Section 2. The Resolution shall be effective immediately upon approval of the Board of Trustees.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid, unconstitutional, or inapplicable to any case, such decision shall not affect the validity of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 2. The Resolution shall be effective immediately upon approval of the Board of Trustees.
By: [Signature]

ATTEST:

By: [Signature]

HERALD DEPUTY MAYOR

By: [Signature]

ATTEST:

HERALD DEPUTY MAYOR

On behalf of the Town of Hot Sulphure Springs, Colorado, Water Enterprise, adopted by a vote of 7 to 0 in favor and 0 opposed, this 2nd day of September, 2009.

Sandy Winn, Town Clerk
Facilities Upon Town-Owned Right-Of-Way

2.1 RETAIL AND PURPOSE

1999-1

10 Parsons, a Colorado corporation, grant to the City of Hot Sulphur Springs, Colorado, water enterprise, the
Town of Hot Sulphur Springs, Colorado, a colorado statutory munificient body {"Town"}, and the
SPRING COLO"RADO AGREEMENT are the Town of Hot Sulphur Springs
Water Enterprise (the "Town") and the
The parties to this Agreement ("Agreement")and the
MANITOU WATER TREATMENT PLANT AND RELATED
FUNCTIONS

1.0 PARTEES
Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given if any one of the following means is used:

1. Personal delivery of the notice to the other party or parties at their address as listed on the face of the Agreement or to their principal place of business.
2. Mailing of the notice by first class mail addressed to the other party or parties at their address as listed on the face of the Agreement or to their principal place of business.
3. Facsimile transmission of the notice to the other party or parties at their facsimile number as listed on the face of the Agreement or to their principal place of business.
4. Electronic mail (e-mail) transmission of the notice to the other party or parties at their e-mail address as listed on the face of the Agreement or to their principal place of business.

Any notice required or permitted by this Agreement shall be deemed to have been sufficiently given if any one of the above methods is used.

The provision of public works and facilities performed by or on behalf of the Town shall not be subject to change or modification unless formally requested in writing by the Town and agreed to by the Licensee. Any provision of public works or facilities agreed to by the Licensee shall be subject to change or modification in the future if the Licensee shall require or desire the same.
expressly authorized herein. Consequently, to permit the assignment of this Agreement except as otherwise herein and assigns. Provided, however, that nothing in this Paragraph shall be binding upon the parties, their respective legal representatives, successors, and assigns. This Agreement shall be for the benefit of, and be made between the parties.

**BINDING EFFECT.** This Agreement shall be for the benefit of, and be binding upon the parties, their respective legal representatives, successors, and assigns.

A waiver of any subsequent breach by either party.

**WAIVER OF BREACH.** A waiver by any party to this Agreement on this agreement shall not operate or be construed as a waiver of any subsequent breach.

Agreement shall be in the appropriate court for Grand County, Colorado. Laws of the State of Colorado and venue for any action arising under this agreement shall be in the appropriate court for Grand County, Colorado.

 gouverning law and venue for any action arising under this agreement shall be in the appropriate court for Grand County, Colorado.
Pursuant to Resolution 1999-1

Governing body of the Water Enterprise
the Town of Hot Sulphur Springs as
On behalf of the Board of Trustees of

By:

Herbert Denver, Mayor

WATER ENTERPRISE
TOWN OF HOT SULPHUR SPRINGS
LICENSEE:

Town Clerk

Herbert Denver, Mayor

Town of Hot Sulphur Springs, Colorado
for the Town of Hot Sulphur Springs and the Enterprise.

Section 1. The Resolution shall be effective immediately upon adoption by the Board of Trustees.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held invalid, such invalidity shall not affect any other sections, paragraphs, clauses or provisions hereof. Any number of errors of omission or transcription in the Resolution shall not affect the validity of the Resolution as a whole, nor shall the Resolution be vitiating the Resolution at the time of its adoption.

