CBOF # 336

2019 REAL PROPERTY NOTICE OF DETERMINATION

Kristy McFarland
Gunnison County Assessor
221 N Wisconsin St, Suite A
Gunnison, CO 81230

Date of Notice: August 15, 2019
Phone: (970) 641-1085
Fax: (970) 641-7920
Email: assessor@gunnisoncounty.org
Website: http://www.gunnisoncounty.org/assessor.html

ACCOUNT NUMBER	TAX YEAR	TAX AREA	PARCEL NUMBER
R071401	2019	200	3255-031-50-035

PROPERTY OWNER	LEGAL DESCRIPTION
CHACO LLC PO BOX 1148 CRESTED BUTTE, CO 812241148	UNIT 3 BECKWITH BLDG CONDOS (FIRST AMENDED CONDO MAP) PLAT #624765 #625909

PROPERTY CLASSIFICATION	PROPERTY OWNER'S ESTIMATE OF VALUE	ASSESSOR'S VALUATION	
		ACTUAL VALUE PRIOR TO REVIEW	ACTUAL VALUE AFTER REVIEW
Commercial		443,350	443,350
TOTALS		$443,350	$443,350

Received
County Administration
9/16/19

The Assessor has carefully studied all the available information, giving particular attention to the specifics included on your protest. The Assessor's determination of value after review is based on the following:

The actual value of the property is determined by appropriate consideration of the approaches to appraisal set forth in § 39-1-103(5)(a), C.R.S.

Commercial Sales, which include Commercial Condominiums Sales, in Gunnison County support the indicated value.

If you disagree with the Assessor's decision, you have the right to appeal to the County Board of Equalization for further consideration, § 39-8-106(1)(a), C.R.S.

The deadline for filing real property and personal property appeals is September 15.

The Assessor establishes property values. The local taxing authorities (county, school district, city, fire protection, and other special districts) set mill levies. The mill levy requested by each taxing authority is based on a projected budget and the property tax revenue required to adequately fund the services it provides to its taxpayers. The local taxing authorities hold budget hearings in the fall. If you are concerned about mill levies, we recommend that you attend these budget hearings. Please refer to last year's tax bill or ask your Assessor for a listing of the local taxing authorities.

Please refer to the reverse side of this notice for additional information.

CBOF #336

APPEAL PROCEDURES

County Board of Equalization Hearings will be held from September 1 through November 1 at Gunnison County Courthouse or Blackstock Government Center.

To appeal the Assessor's decision, complete the Petition to the County Board of Equalization shown below, and mail or deliver a copy of both sides of this form to:

Gunnison County Board of Equalization
200 E Virginia Ave
Gunnison, CO 81230
(970) 641-0248

To preserve your appeal rights, your Petition to the County Board of Equalization must be postmarked or delivered on or before **September 15 for real property and personal property** – after such date, your right to appeal is lost. You may be required to prove that you filed a timely appeal; therefore, we recommend that all correspondence be mailed with proof of mailing.

You will be notified of the date and time scheduled for your hearing. The County Board of Equalization must mail a written decision to you within five business days following the date of the decision. The County Board of Equalization must conclude hearings and render decisions by November 1, § 39-8-107(2), C.R.S. If you do not receive a decision from the County Board of Equalization and you wish to continue your appeal, you must file an appeal with the Board of Assessment Appeals by December 8, § 39-2-125(1)(e), C.R.S.

If you are dissatisfied with the County Board of Equalization's decision and you wish to continue your appeal, you must appeal within 30 days of the date of the County Board's written decision to ONE of the following:

Board of Assessment Appeals
1313 Sherman Street, Room 315
Denver, CO 80203
(303) 866-5880
www.dola.colorado.gov/baa

District Court
Contact the District Court in the county where the property is located. See your local phone book for the address and telephone number.

Binding Arbitration
For information about binding arbitration, contact the County Board of Equalization at the address above.

If the date for filing any report, schedule, claim, tax return, statement, remittance, or other document falls upon a Saturday, Sunday, or legal holiday, it shall be deemed to have been timely filed if filed on the next business day, § 39-1-120(3), C.R.S.

