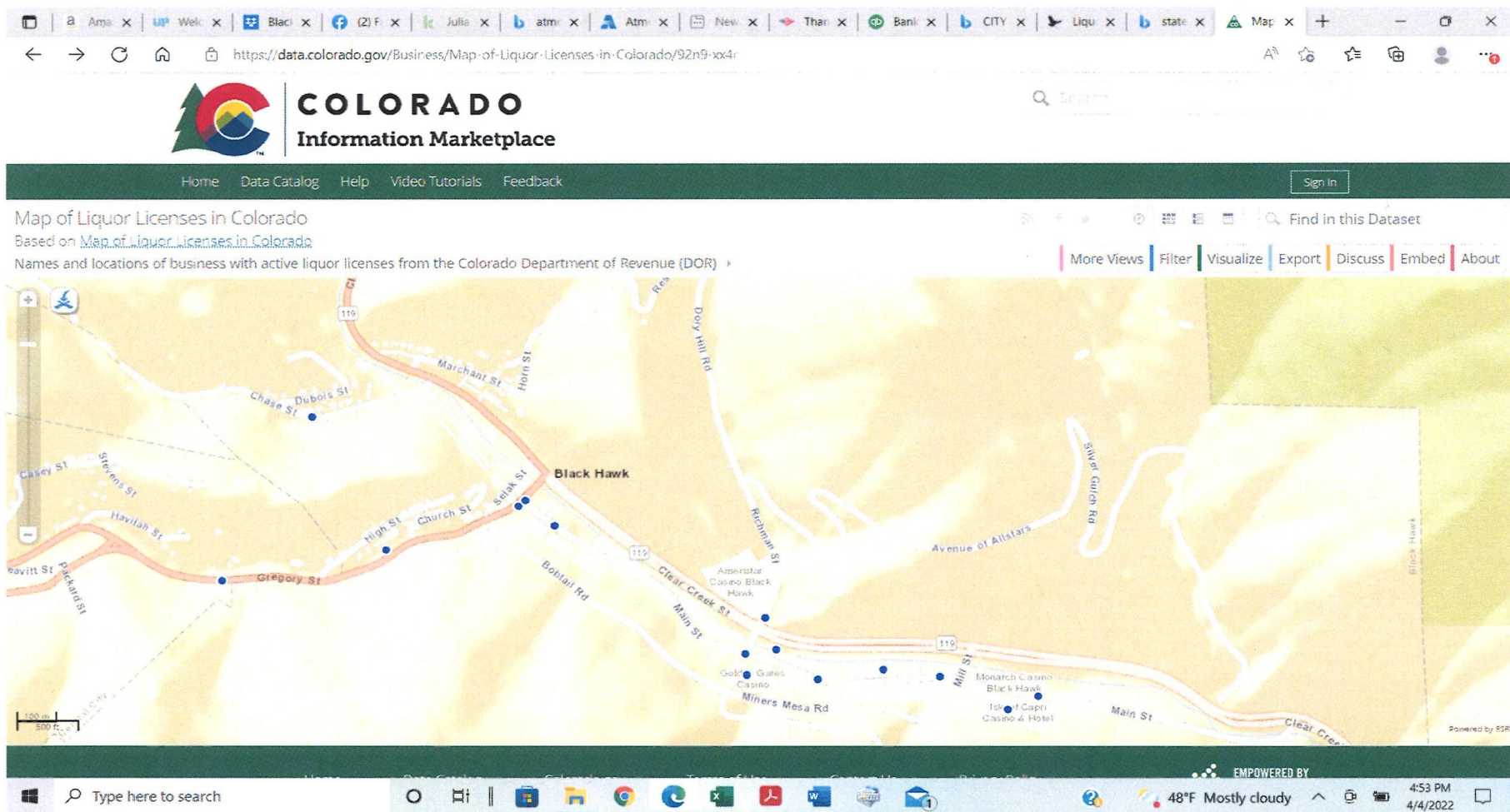
Subscribed and sworn before me this 6 day of April, 2022

(SEAL)



Michele Martin

Notary Public Signature



map of liquor licenses in neighborhood

LIQUOR LICENSE LIST (As of 3/1/2022)

LICENSEE NAME	DOING BUSINESS AS	LICENSE NUMBER	LICENSE TYPE	EXPIRES	STREET ADDRESS	CITY	STATE	ZIP
AMERISTAR CASINO BLACK HAWK	AMERISTAR CASINO BLACK HAWK	TOB-001842	Tob Retailer Off-Premises	10/04/2022	111 RICHMAN STREET	Black Hawk	CO	80422
AMERISTAR CASINO BLACK HAWK LLC	AMERISTAR CASINO BLACK HAWK	41-92784-0001	Hotel & Restaurant (city)	01/09/2023	111 RICHMAN ST	Black Hawk	CO	80422
AMERISTAR LAKE CHARLES HOLDINGS LLC	ALTITUDE BAR	03-05843	Tavern (city)	01/14/2023	111 RICHMAN STREET SUITE A	Black Hawk	CO	80422
BASE CAMP AT GOLDEN GATE CANYON LLC	BASE CAMP AT GOLDEN GATE CANYON	TOB-001397	Tob Retailer Off-Premises	09/06/2022	661 HWY 46	Black Hawk	CO	80422
BLACK HAWK DEVELOPMENT CORP	COYOTE LIQUORS	TOB-004651	Tob Retailer Off-Premises	02/28/2023	5312 HWY 119	Black Hawk	CO	80422
BLACK HAWK DEVELOPMENT CORP	COYOTE LIQUORS	02-35489-0000	Liquor Store (county)	08/10/2022	5312 HWY 119	Black Hawk	CO	80422
CCSC/BLACKHAWK INC	LADY LUCK CASINO BLACK HAWK	40-88168-0000	Retail Gaming Tavern (city)	03/24/2022	340 MAIN STREET	Black Hawk	CO	80422
CHICAGO DOGS EATERY INC AND MONARCH B. H. INC	CHICAGO DOGS EATERY & MONARCH CASINO BLACK HA	03-05176	Beer & Wine (city)	09/28/2022	488 MAIN STREET UNIT A	Black Hawk	CO	80422
ED & SHIRLEY'S INC	WILD CARD SALOON THE	23-31014-0001	Retail Gaming Tavern (city)	05/18/2022	120 MAIN ST	Black Hawk	CO	80422
FEENEY FARMS II INC	FEENEY FARMS II INC	03-15770	Liquor Store (city)	12/08/2022	7320 BLACK HAWK BOULEVARD SUITE A	Black Hawk	CO	80422
GIFT ECLECTIC LLC	MOUNTAIN POPPY BOUTIQUE & GIFT	03-16091	Beer & Wine (city)	02/23/2023	317 GREGORY STREET	Black Hawk	CO	80422
ISLE OF CAPRI BLACK HAWK LLC	ISLE CASINO HOTEL BLACK HAWK	03-11900	Hotel & Restaurant (city)	07/28/2022	401 MAIN STREET	Black Hawk	CO	80422
ISLE OF CAPRI BLACK HAWK, LLC	LADY LUCK HOTEL & PARKING GARAGE	03-00732	Hotel & Restaurant (city)	01/23/2023	333 MAIN ST	Black Hawk	CO	80422
JACOBS ENTERTAINMENT INC	JE TAVERN	03-05074	Tavern (city)	08/27/2022	240 MAIN STREET UNIT A	Black Hawk	CO	80422
JAN'S TAVERN LLC	JAN'S TAVERN	03-05888	Tavern (city)	02/25/2023	101 GREGORY STREET UNIT #1	Black Hawk	CO	80422
JE TAVERN, INC	JE TAVERN AT THE GILPIN	03-07867	Tavern (city)	05/10/2022	111 MAIN STREET #A	Black Hawk	CO	80422
Kings, Queens & Jacks, LLC	Saratoga Casino Black Hawk	TOB-000662	Tob Retailer Off-Premises	06/29/2022	101 Main St	BLACK HAWK	CO	80422
KINGS, QUEENS AND JACKS, LLC	SARATOGA CASINO BLACK HAWK	03-00997	Hotel & Restaurant (city)	04/29/2023	101 MAIN ST	Black Hawk	CO	80422
LAST SHOT LLC	LAST SHOT	28-47871-0000	Hotel & Restaurant (county)	02/28/2023	17268 HWY 119	Black Hawk	CO	80422
LODGE CASINO LLC THE	LODGE CASINO AT BLACK HAWK THE	14-33682-0000	Hotel & Restaurant (city)	05/14/2022	240 MAIN STREET	Black Hawk	CO	80422
LUNA GAMING RED DOLLY LLC	RED DOLLY CASINO	TOB-003373	Tob Retailer Off-Premises	11/07/2022	530 GREGORY STREET	Black Hawk	CO	80422
MID COUNTY LIQUORS	MID COUNTY LIQUORS	TOB-003802	Tob Retailer Off-Premises	02/09/2023	17218 SH-119	Black Hawk	CO	80422
MONARCH BLACK HAWK INC	MONARCH CASINO RESORT SPA	TOB-000752	Tob Retailer Off-Premises	11/30/2022	488 MAIN STREET	Black Hawk	CO	80422
MONARCH BLACK HAWK INC	MONARCH CASINO BLACK HAWK	14-32678-0000	Hotel & Restaurant (city)	09/08/2022	488 MAIN ST	Black Hawk	CO	804221986
PICKLE LIQUORS LLC	PICKLE LIQUORS	03-03325	Liquor Store (county)	08/27/2022	661 HWY 46	Black Hawk	CO	80422
PICKLE LIQUORS LLC	PICKLE LIQUORS	TOB-001395	Tob Retailer Off-Premises	09/06/2022	661 HIGHWAY 46	Black Hawk	CO	80422
PREMIER ENTERTAINMENT BLACK HAWK LLC	BALLY'S BLACK HAWK WEST	TOB-004156	Tob Retailer Off-Premises	12/29/2022	261 MAIN STREET	Black Hawk	CO	80422
PREMIER ENTERTAINMENT BLACK HAWK LLC	BALLY'S BLACK HAWK EAST	TOB-004157	Tob Retailer Off-Premises	12/29/2022	321 MAIN STREET	Black Hawk	CO	80422
PREMIER ENTERTAINMENT BLACK HAWK LLC	BALLY'S BLACK HAWK NORTH	TOB-004155	Tob Retailer Off-Premises	12/29/2022	300 MAIN STREET	Black Hawk	CO	80422
PREMIER ENTERTAINMENT BLACK HAWK LLC	BALLY'S BLACK HAWK EAST	03-00630	Retail Gaming Tavern (city)	01/09/2023	321 MAIN STREET	Black Hawk	CO	80422
PREMIER ENTERTAINMENT BLACK HAWK LLC	BALLY'S BLACK HAWK NORTH	03-00632	Retail Gaming Tavern (city)	01/09/2023	300 MAIN STREET	Black Hawk	CO	80422
PREMIER ENTERTAINMENT BLACK HAWK LLC	BALLY'S BLACK HAWK WEST	03-00634	Retail Gaming Tavern (city)	02/04/2023	261 MAIN STREET	Black Hawk	CO	80422
RED DOLLY INC	RED DOLLY CASINO INC	07-18896-0000	Hotel & Restaurant (city)	03/17/2023	530 GREGORY ST	Black Hawk	CO	80422
Sasquatch Casino LLC	Sasquatch Casino LLC	TOB-000379	Tob Retailer On-Premises	06/22/2022	125 Gregory Street	Black Hawk	CO	80422
SASQUATCH CASINO LLC	SASQUATCH CASINO	14-68688-0000	Retail Gaming Tavern (city)	04/21/2022	125 GREGORY ST	Black Hawk	CO	80422
TAGGERTS LTD	Taggerts Ltd	TOB-004024	Tob Retailer Off-Premises	12/16/2022	14936 Hwy 119	Black Hawk	CO	80422
THE GILPIN CASINO LLC	GILPIN HOTEL CASINO	TOB-004446	Tob Retailer Off-Premises	02/13/2023	111 MAIN STREET	Black Hawk	CO	80422
THE GILPIN CASINO, LLC	GILPIN HOTEL CASINO	12-21159-0000	Hotel & Restaurant (city)	11/21/2022	111 MAIN STREET	Black Hawk	CO	80422
THE LODGE CASINO, LLC	THE LODGE CASINO AT BLACK HAWK	TOB-004456	Tob Retailer Off-Premises	02/13/2023	240 MAIN STREET	Black Hawk	CO	80422
The Wild Card Saloon	The Wild Card Saloon	TOB-000249	Tob Cigar-Tobacco Bar	06/08/2022	120 Main Street	Black Hawk	CO	80422
Underground Liquor	Underground Liquor	TOB-000841	Tob Retailer Off-Premises	07/06/2022	15107 Highway 119	Black Hawk	CO	80422
UNDERGROUND LIQUOR LLC	UNDERGROUND LIQUOR	03-01653	Liquor Store (county)	08/08/2022	15107 HIGHWAY 119	Black Hawk	CO	80422
Z CASINO BLACK HAWK OPERATOR LLC	Z CASINO	03-12815	Hotel & Restaurant (city)	02/09/2023	101 GREGORY STREET	Black Hawk	CO	80422
Z CASINO BLACK HAWK OPERATOR LLC	Z CASINO	TOB-001062	Tob Retailer Off-Premises	09/14/2022	101 GREGORY STREET	Black Hawk	CO	80422

