

***THE JUNE 12, 2018 COUNCIL PACKET MAY BE VIEWED
BY GOING TO THE TOWN OF FRISCO WEBSITE.***

**RECORD OF PROCEEDINGS
WORK SESSION MEETING AGENDA OF THE
TOWN COUNCIL AND PLANNING COMMISSION
OF THE TOWN OF FRISCO
JUNE 12, 2018
4:00PM**

Agenda Item #1: Meeting with Public Works Department 4:00pm

Agenda Item #2: Frisco Planning Commission Interviews 4:30pm

Agenda Item #3: Council Orientation: Quasi-Judicial Decision Making 5:40pm

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
JUNE 12, 2018
7:00PM**

**STARTING TIMES INDICATED FOR AGENDA ITEMS ARE ESTIMATES ONLY AND
MAY CHANGE**

Call to Order:

Gary Wilkinson, Mayor

Roll Call:

Gary Wilkinson, Jessica Burley, Daniel Fallon, Rick Ihnken, Hunter Mortensen, Deborah Shaner, and Melissa Sherburne

Public Comments:

Citizens making comments during Public Comments or Public Hearings should state their names and addresses for the record, be topic-specific, and limit comments to no longer than three minutes.

NO COUNCIL ACTION IS TAKEN ON PUBLIC COMMENTS. COUNCIL WILL TAKE ALL COMMENTS UNDER ADVISEMENT AND IF A COUNCIL RESPONSE IS APPROPRIATE THE INDIVIDUAL MAKING THE COMMENT WILL RECEIVE A FORMAL RESPONSE FROM THE TOWN AT A LATER DATE.

Mayor and Council Comments:

Staff Updates:

Appointments:

Frisco Planning Commission

Consent Agenda:

Minutes May 22, 2018 Meeting

IGA with Summit County for Exit 203 Study Funding

Acceptance of a Public Drainage Easement for the Kum & Go development project over the property located at 55 Lusher Court and legally described as Lot 2B, Block A, Discovery Interchange West Subdivision

New Business:

Agenda Item #1: New Retail 3.2% Off Premise Beer License – Whole Foods Market Rocky Mountain / Southwest L.P. dba Whole Foods Market STAFF: DEBORAH WOHLMUTH 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #2: Marina Master Plan Update STAFF: DIANE MCBRIDE

Agenda Item #3: First Reading Ordinance 18-05, an Ordinance Approving the Sale of Certain Real Property Owned by the Town and Legally Described Lot 4, Block 2, Bills Ranch, Also Known as 821 Pitkin Street No. 4, Frisco, Colorado, Summit County, Colorado STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Old Business:

Agenda Item #4: Second Reading Ordinance 18-04, an Ordinance Amending Chapter 142 of the Code of Ordinances of the Town of Frisco, Concerning the Vacation of Public Property, to Adopt New Regulations Concerning the Zoning of Vacated Roadways STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Executive Session:

Agenda Item #5: C.R.S. 24-6-402(4)(e), Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Base Camp

Adjourn:



TO: MAYOR AND TOWN COUNCIL
FROM: JOYCE ALLGAIER, COMMUNITY DEVELOPMENT DIRECTOR
RE: INTERVIEW & APPOINTMENT OF TOWN OF FRISCO PLANNING COMMISSION CANDIDATES
DATE: JUNE 12, 2018

Summary & Background: The Town of Frisco Municipal Code, Chapter 41, Planning Commission, states that, "The Planning Commission shall consist of seven (7) members appointed by the Town Council. The term of each appointed member shall coincide with the terms of office of the Town Council of the Town of Frisco...All members of the Planning Commission shall be bona fide residents in the Town of Frisco." Planning Commissioners serve 4-year terms.



At this time, five (5) seats are open for appointment to the Frisco Planning Commission. Four (4) 4-year terms and one (1) 2-year term are open. Three (3) of the 4-year terms are occupied by current commission members who would like to continue to hold their seats and be reappointed. These include Chairperson, Andy Stabile, Donna Skupien (past chairperson), and Steve Wahl (appointed in 2016). The last 4-year term is open and was previously held by Brian Birenbach who took the term to completion. He recently left his residency in Frisco so is no longer qualified to be reappointed. All of the 4-year terms would run from 2018 to 2022. The term of now-council member, Melissa Sherburne, needs to be filled to complete that term and would run for two (2) more years until 2020.

For information purposes, the positions of Kelsey Withrow and Jason Lederer are not up for appointment until 2020. The current planning commission has had a very productive few years in handling the adoption of the Unified Development Code, the Three-Mile Plan, and a heavy load of development applications. A significant project for the commission this year will be the Frisco Community Plan Update.

Staff advertised the commission vacancies for 3 weeks in the *Summit Daily* and on the town's website. In addition to the three (3) current members seeking reappointment, seven (7) residents have submitted letters of interest for the current vacancies. The correspondence from each is attached to this memo in the order in which they will be interviewed. Staff was advised not to schedule the current three (3) commission members who are up for reappointment for interviews; however they were asked to submit a letter of interest and application and those

items are attached first. All of the applicants have indicated they reside within the Town of Frisco. Below is a list of candidates, their physical address, and time of residency in Frisco.

Interviews: Interviews have been scheduled in 10 minute blocks; starting at 4:30 p.m. Candidates are scheduled as follows:

Time	Name	Physical Address	Resident of Frisco
1. 4:30 – 4:40	Andrew Held	3 Miners Creek Road	31 years
2. 4:40 – 4:50	Adam Parker	25 Mount Royal Drive	1 yr. 1 mo.
3. 4:50 – 5:00	Jeannette Gongloff	148 Meridian Loop	4 years
4. 5:00 – 5:10	Kendra Vehik	520 Teller S	5 years
5. 5:10 – 5:20	Lina Lesmes	120 N. 7 th Avenue, B12	18 years
6. 5:20 – 5:30	Andrew Aerenson	116 Primrose Place	3 years
7. 5:30 – 5:40	Robert Franken	101 E. Main St., #204	5 years

Planning Commission terms: The Council should appoint four (4) people to 4-year terms (all ending on April 30, 2022) and one person to a 2-year term (ending on April 30, 2020).

Suggested Motion: (The council's action must be handled at the regular meeting.)

I move to appoint (insert 4 names) to the Frisco Planning Commission for 4-year terms ending on April 30, 2022, and (insert 1 name), to the Frisco Planning Commission for a 2-year term ending on April 30, 2018.

Interview Questions: Following are potential questions for the Council's use in the interview process.

1. Why are you interested in serving on the Frisco Planning Commission?
2. What qualities, experience, or skills do you have that you feel qualify you or would enhance your ability to serve on the commission?
3. What do you think are the major issues facing the town of Frisco?
4. Applying the Town's regulations in the face of conflicting public opinion can be difficult. How would you respond to this type of situation?
5. Frisco is a small town. Do you think your work or the fact that you will likely know citizens in public meetings will allow you to fairly perform the duties of the planning commissioner?



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR
RE: MARKETING AND SPECIAL EVENTS DEPARTMENT
DATE: JUNE 12, 2018

Public Relations: Summer stories, including the 25th anniversary of the BBQ Challenge, have been picking up some healthy coverage in preparation for the summer season.