PETITION TO COUNTY BOARD OF EQUALIZATION

What is your estimate of the property's value as of June 30, 2018? (Your opinion of value in terms of a specific dollar amount is required for real property pursuant to § 39-8-106(1.5), C.R.S.)

$ 394,735

What is the basis for your estimate of value or your reason for requesting a review? (Please attach additional sheets as necessary and any supporting documentation, i.e., comparable sales, rent roll, original installed cost, appraisal, etc.)

Also, we are paid $2,400 per month for rent.

ATTESTATION

I, the undersigned owner or agent* of the property identified above, affirm that the statements contained herein and on any attachments hereto are true and complete.

Jim Starr — Signature
970-209-2910 — Telephone Number
9/13/19 — Date

*Attach letter of authorization signed by property owner.

CBOF # 330

EXHIBIT A
Page 1 of 1

Subject: Protest of Property Valuation-R071401, Chaco, LLC
Date: Monday, June 3, 2019 at 6:20:07 PM Mountain Daylight Time
From: Jim Starr
To: assessor@gunnisoncounty.org
CC: Annie Starr

Dear Assessor,
We hereby protest the 5/1/19 valuation for Unit 3, Beckwith Bldg Condos in Crested Butte, Acct. No. R071401.
We believe the value as of 6/30/18 to be $394,735.
The basis of our belief is formed by calculating the average of the time adjusted sales prices used in the reappraisal sales for the five most comparable properties listed, given the use of the properties as office space, the location of the properties, the size of the units, and the exterior conditions.
We want to point out that our unit is on the second floor of a building on an Alley off of Elk Avenue which is frequently muddy and contains numerous dumpsters which are visible from our windows. For this reason, we believe the unit should be valued lower than the Elk Avenue comparables, but perhaps higher than the Bellevue Avenue comparables.
Additionally, our roof has leaked for the past number of years, and we are having to replace it this summer at a cost of over $35,000. The building requires more maintenance each year because it is almost 40 years old.
The comparables used have account numbers:
R003530
R003584
R041542
R031327, and
R030236.
Thank you for considering our protest.
We can be reached at this email address or 209-2910.
Sincerely,
Jim and Annie Starr

CBOE # 336

EXHIBIT B
Page 1 of 1

Received
County Administration
10/19/19 VIA EMAIL

Elizabeth Mense

From: Jim Starr <jim@starrattorneys.com>
Sent: Saturday, October 19, 2019 5:08 PM
To: Elizabeth Mense
Subject: Re: Chaco LLC; CBOE Hearing Letter
Attachments: Protest of Property Valuation-R071401, Chaco, LLC; Beckwith Contract. SIGNED COPY.pdf; Beckwith Heat Tape and Gutters.docx; Copy of Comparable Calculation.xlsx

Hi Liz,
I have attached information which I would like to present at my appeal hearing on Tuesday for RO71401, Chaco, LLC.
The first attachment is the protest letter I sent to the Assessor's Office.
The second one is the contract for the new roof on the Beckwith Building (cost is $26,350).
The third one is the contract for the heat taped gutters on the building (cost is $7,500).
The fourth attachment is the spreadsheet showing the comparables and calculations used in my protest letter.
Please let me know if you need any additional information, or if the attachments are not clear.
Thank you,
Jim Starr,
Manager, Chaco, LLC

From: Elizabeth Mense <EMense@gunnisoncounty.org>
Date: Thursday, October 10, 2019 at 4:58 PM
To: "jim@starrattorneys.com" <jim@starrattorneys.com>
Subject: Chaco LLC; CBOE Hearing Letter

Good Afternoon Jim,
Please kindly see attached letter.

Regards,

Liz Mense
Administrative Assistant III
County Manager's Office
200 E. Virginia Avenue
Gunnison, CO 81230
P: (970)641-7600
F: (970)641-3061
www.gunnisoncounty.org

CBOE # 336

EXHIBIT C
Page 1 of 1

Elizabeth Mense

From: Jim Starr <jim@starrattorneys.com>
Sent: Monday, June 3, 2019 6:20 PM
To: Assessor
Cc: Annie Starr
Subject: Protest of Property Valuation-R071401, Chaco, LLC

