



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE
BOARD OF DIRECTORS STUDY SESSION**

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday November 14, 2023, beginning at 6:00 p.m.

1. Valley First progress report and acceptance of letter from district
2. Discussion American Water Works Association
3. Buy and Sell Agreement Parcels #4724404008 & 47244044009.
4. Budget Questions (Towers for Meters& Training)
5. CCAAC Review (1 new build)
6. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
7. CITIZENS INPUT

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday November 14, 2023, beginning at 6:15 p.m.

- | | | | | | | | |
|---|--|---------------|------------------|-----------------|------------------|---------------|-------------------|
| <ol style="list-style-type: none"> 1. CALL TO ORDER. 2. PLEDGE OF ALLEGIANCE. 3. MOMENT OF SILENT REFLECTION. 4. QUORUM CHECK 5. APPROVAL OF THE AGENDA. 6. APPROVAL OF MINUTES. | <table border="0"> <tr> <td>Study Session</td> <td>October 31, 2023</td> </tr> <tr> <td>Regular Meeting</td> <td>October 31, 2023</td> </tr> <tr> <td>CCACC Minutes</td> <td>October 31, 2023,</td> </tr> </table> | Study Session | October 31, 2023 | Regular Meeting | October 31, 2023 | CCACC Minutes | October 31, 2023, |
| Study Session | October 31, 2023 | | | | | | |
| Regular Meeting | October 31, 2023 | | | | | | |
| CCACC Minutes | October 31, 2023, | | | | | | |
| <ol style="list-style-type: none"> 7. BILLS PAYABLE. 8. FINANCIAL REPORT. 9. OPERATIONAL REPORT. <ol style="list-style-type: none"> a. Beckwith Dam report b. Committee Reports Library Sign/ Sarah? Newsletter /Uniform Development Code/Post Office 10. ATTORNEYS REPORT: 11. AGENDA ITEMS: | | | | | | | |

Land Sale Agreement #4724404008 and 4724404009	Discussion/Action
American Water Works Association	Discussion/Action

CCACC:	Discussion/Action
A. New Construction:	
1. 4649 Santa Fe	Shed

B. Actions

- a. 0 First Letters
- b. 0 Second letters
- c. 0 Third letters
- d. 0 Unauthorized Structure

12. OLD BUSINESS. road resolution

13. NFW BUSINESS:

14. CORRESPONDENCE.

15. EXECUTIVE SESSION: : Motion to go into Executive session 24-6-402(4)9 C.R.S .Personnel Matters
for Review of district manager James Eccher as requested by district manager

16. ADJOURNMENT.

The meeting will be held at the Administration Building located at 4497 Bent Brothers Blvd., Colorado City, CO. 81019.
Alternate location if so needed will be at the Recreation Center located at 5000 Cuerno Verde, Colorado City, CO. 81019.

Colorado City Metropolitan District
4497 Bent brothers Blvd
PO Box 20229
Colorado City, Colorado 81019

Posted November 10,2023

James Eccher is inviting you to a scheduled Zoom meeting.

Topic: Colorado City Metropolitan District Study/Meeting November 14, 2023

Time: Nov 14, 2023 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85704527025?pwd=N24xMWsxVytFaGxlcGN5Y2J3dEFWQT09>

Meeting ID: 857 0452 7025

Passcode: 813280

One tap mobile

+17193594580,,85704527025#,,,,*813280# US

+12532050468,,85704527025#,,,,*813280# US

Dial by your location

• +1 719 359 4580 US

• +1 253 205 0468 US

• +1 669 444 9171 US

• +1 669 900 9128 US (San Jose)

• +1 360 209 5623 US

• +1 386 347 5053 US

• +1 507 473 4847 US

• +1 564 217 2000 US

Meeting ID: 857 0452 7025

Passcode: 813280

Find your local number: <https://us02web.zoom.us/j/85704527025>



COLORADO
Department of Local Affairs
Division of Local Government

November 8, 2023

Neil Elliot, Board President
Colorado City Metropolitan District
P.O. Box 19981
Colorado City, CO 81019

RE: EIAF 9779 - Colorado City Metro Dist. Greenhorn Valley Park Revitalization

Dear President Elliot:

Congratulations! After thorough review, I am excited to offer a grant award in the amount of \$1,000,000 to assist with the above mentioned project.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity, resiliency and readiness to go. Competition for these limited funds is intense and we are seeing great demand.