- The Colorado BBQ Challenge is included in 303 Magazine's list of "Summer Colorado Food Festivals You Need to Know", and the Challenge is the article's featured image. 303 Magazine reaches more than 255,000 unique monthly visitors.
- The Boulder Weekly included the Colorado BBQ Challenge in an article about the best local purveyors and festivals for barbecue in Colorado. The Boulder Weekly covers local and national news relevant to those in Boulder County, and their website reaches 153,815 unique monthly visitors.
- The Colorado Fun Guide magazine listed the BBQ Challenge in their live music article, along with two of the photos that we provided. Colorado Fun Guide distributes 100,000 printed copies of Colorado Fun, and their digital readership is 10k views per month.
- The summer 2018 issue of Denver Hotel Magazine includes the Colorado BBQ Challenge: "Play your way through a Colorado summer." The magazine has a circulation of 20,000.
- The Know, the Denver Post's lifestyle website, and the June 1 print edition of the Denver Post, featured Frisco's Rock the Dock Party in a story: "Chalk Art Festival, People's Fair and more to do in Denver (plus bonus mountain events!) this weekend." The Know is designed to help readers plan their day, weekend and beyond in Denver and Colorado. The site gets 531,810 unique monthly visitors, and the Denver Post print edition has a daily readership of 556,000.
- 360 Travel Talk covered Frisco as a winter destination in a piece titled "Your Base Camp to the Rockies", and they utilized photography we provided. This blog is geared to travel agents who belong in the MAST (Midwest Agents Selling Travel) Consortium.

- Social Media Influencer, Adam McKenzie of [@thisjewcanque](#), has been promoting the BBQ Challenge on his Instagram account. Adam has 51,083 followers.

Special Events:

Town Clean Up Day dawned with questionable weather, likely resulting in lower attendance than in past years. Staff estimates 300-320 attendees compared to past years when the event saw an estimated attendance of 400. Yet, these were mighty volunteers, and they collected 1.74 tons of trash. The most valuable item found was a wallet full of ID's; the grossest item was a plastic baggie full of cigarette butts; and the most unique item found was a guitar case.

Todd Powell also took the community photo prior to clean up at 9am.



Colorado BBQ Challenge

Shuttle parking will be at Copper Mountain's Alpine Lot and attendees will be incentivized to park there. Summit County is providing 4 variable message signs (delivering, picking up and programming) and CDOT will feature our message on their signs on I70 barring any other emergency message needs.

- Any cars with 3 people or less will receive 5 Hogbacks per car and a coupon good for 25% off of Hogbacks.
- Any cars with 4 people or more will receive 10 Hogbacks per car and a coupon good for 25% off of Hogbacks.

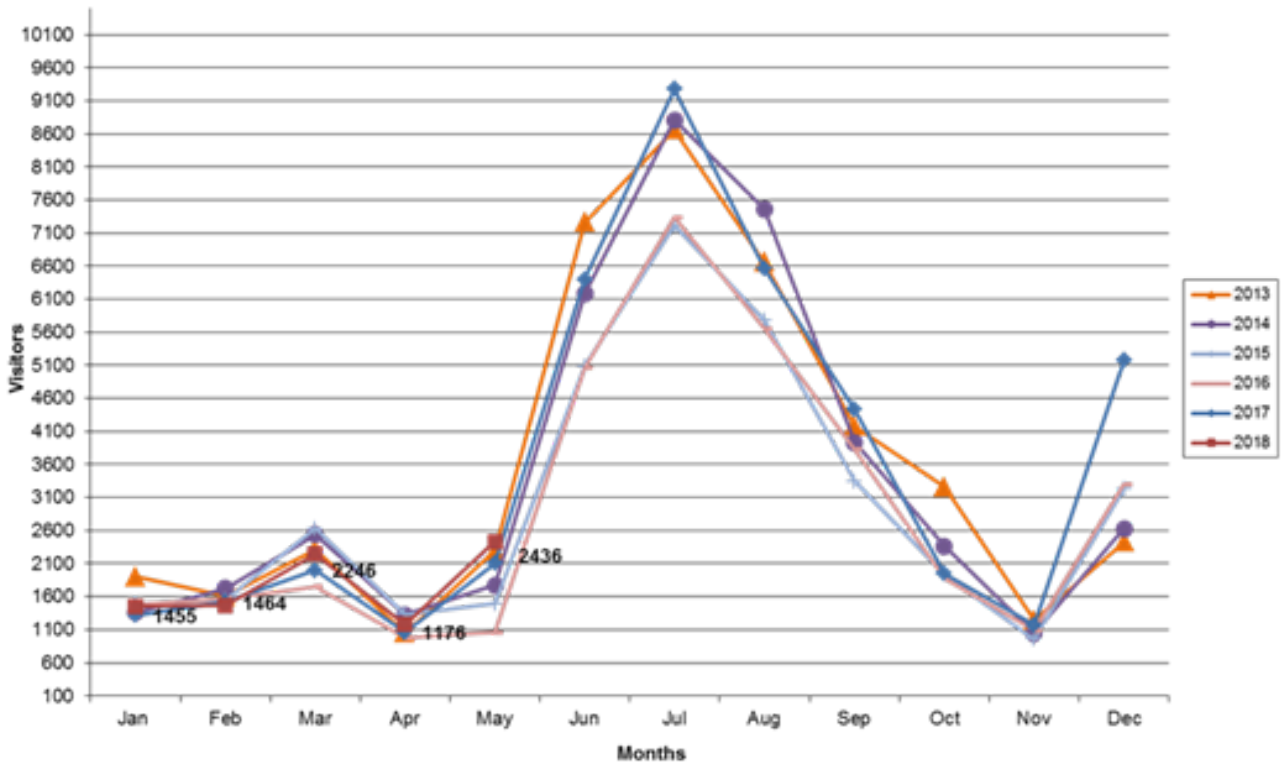
There will be proximate fireworks (close to the ground) at 9pm on Friday to celebrate the 25th anniversary of BBQ. These fireworks will be set off from the Peak School's parking lot.

The 11 bands scheduled for BBQ are already receiving a great response, and locals have expressed that they are happy to see two local bands in the lineup.

Frisco/Copper Visitor Information Center: Visitor numbers for May 2018:

- The Information Center saw 2,436 visitors in May 2018 (2,107 in May 2017).
- The Information Center answered 186 phone calls in May 2018 (176 in May 2017).
- Public computer use- 43 in May 2018 (64 in May 2017)
- New to the monthly reports starting in January 2018, the Information Center is tracking restroom usage.
 - Men's restroom usage: 3,070 users from May 1-31
 - Women's restroom usage: 3,225 users from May 1-31
- Guest comment highlights: "Great fun smashing pennies!" "Second time seeing snow!" "Love it up here!"
- The Information Center's visitation numbers were up by 329 visitors compared to May 2017. Memorial Day weekend set records, and the month of May saw the highest number of visitors since 2007.
- May also provided a great opportunity to share Frisco with a group of 20 volunteers from the Fruita Welcome Center (a state funded visitor center). The Frisco/Copper Visitor Information Center hosted a Frisco presentation and lunch at the Day Lodge, where staff from the Marina, Museum, Adventure Park, Recreation Events, Special Events and the Frisco Visitor Center came together to present Frisco's unique assets, events and character.
- Information Center staff spent the day in Leadville to learn more about the area, as staff frequently fields questions about Leadville. They toured the National Mining Museum & Hall of Fame, explored Harrison Street, ate lunch at the local coffee shop "City on a Hill", and took a ride on the Leadville Railroad.
- VIC Staff also toured the Baymont Inn and Suites prior to the start of renovations, which are set to transition the hotel into a Fairfield by Marriott. Staff was given an outline of what the renovations will entail for the hotel.