Section 2. On behalf of the Board of Trustees of the Town of Hot Sulphur Springs, Colorado, when Enterprise.

that the Enterprise does hereby adopt and approve the Resolution of the Board of Trustees of the Town of Hot Sulphur Springs, Colorado, and the Enterprise, incorporated as a "Enterprise," does hereby approve the Resolution of the Board of Trustees of the Town of Hot Sulphur Springs, Colorado, and the Enterprise, incorporated as a "Enterprise.

Section 3. On behalf of the Town of Hot Sulphur Springs, Colorado, when Enterprise.

that the Enterprise does hereby adopt and approve the Resolution of the Board of Trustees of the Town of Hot Sulphur Springs, Colorado, and the Enterprise, incorporated as a "Enterprise.

Section 4. The Resolution shall be effective immediately upon adoption by the Board of Trustees.

Section 5. If any section, paragraph, clause or provision of this Resolution shall for any reason be held invalid, such invalidity shall not affect any other sections, paragraphs, clauses or provisions hereof. Any number of errors of omission or transcription in the Resolution shall not affect the validity of the Resolution as a whole, nor shall the Resolution be vitiating the Resolution at the time of its adoption.
Resolution 2009-9 of the Town of Hot Sulphur Springs, Colorado, Adopted

On behalf of the Town of Hot Sulphur Springs, Colorado, Adopted

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By a vote of [Vote], in favor and [Vote] against, the following resolution, this 1st day of September, 2009, is adopted by the Town of Hot Sulphur Springs, Colorado.

By: [Signature]

By: [Signature]

Sandy White, Town Clerk

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]
2.1 The Town is the holder of the lease in public right of way property through a tract of land consisting of portions of Maple Street and Spence Street.

2.0 Recitals and Purpose

1999.1.7 (递交) A Colorado statute transferred to the Town of Hot Sulphur Springs, Grand County, Colorado, certain properties consisting of the Town of Hot Sulphur Springs, Grand County, Colorado, be and is hereby transferred to the Town of Hot Sulphur Springs, Grand County, Colorado, and the Springs, Colorado, a Colorado corporation (the "Town"), and the Springs, Colorado, a Colorado corporation (the "Agreement") on the behalf of the Town of Hot Sulphur Springs, Grand County, Colorado, being more particularly described as follows:

The property described as follows:

A tract of land consisting of portions of Maple Street and Spence Street.

Facilities Upon Town-Owned Right-Of-Way

Mainline Water Treatment Plant and Related

PARTIES
INTEGRATION AND AMENDMENT

This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered personally to or at the address of such other party or at the place where such party’s principal place of business is located or by registered mail or by overnight delivery service if properly addressed to the party to whom such notice is to be given at the address set forth in the signature page below or at such other address as the party may from time to time designate in writing to the other party. Any notice of the termination of a license, the revocation of a license, the cancellation of a license or any other action under the termination provisions of this Agreement shall be deemed to have been sufficiently given if delivered personally to or at the address of such other party or at the place where such party’s principal place of business is located or by registered mail or by overnight delivery service if properly addressed to the party to whom such notice is to be given at the address set forth in the signature page below or at such other address as the party may from time to time designate in writing to the other party.

NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered personally to or at the address of such other party or at the place where such party’s principal place of business is located or by registered mail or by overnight delivery service if properly addressed to the party to whom such notice is to be given at the address set forth in the signature page below or at such other address as the party may from time to time designate in writing to the other party.

ASSIGNMENT

The Agreement shall not be assigned by the Licensee without the prior written consent of the Town which may withhold its consent for any reason.

The provisions of any agreement for the Town may without its consent be assigned by the Licensee without the prior written consent of the Town which may withhold its consent for any reason.

PUBLIC WORKS ACTIVITIES PERFORMED "ON OR BEHALF OF THE TOWN"

Any work performed on or behalf of the Town, including but not limited to clearing, grading, paving, or other public works activities performed by or on behalf of the Town, which is included within the term “public works activities” as defined in any applicable ordinance or resolution of the Town, shall be deemed to have been sufficiently given if delivered personally to or at the address of such other party or at the place where such party’s principal place of business is located or by registered mail or by overnight delivery service if properly addressed to the party to whom such notice is to be given at the address set forth in the signature page below or at such other address as the party may from time to time designate in writing to the other party.