These grant funds will be from state severance tax proceeds, which may cause you to go to election to receive and spend them. You should confer with your legal and budget advisors to determine if such an election is necessary.

Please contact your DOLA Regional Manager, Tara Marshall, at 719-250-6944 for information on how to proceed. Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. Per our program guidelines, this offer is valid for one year from the date of this letter.

I wish you success with your project. Thank you for helping Colorado build an economy where all Coloradans can thrive.

Sincerely,

Rick M. Garcia
Executive Director

cc: Nick Hinrichsen, State Senator
Tisha Mauro, State Representative
Misty Sprague, Colorado City Metropolitan District
James Eccher, Colorado City Metropolitan District
Tara Marshall, DOLA



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

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

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

Property with No Residences)
 Property with Residences-Residential Addendum Attached)

Date: 10/24/2023

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. **Buyer.** Harlie, LLC A COLORADO LIMITED LIABILITY COMPANY (Buyer) will take title to the Property described below as **Joint Tenants** **Tenants In Common** **Other Severalty.**

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

2.3. **Seller.** Colorado City Metro District (Seller) is the current owner of the Property described below.

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

T S NO 8 OF LOT E TOWNHOUSE SITES OF HOLLYDOT PARK PHASE I and T S NO 9 OF LOT E TOWNHOUSE SITES OF HOLLYDOT PARK PHASE I

known as: 8 + 9 Meadow Creek Drive, Colorado City, CO 81019

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

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

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

n/a

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

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

n/a

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

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

n/a

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

n/a

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

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

n/a

Any deeded water rights will be conveyed by a good and sufficient n/a 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:

n/a

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 n/a.

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

n/a

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:

n/a

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:

n/a

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	n/a
2	§ 4	Alternative Earnest Money Deadline	n/a
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	n/a
4	§ 8	Record Title Objection Deadline	n/a
5	§ 8	Off-Record Title Deadline	n/a
6	§ 8	Off-Record Title Objection Deadline	n/a
7	§ 8	Title Resolution Deadline	n/a
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		Owners' Association	
9	§ 7	Association Documents Deadline	n/a
10	§ 7	Association Documents Termination Deadline	n/a
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	n/a

12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		Loan and Credit	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a
17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
18	§ 5	Existing Loan Deadline	n/a
19	§ 5	Existing Loan Termination Deadline	n/a
20	§ 5	Loan Transfer Approval Deadline	n/a
21	§ 4	Seller or Private Financing Deadline	n/a
		Appraisal	
22	§ 6	Appraisal Deadline	n/a
23	§ 6	Appraisal Objection Deadline	n/a
24	§ 6	Appraisal Resolution Deadline	n/a
		Survey	
25	§ 9	New ILC or New Survey Deadline	n/a
26	§ 9	New ILC or New Survey Objection Deadline	n/a
27	§ 9	New ILC or New Survey Resolution Deadline	n/a
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	n/a
29	§ 8	Mineral Rights Examination Deadline	n/a
30	§ 10	Inspection Termination Deadline	n/a
31	§ 10	Inspection Objection Deadline	n/a
32	§ 10	Inspection Resolution Deadline	n/a
33	§ 10	Property Insurance Termination Deadline	n/a
34	§ 10	Due Diligence Documents Delivery Deadline	n/a
35	§ 10	Due Diligence Documents Objection Deadline	n/a
36	§ 10	Due Diligence Documents Resolution Deadline	n/a
37	§ 10	Environmental Inspection Termination Deadline	n/a
38	§ 10	ADA Evaluation Termination Deadline	n/a
39	§ 10	Conditional Sale Deadline	n/a
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
41	§ 11	Estoppel Statements Deadline	n/a
42	§ 11	Estoppel Statements Termination Deadline	n/a
		Closing and Possession	
43	§ 12	Closing Date	11/9/2023 Thursday
44	§ 17	Possession Date	11/9/2023 Thursday
45	§ 17	Possession Time	TBD
46	§ 27	Acceptance Deadline Date	n/a