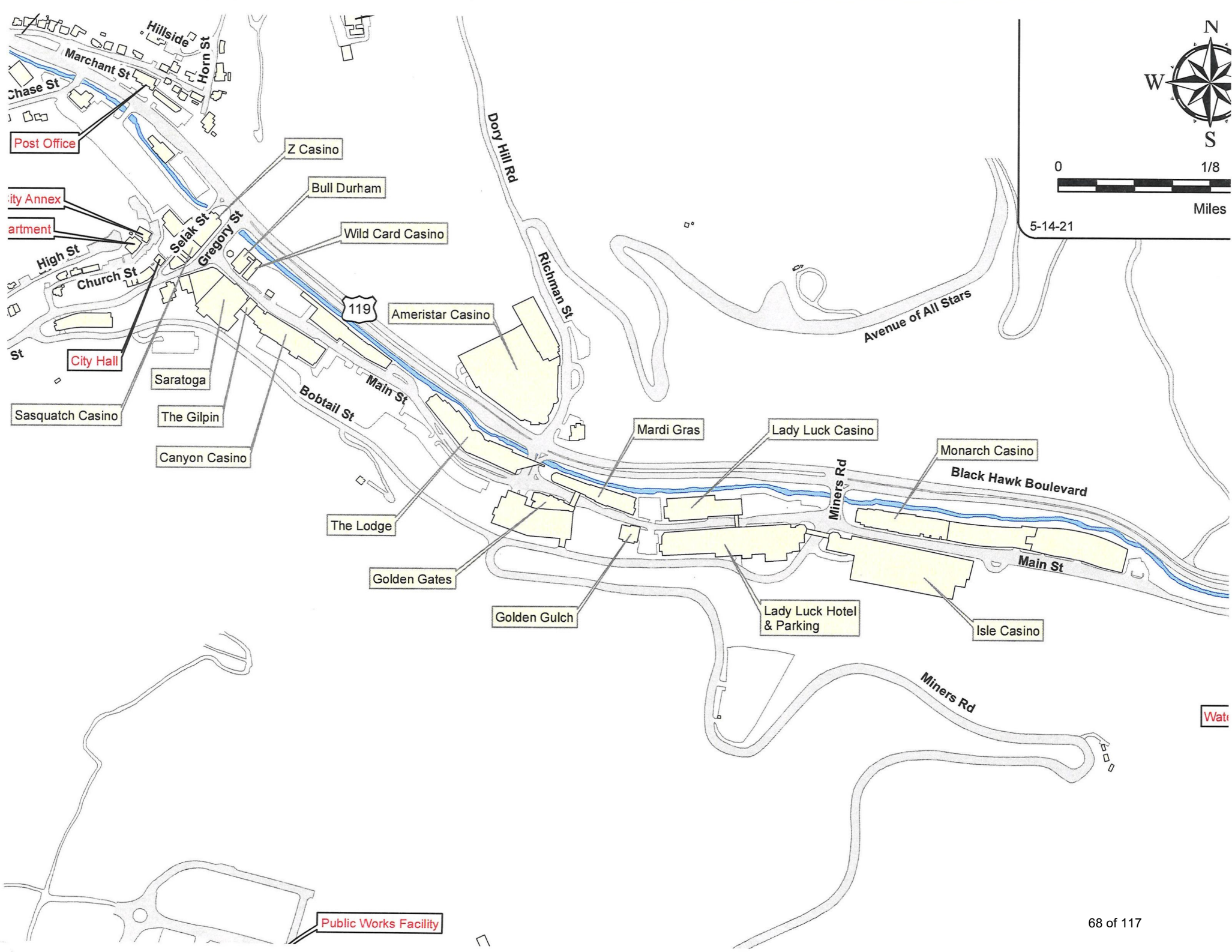
List from <https://sbj.colorado.gov/liquor-license-lists>

- Sorted by zipcode

- downloaded 4/14/2022

* Note : list included 10 County facilities

- Hotel + Restaurant = 9 licenses



RESIDENTIAL PETITION TO THE CITY OF BLACK HAWK LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. If you feel you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Black Hawk City Clerk's Office at: 303.582.2221.

Applicant: JKQ Consolidated LLC
d/b/a: **JKQ BBQ & GRILL**
Address: 200 Gregory Street, Black Hawk, CO 80422
Application for a **NEW Hotel and Restaurant Liquor License**

A **Public Hearing** on this matter will be held before the City of Black Hawk Liquor Licensing Authority, on ~~Wednesday, February 23rd~~ ^{APRIL 13th}, 2022, at 3:00 pm in the **City Council Meeting, 211 Church Street, Black Hawk, CO**

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the City of Black Hawk. *See attached map
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulator(s) must witness all signatures.

PETITION ISSUE: If you FAVOR/SUPPORT this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition FAVOR "YES".

If you OPPOSE/DO NOT SUPPORT this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition OPPOSED "NO".

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/year	Printed Name	Resident Address	Age	Favor Yes X	Oppose No X	Reason
	Signature					
0204 2022	James R Fahani	241 Chase Str	59	X		Great Food
	James R Fahani	Black Hawk 80422				
2/4/22	John Blake	192 Clear Creek St	64	X		we need it
	John Blake	Black Hawk CO				
2/4/22	Anthony M Thornton	193 Clear Creek St	36	X		
	Anthony M Thornton	Black Hawk CO				
2/4/22	Vanessa Amaya	193 Clear Creek St	42	X		Great Food!
	VANESSA AMAYA	BLACK HAWK, CO				
2/4/22	Catrina Amaya	193 Clear Creek St	39	X		Wonderful food
	Catrina Amaya	Black Hawk CO				

no signature

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/year	Printed Name	Resident Address	Age	Favor Yes X	Oppose No X	Reason
	Signature					
2-4-2022	Saidyn Miller Saidyn Miller	Black CO. 193 Clear Creek St.	21	X		Great Food
2-5-2022	Lynnette B. Hailey Lynnette B. Hailey	100 Marchant St Black Hawk, CO. 80422		X		Wonderful food great people
2-5-2022	D. Aragon Desiree Aragon	221 Chase St Black Hawk 80422	37	X		
2-5-2022	Ramon Nelson Ramon Nelson	221 Chase St Black Hawk 80422	30	X		Like the business and local food!
4/4/22	Tara Gillivan JL	235 Chase St Black Hawk	33	X		Love them
4-4-22	Neal Gillivan N	235 Chase St Black Hawk	35	X		
4-4-22	Benny Wiley Stentley	235 Chase St Black Hawk, CO	66	X		
4/4	KEON A. POHL J	931 DuBois St BLACK HAWK, CO. 80422	80	X		
4/4	Olivia Pohl Olivia Pohl	231 Dubois CO Black Hawk, CO	78	X		GREAT Food Good to have local
4/4	Blawn Blake Blawn Blake	241 Dubois CO Black Hawk	43	X		I like beer!
4/4	Deb Crosby Deb Crosby	150 Chase Black Hawk	64	X		5032 Hwy 119 - registered
4/5	Katie Turner K	Black Hawk 101 Horn St.	42	✓		

Total # of Signatures = 17
Total # in Support = 17
Total # opposed = 0

Total # Stricken = 2

ALCOHOL BEVERAGE PETITION CIRCULATOR'S AFFIDAVIT

I, KARA TINUCCI, hereby state that I circulated the foregoing petition in the below manner:

THAT I explained to potential signers of the petition the type of license being applied for; the proposed license location; the applicant's name and trade name (dba), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition;

THAT to the best of my knowledge, the information written and provided on the petition by the individual signing, is true and valid;

THAT any signature entry indicating a signer was not qualified to sign the petition, and/or missing information or improper execution, has been deleted from the petition;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition; and,

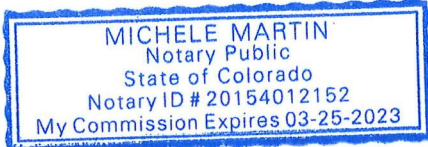
THAT each signature was voluntarily given.