Walk in Visitors 2013-2018



Report Criteria:

Business.License status = "Active"

Business.Year opened = "May 2018"

Business Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	Frisco Gardeners	Ledesma, Graciela	320 Galena Street	Frisco	970-393-0664	Retail - Gifts
In	Further Outdoors	Outdoor Retail Heros	3 Miners Creek Road	Frisco	303-246-6486	Recreation
In	SnH Homes Management Group	SnH Homes LLC	755 South 5th Avenue Unit 144-I	Frisco	502-694-0246	Vacation Rentals
In	Summit Shuttle	Keesling, Frank	900 Marina Road	Frisco	303-808-05296	Recreation
Out	American Steel	Kronmiller, William	1655 Coulson Road	Billings	406-655-0858	Retail - HomeImprove
Out	Distinctive Mantel Designs	Waldon, Eric	813 Navajo Street	Denver	303-592-7474	Retail - HomeImprove
Out	DP Framing Company Inc.	Pfeifer, Dave	20 Legend Circle	Dillon	970-406-0944	Retail - HomeImprove
Out	Hansen Company	Hanson Company	5665 Greendale Road Suite A	Johnston	515-270-1117	Retail - HomeImprove
Out	Homestead Services	Esposito, Karen and Kevin	10 Pine Circle	Breckenridge	970-485-3637	Retail - HomeImprove
Out	J Karst LLC	Karst, James	47921 County Rd 101	Deer Trail	720-292-7378	Utility
Out	Lanoue Built	Lanoue, Joseph	68 Sky Pilot Lane	Silverthorne	970-409-7748	Retail - HomeImprove
Out	MP Earthworks Inc.	Paprocki, Jason	21980 Hwy 285 Space 37	Fairplay	719-221-1015	Retail - HomeImprove
Out	Vertex Builders Inc.	Vertex Builders Inc.	3762 Puritan Way Unit 1	Frederick	303-222-4253	Retail - HomeImprove

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
MAY 22, 2018**

Mayor Wilkinson called the meeting to order at 7:00 p.m. Deputy Town Clerk Peggy Faessen called the roll.

Present: Jessica Burley
Dan Fallon
Rick Ihnken
Hunter Mortensen
Gary Wilkinson

Absent: Deborah Shaner
Melissa Sherburne

Public Comment:

Frisco residents Tom Koehler and Mark Richmond requested Council support of H.R. 4883: Continental Divide Recreation, Wilderness and Camp Hale Legacy Act.

Jaime Brede from Summit Tigers Cycling requested Council support for the Summit Nordic Ski Club's proposed use of the historic Excelsior building for a clubhouse, and expressed interest in utilizing the building the same manner on a lease basis during the summer months for Summit Tigers Cycling.

John Forest of Bighorn Rentals property management asked Council to consider his professional viewpoint regarding short term rentals as it relates to their process when developing regulations and enforcement in the Town.

Council Comment:

Mayor Gary Wilkinson thanked everyone for coming out for Town Cleanup day. He also expressed appreciation to staff for their work on the event.

Mayor Gary Wilkinson reminded everyone of the CDOT Highway 9 Gap Project public open house on Thursday, May 24, 2018 from 5:00pm-7:00pm, and the Marina opening Rock the Dock party on June 2, 2018.

Consent Agenda:

Minutes May 8, 2018 Meeting
Purchasing Cards
Warrant List
Council Board Appointments
Coyote Village Restrictive Covenants
Frisco Rowing Club Concessionaire Agreement

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE THE CONSENT AGENDA WITH REMOVAL OF RESOLUTION 18-10, AUTHORIZING PUBLIC WORKS EXPENSION PROJECT CONTRACT FROM THE CONSENT AGENDA FOR COUNCIL DISCUSSION AS AGENDA ITEM #3.. SECOND, COUNCIL MEMBER BURLEY. VOTE:

BURLEY	YEA	SHANER	ABSENT
FALLON	YEA	SHERBURNE	ABSENT
IHNKEN	YEA	WILKINSON	YEA
MORTENSEN	YEA	MOTION CARRIED.	

New Business:

Agenda Item #1: New Retail 3.2% On/Off Premise Beer License – Shelbee’s Gas dba Frisco Conoco
STAFF: DEBORAH WOHLMUTH 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3)
PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6)
MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Deputy Town Clerk Peggy Faessen stated that this application is for a new retail 3.2% Beer On/Off Premise license for Shelbees Gas & Convenience LLC dba Frisco Conoco located at 940 North Ten Mile Drive. Applicant Daniel Eilts has filed the necessary paperwork and posted the premise in accordance with the Colorado Liquor Code. Further, notice of this application was published in a newspaper of general circulation on May 11, 2018 pursuant to statutory requirements. The Police Department has performed the necessary fingerprinting and background checks for Mr. Eilts and has found them to be satisfactory. Criminal history reports of the Colorado Bureau of Investigation and Federal Bureau of Investigation were approved. Mayor Wilkinson opened the public hearing at 7:14 p.m. The applicant’s representative, Candace Sullivan, was sworn in and attested the petition. Ryan Geller of Base Camp Liquors was sworn in. He spoke in opposition of the license application, citing concerns about pending legislation and licensing changes. Council addressed the applicant and inquired regarding prior licensing at the location and other background information. The applicant answered all questions and provided the requested information. Mayor Wilkinson closed the public hearing at 7:21 p.m.

MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE THE ISSUANCE OF A NEW RETAIL 3.2% BEER ON/OFF PREMISE LICENSE FOR SHELBEES GAS & CONVENIENCE LLC DBA FRISCO CONOCO LOCATED AT 940 NORTH TEN MILE DRIVE, ON THE BASIS OF THE FOLLOWING FINDINGS: THAT THE AUTHORITY (1) HAS REVIEWED THE NEIGHBORHOOD UNDER CONSIDERATION AND FINDS IT TO BE THE TOWN OF FRISCO AS A WHOLE; (2) HAS CONSIDERED THE DESIRES OF THE INHABITANTS OF THE NEIGHBORHOOD AND FINDS THAT THE INHABITANTS DESIRE AN ADDITIONAL ESTABLISHMENT THAT SERVES LIQUOR; (3) HAS REVIEWED THE NEEDS OF THE NEIGHBORHOOD FOR THE OUTLET AND FINDS THAT THE NEEDS OF THE NEIGHBORHOOD ARE NOT MET BY THE EXISTING OUTLETS; (4) HAS REVIEWED THE LOCATION OF THE PROPOSED ESTABLISHMENT AND FINDS THAT IT IS NOT LOCATED WITHIN 250 FEET OF ANY SCHOOL OR COLLEGE CAMPUS; (5) HAS REVIEWED THE QUALIFICATIONS OF THE APPLICANT; FIND THE APPLICANT TO BE QUALIFIED TO OBTAIN A NEW RETAIL 3.2% BEER ON/OFF PREMISE LICENSE FOR SHELBEES GAS & CONVENIENCE LLC DBA FRISCO CONOCO. SECOND, COUNCIL MEMBER FALLON. VOTE:

FALLON	YEA	BURLEY	YEA
IHNKEN	YEA	SHANER	ABSENT
MORTENSEN	YEA	SHERBURNE	ABSENT
WILKINSON	YEA	MOTION CARRIED.	

Agenda Item #2: First Reading Ordinance 18-04, an Ordinance Amending Chapter 142 of the Code of Ordinances of the Town of Frisco, Concerning the Vacation of Public Property, to Adopt New

Regulations Concerning the Zoning of Vacated Roadways STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Community Development Assistant Director Bill Gibson stated that the proposed ordinance would amend the Town Code concerning the vacation of public right-of-ways such that a vacated right-of-way area would expressly take on the zoning classification of the land to which it attaches and to which the code requires that it be platted. Additionally, under state statute, and by the reference to that statute contained in the Town Code, title to a vacated area of right-of-way is to vest in the owner of the land immediately adjacent to the vacated area. Additionally Mr. Gibson stated that the Town Code (at Section 142-14) requires that an owner of such adjacent property take all steps necessary to include the vacated area within the plat of the adjacent land. In this situation, Town staff members have reasonably interpreted the code such that the vacated area takes on the zoning classification of the lot of which it becomes a part. Mayor Wilkinson opened public comment at 7:28 p.m. There being no public comment, Mayor Wilkinson closed public comment at 7:28 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED APPROVE THE FIRST READING OF ORDINANCE 18-04, AN ORDINANCE AMENDING CHAPTER 142 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE VACATION OF PUBLIC PROPERTY, TO ADOPT NEW REGULATIONS CONCERNING THE ZONING OF VACATED ROADWAYS. SECOND, COUNCIL MEMBER BURLEY. VOTE:

IHNKEN	YEA	FALLON	YEA
MORTENSEN	YEA	SHANER	ABSENT
WILKINSON	YEA	SHERBURNE	ABSENT
BURLEY	YEA	MOTION CARRIED.	