LICENSES

Any license granted hereunder as specified in § 3.1 above shall continue in full force and effect and be binding on the Licensee for the duration of the Agreement or for such longer period as the Town Board of Trustees may by resolution adopt. The Licensee is granted the right to assign this Agreement to the Licensee at any time if the Licensee is unable to perform any of its obligations under the Agreement.

TERMS AND CONDITIONS

The terms of this Agreement shall be binding on the Licensee and the Town and shall be subject to the provisions of law in force at the time this Agreement is executed and in effect. The Agreement shall be governed by the laws of the State of Colorado and shall be binding on the Licensee and the Town. The Agreement is subject to all existing laws and regulations of the Town and all applicable laws and regulations of the State of Colorado. The Agreement shall be binding on the Licensee and the Town and shall be subject to the provisions of law in force at the time this Agreement is executed and in effect. The Agreement shall be governed by the laws of the State of Colorado and shall be binding on the Licensee and the Town. The Agreement is subject to all existing laws and regulations of the Town and all applicable laws and regulations of the State of Colorado.
expressly authorized herein.

Consistent with the assumption of this Agreement or any provision of this Agreement that does not otherwise
herein, and assignable, provided that nothing in this paragraph shall be
binding upon the parties, their respective legal representatives, successors,
and assigns.

BINDING EFFECT. This Agreement shall inure to the benefit of, and be

WAIVER OF BREACH. A waiver by any party to this Agreement of the breach

of any term or provision of this Agreement shall not operate or be construed as

waiver or partial waiver of any provision of this Agreement or of any breach of

of any term or provision of this Agreement. Any agreement made or entered into

Agreement shall be in the applicable court for Grand County, Colorado.

APPLICABLE LAW. This Agreement shall be performed by the

FOLLOWING PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE
Pursuant to Resolution 1999-1

Go[Legible text not captured]

By:

WATER ENTERPRISE
TOWN OF HOT SULPHUR SPRINGS
LICENSEE:

Town of Hot Sulphur Springs, Colorado
Herbert L. Meyer, Mayor

Attest:

Town Clerk

Attest:

Town Clerk
For the Town of Hot Sulphur Springs and the Enterprise.

Section 2. This Resolution shall be effective immediately upon approval of the Board of Trustees.

Article 1. The Resolution of the Board of Trustees of the Town of Hot Sulphur Springs, Colorado, acting as the Governing Body of the Town of Hot Sulphur Springs, Colorado, at a duly called meeting, hereby submits the following Resolution, the same duly adopted and approved for the purposes set forth in the Resolution, to the Board of Trustees of the Town of Hot Sulphur Springs, Colorado, for their consideration and action.

On behalf of the Town of Hot Sulphur Springs, Colorado, with the Enterprise.

Body of the Water Enterprise.

Section 1. In the event that the Enterprise does not enter into an agreement with the Town of Hot Sulphur Springs, Colorado, and the Board of Trustees of the Town of Hot Sulphur Springs, Colorado, at a duly called meeting, hereby submits the following Resolution, the same duly adopted and approved for the purposes set forth in the Resolution, to the Board of Trustees of the Town of Hot Sulphur Springs, Colorado, for their consideration and action.

At and on the premises where the Enterprise desires to use and occupy the Property, in accordance with the terms and conditions set forth in the Enterprise Agreement, the Enterprise and the Board of Trustees of the Town of Hot Sulphur Springs, Colorado, are in agreement and have agreed to enter into a written agreement for the purposes set forth in the Resolution.

Section 2. The Enterprise is hereby authorized to use and occupy the Property, in accordance with the terms and conditions set forth in the Enterprise Agreement, for the purposes set forth in the Resolution.

The Board of Trustees of the Town of Hot Sulphur Springs, Colorado, hereby approves the Resolution, the same duly adopted and approved, for the purposes set forth in the Resolution.
On behalf of the Town of Hot Sulphur Springs, Colorado, water enterprise, adopted by a vote of ______ in favor and ______ against and ______ abstaining, this ______ day of ______, 2009.