47	§ 27	Acceptance Deadline Time	n/a
48	n/a	n/a	n/a
49	n/a	n/a	n/a

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

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

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

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end 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	\$ 6,000.00	
2	§ 4.3.	Earnest Money		\$ 0.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	n/a	n/a		\$
8	n/a	n/a		\$
9	§ 4.4.	Cash at Closing		\$ 6,000.00
10		Total	\$ 6,000.00	\$ 6,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$n/a (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 n/a, will be payable to and held by n/a (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

Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

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

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

26. NOTICE, DELIVERY AND CHOICE OF LAW.

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

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

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

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

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

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.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

n/a

30. OTHER DOCUMENTS.

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

n/a

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

n/a

Signatures

Kim W Barickman, Member

Date: 10/24/2023

Buyer: **Harlie, LLC A COLORADO LIMITED LIABILITY COMPANY**

By: **Kim W Barickman, Member**

[Handwritten Signature]

Date: 10/24/2023

Buyer: **Harlie, LLC A COLORADO LIMITED LIABILITY COMPANY**

By: **Baxter W Kirkland, Manager**

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

Seller: _____ Date: _____

Colorado City Metro District
By

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

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

will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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

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

Brokerage Firm's compensation or commission is to be paid by **Listing Brokerage Firm** **Buyer**
 Other.

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

Brokerage Firm's Name: **Go2 Realty**

Brokerage Firm's License #: **EI 100074071**

Sofia Taylor

Date: **10/24/2023**

Broker's Name: **SOFIA TAYLOR**

Broker's License #: **EI 100074071**

Address: **795 11th St Penrose, CO 81240**

Ph: Fax: Email Address: **byteamtaylor@gmail.com**

B. Broker Working with Seller

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

Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** (Clr) in this transaction.

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

Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other**
 (Clr)

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

Brokerage Firm's Name:

Brokerage Firm's License #:

Broker's Signature _____ Date: _____

Broker's License #:

Address: ,

Ph: Fax: Email Address:

CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

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Property Management Fund

OUR VALUE IS \$1830.00 W/S AND PAVED ROAD COUNTY

Official Records of Pueblo County Clerk & Recorder 2325819

10/12/2023 08:10:26 AM Page 1 of 1

Warranty Deed R: \$13.00 D: \$0.60 Candace Rivera

State Documentary Fee

Date 10/06/2023

\$ 0.60

SPECIAL WARRANTY DEED

THIS DEED, made this 6th day of October, 2023, between Colorado City Holdings LLC, a Colorado Limited Liability Company, Grantor, and Harlie, LLC, a Colorado Limited Liability Company, in joint tenancy, whose address is P.O. Box 202, Rye, CO 81069, Grantee.

WITNESSES, that the Grantor, for and in consideration of the sum of SIX-THOUSAND DOLLARS and 00/100 (\$6,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Pueblo, State of Colorado, described as follows:

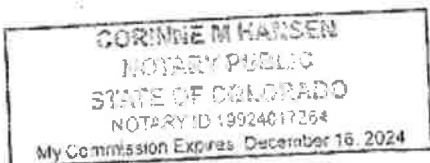
COMMON PROPERTY OF LOT "E" OF TOWNHOUSE SITES OF HOLLYDOT PARK PHASE I

Also known and numbered as: Common Property of Lot "E" of Townhouse Sites of Hollydot Park Phase I known as: Pin #4013 Gulf Stream Way, Colorado City, CO 81019.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reservations, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever, and the Grantor does covenant and agree to and with the Grantee, its successors and assigns, that Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through, and under Grantor but not otherwise.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.