Dear Assessor,
We hereby protest the 5/1/19 valuation for Unit 3, Beckwith Bldg Condos in Crested Butte, Acct. No. R071401.
We believe the value as of 6/30/18 to be $394,735.
The basis of our belief is formed by calculating the average of the time adjusted sales prices used in the reappraisal sales for the five most comparable properties listed, given the use of the properties as office space, the location of the properties, the size of the units, and the exterior conditions.
We want to point out that our unit is on the second floor of a building on an Alley off of Elk Avenue which is frequently muddy and contains numerous dumpsters which are visible from our windows. For this reason, we believe the unit should be valued lower than the Elk Avenue comparables, but perhaps higher than the Bellevue Avenue comparables.
Additionally, our roof has leaked for the past number of years, and we are having to replace it this summer at a cost of over $35,000. The building requires more maintenance each year because it is almost 40 years old.
The comparables used have account numbers:
R003530
R003584
R041542
R031327, and
R030236.
Thank you for considering our protest.
We can be reached at this email address or 209-2910.
Sincerely,
Jim and Annie Starr

CBOE #336

EXHIBIT D
Page 1 of 4

Jim Thomas Construction, Inc.

Quality Roofing
P.O. Box 933
Crested Butte, CO 81224
970.349.5271

AGREEMENT FOR SERVICES

Date:8/17/18
Project Address:
Owner/Contractor Name: Beckwith Building HEAT TAPE AND GUTTERS
Owner/Contractor Address:
Owner/Contractor Phone:

I/WE, the Owner(s) of the premises described above, authorize Jim Thomas Construction, Inc., a Colorado corporation, ("JTC") to furnish all materials and labor necessary to roof and/or improve these premises in a good, workmanlike and substantial manner according to the following terms, specifications, and provisions:

A. Description of the work and materials to be used:
Installation of 50' of 10" wide, peel and stick heat mats from Colorado Flexible Heaters.
Installation of 50', 6", Half round, 24 gauge heated gutters.
*Electricity to be supplied by Apex Electrical Contractors, who will install all wiring and move electrical box to appropriate location for powering heat mats and gutters.

(This list of specifications may be continued on subsequent pages which are attached.)

B. Description of any areas that will NOT be worked on:

C. Cost. JTC proposes to perform the above work, subject to any additions and/or deductions pursuant to authorized and executed change orders, for the

Contract Price of: $7,500.00
***Electrical price of $2,000.00 not to exceed $3,000.00.**

*Roof estimated to be ____ Squares. The contract price is based off of this estimate. IF the roof size changes, or has been measured incorrectly, price of contract is subject to change to allow for additional costs.

D. Payment is to be made as follows:

1. Schedule. 50% down payment; 25% Draw upon written notice to Owner; and 25% upon completion.
2. Consequence of Delinquency. If the 50% down payment is not received within 30 days of the date of this Agreement, this Agreement will automatically terminate. The 25%

Draw must be paid within 10 days of the invoice date. If such payment is not received by JTC, JTC will stop work. After 5 additional days, if payment is still not received, JTC will file a mechanics' lien against Owner's property.

3. Release of Lien and Continuance of Work. If payment on the 25% Draw is not received within 15 days of the invoice date, the remaining 25% payment must be placed into an escrow account for JTC in order for JTC to release the mechanics lien and complete the work. If payment Schedule is not met, any warranties provided in this Agreement will be void. (***See Additional Provisions, Paragraphs 10 and 11).***

E. Acceptance, Amendment: This Agreement is approved and accepted. I/WE understand there are no oral agreements between the parties of this Agreement. The written terms, provisions, plans, and/or specifications in this Agreement constitute the entire and only Agreement between the parties. Changes to this Agreement shall be allowed only by written and signed Change Orders. Change Order(s) may result in additional charges to the Owner and an extended Completion Date.

***Additional Provisions* of this Agreement are continued on subsequent pages. Read *Additional Provisions* before signing.**

_____ _____

Approved and accepted (Owner/Contractor) Date

_____ _____

Approved (JTC) Date

Note: This Agreement may be withdrawn after 30 days from the date first above written if not approved and signed by both parties.