Agenda Item #3: Resolution 18-10, A Resolution for the Award of Contract for the Construction and Completion of the Public Works Office Expansion & Employee Housing Units Project to MW Golden Constructors of Castle Rock, Colorado. STAFF: JEFF GOBLE 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Council presented questions to Public Works Director, Jeff Goble, regarding solar panels on the public works office expansion and employee housing units project. Mr. Goble addressed Council's inquiries and provided background information. He indicated that the project includes wiring and roof structure necessary for the installation of solar panels in the future. Budget constraints did not permit installation of solar panels in the initial construction contract. Council directed Mr. Goble to do further research regarding the cost of solar panels utilizing the approximately \$90,000 remaining in the 2018 budget for the project since the bid came through \$90,000 lower than the maximum project budget. In addition, Town Manager, Randy Ready advised Council that additional solar panels for this project could be Policy Questions for the 2019 budget. Staff has analyzed the bid information from the two bids received and have concluded that all procedures and requirements of the Request for Proposals issued have been met by both bidders. During the interviews the proposals and project were discussed in-depth to determine if there were any areas in which the Town could save money by performing the tasks in-house. We identified a few areas where we could help out such as; excavation for relocation of utilities, installation of IT infrastructure, construction of new access drive, over all site preparation, fence construction and final landscaping. After these thorough interviews we have decided to contract with MW Golden Constructors at a cost not to exceed \$1,710,615.00. We are

anticipating that if approved, construction will begin in mid to late June and be completed in late December. Mayor Wilkinson opened public comment at 7:32 p.m. There being no public comment, Mayor Wilkinson closed public comment at 7:32 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE RESOLUTION 18-10, A RESOLUTION FOR THE AWARD OF CONTRACT FOR THE CONSTRUCTION AND COMPLETION OF THE PUBLIC WORKS OFFICE EXPANSION & EMPLOYEE HOUSING UNITS PROJECT TO MW GOLDEN CONSTRUCTORS OF CASTLE ROCK, COLORADO. SECOND, COUNCIL MEMBER FALLON. VOTE:

MORTENSEN	YEA	IHNKEN	YES
WILKINSON	YEA	SHANER	ABSENT
BURLEY	NO	SHERBURNE	ABSENT
FALLON	YEA	MOTION CARRIED.	

Adjourn:

There being no further business, the meeting adjourned at 7:50 p.m.

Respectfully Submitted,

Peggy Faessen
DeputyTown Clerk

INTERGOVERNMENTAL AGREEMENT

(I-70 Exit 203 Feasibility Study)

This Intergovernmental Agreement (this “Agreement”) is dated _____, 2018 (the “Effective Date”) and is between the TOWN OF FRISCO, a Colorado municipal corporation (the “Town”) and SUMMIT COUNTY, COLORADO, acting by and through the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (the “County”). The Town and the County are sometimes referred to individually as a “Party,” and together as the “Parties.”

WHEREAS, the Town has entered into an Intergovernmental Agreement (“State IGA”) with the STATE OF COLORADO (“State”) acting by and through the State agency CDOT for the purpose of reviewing the existing interchange on I-70 at Exit 203 (East Frisco) a copy of the agreement is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the review will assist CDOT in determining what existing facilities may be substandard and will prioritize alternatives for improving the operational and safety characteristics of the interchange; and

WHEREAS, the County has agreed to reimburse the Town \$112,500.00 for one-half of the cost of the work that Frisco is responsible for under the State IGA.

NOW, THEREFORE, the Parties agree as follows:

1. The Town shall provide advanced payment of a total of \$225,000.00 to the State, and the County shall reimburse the Town \$112,500.00 for the County’s one-half share of such costs.
2. The Town shall provide notice to the County of all project and/or progress meetings and copies of reports as referenced in the State IGA.
3. Per the State IGA, should the Town need to enter into the dispute resolution process with the State, the County shall be given notice and included in that process. Notice shall be sent to:

- a. Scott Vargo, County Manager
Summit County Government
P.O. Box 68
Breckenridge, CO 80424
Scott.vargo@SummitCountyCo.Gov

4. In the event any funds are returned to the Town pursuant to the State IGA, the County shall be reimbursed 50% percent of the total amount of funds returned to the Town.

TOWN OF FRISCO

BOARD OF COUNTY COMMISSIONERS OF
SUMMIT COUNTY

BY: _____

| Gary Wilkinson, Mayor

BY: _____

Scott Vargo, County Manager



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE – PUBLIC WORKS DIRECTOR
BILL GIBSON – COMMUNITY DEVELOPMENT ASST. DIRECTOR
RE: CONSENT AGENDA ITEM – KUM & GO SERVICE STATION PUBLIC DRAINAGE
EASEMENT
DATE: JUNE 12, 2018

Summary Statement: Kum & Go seeks to grant the Town a drainage easement across their property to provide for the continuation of storm water drainage from Lusher Court to the culvert under Summit Blvd.

Background: Currently, storm water drainage from part of the Lusher Court ROW is conveyed on the surface along the southern edge of the Kum & Go property to the culvert that runs under Summit Blvd. As a part of the approval of the development, Kum & Go is required by zoning to have a landscaped area along the frontage with Lusher Court. The existing drainage swale is located in the area where they are required to install landscaping. Kum & Go has approached the Town with a request to relocate this drainage path further north on their property and install storm water piping to convey all storm water underground to the culvert under Summit Blvd. They are seeking to grant us an easement through their property for this new storm water drainage system.

Staff Analysis: Staff has reviewed the development plans as well as the easement agreement and find that this new storm water conveyance system will benefit the Town and allow Kum & Go to satisfy their landscaping requirements. This easement agreement will allow for the continuation of storm water conveyance from the Lusher Court ROW to the culvert under Summit Blvd as it has since the Lusher Court area was first developed.

Staff Recommendation: Staff recommends that Council approves and accepts the Public Drainage Easement being granted by Kum & Go to the Town.

Prepared by & Return to: Jaclyn A. Scatena, Kum & Go, L.C., 6400 Westown Parkway, West Des Moines, IA 50266 (515) 457-6271

PUBLIC DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that KRF FRISCO, LLC, a Colorado limited liability company (hereinafter referred to as "**Grantor**"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys the easements described in this Public Drainage Easement (hereinafter referred to as the "**Easement**") to the Town of Frisco, Colorado, a municipal corporation (hereinafter referred to as "**Grantee**").

WHEREAS, Grantor owns legal title to the real property depicted and legally described as follows:

See **Exhibit A** (hereinafter referred to as "**Easement Area**"):

WHEREAS, Grantor desires to grant certain easement rights to Grantee as set forth herein.

NOW, THEREFORE, Grantor hereby grants and conveys to Grantee, together with its employees, agents, licensees, contractors, vendors and suppliers, an easement for the installation and maintenance the drainage facilities to convey storm water over, under and across the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor, its successor or assigns, shall not erect any fence or other structure under, over, on, through, across or within the Easement Area.
2. **PLACEMENT OF OBSTRUCTIONS, PLANTINGS AND MATERIALS PROHIBITED.** Grantor, its successor or assigns, shall not cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area.
3. **CHANGE OF GRADE PROHIBITED.** Grantor, its successor or assigns, shall not substantially change the grade, elevation or contour of any part of the Easement Area.