Kara R. Tinucci
Circulator – signature

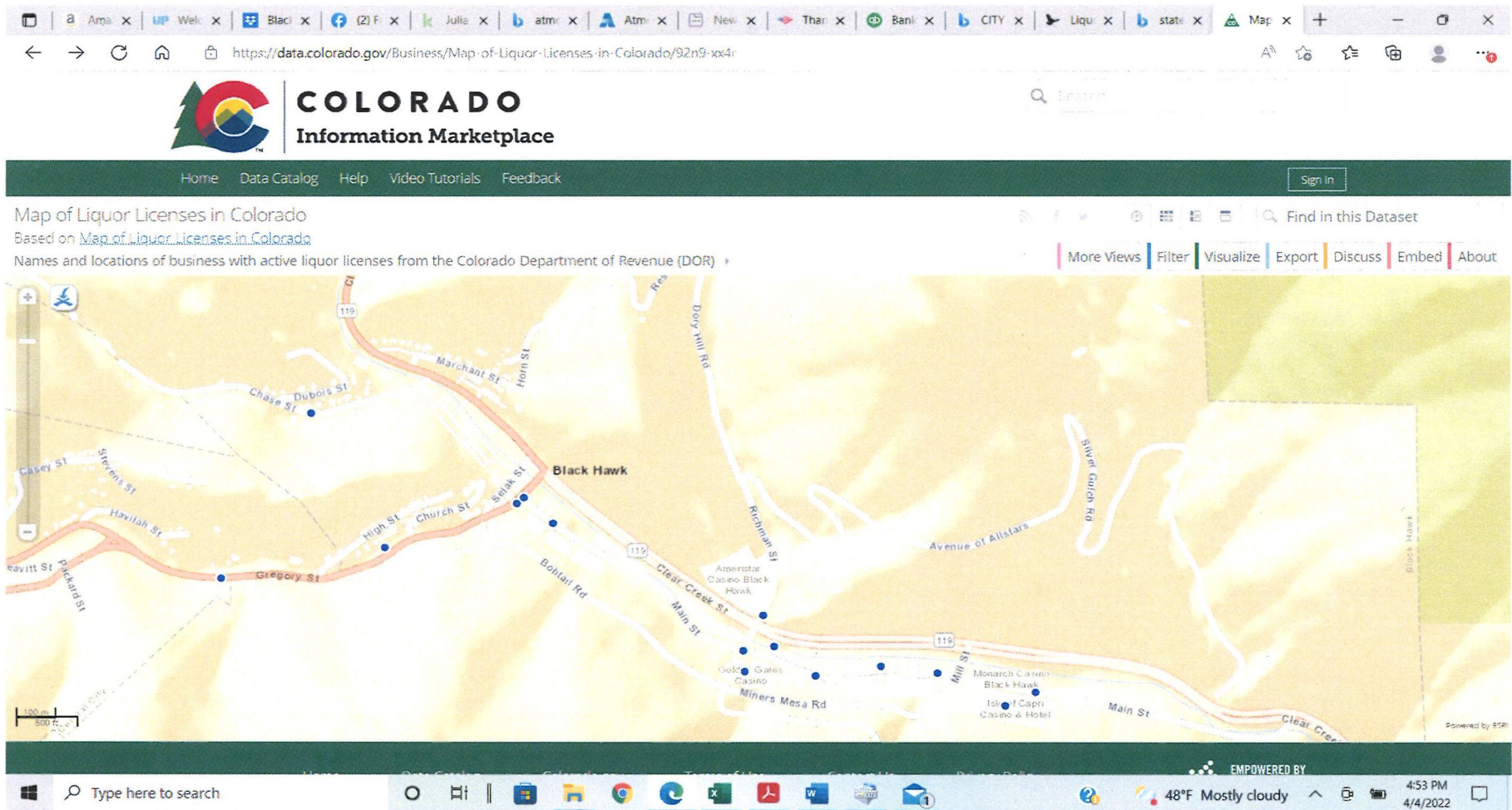
KARA R. TINUCCI
Circulator – printed name

STATE OF COLORADO)
)
COUNTY OF GILPIN)

Subscribed and sworn before me this 6 day of April, 2022

(SEAL) 

Michele Martin
Notary Public Signature



map of liquor licences in neighborhood

LIQUOR LICENSE LIST (As of 3/1/2022)

LICENSEE NAME	DOING BUSINESS AS	LICENSE NUMBER	LICENSE TYPE	EXPIRES	STREET ADDRESS	CITY	STATE	ZIP
AMERISTAR CASINO BLACK HAWK	AMERISTAR CASINO BLACK HAWK	TOB-001642	Tob Retailer Off-Premises	10/04/2022	111 RICHMAN STREET	Black Hawk	CO	80422
AMERISTAR CASINO BLACK HAWK LLC	AMERISTAR CASINO BLACK HAWK	41-92784-0001	Hotel & Restaurant (city)	01/09/2023	111 RICHMAN ST	Black Hawk	CO	80422
AMERISTAR LAKE CHARLES HOLDINGS LLC	ALTITUDE BAR	03-05843	Tavern (city)	01/14/2023	111 RICHMAN STREET SUITE A	Black Hawk	CO	80422
BASE CAMP AT GOLDEN GATE CANYON LLC	BASE CAMP AT GOLDEN GATE CANYON	TOB-001397	Tob Retailer Off-Premises	09/06/2022	661 HWY 46	Black Hawk	CO	80422
BLACK HAWK DEVELOPMENT CORP	COYOTE LIQUORS	TOB-004651	Tob Retailer Off-Premises	02/28/2023	5312 HWY 119	Black Hawk	CO	80422
BLACK HAWK DEVELOPMENT CORP	COYOTE LIQUORS	02-35489-0000	Liquor Store (county)	08/10/2022	5312 HWY 119	Black Hawk	CO	80422
CCSC/BLACKHAWK INC	LADY LUCK CASINO BLACK HAWK	40-88168-0000	Retail Gaming Tavern (city)	03/24/2022	340 MAIN STREET	Black Hawk	CO	80422
CHICAGO DOGS EATERY INC AND MONARCH B. H. INC	CHICAGO DOGS EATERY & MONARCH CASINO BLACK HA	03-05176	Beer & Wine (city)	09/28/2022	488 MAIN STREET UNIT A	Black Hawk	CO	80422
ED & SHIRLEY'S INC	WILD CARD SALOON THE	23-31014-0001	Retail Gaming Tavern (city)	05/18/2022	120 MAIN ST	Black Hawk	CO	80422
FEENEY FARMS II INC	FEENEY FARMS II INC	03-15770	Liquor Store (city)	12/08/2022	7320 BLACK HAWK BOULEVARD SUITE A	Black Hawk	CO	80422
GIFT ECLECTIC LLC	MOUNTAIN POPPY BOUTIQUE & GIFT	03-16091	Beer & Wine (city)	02/23/2023	317 GREGORY STREET	Black Hawk	CO	80422
ISLE OF CAPRI BLACK HAWK LLC	ISLE CASINO HOTEL BLACK HAWK	03-11900	Hotel & Restaurant (city)	07/28/2022	401 MAIN STREET	Black Hawk	CO	80422
ISLE OF CAPRI BLACK HAWK, LLC	LADY LUCK HOTEL & PARKING GARAGE	03-00732	Hotel & Restaurant (city)	01/23/2023	333 MAIN ST	Black Hawk	CO	80422
JACOBS ENTERTAINMENT INC	JE TAVERN	03-05074	Tavern (city)	08/27/2022	240 MAIN STREET UNIT A	Black Hawk	CO	80422
JAN'S TAVERN LLC	JAN'S TAVERN	03-05868	Tavern (city)	02/25/2023	101 GREGORY STREET UNIT #1	Black Hawk	CO	80422
JE TAVERN, INC	JE TAVERN AT THE GILPIN	03-07867	Tavern (city)	05/10/2022	111 MAIN STREET #A	Black Hawk	CO	80422
Kings, Queens & Jacks, LLC	Saratoga Casino Black Hawk	TOB-000662	Tob Retailer Off-Premises	06/29/2022	101 Main St	BLACK HAWK	CO	80422
KINGS, QUEENS AND JACKS, LLC	SARATOGA CASINO BLACK HAWK	03-00997	Hotel & Restaurant (city)	04/29/2023	101 MAIN ST	Black Hawk	CO	80422
LAST SHOT LLC	LAST SHOT	28-47871-0000	Hotel & Restaurant (county)	02/28/2023	17268 HWY 119	Black Hawk	CO	80422
LODGE CASINO LLC THE	LODGE CASINO AT BLACK HAWK THE	14-33682-0000	Hotel & Restaurant (city)	05/14/2022	240 MAIN STREET	Black Hawk	CO	80422
LUNA GAMING RED DOLLY LLC	RED DOLLY CASINO	TOB-003373	Tob Retailer Off-Premises	11/07/2022	530 GREGORY STREET	Black Hawk	CO	80422
MID COUNTY LIQUORS	MID COUNTY LIQUORS	TOB-003802	Tob Retailer Off-Premises	02/09/2023	17218 SH-119	Black Hawk	CO	80422
MONARCH BLACK HAWK INC	MONARCH CASINO RESORT SPA	TOB-000752	Tob Retailer Off-Premises	11/30/2022	488 MAIN STREET	Black Hawk	CO	80422
MONARCH BLACK HAWK INC	MONARCH CASINO BLACK HAWK	14-32678-0000	Hotel & Restaurant (city)	09/08/2022	488 MAIN ST	Black Hawk	CO	804221986
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PICKLE LIQUORS LLC	PICKLE LIQUORS	TOB-001395	Tob Retailer Off-Premises	09/06/2022	661 HIGHWAY 46	Black Hawk	CO	80422
PREMIER ENTERTAINMENT BLACK HAWK LLC	BALLY'S BLACK HAWK WEST	TOB-004156	Tob Retailer Off-Premises	12/29/2022	261 MAIN STREET	Black Hawk	CO	80422
PREMIER ENTERTAINMENT BLACK HAWK LLC	BALLY'S BLACK HAWK EAST	TOB-004157	Tob Retailer Off-Premises	12/29/2022	321 MAIN STREET	Black Hawk	CO	80422
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PREMIER ENTERTAINMENT BLACK HAWK LLC	BALLY'S BLACK HAWK WEST	03-00634	Retail Gaming Tavern (city)	02/04/2023	261 MAIN STREET	Black Hawk	CO	80422
RED DOLLY INC	RED DOLLY CASINO INC	07-18896-0000	Hotel & Restaurant (city)	03/17/2023	530 GREGORY ST	Black Hawk	CO	80422
Sasquatch Casino LLC	Sasquatch Casino LLC	TOB-000379	Tob Retailer On-Premises	06/22/2022	125 Gregory Street	Black Hawk	CO	80422
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TAGGERTS LTD	Taggerts Ltd	TOB-004024	Tob Retailer Off-Premises	12/16/2022	14936 Hwy 119	Black Hawk	CO	80422
THE GILPIN CASINO LLC	GILPIN HOTEL CASINO	TOB-004446	Tob Retailer Off-Premises	02/13/2023	111 MAIN STREET	Black Hawk	CO	80422
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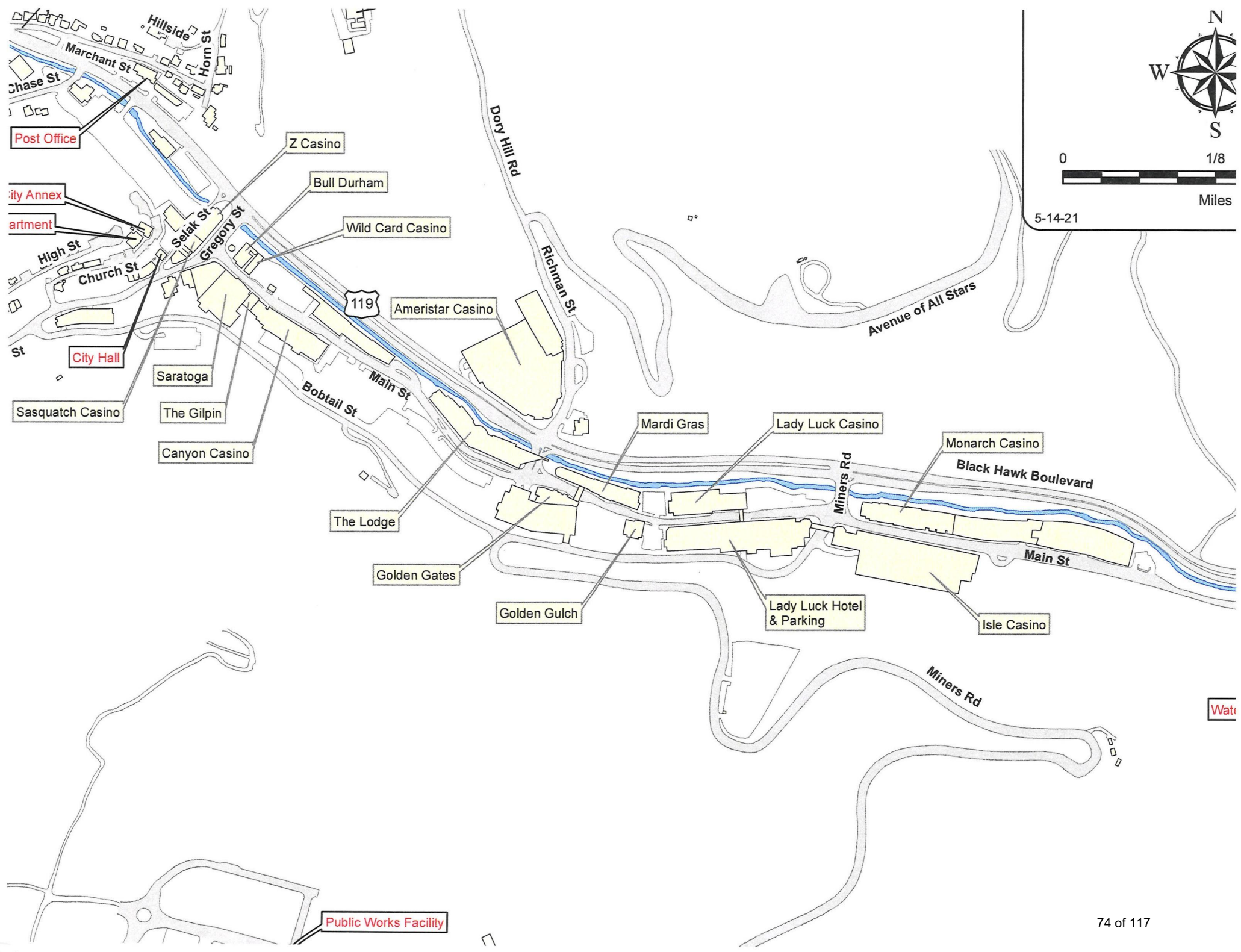
List from <https://sbg.colorado.gov/liquor-license-lists>