ADDITIONAL PROVISIONS. The following additional provisions are expressly incorporated into this Agreement:

1. Agreement, Plans, Specifications, Permits and Fees. The work described in this Agreement shall be done according to the plans and the plan specifications (if any) except in the case of conflict, in which case the provisions of this Agreement shall control all required building permits will be paid for by Owner and obtained by JTC. All other charges, taxes, assessments, fees, etc. of any kind whatsoever, required by any government body, telephone or utility company or the like, shall be paid for by the Owner.

2. Installation. JTC has the right to subcontract any part of, of all of, the work performed hereunder.

3. Change Orders. Should Owner, construction lender, or any government body or inspector require any modification to the work covered

under this Agreement, any cost incurred by JTC shall be added to the cost of the work and Owner agrees to pay JTC, at the time of payment of the next invoice, any agreed upon additional compensation for such extra work. All extra work and any other modifications to the original Agreement shall be specified and approved by both parties in a written and signed Change Order. All Change Orders shall become a part of this Agreement and shall be incorporated herein.

4. Owner's Responsibility: Insurance, etc. Owner is responsible for the following: (1) to see that all utilities necessary to perform the work, and access to the premises, are provided on the premises; (2) to provide a storage area on the premises for JTC's equipment and materials. (3) to relocate and protect any item that prevents JTC from having free access to the work areas such as, but not limited to, TV or radio antennas, vehicles, tools or garden equipment. In the event that Owner fails to provide JTC free access to the work areas, JTC may relocate necessary items, but JTC is in no way responsible for damage to these items; (4) to obtain permission from the owner(s) of any adjacent property(ies) that JTC must use to gain access to the work areas. Owner agrees to be responsible and to hold JTC harmless and accept any risk resulting from the use of adjacent property(ies) by JTC; (5) to correct any existing defects which are recognized during the course of the work which are necessary for JTC's performance of the work; and (6) to maintain liability and hazard insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in an amount at least equal to the Agreement price, prior to and during performance of this Agreement. If the project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, any work or materials supplied by JTC in re-roofing or restoring the project shall be timely paid for by Owner pursuant to a Change Order.

5. Delay. JTC shall not be held responsible for any damage or losses occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of Owners or Owner's agent including failure of Owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by JTC or beyond JTC's reasonable control.

6. Surplus Materials and Salvage. Any surplus materials left over after the work has been completed are the property of JTC and will be removed by it. No credit is due Owner on returns for any surplus materials because this Agreement is based upon a complete job. All salvage resulting from the work under this Agreement is the property of JTC.

7. Cleanup and Advertising. Upon completion, and after removing all debris and surplus materials, wherever possible, JTC will leave the premises in a neat, broom clean condition. JTC shall not be responsible for any debris consisting of dust, dirt, asphalt, or small bits of materials that settle. JTC recommends that Owner lay out drop cloths to protect work, surrounding areas, and other areas where Owner discovers settling debris infiltration. Owner grants JTC the right to display signs and advertise at the premises for the period of time commencing with the date of signing this Agreement and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been received by JTC. Owner grants JTC the right to publish the project street address on a "references" list which may be given to prospective customers.

8. Concealed damage and dry rot. JTC will inform Owner of any dry rot or other sub-roof or other deterioration or building or other code violations, which are concealed and are discovered during the course of the work. JTC is not obligated to or liable for, the repair of any such discovered deterioration unless a change order is executed.

9. Termites, Pests and Hazardous Substances. Owner understands that JTC is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by federal, state or local government), or for pests. Should any such Hazardous Materials or pest(s) be suspected to be present on the premises, it is the Owner's responsibility to arrange and pay for inspection and abatement. JTC does not certify or warrant that the premise is free of Hazardous Materials or pests.

10. Right to Stop Work and to Withhold Payment on Labor and Material, Payment of Same. If any payment is not timely made to JTC pursuant to the terms of this Agreement, JTC shall have the right to stop work and keep the job idle until all past due payments are received. JTC is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to JTC for bills received during that same period. If suppliers

make demand for payment, Owner shall make such payment and JTC shall reimburse Owner for any amount so paid at such time that Owner becomes current with JTC for all past due payments. Owner is responsible for verifying the correct amounts owed to these suppliers prior to making payment. Owner shall not be entitled, under any circumstances, to collect as reimbursement from JTC any amount greater than the amount actually owed by JTC to the suppliers for work done or materials supplied on the project.