4. MAINTENANCE OF EASEMENT AREA. Grantee, at its sole expense, agrees that it shall be responsible for the maintenance and repairs of the Easement Area unless such repairs or maintenance are required by the fault or negligence of Grantor.

6. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and Grantor's successors and assigns and shall benefit Grantee and its successors and assigns.

7. COVENANTS. Grantor does hereby covenant that (i) Grantor holds the real property described as the Easement Area by title in fee simple; (ii) Grantor has good and lawful authority to convey this Easement; and (iii) Grantor covenants to warrant and defend the real property described as the Easement Area against the claims of all persons whosoever.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, Grantor has executed this Easement on or as of the date below.

DATED April 12, 2018.

GRANTOR:

KRF FRISCO, LLC

By: [Signature]
Printed Name: Dimitrios "Jimmy" Balafas
Title: KRF Frisco LLC CEO

STATE OF Colorado, COUNTY OF Denver)ss:

On this 12th day of April, 2018, before me, the undersigned, personally appeared Dimitrios Jimmy Balafas as CEO [title], an authorized representative of KRF Frisco, LLC and executed the foregoing instrument.

KATHERINE L BETTIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164022330
MY COMMISSION EXPIRES JUNE 10, 2020

By: [Signature]
Notary Public

GRANTEE:

TOWN OF FRISCO

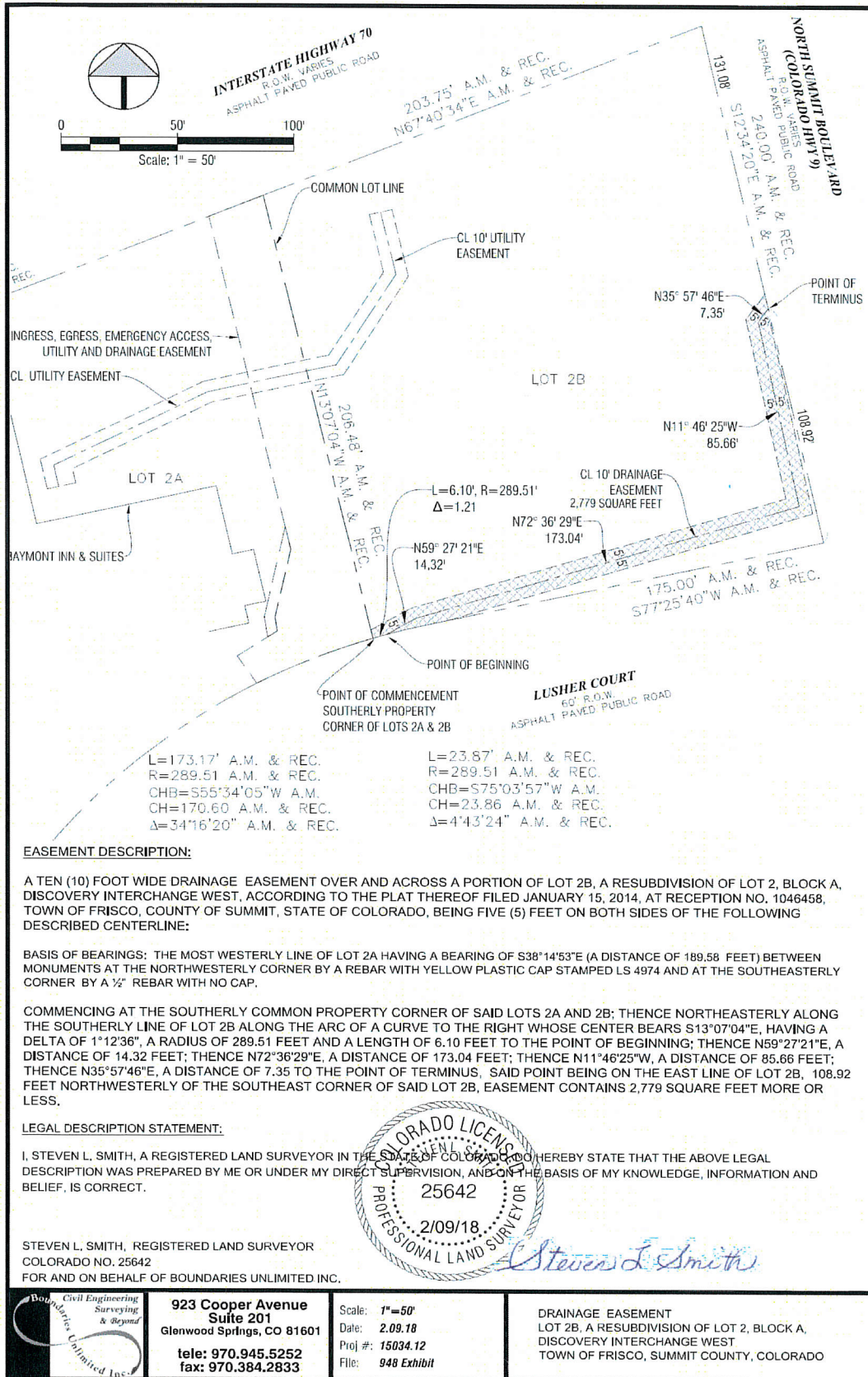
By: _____
Printed Name: _____
Title: _____

STATE OF COLORADO, COUNTY OF _____)ss:

On this _____ day of _____, 2018, before me, the undersigned, personally appeared _____, as _____ [title], an authorized representative of the Town of Frisco, Colorado and executed the foregoing instrument.

By: _____
Notary Public

EXHIBIT A





MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: NEW RETAIL 3.2% BEER OFF PREMISE LICENSE – WHOLE FOODS MARKET ROCKY MOUNTAIN / SOUTHWEST LP DBA WHOLE FOODS MARKET
DATE: MAY 22, 2018

Background: As prescribed in State Statute, all new liquor license applications must be first submitted to the local licensing authority for approval. Supporting documentation as outlined on State form DR 8404 must accompany the application to begin the hearing process requirements. The preliminary findings have been included in this report to support proof of a completed application.

Analysis: This application is for a new retail 3.2% Beer Off Premise license for Whole Foods Market Rocky Mountain / Southwest LP dba Whole Foods Market located at 261 Lusher Court. Applicants Albert Percival, Heather Stern, Anthony Gallo, and Michael Deal have filed the necessary paperwork and posted the premise in accordance with the Colorado Liquor Code. Further, notice of this application was published in a newspaper of general circulation on June 1, 2018 pursuant to statutory requirements. The Police Department has performed the necessary fingerprinting and background checks for the applicants and have found them to be satisfactory. Criminal history reports of the Colorado Bureau of Investigation and Federal Bureau of Investigation are pending.

On, June 4, 2018, Governor John Hickenlooper signed SB 18-243, relating to the retail sale of alcohol beverages. The final version of the bill is attached, and most of the provisions became effective immediately. Pursuant to CRS 12-47-301(12)(A.5)(I) effective immediately, no new Fermented Malt Beverage licenses may be issued within 500' of a retail liquor store unless the applicant "owns or leases a proposed fermented malt beverage retailer licensed premises and...has applied for or received...a building permit...which is currently active and will not expire before the completion of the liquor licensing process; or a certificate of occupancy for the structure." A copy of the legislation, Certificate of Occupancy, and distance measurements has been provided for your review.