Lindsay L. Andrew, Special Administrator of the Estate of Michael Tony Westall, aka Tony Westall, aka Michael Westall, sole member and Manager of Colorado City Holdings LLC, a Colorado Limited Liability Company, Grantor

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me on this 6th day of October, 2023, by Lindsay L. Andrew, Special Administrator of the Estate of Michael Tony Westall aka Tony Westall, aka Michael Westall, sole member and Manager of Colorado City Holdings, LLC, a Colorado Limited Liability Company, Grantor.

Witness my hand and official seal. My commission expires:

12/16/2024



PB 3506 5716

[Signature]
Notary Public

Fidelity National Title Company

1207 Pueblo Blvd Way, Suite A, Pueblo, CO 81005

Phone: (719)544-0837 | Fax: (719)544-0853

BUYER'S STATEMENT

Settlement Date: October 16, 2023

Escrow Number: 320-F12994-23

Disbursement Date: October 16, 2023

Escrow Officer: Brenda Clennin

Email: bclennin@fnf.com

Buyer: Harlie, LLC, a Colorado limited liability company

Seller: Randy Devenport

Property: V/L Lot E Townhouse Sites Phase II of Hollydot Park
Colorado City, CO 81019

Common Property Of Lot E Townhouse Sites Phase II Of Hollydot Park

	\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION				
Sale Price of Property		47,018.00		
TITLE & ESCROW CHARGES				
Title - Tax Certificate	Fidelity National Title Company	13.50		
Title - Real Estate Closing Fee	Fidelity National Title Company	500.00		
GOVERNMENT CHARGES				
Recording Fees	Fidelity National Title Company	26.00		
CO - Deed (Warranty)	\$13.00			
CO - Stmt of Authority	\$13.00			
Documentary Fee	Fidelity National Title Company	4.70		
MISCELLANEOUS CHARGES				
Third Party Earnest Money Deposit				9,000.00
Subtotals		47,562.20		9,000.00
Balance Due FROM Buyer				38,562.20
TOTALS		47,562.20		47,562.20

APPROVED AND ACCEPTED

Sales or use taxes on personal property not included. Fidelity National Title Company assumes no responsibility for the adjustment of special taxes or assessments unless they are shown on the Treasurer's Certificate of Taxes Due. The condition of title to the property is to be determined by reference to the title evidence provided by Seller or by personal investigation. The above statement of settlement is approved as of the settlement date shown above and Escrow Holder is hereby authorized to disburse as Trustee funds as indicated.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER:

Harlie, LLC, a Colorado limited liability

CCAAC New Build Inspection Report

Date Inspected: 11-9-23

Inspected by: Bob Smith

Zoned B2 Lot 156 Unit: 2 Parcel #: 4713302028

Owner: Lorna J. Pattison Phone: 719-491-7630

Physical Address: 4649 Santa Fe Tuff Shed ~~8x8~~ 12x16

Minimum Sq. Ft. Required _____ Actual build sq. Ft. 192

Lot size: 10000 sq. ft. % can be covered 50 Covered % 17%

Colorado City Covenants reviewed? Yes No

Question	Approved	
	Yes	No
Structure: _____ ?	<u>Yes</u>	No
Form: _____ ?	<u>Yes</u>	No
Texture: _____ ?	<u>Yes</u>	No
Color: _____ ?	<u>Yes</u>	No
Ext. Appurtenances <u>NA</u> ?	Yes	No
Property lines Marked? <u>Fence line</u>	<u>Yes</u>	No
Structure lines Marked? _____	Yes	<u>No</u>

Property Set Backs

Required	Actual	Required	Actual
Front: <u>25</u>	_____	Rear: <u>5</u>	_____
Fail	Pass / Fail	Pass /	Fail

Side: 5 Pass / Fail CCAAC member: Approved / Disapproved

Information / corrections Required on:

_____ for final approval

CCAAC Member Signature

Bob J. Smith

Additional Notes:

Talked to Jean - Told her the shed must be 5' from Fence + 5' from other shed. Will confirm with Tuff shed

1400
80
192
1692

Colorado City Declaration of Protective Covenants:

Said Conditions: ***What can be inspected.***

7. That any building erected upon any of said lots shall be approved prior to construction by an Architectural Committee appointed by Declarant, or successors appointed by them, in Pueblo, Colorado, or at such other place as may be designated by the Declarant. The Architectural Committee, in passing on any requests for approval, shall consider the ***Location (set backs), Texture, Color, and Exterior Appurtenances***

Pueblo County Code - Title 17

Set Backs: General - based on zoning

17.24.090. (Front yard) Except as provided in 17.120.020, buildings shall be set back not less than **twenty-five (25) feet from the front property line**

17.24.100. (Side yard) A principal structure shall provide **total side yards of not less than fifteen (15) feet with not less than five (5) feet won one side**, and, except as provided in Section 17.120.020, an accessory building shall be set back from the side lot line **at least five (5) feet.**

17.24.110. (Rear yard). **A principal structure shall be set back at least fifteen (15) feet from a rear lot line**, and except as provided in Section 17.120.020, an **accessory building shall be set back from a rear lot line at least five (5) feet.**

Note: Section 17.120 covers 'Supplementary Regulations' and references **Agricultural One, Two, Three and Four Zone Districts.**

R-2 11/01/2023

K. [Signature]

ZONE DATE

DIRECTOR/REPRESENTATIVE

COMMENTS:

Proposed Accessory Structure: 12x16= 192 sq. Ft

Owner: Lorna J Revocable Trust David Henry Revocable Trust

Address: 4649 Santa Fe. Dr., Colorado City, Co., 81019

Parcel #: 4713302028 ZONE: R-2

Legal Description: Lot 156 Unit 2 Colorado City Amended

Lot Size: 11,035

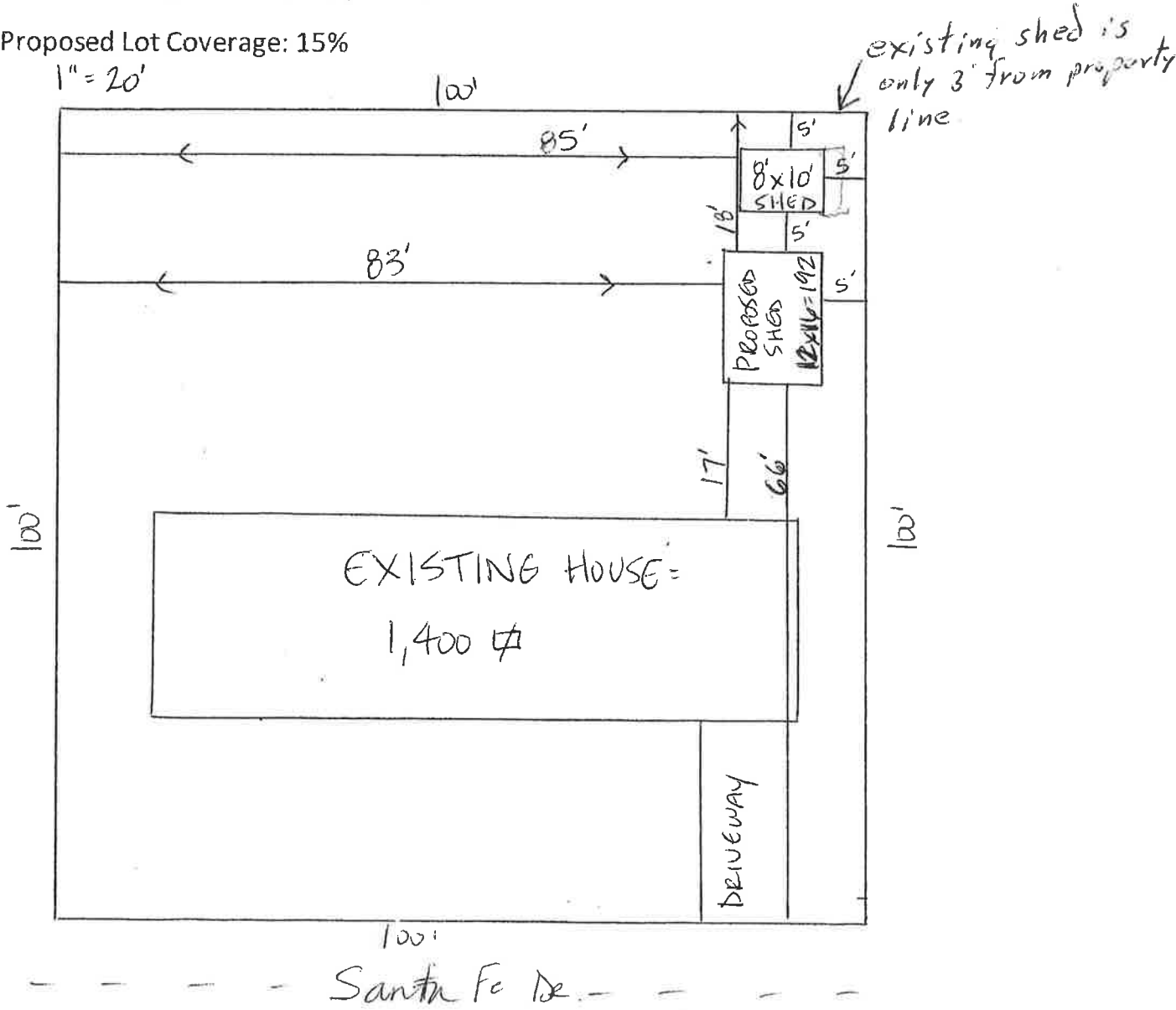
Existing House: 1,400

Existing Shed: 8'x10'= 80 sq ft

Proposed Detached Accessory Structure: 12'x16'= 192 sq ft

Proposed Height of accessory structure: 13'6"

Proposed Lot Coverage: 15%



5884 Wacomish v 57. ft.
47 22408158.

Jean

Golf Shop Activities Report
October 2023

2023 October Revenue \$ 36,269

2022 October Revenue \$26,893

2023 Year to Date (as of Oct. 31) \$471,985.17

2022 End of Year Total \$438,899

Although we were closed for 4 days due to snow and had a few others with cold conditions we managed to best last October by almost \$10,000. We had a couple late in the year tournaments that contributed. Also, we have gained more play from the North (CO.Springs and Denver Metro) when the course there were closed due to snow.

We were named Best of the Best for Southern Colorado by Fox 21. Beating out Walking Stick, Four Mile and the Pueblo Country Club for the top spot. Proving that the combination of having a Course in great shape and great customer service, we can draw in play from all over the front range.



HOLYDOT
at Colorado City

2023 October-November

- Course

- Rainfall (.1") October 6 - November 8th.
- Tees, fairways, approaches and range tees fertilized with 33-0-0 at 1lbN/1000 on 10/10 and 10/17 (after first frost).
- Greens and collars fertilized with 13-2-13 at 3/4lbN/1000 on 10/24 (after first frost).
- Greens sprayed with a maintenance spray and moss control 11/6.
- Front 9 greens sprayed with long term wetting agent on 11/7. Back will be done later in the month.
- #4 Green, re-sodded bad areas in the back of the green on 10/ 12.
- Bunker Excavation (10 total) on #1, #2, #3, #4, #5, #7, #17, #18. All these bunkers re edged, shaped and expanded. Sand and drainage installed in the late spring.

- Irrigation

- New computer (central control) software, antenna, computed hardware and satellite mother cards installed 10/23.
- Testing has been conducted since 10/23 to work out any flaws in the new system. Irrigation class will be taken at the end of the month or better use of new software.
- Testing: So far everything has been running smoothly with a few issues. Better to test in the fall than during warmer months.
- Course irrigation continues as precipitation levels are low and night temps are up. Note: the system will be winterized as soon as weather consistently cools.

- Shop

- Rick Pominville will be our new maintenance mechanic.
- Shop organization and shelf remodel to aid in parts storage and shop efficiency.
- Some preventative/winter maintenance has begun.