11. Collection and Attorney Fees. Owner agrees to pay all collection fees and charges, including but not limited to, reasonable attorneys' and expert witness fees and costs that result should Owner default in timely payment of this Agreement. Overdue accounts are subject to interest charged at the rate of 18% per annum.

12. Notice of Defect._The Owner shall provide prompt written notice to JTC if the Owner becomes aware of any fault or defect in the work performed under this Agreement.

13. Claims for Consequential Damages. JTC and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, including its termination.

14. Colorado Law and Venue. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Colorado. If a dispute requiring a legal proceeding for resolution arises between Owner and JTC, the parties hereby consent to the jurisdiction of the Gunnison County Court or Gunnison County District Court.

15. Waiver of Rights. To the extent damages are covered by insurance during or after construction, JTC and the Owner waive all rights against each other for such damages.

16. Entire Agreement; Amendments. This instrument contains all of the agreements, understandings, representations, conditions, and covenants made between the parties, and supersedes all prior agreements between the parties. All modifications and amendments to this Agreement must be in writing and signed by the parties.

17. Warranty. There is no warranty expressed or implied by this Agreement. JTC represents that services provided under this Agreement shall be performed with professional standards of workmanship applicable to the State of Colorado.

18. Notices. All notices shall be in writing and sent by postage prepaid certified mail, return receipt requested, facsimile, or electronic mail to the following addresses:

Owner:

_____

_____

_____

Fax:_____

Email: _____

JTC
P.O. Box 933
Crested Butte, CO 81224
Phone: (970) 349-5271
Email: jimthomasconstruction@gmail.com

Notice shall be deemed to have been delivered when mailed, faxed or emailed. Either party may change its address by notice to the other as set forth above.

19. Assignment. This Agreement may be assigned by JTC upon prior written notice to Owner.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns.

CBOE #336

EXHIBIT E
Page 1 of 5

Jim Thomas Construction, Inc.

Quality Roofing
P.O. Box 933
Crested Butte, CO 81224
970.349.5271

AGREEMENT FOR SERVICES

Date: 3/26/18
Project Address: Beckwith Building, 411 3rd Street
Owner/Contractor Name: Jim Starr, as Pres. of Beckwith Building Condominiums
Owner/Contractor Address: P.O. Box 1148, Crested Butte, CO 81224
Owner/Contractor Phone: 970-209-2910

I/WE, the Owner(s) of the premises described above, authorize Jim Thomas Construction, Inc., a Colorado corporation, ("JTC") to furnish all materials and labor necessary to roof and/or improve these premises in a good, workmanlike and substantial manner according to the following terms, specifications, and provisions:

A. Description of the work and materials to be used:
Installation of 1/2" Secure Shield, glued with Carlisle Fast 100 over the existing EPDM.
Installation of 60 mil. EPDM, fully adhered, to the Secure Shield.
This roof comes with a 20 year warranty, from Carlisle Syntec.
All associated flashings included.

(This list of specifications may be continued on subsequent pages which are attached.)

B. Description of any areas that will NOT be worked on:

C. Cost. JTC proposes to perform the above work, subject to any additions and/or deductions pursuant to authorized and executed change orders, for the

Contract Price of: $26,350.00

*Roof estimated to be _31___ Squares. The contract price is based off of this estimate. IF the roof size changes, or has been measured incorrectly, price of contract is subject to change to allow for additional costs.

D. Payment is to be made as follows:

1. Schedule. 50% down payment; 25% Draw upon written notice to Owner; and 25% upon completion.
2. Consequence of Delinquency. If the 50% down payment is not received within 30 days of the date of this Agreement, this Agreement will automatically terminate. The 25% Draw must be paid within 10 days of the invoice date. If such payment is not received by

JTC, JTC will stop work. After 5 additional days, if payment is still not received, JTC will file a mechanics' lien against Owner's property.