- Sorted by zipcode

- downloaded 4/14/2022

* Note: list included 10 County facilities

- Hotel + Restaurant = 9 licenses



RESOLUTION 24-2022
A RESOLUTION
APPROVING AN
EXEMPTION PLAT FOR
BLACK HAWK PARK,
EXEMPTION NO. 1 FINAL
PLAT

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 24-2022

TITLE: A RESOLUTION APPROVING AN EXEMPTION PLAT FOR BLACK HAWK PARK, EXEMPTION NO. 1 FINAL PLAT

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. Findings.

- A. Section 17-29 (a), subsections (1) and (2) of the Black Hawk Municipal Code authorize an exemption from the definition of the term “*subdivision*” in certain limited circumstances.
- B. Such an exemption may be approved by the City Council if the division of land does not result in the creation of additional buildable or developable lots.
- C. The applicant, the owner of *Lot 7* of the *Black Hawk Park Final Plat* subdivision, seeks to create a tract of land which consists of a new Tract B of approximately 600 square feet in size to allow additional ownership within the original Lot 7 as Lot 7A with the new Tract B.
- D. The City Council finds and determines that such division of land does not impact the Site Development Plan (SDP) for Lot 7, nor does it create any impacts that would make the approval of the exemption inconsistent with the purposes of Chapters 16 and 17 of the Black Hawk Municipal Code.

Section 2. Based on the findings set forth above, the City Council hereby determines to approve the Black Hawk Park Exemption No. 1 Final Plat , attached hereto as **Exhibit A**.

Section 3. The City Clerk is directed to record the Black Hawk Park Exemption No. 1 Final Plat in the Office of the Gilpin County Clerk and Recorder.

RESOLVED AND PASSED this 13th day of April, 2022.

ATTEST:

David D. Spellman, Mayor

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Black Hawk Park Exemption No. 1 Final Plat

DRAFT COPY

BLACK HAWK PARK

DRAFT COPY

EXEMPTION NO. 1 FINAL PLAT

A RECONFIGURATION OF LOT 7, BLACK HAWK PARK

LOCATED IN NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST, 6TH P.M.
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION

LOT 7,
BLACK HAWK PARK, RECEPTION NO. 45627
CITY OF BLACK HAWK,
COUNTY OF GILPIN
STATE OF COLORADO

CONTAINING 99,429 SQUARE FEET OR 2.283 ACRES, MORE OR LESS.

BEING FURTHER DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF LOT 7, BLACK HAWK PARK, LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, AS BEARING NORTH 89°07'38" WEST, A DISTANCE OF 3189.53 FEET AS SHOWN ON THE PLAT OF BLACK HAWK PARK, RECEPTION NO. 45627 BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

–THE NORTHWEST CORNER OF SECTION 18, BEING A FOUND 3.5" ALUMINUM CAP B.L.M. MATCHING MONUMENT RECORD FILED 6/27/01.

–THE NORTH QUARTER CORNER OF SECTION 18, BEING A FOUND 3.5" ALUMINUM CAP B.L.M. MATCHING MONUMENT RECORD FILED 12/29/92

LOT 7A

COMMENCING AT SAID NORTH QUARTER CORNER;

THENCE SOUTH 33°24'48" WEST, A DISTANCE OF 669.28 FEET TO THE NORTHERLY POINT OF HISTORIC PRESERVATION AND CONSERVATION EASEMENT, BOOK 588, PAGE 72, BEING ALSO A POINT ON THE EASTERLY BOUNDARY OF LOT 7 OF SAID BLACK HAWK PARK AND THE POINT OF BEGINNING;

THENCE ALONG SAID LOT 7 BOUNDARY, BEING COTERMINOUS WITH SAID HISTORIC PRESERVATION AND CONSERVATION EASEMENT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. THENCE SOUTH 66°13'36" WEST, A DISTANCE OF 125.22 FEET;
2. THENCE SOUTH 09°15'15" EAST, A DISTANCE OF 91.89 FEET;
3. THENCE SOUTH 48°11'16" EAST, A DISTANCE OF 151.60 FEET;

THENCE SOUTH 54°24'54" WEST, A DISTANCE OF 30.28 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 7 BEING ALSO THE NORTHERLY LINE OF TRACT "A", MINERS' MESA SUBDIVISION FILING NO. 4, RECEPTION NO. 147815;

THENCE ALONG THE BOUNDARY OF SAID LOT 7 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE ALONG SAID LINE BEING A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 20°08'53", WHOSE CHORD BEARS NORTH 88°58'41" WEST A DISTANCE OF 139.94 FEET, FOR AN ARC DISTANCE OF 140.66 FEET TO THE NORTHEAST CORNER OF THAT RIGHT-OF-WAY, RECEPTION #166800 & 166682 DEED EXCEPTION PARCEL, BEING A POINT ON SAID SOUTHERLY BOUNDARY
2. THENCE ALONG THE NORTHERLY LINE OF SAID RIGHT-OF-WAY AND SAID SOUTHERLY BOUNDARY ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 79°38'44" WEST, A DISTANCE OF 180.61 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 7;
3. THENCE NORTH 10°21'19" EAST, A DISTANCE OF 403.31 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 7;
4. THENCE NORTH 90°00'00" EAST, A DISTANCE OF 113.88 FEET;
5. THENCE SOUTH 68°49'57" EAST, A DISTANCE OF 82.40 FEET;
6. THENCE SOUTH 24°51'19" EAST, A DISTANCE OF 156.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 98,829 SQUARE FEET OR 2.269 ACRES, MORE OR LESS.

TRACT B

A PARCEL OF LAND BEING A PORTION OF LOT 7, BLACK HAWK PARK, LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, AS BEARING NORTH 89°07'38" WEST, A DISTANCE OF 3189.53 FEET AS SHOWN ON THE PLAT OF BLACK HAWK PARK, RECEPTION NO. 45627 BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

–THE NORTHWEST CORNER OF SECTION 18, BEING A FOUND 3.5" ALUMINUM CAP B.L.M. MATCHING MONUMENT RECORD FILED 6/27/01.

–THE NORTH QUARTER CORNER OF SECTION 18, BEING A FOUND 3.5" ALUMINUM CAP B.L.M. MATCHING MONUMENT RECORD FILED 12/29/92 COMMENCING AT SAID NORTH QUARTER CORNER;

THENCE SOUTH 33°24'48" WEST, A DISTANCE OF 669.28 FEET TO THE NORTHERLY POINT OF HISTORIC PRESERVATION AND CONSERVATION EASEMENT, BOOK 588, PAGE 72, BEING ALSO A POINT ON THE EASTERLY BOUNDARY OF LOT 7 OF SAID BLACK HAWK PARK;

THENCE ALONG SAID LOT 7 BOUNDARY, BEING COTERMINOUS WITH SAID HISTORIC PRESERVATION AND CONSERVATION EASEMENT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. THENCE SOUTH 66°13'36" WEST, A DISTANCE OF 125.22 FEET;
2. THENCE SOUTH 09°15'15" EAST, A DISTANCE OF 91.89 FEET;
3. THENCE SOUTH 48°11'16" EAST, A DISTANCE OF 151.60 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID BOUNDARY OF LOT 7 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. THENCE SOUTH 48°11'16" EAST, A DISTANCE OF 31.78 FEET;
2. THENCE SOUTH 38°44'27" WEST, A DISTANCE OF 6.54 FEET TO THE NORTHERLY LINE OF TRACT "A" MINERS' MESA SUBDIVISION FILING NO. 4 RECEPTION NO. 147815;
3. THENCE ALONG SAID NORTHERLY LINE AND SAID BOUNDARY OF LOT 7 NORTH 78°54'15" WEST, A DISTANCE OF 45.06 FEET;

THENCE NORTH 54°24'54" EAST, A DISTANCE OF 30.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.