November 2023 Parks and Rec Operational Report

Campground

October 2023: \$5,608.78

Year to Date: \$78,988.38

Sports

Soccer season is over. Our next youth sport will be basketball. Registration will start in December with play beginning in January. Pickleball has moved inside for the winter months at Craver. We are having issues with access to the Craver gym as the key system needs to be fixed. We hope this happens soon or we may have issues with the basketball program as well.

Mowing operations are done for the season. We have the atv plow ready to go and have purchased a small plow for the parks and rec vehicles which will help with the campground, park and parking lots. This should take some stress off of the atv plow to help it last longer.

2024 Proposed Rate Increases for the Campground

	<u>Current Price</u>	<u>Proposed Price</u>
Non-Electric	\$20	\$25
30 amp	\$30	No increase
50 amp	\$40	\$50

Lake Beckwith Measurement for weekly report

lake level	4"	6'	seep	wier	pit	inspector
1/5/2023	13.2	dry	1min=950ml	0.13	dry	GB
1/12/2023	13.3	dry	1min=1000ml	0.13	dry	GB
1/19/2023	13.4	dry	1min=1000ml	0.13	dry	GB
1/25/2023	13.4	dry	1min=950ml	0.13	dry	GB
2/3/2023	13.6	dry	1 min=1250ml	0.14	dry	GB
2/10/2023	13.6	dry	1min=950ml	0.13	dry	GB
2/13/2023	13.6	dry	1min =1000ml	0.13	dry	GB
2/23/2023	13.6	dry	1min=950ml	0.13	dry	GB
3/1/2023	13.6	dry	1min=1000ml	0.13	dry	GB
3/8/2023	13.6	dry	1min=1000ml	0.14	dry	GB
3/23/2023	13.8	dry	1min=1250	0.13	dry	GB
3/30/2023	13.8	dry	1min=1250	0.13	dry	GB
4/5/2023	13.8	dry	1min=1300ml	0.14	dry	GB
4/12/2023	13.6	dry	1min=1300ml	0.14	dry	GB
4/21/2023	13.6	dry	1min=1250ml	0.13	dry	GB
4/28/2023	13.6	dry	1min=1300ml	0.13	dry	GB
5/5/2023	13.8	dry	1min=1/3 gal	0.16	dry	GB
5/12/2023	13.9	dry	1min=1/2gal	0.17	dry	GB
5/17/2023	15.3	1min=400ml	1min=1gal	0.24	dry	GB
5/26/2023	15.7	1min=1gal	1min=5.5gal	0.38	dry	GB
5/31/2023	15.4	1min=3/4 gal	1min=4.5gal	0.31	dry	GB/AG
6/7/2023	15.7	1min=1gal	1min=4.5gal	0.27	dry	GB/AG
6/15/2023	15.5	1min=.5gal	1min=3.25gal	0.38	dry	GB/JE
6/21/2023	15.3	1min=1gal	1min=3.5gal	0.33	dry	GB
6/28/2023	15.5	1min=1gal	1min=3.75gal	0.2	dry	GB
7/7/2023	14.8	1min=300ml	1min=1.75gal	0.18	dry	GB/JE

7/13/2023	14.5	dry	1min=1gal	dry	0.16	dry	GB/JE
7/20/2023	14.5	dry	1min=1qt	dry	0.14	dry	GB/JE
7/27/2023	14.6	dry	1min=1qt	Dry	0.13	dry	GB/AG
8/3/2023	14.4	dry	1min=1qt	dry	0.13	dry	GB/GG
8/11/2023	14	dry	1min=1qt	dry	0.13	dry	GB
8/18/2023	13.8	Dry	1min=1qt	Dry	0.12	Dry	GB/AG
8/24/2023	13.3	dry	1min=1qt	dry	0.13	Dry	GB
8/31/2023	13	dry	1min=1qt	dry	0.13	dry	JE/GB
9/6/2023	13	Dry	1min+1qt	dry	0.12	Dry	GB
9/14/2023	12.9	dry	1min=1qt	dry	0.13	dry	GB
9/20/2023	13.6	dry	1min=1qt	dry	0.13	dry	GB
9/28/2023	13.6	dry	1min=1qt	Dry	0.13	Dry	GB
Oct 4 2023	13.5	Dry	1min=300ml	Dry	0.11	dry	GB
Oct 11 2023	13.4	Dry	1min=300ml	dry	0.12	Dry	Gb
Oct 23 2023	13.6	Dry	1min=<300ml	dry	0.12	Dry	GB
11 2 2023	13.5	Dry	1min=<300ml	Dry	0.13	Dry	GB
11 8 2023	13.5	Dry	1min=<300ml	Dry	0.12	Dry	GB