3. Release of Lien and Continuance of Work. If payment on the 25% Draw is not received within 15 days of the invoice date, the remaining 25% payment must be placed into an escrow account for JTC in order for JTC to release the mechanics lien and complete the work. If payment Schedule is not met, any warranties provided in this Agreement will be void. ***(See Additional Provisions, Paragraphs 10 and 11).***

E. Acceptance, Amendment: This Agreement is approved and accepted. I/WE understand there are no oral agreements between the parties of this Agreement. The written terms, provisions, plans, and/or specifications in this Agreement constitute the entire and only Agreement between the parties. Changes to this Agreement shall be allowed only by written and signed Change Orders. Change Order(s) may result in additional charges to the Owner and an extended Completion Date.

***Additional Provisions* of this Agreement are continued on subsequent pages. Read *Additional Provisions* before signing.**

Jim Stan, Pres, 5/29/18

Approved and accepted (Owner/Contractor) Date

6/5/18

Approved (JTC) Date

Note: This Agreement may be withdrawn after 30 days from the date first above written if not approved and signed by both parties.

CBOE # 336

EXHIBIT E
Page 3 of 5

ADDITIONAL PROVISIONS. The following additional provisions are expressly incorporated into this Agreement:

1. Agreement, Plans, Specifications, Permits and Fees. The work described in this Agreement shall be done according to the plans and the plan specifications (if any) except in the case of conflict, in which case the provisions of this Agreement shall control all required building permits will be paid for by Owner and obtained by JTC. All other charges, taxes, assessments, fees, etc. of any kind whatsoever, required by any government body, telephone or utility company or the like, shall be paid for by the Owner.

2. Installation. JTC has the right to subcontract any part of, of all of, the work performed hereunder.

3. Change Orders. Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this Agreement, any cost incurred by JTC shall be added to the cost of the work and Owner agrees to pay JTC, at the time of payment of the next invoice, any agreed upon additional compensation for such extra work. All extra work and any other modifications to the original Agreement shall be specified and approved by both parties in a written and signed Change Order. All Change Orders shall become a part of this Agreement and shall be incorporated herein.

4. Owner's Responsibility: Insurance, etc. Owner is responsible for the following: (1) to see that all utilities necessary to perform the work, and access to the premises, are provided on the premises; (2) to provide a storage area on the premises for JTC's equipment and materials. (3) to relocate and protect any item that prevents JTC from having free access to the work areas such as, but not limited to, TV or radio antennas, vehicles, tools or garden equipment. In the event that Owner fails to provide JTC free access to the work areas, JTC may relocate necessary items, but JTC is in no way responsible for damage to these items; (4) to obtain permission from the owner(s) of any adjacent property(ies) that JTC must use to gain access to the work areas. Owner agrees to be responsible and to hold JTC harmless and accept any risk resulting from the use of adjacent property(ies) by JTC; (5) to correct any existing defects which are recognized during the course of the work which are necessary for JTC's performance of the work; and (6) to maintain liability and hazard insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in an amount at least equal to the Agreement price, prior to and during performance of this Agreement. If the project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, any work or materials supplied by JTC in re-roofing or restoring the project shall be timely paid for by Owner pursuant to a Change Order.

5. Delay. JTC shall not be held responsible for any damage or losses occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of Owners or Owner's agent including failure of Owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by JTC or beyond JTC's reasonable control.

6. Surplus Materials and Salvage. Any surplus materials left over after the work has been completed are the property of JTC and will be removed by it. No credit is due Owner on returns for any surplus materials because this Agreement is based upon a complete job. All salvage resulting from the work under this Agreement is the property of JTC.

*7. **Cleanup and Advertising.*** Upon completion, and after removing all debris and surplus materials, wherever possible, JTC will leave the premises in a neat, broom clean condition. JTC shall not be responsible for any debris consisting of dust, dirt, asphalt, or small bits of materials that settle. JTC recommends that Owner lay out drop cloths to protect work, surrounding areas, and other areas where Owner discovers settling debris infiltration. Owner grants JTC the right to display signs and advertise at the premises for the period of time commencing with the date of signing this Agreement and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been received by JTC. Owner grants JTC the right to publish the project street address on a "references" list which may be given to prospective customers.

*8. **Concealed damage and dry rot.*** JTC will inform Owner of any dry rot or other sub-roof or other deterioration or building or other code violations, which are concealed and are discovered during the course of the work. JTC is not obligated to or liable for, the repair of any such discovered deterioration unless a change order is executed.