TOGETHER YIELDING A COMBINED 99,429 SQ. FT OR 2.283 ACRES, MORE OR LESS.

GENERAL NOTES

1.) THE PURPOSE OF THIS EXEMPTION PLAT IS TO RECONFIGURE LOT AND TRACT LINES AS SHOWN HEREON, PURSUANT TO C.R.S. 31–23–201, ET SEQ., AND CHAPTER 17 OF THE CITY OF BLACK HAWK MUNICIPAL CODE. NOTHING IN THE APPROVAL OF THIS PLAT SHALL ALLOW, PERMIT, OR CAUSE TO BE ALLOWED OR PERMITTED ANY DEVELOPMENT OR CONSTRUCTION ON ANY LOT HEREON WITH OUT A SUBSEQUENT LAND DEVELOPMENT APPLICATION AND APPROVAL THAT INCLUDES, AT A MINIMUM, PROVISIONS FOR THE CONSTRUCTION OF NECESSARY PUBLIC IMPROVEMENTS AND OTHER CONDITIONS OF APPROVAL AS DETERMINED BY THE BOARD OF ALDERMAN, INCLUDING AT A MINIMUM THOSE PROVISIONS REQUIRED BY 17–63 AND 17–64 OF THE CITY OF BLACK HAWK MUNICIPAL CODE, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. NO CONSTRUCTION OF ANY TYPE SHALL OCCUR ON THE PROPERTY THAT IS PLATTED HEREON UNTIL A SUBSEQUENT AGREEMENT HAS BEEN REACHED BETWEEN THE SUBDIVIDER, OR ITS SUCCESSOR ON IN INTEREST, AND THE CITY REGARDING, AT A MINIMUM, THE NECESSARY PUBLIC IMPROVEMENTS, AND A FINANCIAL GUARANTEE APPROVED BY THE CITY FOR SAID PUBLIC IMPROVEMENTS.

2.) DISTANCES ON THIS FINAL PLAT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1220/3937 METERS. ALL BEARINGS SHOWN HERE ON ARE IN DEGREE–MINUTES–SECONDS.

3.) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND SURVEY BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUE 18–4–508, C.R.S.

4.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

5.) FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES, ORDER NUMBER N0033626–030–8SB–ES, EFFECTIVE DATE JULY 1, 2021, WAS ENTIRELY RELIED UPON FOR RECORDED RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.

6.) RICK ENGINEERING, HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR RECORDED/UNRECORDED EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

7.) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18 BEING ASSUMED TO BEAR N 89°07'38" W BETWEEN MONUMENTS AS SHOWN WITHIN THIS PLAT.

TRACT/LOT TABLE

LOT/TRACT	SQ. FT.	ACRES±	PURPOSE
LOT 7A	98,829	2.269	*
TRACT B	600	0.014	DIRECTORS' PARCEL

*USES CONFORMING TO C/BS ZONING INCLUDING SRU OF RV CAMPGROUND AND INDOOR SHOOTING FACILITIES

OWNER/DEVELOPER

IN WITNESS WHEREOF, **BRIAN WATTS** AS _____ OF WATTS REAL ESTATE HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED _____ NAME TO BE HEREUNTO SUBSCRIBED THIS _____ DAY OF _____, 20____.

BY:

NOTARY PUBLIC

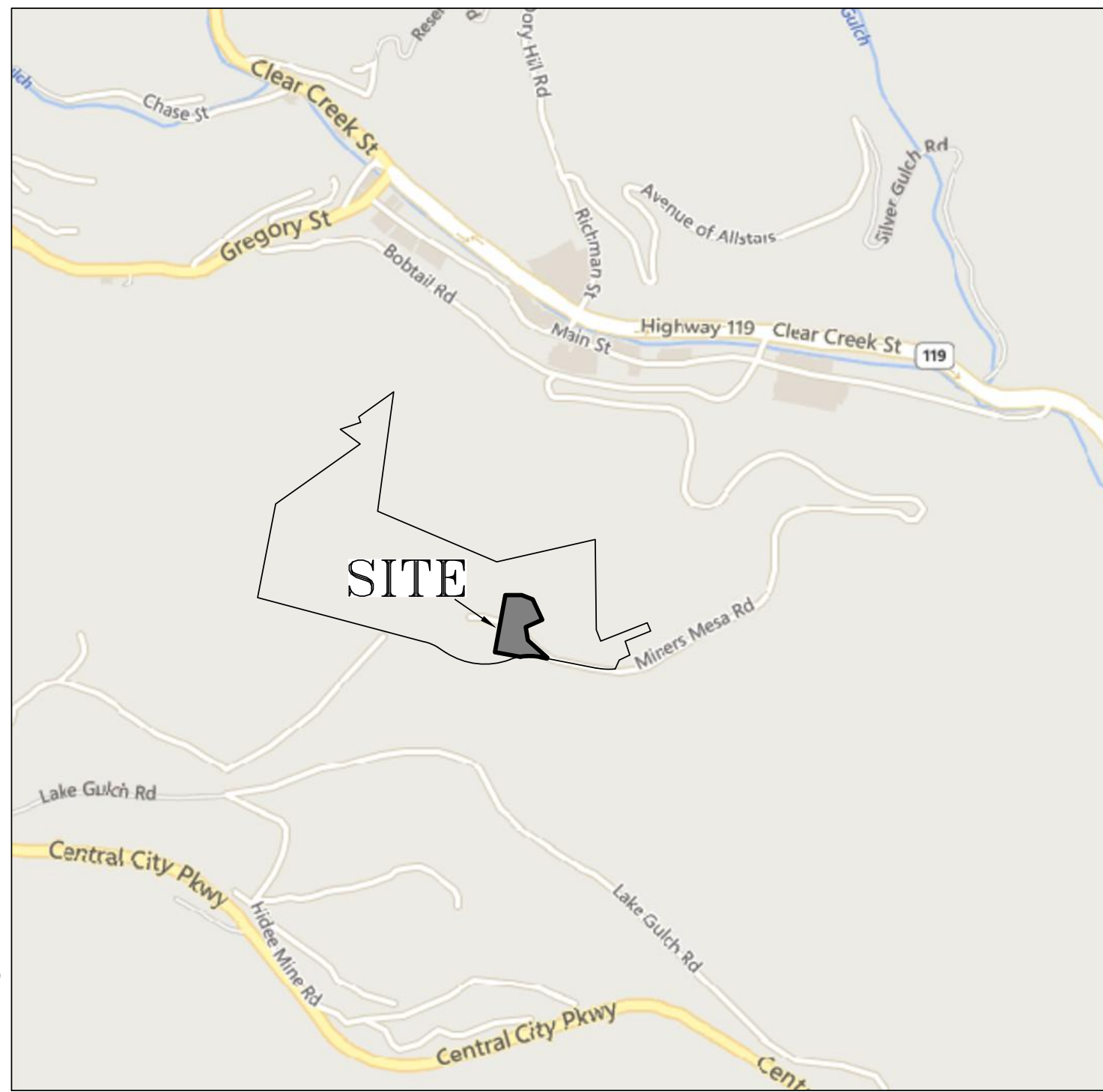
STATE OF _____)
COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY **BRIAN WATTS** AS _____ OF WATTS REAL ESTATE HOLDINGS LLC.

WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____



VICINITY MAP

SCALE: 1"=1000'

MAYOR'S CERTIFICATE

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2022 BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, SITUATED IN GILPIN COUNTY, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE OR SOIL CONDITION OF ANY LOT SHOW HERE ON ARE SUCH THAT A BUILDING PERMIT CAN BE ISSUED.

CITY OF BLACK HAWK

ATTEST:

BY: _____
DAVID D. SPELLMAN, MAYOR

MELISSA A. GREINER, CMC, CITY CLERK

SURVEYOR'S CERTIFICATE

I ROBERT J. HENNESSY, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF BLACK HAWK PARK WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THE ACCOMPANYING PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, C.R.S., AND THAT THE MONUMENTS REQUIRED BY SAID STATUTE AND BY THE SUBDIVISION ORDINANCE FOR THE CITY OF BLACK HAWK HAVE BEEN PLACED ON THE GROUND. THAT THE SURVEY ACCURATELY AND PROPERLY WITHIN APPLICABLE STANDARDS OF PRACTICE SHOWS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

ROBERT J. HENNESSY
REGISTERED COLORADO LAND SURVEYOR NO. 34580
FOR AND ON BEHALF OF RICK ENGINEERING

FOR CLERK AND
RECORDER USE ONLY

CLERK AND RECORDER'S CERTIFICATE

RECEPTION NUMBER

ACCEPTING FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GILPIN COUNTY, AT CENTRAL CITY COLORADO ON THIS _____ DAY OF _____, 202____ AT _____ O'CLOCK.