Staff Recommendation: On that basis, it is my

RECOMMENDATION

that the Council make a motion approving the issuance of a new retail 3.2% Beer Off Premise license for Whole Foods Market Rocky Mountain / Southwest LP dba Whole Foods Market located at 261 Lusher Court, on the basis of the following findings: that the Authority (1)

has reviewed the neighborhood under consideration and finds it to be the Town of Frisco as a whole; (2) has considered the desires of the inhabitants of the neighborhood and finds that the inhabitants desire an additional establishment that serves liquor; (3) has reviewed the needs of the neighborhood for the outlet and finds that the needs of the neighborhood are not met by the existing outlets; (4) has reviewed the location of the proposed establishment and finds that it is not located within 250 feet of any school or college campus; (5) has reviewed the qualifications of the applicant and, pursuant to the requirements of the Frisco Code and Colorado Statutes, find the applicant to be qualified to obtain a retail 3.2% Beer Off Premise license for a new retail 3.2% Beer Off Premise license for Whole Foods Market Rocky Mountain / Southwest LP dba Whole Foods Market.

Second Regular Session
Seventy-first General Assembly
STATE OF COLORADO

REREVISED

This Version Includes All Amendments

Adopted in the Second House

LLS NO. 18-0180.01 Christy Chase x2008

SENATE BILL 18-243

SENATE SPONSORSHIP

Holbert and Guzman,

HOUSE SPONSORSHIP

Esgar and McKean,

Senate Committees

State, Veterans, & Military Affairs
Appropriations

House Committees

Public Health Care & Human Services
Appropriations

A BILL FOR AN ACT

101 **CONCERNING THE RETAIL SALE OF ALCOHOL BEVERAGES, AND, IN**
102 **CONNECTION THEREWITH, MAKING AN APPROPRIATION.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

Under current law, effective January 1, 2019, the limitation on the maximum alcohol content of fermented malt beverages, also referred to as "3.2% beer", is eliminated, thereby allowing grocery stores, convenience stores, and any other person currently licensed or licensed in the future to sell fermented malt beverages for consumption on or off the licensed premises to sell fermented malt beverages containing more

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

HOUSE
3rd Reading Unamended
May 8, 2018

HOUSE
Amended 2nd Reading
May 7, 2018

SENATE
3rd Reading Unamended
May 1, 2018

SENATE
Amended 2nd Reading
April 30, 2018

than 3.2% alcohol by weight or 4% alcohol by volume, referred to as "malt liquor".

The bill modifies laws governing the retail sale of fermented malt beverages, which will be synonymous with malt liquor as of January 1, 2019, as follows:

i Effective January 1, 2019, prohibits a fermented malt beverage retailer's employees who are under 21 years of age from selling, dispensing, delivering, handling, or otherwise having any contact with malt liquor for sale on or sold and removed from the licensed premises (sections 3 and 11 of the bill);

i As of the effective date of the bill, eliminates the fermented malt beverage retailer's license type that allows a retailer to sell malt liquor for consumption both on and off the licensed premises and prohibits renewal of existing on- and off-premises licenses on or after that date (sections 2 and 4);

i For fermented malt beverage retailer licenses authorizing the sale of malt liquor for off-premises consumption issued or renewed on or after January 1, 2019, the retailer: Must derive at least 20% of its gross annual sales revenues from the sale of food items and, for an establishment that is less than 10,000 square feet in size, must limit the shelf space dedicated to the sale of malt liquor to 100 linear feet, or, for a licensed premises that is 10,000 square feet or more in size, must limit the shelf space dedicated to the sale of malt liquor to 300 linear feet; cannot sell malt liquor to consumers at a price that is below the retailer's cost to purchase the malt liquor, with limited exceptions; cannot allow customers to use a self-checkout mechanism to purchase malt liquor; and may operate under a single or consolidated corporate entity but cannot commingle purchases for multiple licensed premises to secure a better wholesale price based on total product volume purchased (section 4);

i As of the effective date of the bill, allows a local licensing authority to deny a new fermented malt beverage retailer's license if issuance of the new license would create an undue concentration of licenses that allow the sale of alcohol beverages at retail for off-premises consumption and require additional law enforcement resources (sections 5 and 7);

i As of the effective date of the bill, prohibits the state and local licensing authorities from issuing a new fermented malt beverage retailer's license authorizing the sale of malt

liquor for off-premises consumption or allowing a fermented malt beverage retailer to relocate its licensed premises, if the licensed premises is or will be located within 1,500 feet of a licensed retail liquor store; for a premises located in a municipality with a population of 10,000 or fewer, within 3,000 feet of a licensed retail liquor store; or for a premises located in a municipality with a population of 10,000 or fewer that is contiguous to the city and county of Denver, within 1,500 feet of a licensed retail liquor store (**section 5**);

! As of the effective date of the bill, precludes issuance of a new fermented malt beverage retailer's license or the relocation of an existing fermented malt beverage retail licensed premises if the building in which malt liquor will be sold is located within 500 feet of a school, unless an exception applies or the local licensing authority or local governing body authorizes an exception within its jurisdiction (**section 7**);

! Allows a local licensing authority to adopt a temporary moratorium on the issuance of new fermented malt beverage retailer's licenses between the effective date of the bill and December 31, 2018 (**section 7**);

! Prohibits the sale of malt liquor in a sealed container by a fermented malt beverage retailer on Christmas day (**section 11**); and

! Requires a licensed fermented malt beverage retailer to check the identification of its customers who attempt to purchase malt liquor to verify each customer is at least 21 years of age (**section 11**).

With regard to the retail sale of malt, vinous, or spirituous liquors by retail liquor stores or liquor-licensed drugstores, the bill:

! Modifies requirements pertaining to the delivery of malt, vinous, or spirituous liquors by a retail liquor store or liquor-licensed drugstore to: Require the delivery to be made by a store employee who is at least 21 years of age and is using a store-owned or store-leased vehicle; require the person delivering the product to verify that the person receiving the delivery is at least 21 years of age; restrict the licensee to delivering alcohol beverages and items related to the service or consumption of alcohol beverages only; and limit total sales revenues from delivered alcohol beverage products to 50% of gross annual alcohol beverage sales (**sections 8 and 9**);

! Modifies provisions governing tastings conducted at a retail liquor store or liquor-licensed drugstore, including

allowing tastings to be conducted: Between 11 a.m. and 9 p.m.; on up to 156 days per year; and by a representative of the alcohol beverage supplier (**section 5**); Specifies that if an employee or representative of an alcohol beverage supplier pours or serves the supplier's product during a tasting at a retail establishment, that service does not constitute labor provided by a supplier to a retail licensee (**section 6**); Allows a local licensing authority, when reviewing an application for a new retail liquor store license, to deny the application if issuance of the license would create an undue concentration of licenses that allow the sale of alcohol beverages at retail for off-premises consumption, rather than an undue concentration of the same class of license (**sections 5 and 7**); Applies the 1,500-foot radius restriction, rather than the 3,000-foot restriction, to a retail liquor store or liquor-licensed drugstore premises located in a municipality with a population of 10,000 or fewer that is contiguous to the city and county of Denver (**sections 5, 8, and 9**); Prohibits a retail liquor store from selling alcohol beverages to consumers at a price that is below the retailer's cost to purchase the alcohol beverages, with limited exceptions, and allows the same exceptions to the restriction on below-cost sales applicable to liquor-licensed drugstores under current law (**sections 8 and 9**); Allows retail liquor store and liquor-licensed drugstore licensees with multiple locations to operate under a single or consolidated corporate entity but prohibits commingled purchases for multiple licensed premises to secure a better wholesale price based on total product volume purchased (**sections 8 and 9**); and Allows a liquor-licensed drugstore that applied for its license after July 1, 2016, to obtain additional liquor-licensed drugstore licenses, if obtained in the manner specified in current law for other liquor-licensed drugstores to obtain additional licenses, as follows: a maximum of 2 licenses between January 1, 2019, and January 1, 2022; a maximum of 3 licenses between January 1, 2022, and January 1, 2027; and a maximum of 4 licenses on or after January 1, 2027 (**section 9**). Current law prohibits the public consumption of malt, vinous, and spirituous liquors except on a premises licensed to sell alcohol beverages for consumption on the licensed premises. **Section 11** includes fermented malt beverages within the prohibition against public consumption and

authorizes a local government, by rule, regulation, ordinance, or resolution, as applicable, and the parks and wildlife commission to authorize public consumption within their respective jurisdictions.