*9. **Termites, Pests and Hazardous Substances.*** Owner understands that JTC is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by federal, state or local government), or for pests. Should any such Hazardous Materials or pest(s) be suspected to be present on the premises, it is the Owner's responsibility to arrange and pay for inspection and abatement. JTC does not certify or warrant that the premise is free of Hazardous Materials or pests.

*10. **Right to Stop Work and to Withhold Payment on Labor and Material, Payment of Same.*** If any payment is not timely made to JTC pursuant to the terms of this Agreement, JTC shall have the right to stop work and keep the job idle until all past due payments are received. JTC is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to JTC for bills received during that same period. If suppliers make demand for payment, Owner shall make such payment and JTC shall reimburse Owner for any amount so paid at such time that Owner becomes current with JTC for all past due payments. Owner is responsible for verifying the correct amounts owed to these suppliers prior to making payment. Owner shall not be entitled, under any circumstances, to collect as reimbursement from JTC any amount greater than the amount actually owed by JTC to the suppliers for work done or materials supplied on the project.

*11. **Collection and Attorney Fees.*** Owner agrees to pay all collection fees and charges, including but not limited to, reasonable attorneys' and expert witness fees and costs that result should Owner default in timely payment of this Agreement. Overdue accounts are subject to interest charged at the rate of 18% per annum.

*12. **Notice of Defect.*** The Owner shall provide prompt written notice to JTC if the Owner becomes aware of any fault or defect in the work performed under this Agreement.

*13. **Claims for Consequential Damages.*** JTC and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, including its termination.

14. Colorado Law and Venue. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Colorado. If a dispute requiring a legal proceeding for resolution arises between Owner and JTC, the parties hereby consent to the jurisdiction of the Gunnison County Court or Gunnison County District Court.

*15. **Waiver of Rights**.* To the extent damages are covered by insurance during or after construction, JTC and the Owner waive all rights against each other for such damages.

*16. **Entire Agreement; Amendments**.* This instrument contains all of the agreements, understandings, representations, conditions, and covenants made between the parties, and supersedes all prior agreements between the parties. All modifications and amendments to this Agreement must be in writing and signed by the parties.

*17. **Warranty.*** The roof warranty is for 20 years. This includes materials and labor. If the roof fails for any reason, except for abuse, Carlisle manufacturers will pay a certified installer to fix it. JTC represents that services provided under this Agreement shall be performed with professional standards of workmanship applicable to the State of Colorado.

*18. **Notices**.* All notices shall be in writing and sent by postage prepaid certified mail, return receipt requested, facsimile, or electronic mail to the following addresses:

Owner:
___Jim Starr_____
___P.O. Box 1148_____
___Crested Butte, CO 81224_____
Fax:_____
Email: _jim@starrattorneys.com_____

CBOE #336

EXHIBIT E
Page 5 of 5

JTC
P.O. Box 933
Crested Butte, CO 81224
Phone: (970) 349-5271
Email: jimthomasconstruction@gmail.com

Notice shall be deemed to have been delivered when mailed, faxed or emailed. Either party may change its address by notice to the other as set forth above.

19. Assignment. This Agreement may be assigned by JTC upon prior written notice to Owner.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns.

Acct. No.	Yr. Built	Sq. Feet	Address	Valuation per Sq. Ft.
RO03530	1970	961	429 Elk Ave.	$411.36
RO03584	1979	673	111 Elk Ave.	$298.94
R041542	1969	914	202 1/2 Elk Ave.	$361.20
RO31327	1994	1,058	310 Belleview Ave.	$239.34
RO30236	1997	1,268	300 Belleview Ave.	$320.30
				$1,631.14
			Average	**$326.23**
Subject	1980	1,210	Beckwith Bld. Condos. 411 Third Street	**$366.40**

Value of Subject at $326.23 per sq. ft. = $394,738.

CBOE # 336

EXHIBIT F
Page 1 of 1

Starr
PO Box 1148
CB CO 81224

DENVER
CO 802
14 SEP '19
PM 7 L

SEP 13 2019
CRESTED BUTTE CO
81224

Gunnison Co Board of Equilization
200 E Virginia Ave
Gunnison Co 81230

CBOF #336

81230-224800