GILPIN COUNTY CLERK AND RECORDER

BY: DEPUTY CLERK



DRAFT COPY

BLACK HAWK PARK

DRAFT COPY

EXEMPTION NO. 1 FINAL PLAT

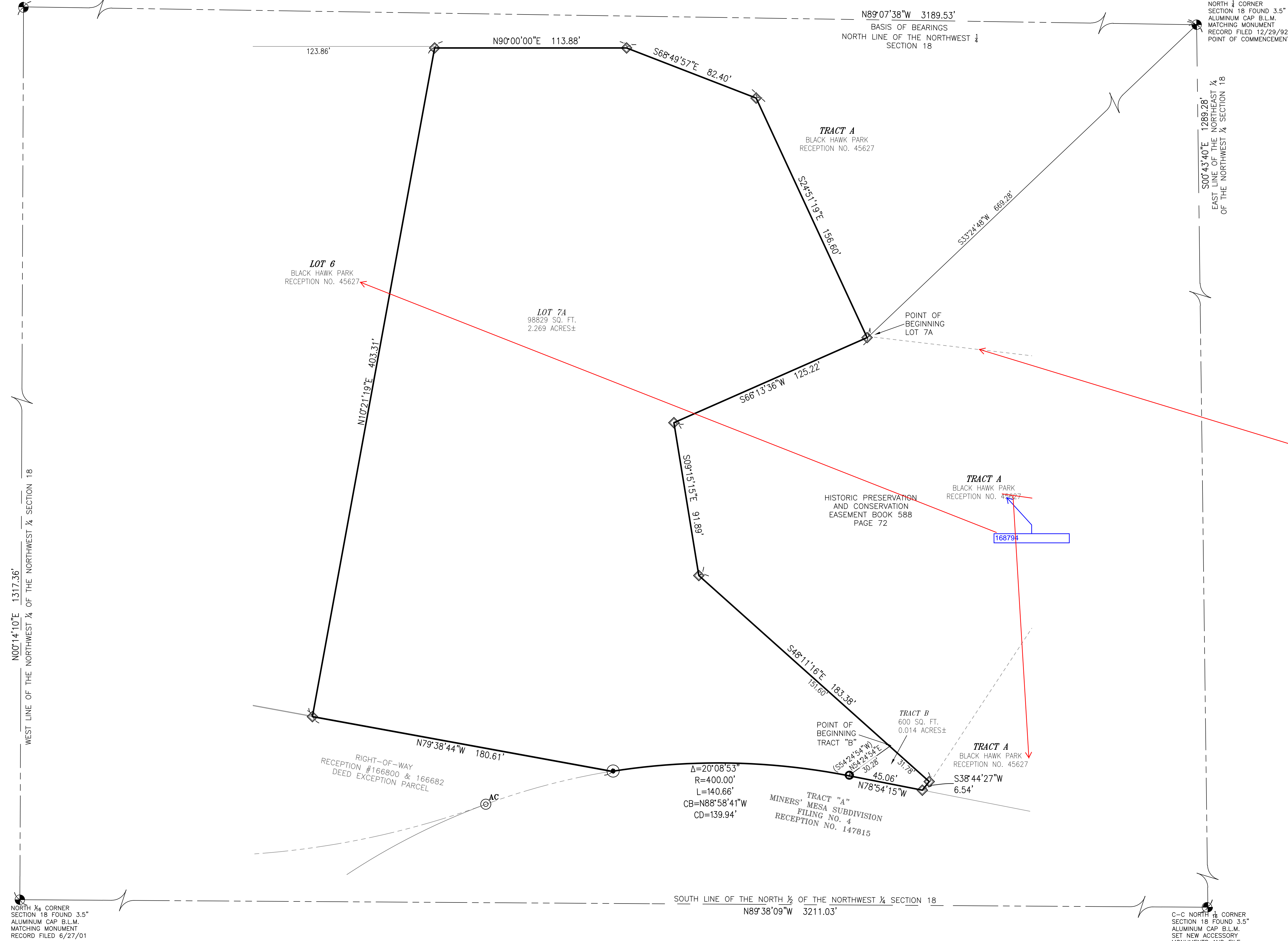
A RECONFIGURATION OF LOT 7, BLACK HAWK PARK

LOCATED IN NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST, 6TH P.M.

CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

SHEET 2 OF 2

NORTHWEST CORNER
SECTION 18 FOUND 3.5"
ALUMINUM CAP B.L.M.
MATCHING MONUMENT
RECORD FILED 6/27/01



DRAFT COPY

RICK
ENGINEERING COMPANY
9801 E EASTER AVE.
CENTENNIAL, CO 80112
PH (303) 537-8020

FOR CLERK AND
RECORDER USE ONLY

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Black Hawk Park Exemption No. 1 Final Plat (Lot 7)

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE *RESOLUTION 24-2022, a Resolution Approving an Exemption Plat for Black Hawk Park, Exemption No. 1 Final Plat.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Section 17-29 of the Black Hawk Municipal Code (specifically paragraphs (1) and (2)) provides a process to allow an ‘Exemption’ plat to be approved by the Black Hawk City Council that provides a landowner the ability to create an exemption plat to allow division of land which does **not** result in the creation of additional buildable or developable lots. This proposed exemption plat provides precisely this accommodation. The lot owned by the Brian Watts family ownership known as *Lot 7* of the *Black Hawk Park Final Plat* subdivision is the only property herein included. This is the property/lot that currently has the proposed **Rick Thomas Distillery**, and both the distillery and barrel storage buildings are under construction which are anticipated to be complete in fall 2022. The subject property is originally part of the Black Hawk Park final plat, and then the Watts ownership completed a Site Development Plan (SDP) for the distillery and recently obtained necessary building permits for both buildings.

At this time the owner desires to create a very small tract of land for private ownership purposes within the existing Lot 7 property to be acknowledged and approved via the “exemption” process allowed in Section 17-29 of the Municipal Code. The herein proposed exemption plat only shows and only includes the existing platted Lot 7, Black Hawk Park Final Plat. This exemption plat shows the updated lot as Lot 7A with the new Tract B (only approximately 600 square feet) shown as an undevelopable tract within the original expanse of Lot 7. This new Tract B will accommodate separate private ownership.

Once the proposed ‘Exemption Plat’ is approved (if approved by the Black Hawk City Council per Sec 17-29) and recorded in the Gilpin County Clerk & Records office, then after such recordation - the landowner can and will record a deed in the Gilpin County Clerk & Records office changing the ownership of the Tract B as desired by the owner. The effect of these recordation’s will not change the ownership of the new Lot 7A, but will create a new private ownership of proposed Tract B for other legal purposes, but clearly Tract B will not be a developable parcel of land.

See attached proposed ***Black Hawk Park Exemption No. 1 Final Plat*** as a ***DRAFT*** document. Staff will work with the owner/applicant and his engineer to have a completed and accurate final mylar plat, signed by the owner, at the April 13, 2022 City Council meeting. The mylar can be signed by the City of Black Hawk should this exemption plat be approved at the meeting.

AGENDA DATE:

April 13, 2022

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

☒ Yes ☐ No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker
CP&D Director

DOCUMENTS ATTACHED:

Resolution 24-2022
Black Hawk Park Exemption No. 1
Final Plat

RECORD:

☒ Yes ☐ No

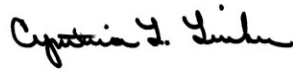
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

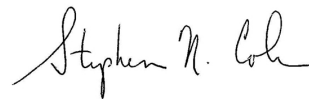
☒ Yes ☐ N/A

SUBMITTED BY:

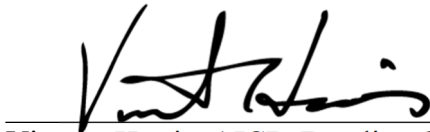


Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation

RESOLUTION 25-2022
A RESOLUTION
APPROVING A
TRADEMARK LICENSE
AGREEMENT WITH THE
GREGORY STREET HARD
DISTRICT BUSINESS
MARKETING
ASSOCIATION

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 25-2022

**TITLE: A RESOLUTION APPROVING A TRADEMARK LICENSE AGREEMENT
WITH THE GREGORY STREET HARD DISTRICT BUSINESS
MARKETING ASSOCIATION**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the Trademark License Agreement with
the Gregory Street Hard District Business Marketing Association, attached hereto as **Exhibit A**,
and authorizes the Mayor to execute the same on behalf of the City.

Section 2. The City Council further authorizes the City Manager to administratively
approve the use of trademarks by members of the Association, so long as such use is consistent
with the authorization provided by the City Council as set forth in Section 1 above.

RESOLVED AND PASSED this 13th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of the City of Black Hawk Trademark License Agreement with the Gregory Street HARD District Business Marketing Association and authorizing the City Manager to administratively approve the use of trademarks used by members of the Association.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE *Resolution 25-2022, a Resolution approving a Trademark Agreement with the Gregory Street Hard District Business Marketing Association.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Gregory Street HARD District Businesses Marketing Association located within the Black Hawk HARD District requested to use of the City of Black Hawk trademarked “Hawk” and “HARD” District images on merchandise listed for sale within their respective businesses. They also wished to use the trademarked images on the Association’s web page to include marketing materials for the HARD District. Under the agreement, the Association members will submit their requests to the Business Association Board of Directors for review, and if approved, the Board will forward to request to the City Manager for review and final approval. The approval process will streamline the use of trademarked materials by HARD District members.

AGENDA DATE: April 13, 2022

DEPARTMENT DIRECTOR APPROVAL: [] Yes [X] No

STAFF PERSON RESPONSIBLE: Stephen Cole, City Manager

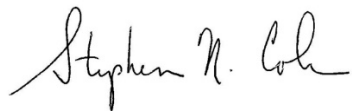
DOCUMENTS ATTACHED: Trademark Agreement with the Gregory Street Hard District Business Marketing Association

RECORD: [] Yes [X] No

CoBH CERTIFICATE OF INSURANCE REQUIRED [] Yes [X] No

CITY ATTORNEY REVIEW: [X] Yes [] N/A

SUBMITTED BY:



Stephen N. Cole, City Manager

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (the “Agreement”) is made on this 13th day of April, 2022, between the CITY OF BLACK HAWK, a Colorado municipal corporation (hereinafter referred to as the "Licensor"), and _Gregory Street HARD District Business Marketing Association, with an address of PO Box 162, Black Hawk, Colorado 80422 (hereinafter referred to as the "Licensee") (collectively referred to as the “Parties”).

WHEREAS, Licensor is the owner of certain trademarks; and

WHEREAS, the Parties desire that Licensor grant Licensee a nonexclusive license to reproduce and distribute the Trademarks on the Licensed Products, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions

“Licensed Products” means the licensee's products incorporating the Trademarks specifically described in **Exhibit A**.

“Trademarks” means any trademark, service mark, trade name, logo, or other device and its associated good will used to identify and distinguish Licensor's products and services as included in **Exhibit B** which shall include the HARD District Trademark and the Black Hawk “Hawk” Trademark. Licensor is the owner of all rights to the Trademarks and Licensee shall not claim any right to use the Trademarks except under the terms of this Agreement. The Licensee and any sublicensees as set forth herein shall use such Trademarks with the appropriate symbol, either ® or TM, as more particularly described in Exhibit B.

2. Grant of Rights

Licensor grants to Licensee a nonexclusive license to reproduce and distribute the Trademarks on the Licensed Products.

3. Sublicense

Licensee may not sublicense the rights granted under this Agreement.

4. Reservation of Rights: Assignment of Good Will

Licensor reserves all rights other than those being conveyed or granted in this Agreement. Licensee assigns to Licensor any good will from the Trademarks that may accrue under this Agreement or from the distribution of the Licensed Products and agrees that all uses of the Trademarks shall inure to Licensor. Licensee’s rights to the Trademarks are only in connection with the Licensed Products and Licensee shall not assert any other association with Licensor or

the Trademarks. Licensee acknowledges the validity of the Trademarks and agrees not to challenge Licensor's ownership of the Trademarks or their validity.

5. Territory

The rights granted to Licensee are limited to the State of Colorado (the "Territory").