Piezometer Readings for 2023

	P 1/2	P/3	P/4	P/5	P/6	P/11	P/12	lake level	Inspector
Jan 5 2023	dry	void	21.3	23.7	dry	16.1	23.3	13.2	GB/DS
	Dry				dry				
Feb 13 2023	17.8	void	21.3	23.4	26.1	14.9	23.1	13.6	GB
	dry				dry				
Mar 30 2023	17.7	void	21.4	23.3	26.2	14.9	14.9	13.1	GB
	dry				dry				
Apr 12 2023	17.7	void	21.2	21.9	26.1	13.2	23.2	13.6	GB
	dry								
May 17 2023	17.8	void	21.2	20.2	23.2	12.3	21.4	15.3	GB
	water								
May 31 2023	17.6	void	21.2	18.6	22.9	11.3	20.7	15.4	GB
June 7 2023	17.6	void	21.2	18.5	22.9	11.3	20.4	15.7	GB/AG
June 15 2023	17.4	void	21.2	21	23.2	11.3	21	15.5	GB/JE
June 21 2023	17.9	void	21.2	18.3	23.2	11.6	21	15.3	GB
June 28 2023	17.4	void	21.2	18.2	23.1	11.3	21.1	15.5	GB
July 7 2023	17.6	void	21.1	18.4	24.1	11.8	21.6	14.8	GB/JE
	dry								
July 13 2023	17.9	void	21.1	18.5	24.6	11.9	21.9	14.5	GB/JE
	dry								
July 20 2023	17.9	void	21.1	18.8	25.7	12.4	22.4	14.5	GB/JE
	Dry								
July 27 2023	17.9	void	21.1	18.9	25.7	12.4	22.4	14.6	GB/AG
	dry				dry				
Aug 3 2023	17.9	void	21.1	19.2	26.1	12.6	22.5	14.4	GB/GG
	Dry				dry				
Aug 11 2023	17.9	void	21.1	19.2	26.2	12.8	22.7	14	GB
	Dry				Dry				

Aug 18 2023	17.9	Void	21.1	19.5	26.2	12.9	22.9	13.8	GB
	Dry				Dry				
Aug 24 2023	17.9	void	21.1	19.7	26.1	13.4	23.3	13.3	GB
	dry				Dry				
Aug 31 2023	17.9	void	21.1	20.1	26.1	13.3	23.4	13	JE/GB
	Dry				dry				
Sept 6 2023	17.9	void	21.1	20.5	26.1	13.8	23.6	13	GB
	dry				dry				
Sept 14 2023	17.9	void	21.1	18.7	26.1	11.7	23.5	12.9	GB
	dry				dry				
sept 20 2023	17.9	void	21.1	18.3	26.1	11.9	22.9	13.6	GB
	Dry				Dry				
Sept 28 2023	17.9	void	21.1	18.8	26.1	12.8	22.9	13.6	GB
	dry				Dry				
Oct 4 2023	17.9	void	21.1	19.1	26.1	13.4	23.1	13.5	GB
	dry				Dry				
Oct 11 2023	17.9	void	21.2	19.1	26.1	12.9	18.3	13.4	GB
	dry				Dry				
Oct 23 2023	17.9	Void	21.1	19.8	26.1	13.7	23.1	13.6	GB
	Dry				dry				
Nov 2 2023	17.9	Void	20.1	20.7	26.1	14.2	23	13.5	GB
	dry				dry				
Nov 11 2023	17.9	void	20.2	20.6	26.1	14.1	23.1	13.5	GB