With regard to the enforcement authority of the state and local licensing authorities, **section 10:**

! Specifies the fine amount, if a fine is imposed, when a licensed retail establishment sells alcohol beverages to minors or to visibly intoxicated persons; and

! In determining the suspension or fine to impose for that violation, precludes consideration of violations that occurred more than 5 years before the current violation.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1. Legislative declaration.** (1) The general assembly
3 finds and declares that:

4 (a) Prior to July 1, 2016, Colorado liquor laws strictly limited the
5 ability of retail establishments to sell various alcohol beverage products
6 in sealed containers for off-premises consumption by, among other
7 provisions, imposing the following restrictions:

8 (I) With regard to persons licensed as a retail liquor store or
9 liquor-licensed drugstore, which is a retail establishment that operates a
10 state-licensed pharmacy on site, which license authorizes the retail sale
11 of beer, wine, and spirits for off-premises consumption only, limiting
12 those persons to having an interest in only one such retail license; and

13 (II) For retail establishments such as grocery stores, convenience
14 stores, and other chain-type establishments that consist of multiple
15 locations, those persons were permitted to obtain only a fermented malt
16 beverage retailer's license under the "Colorado Beer Code" that
17 authorized the sale of beer with a maximum alcohol content of 3.2%
18 alcohol by weight or 4% alcohol by volume; except that a grocery store
19 that operates a state-licensed pharmacy could obtain one liquor-licensed

1 drugstore license for a single location;

2 (b) In 2016, the general assembly enacted Senate Bill 16-197,

3 which dramatically altered the landscape of the off-premises retail liquor

4 industry by:

5 (I) Permitting retail liquor stores and liquor-licensed drugstores

6 to obtain multiple licenses to sell beer, wine, and spirits at more than one

7 licensed establishment, subject to restrictions based on proximity to an

8 existing retail liquor business and other requirements; and

9 (II) Eliminating, as of January 1, 2019, the maximum alcohol

10 content of beer sold by fermented malt beverage retailers;

11 (c) In an effort to ease the effect of these dramatic changes in the

12 law on the liquor industry, the legislation directed the state licensing

13 authority to convene a working group consisting of members of the

14 industry to develop an implementation process for the transition,

15 including a process for grocery and convenience stores to apply for a

16 license to sell beer with no alcohol content limits;

17 (d) While the working group convened for over a year following

18 the passage of SB 16-197, the group was not able to come to a consensus

19 on how to implement the transition and thus did not develop an

20 application process; and

21 (e) Accordingly, effective January 1, 2019, the definition of

22 fermented malt beverages will no longer contain an alcohol content limit,

23 and it is therefore important to enact legislation to establish safeguards

24 and parity among retail establishments and ensure public health and safety

25 given that, as of January 1, 2019, a fermented malt beverage retailer will

26 be able to sell beer with no maximum alcohol content under its existing

27 license and without having to apply for or obtain a new license.

1 **SECTION 2.** In Colorado Revised Statutes, 12-46-104, **amend**
2 (1) introductory portion and (1)(c) as follows:
3 **12-46-104. Licenses - state license fees - requirements - repeal.**
4 (1) The licenses to be granted and issued by the state licensing authority
5 pursuant to this article **46** for the manufacture, importation, and sale of
6 fermented malt beverages ~~shall be~~ ARE as follows:
7 (c) (I) ON AND AFTER THE EFFECTIVE DATE OF THIS SUBSECTION
8 (1)(c), AS AMENDED, a retailer's license shall be granted and issued to any
9 person, partnership, association, organization, or corporation qualifying
10 under section 12-47-301 and not prohibited from licensure under section
11 12-47-307 to sell at retail ~~the said~~ fermented malt beverages EITHER FOR
12 CONSUMPTION OFF THE LICENSED PREMISES OR ON THE LICENSED
13 PREMISES, BUT NOT FOR CONSUMPTION ON AND OFF THE LICENSED
14 PREMISES, upon paying an annual license fee of seventy-five dollars to the
15 state licensing authority.
16 (II) (A) ON AND AFTER THE EFFECTIVE DATE OF THIS SUBSECTION
17 (1)(c), AS AMENDED, THE STATE LICENSING AUTHORITY SHALL NOT ISSUE
18 A NEW OR RENEW A FERMENTED MALT BEVERAGE RETAILER'S LICENSE FOR
19 THE SALE OF FERMENTED MALT BEVERAGES FOR CONSUMPTION ON AND
20 OFF THE LICENSED PREMISES. ANY LICENSEE HOLDING A FERMENTED MALT
21 BEVERAGE LICENSE AUTHORIZING THE SALE OF FERMENTED MALT
22 BEVERAGES FOR CONSUMPTION ON AND OFF THE LICENSED PREMISES THAT
23 WAS ISSUED BY THE STATE LICENSING AUTHORITY UNDER THIS
24 SUBSECTION (1)(c) BEFORE THE EFFECTIVE DATE OF THIS SUBSECTION
25 (1)(c), AS AMENDED, THAT APPLIES TO RENEW THE LICENSE ON OR AFTER
26 THE EFFECTIVE DATE OF THIS SUBSECTION (1)(c), AS AMENDED, MUST
27 SIMULTANEOUSLY APPLY TO CONVERT THE LICENSE EITHER TO A LICENSE

1 FOR THE SALE OF FERMENTED MALT BEVERAGES AT RETAIL FOR
2 CONSUMPTION OFF THE LICENSED PREMISES OR TO A LICENSE FOR THE SALE
3 OF FERMENTED MALT BEVERAGES AT RETAIL FOR CONSUMPTION ON THE
4 LICENSED PREMISES.
5 (B) THIS SUBSECTION (1)(c)(II) IS REPEALED, EFFECTIVE JULY 1,
6 2019.
7 **SECTION 3.** In Colorado Revised Statutes, **amend** 12-46-106 as
8 follows:
9 **12-46-106. Lawful acts.** (1) It is lawful for a person under
10 eighteen years of age who is under the supervision of a person on the
11 premises ~~over~~ eighteen years of age OR OLDER to be employed in a place
12 of business where fermented malt beverages are sold at retail in
13 containers for off-premises consumption. During the normal course of
14 such employment, any person under ~~eighteen~~ TWENTY-ONE years of age
15 may handle and otherwise act with respect to fermented malt beverages
16 in the same manner as that person does with other items sold at retail;
17 except that: no
18 (a) A person under eighteen years of age shall NOT sell or dispense
19 fermented malt beverages, check age identification, or make deliveries
20 beyond the customary parking area for the customers of the retail outlet;
21 AND
22 (b) A PERSON WHO IS UNDER TWENTY-ONE YEARS OF AGE SHALL
23 NOT DELIVER FERMENTED MALT BEVERAGES IN SEALED CONTAINERS TO
24 CUSTOMERS UNDER SECTION 12-46-107 (6).
25 (2) This section ~~shall~~ DOES not ~~be construed to~~ permit the
26 violation of any other provisions of this section under circumstances not
27 specified in this section.