6. Term and Renewal

The "Effective Date" of this Agreement is defined as the date when the agreement commences and is established by the latest signature date. This Agreement shall commence upon the Effective Date and shall continue until December 31, 2022. The Agreement shall automatically renew for an unlimited number of one-year terms, unless either party gives notice of non-renewal by October 31 of any year, which non-renewal shall be effective on January 1 of the subsequent year.

7. Approval of Samples & Quality Control; Pre-Production. Licensee shall submit to Licensor a reasonable number of pre-production designs and prototypes at no cost prior to production as well as production samples of every Licensed Product to assure that the product meets Licensor's quality standards. Licensee agrees not to distribute any Licensed Product until receipt of Licensor's written approval of such Licensed Product.

Members who are in good standing in the Association, may seek authorization from the Association's Board of Directors to use the licensed Trademarks on products to be sold by Association members. If the Board of Directors approves an application for use of the Trademarks, the Board of Directors will subsequently submit sufficient information to the Licensor for subsequent review. If the Licensor approves the use of the Trademarks, the Association will receive written approval and similarly the City shall inform Licensee of any disapproval of the use of the Trademarks. In any case, any trademark usage must be approved by both the Licensee and Licensor and must be specific to a product.

The City Manager or designee will have the authority to approve any trademark usage by the Licensee or its members.

8. Royalties

All royalties ("Royalties") provided for under this Agreement shall accrue upon the Effective Date of this Agreement when the respective Licensed Products are sold, shipped, distributed, billed, or paid for, whichever occurs first

9. Fees

Licensee agrees to pay a Royalty of Five Hundred Dollars (\$500.00), which amount shall be the sole Royalty due for the term of this Agreement. The Licensee agrees to pay \$500.00 for the HARD District Trademark and \$500.00 for the Black Hawk "Hawk: Trademark for a total of \$1,000. In addition, Licensee shall pay an additional Royalty on an annual basis of \$100 per year total for the continued use of both the HARD District Trademark and the "Hawk" Trademark.

10. Licensor Warranties

Licensor warrants that it has the power and authority to enter into this Agreement and has no knowledge as to any third-party claims regarding the proprietary rights in the Trademarks that would interfere with the rights granted under this Agreement.

11. Licensee Warranties

Licensee warrants that it will use its best commercial efforts to market the Licensed Products and that their sale and marketing shall be in conformance with all applicable laws and regulations, including but not limited to all intellectual property laws.

12. Indemnification by Licensee

Licensee shall indemnify Licensor and hold Licensor harmless from any damages and liabilities (including reasonable attorney fees and costs), arising from any breach of Licensee's warranties and representation as defined in the Licensee Warranties above, or arising out of any alleged defects of the Licensed Products, any product liability claims or any claims arising out of advertising, distribution, or marketing of the Licensed Products.

13. Intellectual Property Rights

The license granted in this Agreement is conditioned on Licensee's compliance with the provisions of the intellectual property laws of the United States and any foreign country in the Territory.

14. Proprietary Notices

Licensee shall include the notices provided in **Exhibit A** on all copies of the Licensed Products.

15. Infringement Against Third Parties

In the event that either party learns of imitations or infringements of the Trademarks or Licensed Products, that party shall notify the other in writing of the infringements or imitations. Licensor shall have the right to commence lawsuits against third persons arising from infringement of the Trademarks or Licensed Products. In the event that Licensor does not commence a lawsuit against an alleged infringer within sixty (60) days of notification by Licensee, Licensee may commence a lawsuit against the third party. Before filing suit, Licensee shall obtain the written consent of Licensor to do so and such consent shall not be unreasonably withheld. Licensor will cooperate fully and in good faith with Licensee for the purpose of securing and preserving Licensee's rights to the Trademarks. Any recovery (including, but not limited to a judgment, settlement or licensing agreement included as resolution of an infringement dispute) shall be divided equally between the parties after deduction and payment of reasonable attorney fees to the party bringing the lawsuit.

16. Exploitation Date

Licensee agrees to manufacture, distribute, and sell the Licensed Products in commercially reasonable quantities during the term of this Agreement and to commence such manufacture, distribution, and sale within six (6) months of the Effective Date. This is a material provision of this Agreement.

17. Insurance

Licensee shall, throughout the Term, obtain and maintain, at its own expense, standard product liability insurance coverage, naming Licensor as an additional named insured. Such policy shall provide protection against any claims, demands, and causes of action arising out of any alleged defects or failure to perform of the Licensed Products or any use of the Licensed Products. The amount of coverage shall be a minimum of One Million Dollars (\$1,000,000.00) with no deductible amount for each single occurrence for bodily injury or property damage. The policy shall provide for notice to the Licensor from the insurer by Registered or Certified Mail in the event of any modification or termination of insurance. The provisions of this section shall survive termination for three (3) years.

18. Licensor's Right to Terminate

Licensor shall have the right to terminate this Agreement at Licensor's sole discretion upon ninety (90) days' notice.

19. Miscellaneous

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Gilpin County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by Licensor shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Licensor and Licensee, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.

e. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

Licensor: City Manager
City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422

Licensee:

Gregory Street HARD District Business Marketing Association
PO BOX 162, Black Hawk, Colorado 80422

f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. Modification. This Agreement may only be modified upon written agreement of the Parties.

h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

i. Attachments & Exhibits. The parties agree and acknowledge that all attachments, exhibits, and schedules referred to in this Agreement are incorporated in this Agreement by reference.

j. No Special Damages. Licensors shall not be liable to Licensee for any incidental, consequential, punitive, or special damages.

k. No Joint Venture. Nothing contained in this Agreement shall be construed to place the parties in the relationship of agent, employee, franchisee, officer, partners, or joint ventures. Neither party may create or assume any obligation on behalf of the other.

l. Governmental Immunity. Licensors, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to Licensors and its officers or employees.

m. Rights and Remedies. The rights and remedies of Licensors under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Licensors' legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

**Gregory Street HARD District Business
Marketing Association**

By: _____

Name: _____

Title: _____

EXHIBIT A

Licensed Products

To be Determined and Approved by City Manager

Proprietary Notices

All licensed products shall bear the following proprietary notice: “TM”

Exhibit B

The Trademarks:

See attached specimens.





RESOLUTION 26-2022
A RESOLUTION
APPROVING THE
CONTRACT TO BUY AND
SELL REAL ESTATE
(LAND) BETWEEN THE
CITY AS BUYER AND
EAGLE PROPERTY, LLC
AS SELLER

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 26-2022

TITLE: A RESOLUTION APPROVING THE CONTRACT TO BUY AND SELL REAL ESTATE (LAND) BETWEEN THE CITY AS BUYER AND EAGLE PROPERTY, LLC AS SELLER

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the Contract to Buy and Sell Real Estate (Land) between the City and Eagle Property, LLC, attached hereto as **Exhibit A** in the amount of \$250,000.00, and authorizes the Mayor and the City Manager to execute the necessary documents on behalf of the City.

RESOLVED AND PASSED this 13th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval to purchase property owned by Eagle Property, LLC in the amount of \$250,000 plus any applicable closing costs for the purchase of the Smith Lode Claim US Survey No. 502, Mill Site 12, Mill Site 13, and an easement on Mill Site 13.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE *Resolution 26-2022, a resolution approving the contract to buy and sell real estate (land) between the City as buyer and Eagle Property, LLC as seller. .*

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City is interested in acquiring land next to the Fire Department facility located at 7501 Black Hawk Blvd., Black Hawk, Colorado. Eagle Property LLC has agreed to sell four parcels to the City of Black Hawk consisting of the Smith Lode Claim US Survey No. 502, Mill Site 12, Mill Site 13, and an easement on Mill Site 13 for \$250,000. Staff seeks approval from the City Council to purchase the property for 250,000 plus closing costs.

AGENDA DATE: April 13, 2022

DEPARTMENT DIRECTOR APPROVAL: [] Yes [X] No

STAFF PERSON RESPONSIBLE: Stephen Cole, City Manager

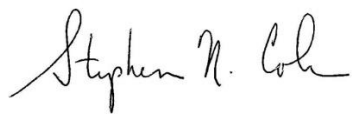
DOCUMENTS ATTACHED: Contract to buy Real Estate and map of the property being purchased

RECORD: [] Yes [X] No

CoBH CERTIFICATE OF INSURANCE REQUIRED [] Yes [X] No

CITY ATTORNEY REVIEW: [X] Yes [] N/A

SUBMITTED BY:



Stephen N. Cole, City Manager

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (CBS4-6-21) (Mandatory 1-22)

3
4 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR**
5 **OTHER COUNSEL BEFORE SIGNING.**
6

7 **CONTRACT TO BUY AND SELL REAL ESTATE**
8 **(LAND)**
9 **(☐ Property with No Residences)**
10 **(☐ Property with Residences-Residential Addendum Attached)**
11

12 Date: _____

13 **AGREEMENT**

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

16 **2. PARTIES AND PROPERTY.**

17 **2.1. Buyer.** _____ (Buyer) will take title
18 to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** _____.

19 **2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

20 **2.3. Seller.** _____ (Seller) is the current
21 owner of the Property described below.

22 **2.4. Property.** The Property is the following legally described real estate in the County of _____, Colorado
23 (insert legal description):
24
25
26
27
28
29
30
31
32

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

35 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

36 **2.5.1. Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price
37 unless excluded under **Exclusions**:
38
39
40

41 If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the
42 Purchase Price.

43 **2.5.2. Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at
44 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
45 encumbrances, except:
46
47
48

49 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
50 applicable legal instrument.

51 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
52 at Closing (Leased Items):
53

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

2.7. **Water Rights, Well Rights, Water and Sewer Taps.**

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

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

☐ 2.7.2. **Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

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

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

2.7.5. **Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

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

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

2.8. **Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	

5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	
44	§ 17	Possession Date	
45	§ 17	Possession Time	
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	

105 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

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

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

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

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

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

4. PURCHASE PRICE AND TERMS.

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

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

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

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

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

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

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

151 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer**
153 **is in Default, § 20.1 and § 21,** unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 **4.4. Form of Funds; Time of Payment; Available Funds.**

155 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
157 check, savings and loan teller's check and cashier's check (Good Funds).

158 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
160 **NONPAYING PARTY WILL BE IN DEFAULT.**

161 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have
162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 **4.5. New Loan.**

164 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
165 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

166 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
167 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional
168 Provisions).

169 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
170 ☐ **Conventional** ☐ **Other** _____.

171 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
172 set forth in § 4.1. (Price and Terms), presently payable at \$_____ per _____ including principal and interest
173 presently at the rate of _____% per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐
174 **Property Insurance Premium** and ☐ _____.

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

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

184 **4.7. Seller or Private Financing.**

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

189 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer**
190 ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**
191 **Private Financing Deadline**.

192 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
193 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
194 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,
195 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

196 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
197 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
198 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**
199 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

200

TRANSACTION PROVISIONS

201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

202 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
203 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
204 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

205 **5.2. New Loan Terms; New Loan Availability.**

206 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
214 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
219 Survey).