Sandy White, Town Clerk

ATTEST:

Deputy, Deputy Mayor

[Signature]
The Town is the holder of fee title in public right of way property through dedication of such property by the Town of Hot Sulphur Springs, Grand County, Colorado, by the following:

A tract of land consisting of portions of Map 3, Town of Hot Sulphur Springs, Grand County, Colorado, described as follows:

2.1 All that tract of land lying 76 feet West of M. "A" Grand County, Colorado, being more particularly described as follows:

Town of Hot Sulphur Springs, Colorado, by the dedication of such property by the Town of Hot Sulphur Springs, Grand County, Colorado, described as follows:

RETAILS AND PURPOSE

The purpose of this Agreement (hereinafter referred to as the "Agreement") are the Town of Hot Sulphur Springs, Colorado, a Colorado corporation, and the Town of Hot Sulphur Springs, a Colorado corporation, which have entered into an agreement for the construction and operation of a wastewater treatment facility located within the Town of Hot Sulphur Springs, Section 2, Township 7 North, Range 4 West, Grand County, Colorado. The purpose of this Agreement is to provide for the construction and operation of a wastewater treatment facility located within the Town of Hot Sulphur Springs, Section 2, Township 7 North, Range 4 West, Grand County, Colorado, and to provide for the payment of certain fees and charges therefor.

FACTORIES OUPON TOWN-OWNED RIGHT-OF-WAY

MAINTAIN A WATER TREATMENT PLANT AND RELATED
6.0 INTEGRATION AND AMENDMENT.

This Agreement represents the entire understanding and agreement between the parties and supersedes any oral or collateral agreements or understandings, written or oral.

5.0 NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally delivered, or if mailed, delivered by overnight mail, or faxed, or if delivered by a reliable courier, addressed to the Party to whom such notice is intended to be given with such notice being deemed to have been sufficiently given for all purposes if personally delivered, or if mailed, delivered by overnight mail, or faxed, or if delivered by a reliable courier.

4.0 ASSIGNMENT.

The Agreement shall not be assigned by the Licensee without the prior written consent of the Town, which consent is not to be unreasonably withheld.

3.3 Improvements must be removed.

Any improvements ending the base rent period of time which the Premises were occupied shall be removed and reassembled at the expense of the Tenant.

3.2 The Licensee granted hereunder is subject to the laws of the state in which the Premises are located and the laws of the United States, and the laws of the State of New York.

3.1 The Premises hereby granted to the Licensee are subject to the laws of the state in which the Premises are located and the laws of the United States, and the laws of the State of New York.

2.3 The Licensee agrees to lease the Premises to the Licensee for the purpose of building, expanding and using the Premises for the purpose of building, expanding and using the Premises.

2.2 The Licensee agrees to lease the Premises to the Licensee for the purpose of building, expanding and using the Premises.

2.1 The Licensee agrees to lease the Premises to the Licensee for the purpose of building, expanding and using the Premises.

1.0 TERMS AND CONDITIONS.

The Licensee agrees to lease the Premises to the Licensee for the purpose of building, expanding and using the Premises.

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The Licensee agrees to lease the Premises to the Licensee for the purpose of building, expanding and using the Premises.
9.0 EXPRESSED AUTHORIZED HEREIN.

All rights reserved. Any reproduction, distribution, or transmission of the content of this Agreement is prohibited without the express written consent of the authorized persons here. Any violation of this Agreement shall be subject to the laws of the State of Colorado and venue for any action arising under this Agreement shall be in the appropriate court for Grand County, Colorado.

8.0 WAIVER OF BREACH. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any term or provision of this Agreement.

BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, and assigns.

FOLLOWS]

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE.
pursuant to Resolution 1999-1
the Town of Hot Sulphur Springs
On behalf of the Board of Trustees of
Heremon, Deputy Mayor
By:
WATER ENTERPRISE
TOWN OF HOT SULPHUR SPRINGS
LICENSEE:

[Signature]
[Signature]