220 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
225 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 **6. APPRAISAL PROVISIONS.**

239 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
242 valued at the Appraised Value.

243 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
247 **Objection Deadline**:

248 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
249 or

250 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

256 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
261 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

262 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer
263 ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
264 agent or all three.

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

267 **7.1. Common Interest Community Disclosure.** ~~THE PROPERTY IS LOCATED WITHIN A COMMON~~
268 ~~INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF~~
269 ~~THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE~~
270 ~~COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE~~
271 ~~ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL~~
272 ~~OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS~~
273 ~~OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD~~
274 ~~PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS~~
275 ~~AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING~~
276 ~~CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A~~
277 ~~COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF~~
278 ~~PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL~~
279 ~~OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE~~
280 ~~DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE~~
281 ~~ASSOCIATION.~~

282 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
283 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
284 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
285 of the Association Documents, regardless of who provides such documents.

286 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

287 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
288 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
289 C.R.S.;

290 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
291 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
292 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
293 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

294 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
295 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
296 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
297 (Association Insurance Documents);

298 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
299 disclosed in the Association's last Annual Disclosure;

300 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
301 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
302 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
303 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
304 Association's community association manager or Association will charge in connection with the Closing including, but not limited
305 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
306 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
307 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
308 7.3.5., collectively, Financial Documents);

309 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
310 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
311 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
312 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
313 elements or limited common elements of the Association property.

314 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
315 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
316 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
317 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
318 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
319 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**

320 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
321 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
322 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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

324 **8.1. Evidence of Record Title.**

325 ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
326 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
327 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
328 or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
329 and delivered to Buyer as soon as practicable at or after Closing.

330 ☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
331 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
332 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
333 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

334 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☐ **Will** ☐ **Will Not** contain Owner's
335 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
336 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
337 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
338 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
339 ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

340 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
341 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
342 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
343 § 8.7. (Right to Object to Title, Resolution).

344 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
345 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
346 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
347 Documents).

348 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
349 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
350 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
351 party or parties obligated to pay for the owner's title insurance policy.

352 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
353 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
360 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
367 Documents as satisfactory.

368 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
369 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
370 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
371 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
372 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
373 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
374 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
375 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record
376 Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
377 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. NEW ILC, NEW SURVEY.

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

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

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

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

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

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

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

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

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

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

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

10.2. **Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely

disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

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

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

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

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

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

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

10.6. Due Diligence.

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

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

10.6.1.2. Leased Items Documents. ~~If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before Due Diligence Documents Delivery Deadline. Buyer ☐ Will ☐ Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).~~

10.6.1.3. Encumbered Inclusions Documents. ~~If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before Due Diligence Documents Delivery Deadline. Buyer ☐ Will ☐ Will Not assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).~~

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

- ☐ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;
- ☐ **10.6.1.4.2.** Property tax bills for the last _____ years;

551 ☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including
552 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
553 extent now available;

554 ☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

555 ☐ **10.6.1.4.5.** Operating statements for the past _____ years;

556 ☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

557 ☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but
558 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

559 ☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which
560 have been made for the past ____ years;

561 ☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
562 not delivered earlier under § 8.3.);

563 ☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
564 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
565 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
566 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
567 Seller;

568 ☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
569 compliance of the Property with said Act;

570 ☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
571 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
572 authorizations, if any; and

573 ☐ **10.6.1.4.13.** Other:

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580 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
581 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
582 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

583 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
584 or

585 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
586 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

587 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
588 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
589 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
590 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
591 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

592 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**
593 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
594 the Property, in Buyer's sole subjective discretion.

595 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
596 Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☐ **Buyer** will order or provide
597 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the
598 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
599 at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
600 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
601 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
602 tenants' business uses of the Property, if any.

603 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
604 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
605 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the
606 **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II
607 Environmental Site Assessment.

608 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the
609 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended

610 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
611 subjective discretion.

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

614 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
615 owned by Buyer and commonly known as _____, Buyer has
616 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
617 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
618 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this
619 provision.

620 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ Does ☐ Does Not
621 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
622 the Property. ☐ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.

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

626 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
627 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
628 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
629 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
630 or delayed.

631 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

632 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

633 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

634 11. TENANT ESTOPPEL STATEMENTS.

635 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
636 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
637 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
638 attached to a copy of the Lease stating:

639 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

640 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
641 amendments;

642 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

643 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

644 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

645 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
646 demising the premises it describes.

647 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
648 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
649 required § 11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

650 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**
651 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
652 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
653 waive any unsatisfactory Estoppel Statement.

654 CLOSING PROVISIONS

655 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

656 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
657 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
658 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
659 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
660 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
661 Seller will sign and complete all customary or reasonably required documents at or before Closing.

662 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☐ Are Not executed with
663 this Contract.

664 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
665 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
666 Buyer. The hour and place of Closing will be as designated by _____.

667 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
668 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

669 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
670 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
671 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

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

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

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

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

685 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
686 to be paid at Closing, except as otherwise provided herein.

687 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
688 ☐ One-Half by Buyer and One-Half by Seller ☐ Other _____.

689 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
690 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
691 associated with or specified in the Status Letter will be paid as follows:

692 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer
693 ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

694 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer
695 and One-Half by Seller ☐ N/A.

696 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than
697 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
698 by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

699 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
700 Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

701 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by
702 Buyer and One-Half by Seller ☐ N/A.

703 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
704 ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

705 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
706 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller
707 ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

708 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
709 \$_____ for:

710 ☐ Water Stock/Certificates ☐ Water District
711 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____

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

713 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
714 paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

715 **15.9. FIRPTA and Colorado Withholding.**

716 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
717 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
718 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign
719 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign

720 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
721 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
722 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
723 if an exemption exists.

724 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
725 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
726 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
727 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
728 tax advisor to determine if withholding applies or if an exemption exists.

729 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

730 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

731 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
732 for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☐ **Most Recent Mill Levy**
733 **and Most Recent Assessed Valuation**, ☐ **Other** _____.

734 **16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit
735 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
736 writing of such transfer and of the transferee's name and address.

737 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

738 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

739 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
740 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
741 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
742 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
743 assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any
744 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
745 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
746 there are no unpaid regular or special assessments against the Property except the current regular assessments and
747 _____. Association Assessments are subject to change as provided in the Governing Documents.

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

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

753

GENERAL PROVISIONS

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

757 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
758 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
759 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
760 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
761 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
762 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
763 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
764 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
765 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
766 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
767 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
768 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
769 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

770 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
771 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
772 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
773 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

774 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
775 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
776 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
777 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
778 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
779 Closing.

780 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
781 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
782 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
783 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
784 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
785 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

786 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
787 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

788 **18.5. Home Warranty. [Intentionally Deleted]**

789 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
790 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for
791 the growing crops.

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

799
800 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
801 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
802 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
803 has the following remedies:

804 **20.1. If Buyer is in Default:**

805 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
806 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
807 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
808 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

809 **20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked.** Seller may
810 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
811 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
812 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
813 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

814 **20.2. If Seller is in Default:**

815 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
816 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
817 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
818 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
819 or damages, or both.

820 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
821 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
822 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
823 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
824 Contract are reserved and survive Closing.

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

828 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
829 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

830 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
831 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
832 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
833 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
834 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
835 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
836 Section will not alter any date in this Contract, unless otherwise agreed.

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

848 **24. TERMINATION.**

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

854 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
855 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

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

863 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
864 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
865 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
866 must be received by the party, not Broker or Brokerage Firm).

867 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
868 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
869 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
870 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

871 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
872 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
873 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

874 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
875 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
876 located in Colorado.

877 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
878 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
879 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and

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copy thereof, such

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

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ADDITIONAL PROVISIONS AND ATTACHMENTS

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29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

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30. OTHER DOCUMENTS.

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

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

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SIGNATURES

Buyer: *City of Black Hawk*

Date: _____

By: David D. Spellman, Mayor

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

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Seller: *Eagle Property, LLC*

Date: _____

By: Cary Berman

END OF CONTRACT TO BUY AND SELL REAL ESTATE

EXHIBIT A
LEGAL DESCRIPTION

Parcel A:

The Smith Lode Mining Claim, U.S. Survey No. 502, as described in US Patent recorded April 18, 1983 in Book 352 at page 36,

Excepting therefrom any portion embraced in the Wain Lode, Survey No. 490, described as follows: beginning at corner No. 1 of the Smith Lode Mining Claim, U.S. Survey No. 502; thence N. 52° E., 332.4 feet; thence N. 38° W., 17.4 feet; thence S. 49° W., 332.9 feet to the place of beginning,

And except any portion beginning at a point 50.6 feet N. 29° W., from said corner No. 1 of the Smith Lode Mining Claim, U.S. Survey No. 502; thence N. 29° W., 33.4 feet; thence N. 52° E., 319.2 feet; thence S. 38° E., 15 feet; thence S. 49° W., 324.8 feet to the place of beginning, all as excepted and described in said patent.

County of Gilpin, State of Colorado.

Parcel B:

Mill Site 12, as described in Mayors deed recorded September 24, 1873, in Book 56 at page 128,
City of Black Hawk,
County of Gilpin, State of Colorado.

Except any mine of gold, silver, cinnabar or copper or to any valid mining claim or possession held under existing laws, as shown in patent to the City of Black Hawk, recorded in Book 56 at page 555 and in Book 62 at page 456.

County of Gilpin, State of Colorado.

Parcel C:

Mill Site 13,
City of Black Hawk,
County of Gilpin, State of Colorado.

And except any mine of gold, silver, cinnabar or copper or to any valid mining claim or possession held under existing laws, as shown in patent to the City of Black Hawk, recorded in Book 56 at page 555 and in Book 62 at page 456.

County of Gilpin, State of Colorado.

Excepting from the above described parcels A, B and C any and all portions thereof conveyed to Gregory C. Smith and Glenda C. Smith in deed recorded October 12, 1983 in Book 366 at page 216,

And excepting from the above described A, B and C any portion lying within any lots and blocks in the City of Central and the City of Black Hawk,

And excepting from the above described A, B and C any portion lying within any public or private street, road or highway.

Parcel D:

An easement for access, both ingress and egress, and utility purposes over and across the following described property;

That part of the NW ¼ of Section 7, Township 3 South, Range 72 West of the 6th Principle Meridian, City of Black Hawk, County of Gilpin, State of Colorado, being a 30 foot strip, adjoining Mill Site 13- Smith Claim 502 of said City, the center line of which is described as follows:

Commencing at the most southerly corner of Mill Site 13, thence southwesterly, perpendicular to the southwesterly line of said Mill site 15 feet, to the point of beginning; thence northwesterly, parallel with the southwesterly line of said Mill Site, 264 feet, more or less to an angle point; thence deflecting to the right, 47° 12' 14", along a line 15 feet westerly of and parallel with the westerly line of said Mill Site, 121 feet, more or less, to the southwesterly line of the Smith Claim, and point of terminus.