1 **SECTION 4.** In Colorado Revised Statutes, 12-46-107, **amend**
2 (1)(c); and **add** (3), (4), (5), and (6) as follows:

3 **12-46-107. Local licensing authority - application - fees -**
4 **definition - rules - repeal.** (1) The local licensing authority shall issue
5 only the following classes of fermented malt beverage licenses:

6 (c) (I) Sales for consumption both on and off the premises of the
7 licensee; ~~A person licensed pursuant to this paragraph (c) may deliver at~~
8 ~~retail fermented malt beverages in factory-sealed containers in~~
9 ~~conjunction with the delivery of food products if such person has~~
10 ~~obtained a permit for the delivery of fermented malt beverages from the~~
11 ~~state licensing authority. The state licensing authority shall promulgate~~
12 ~~rules as are necessary for the proper delivery of fermented malt beverages~~
13 ~~pursuant to this paragraph (c) and shall have the authority to issue a~~
14 ~~permit to any person who is licensed pursuant to and delivers fermented~~
15 ~~malt beverages under this paragraph (c)~~ EXCEPT THAT ON OR AFTER THE
16 EFFECTIVE DATE OF THIS SUBSECTION (1)(c), AS AMENDED, A LOCAL
17 LICENSING AUTHORITY SHALL NOT ISSUE A NEW FERMENTED MALT
18 BEVERAGE LICENSE OR RENEW AN EXISTING FERMENTED MALT BEVERAGE
19 LICENSE FOR THE SALE OF FERMENTED MALT BEVERAGES FOR
20 CONSUMPTION ON AND OFF THE LICENSED PREMISES. ANY LICENSEE
21 HOLDING A FERMENTED MALT BEVERAGE LICENSE ISSUED UNDER THIS
22 SUBSECTION (1)(c) PRIOR TO THE EFFECTIVE DATE OF THIS SUBSECTION
23 (1)(c), AS AMENDED, THAT APPLIES TO RENEW THE LICENSE ON OR AFTER
24 THE EFFECTIVE DATE OF THIS SUBSECTION (1)(c), AS AMENDED, MUST
25 SIMULTANEOUSLY APPLY TO CONVERT THE LICENSE EITHER TO A LICENSE
26 FOR THE SALE OF FERMENTED MALT BEVERAGES FOR CONSUMPTION OFF
27 THE LICENSED PREMISES AS SPECIFIED IN SUBSECTION (1)(a) OF THIS

1 SECTION OR TO A LICENSE FOR THE SALE OF FERMENTED MALT BEVERAGES
2 FOR CONSUMPTION ON THE LICENSED PREMISES AS SPECIFIED IN
3 SUBSECTION (1)(b) OF THIS SECTION.
4 (II) THIS SUBSECTION (1)(c) IS REPEALED, EFFECTIVE JULY 1, 2019.
5 (3) (a) IN ADDITION TO ANY OTHER REQUIREMENTS SPECIFIED IN
6 THIS ARTICLE 46 OR ARTICLE 47 OF THIS TITLE 12, TO QUALIFY FOR A NEW
7 LICENSE UNDER SUBSECTION (1)(a) OF THIS SECTION ON OR AFTER THE
8 EFFECTIVE DATE OF THIS SUBSECTION (3) OR TO RENEW A LICENSE THAT
9 WAS ISSUED UNDER SUBSECTION (1)(a) OF THIS SECTION ON OR AFTER THE
10 EFFECTIVE DATE OF THIS SUBSECTION (3), A PERSON MUST DERIVE AT
11 LEAST TWENTY PERCENT OF ITS GROSS ANNUAL REVENUES FROM TOTAL
12 SALES FROM THE SALE OF FOOD ITEMS FOR CONSUMPTION OFF THE
13 PREMISES.
14 ==
15 (b) FOR PURPOSES OF CALCULATING GROSS ANNUAL REVENUES
16 FROM TOTAL SALES, REVENUES DERIVED FROM THE SALE OF THE
17 FOLLOWING PRODUCTS ARE EXCLUDED:
18 (I) FUEL PRODUCTS, AS DEFINED IN SECTION 8-20-201 (2);
19 (II) CIGARETTES, TOBACCO PRODUCTS, AND NICOTINE PRODUCTS,
20 AS DEFINED IN SECTION 18-13-121 (5); AND
21 (III) LOTTERY PRODUCTS.
22 (c) THE STATE LICENSING AUTHORITY MAY ADOPT RULES
23 SPECIFYING THE FORM AND MANNER IN WHICH AN APPLICANT FOR A NEW
24 OR RENEWAL LICENSE MAY DEMONSTRATE COMPLIANCE WITH THIS
25 SUBSECTION (3).
26 (d) THIS SUBSECTION (3) DOES NOT APPLY TO A PERSON THAT
27 OWNS OR LEASES A PROPOSED FERMENTED MALT BEVERAGE RETAILER

1 LICENSED PREMISES AND HAS APPLIED FOR OR RECEIVED FROM THE
2 MUNICIPALITY, CITY AND COUNTY, OR COUNTY IN WHICH THE PREMISES
3 ARE LOCATED:

4 (I) A BUILDING PERMIT FOR THE STRUCTURE TO BE USED FOR THE
5 FERMENTED MALT BEVERAGE RETAILER LICENSED PREMISES, WHICH
6 PERMIT IS CURRENTLY ACTIVE AND WILL NOT EXPIRE BEFORE THE
7 COMPLETION OF THE LIQUOR LICENSING PROCESS; OR

8 (II) A CERTIFICATE OF OCCUPANCY FOR THE STRUCTURE TO BE
9 USED FOR THE FERMENTED MALT BEVERAGE RETAILER LICENSED
10 PREMISES.

11 (e) AS USED IN THIS SUBSECTION (3), "FOOD ITEMS" MEANS ANY
12 RAW, COOKED, OR PROCESSED EDIBLE SUBSTANCE, ICE, OR BEVERAGE,
13 OTHER THAN A BEVERAGE CONTAINING ALCOHOL, THAT IS INTENDED FOR
14 USE OR FOR SALE, IN WHOLE OR IN PART, FOR HUMAN CONSUMPTION.

15 (4) ON OR AFTER JANUARY 1, 2019, A FERMENTED MALT
16 BEVERAGE RETAILER LICENSED UNDER SUBSECTION (1)(a) OF THIS
17 SECTION:

18 (a) (I) SHALL NOT SELL FERMENTED MALT BEVERAGES TO
19 CONSUMERS AT A PRICE THAT IS BELOW THE RETAILER'S COST, AS LISTED
20 ON THE INVOICE, TO PURCHASE THE FERMENTED MALT BEVERAGES,
21 UNLESS THE SALE IS OF DISCONTINUED OR CLOSE-OUT FERMENTED MALT
22 BEVERAGES.

23 (II) THIS SUBSECTION (4)(a) DOES NOT PROHIBIT A FERMENTED
24 MALT BEVERAGE RETAILER FROM OPERATING A BONA FIDE LOYALTY OR
25 REWARDS PROGRAM FOR FERMENTED MALT BEVERAGES SO LONG AS THE
26 PRICE FOR THE PRODUCT IS NOT BELOW THE RETAILER'S COSTS AS LISTED
27 ON THE INVOICE. THE STATE LICENSING AUTHORITY MAY ADOPT RULES TO

1 IMPLEMENT THIS SUBSECTION (4)(a).

2 (b) SHALL NOT ALLOW CONSUMERS TO PURCHASE FERMENTED

3 MALT BEVERAGES AT A SELF-CHECKOUT OR OTHER MECHANISM THAT

4 ALLOWS THE CONSUMER TO COMPLETE THE FERMENTED MALT BEVERAGES

5 PURCHASE WITHOUT ASSISTANCE FROM AND COMPLETION OF THE ENTIRE

6 TRANSACTION BY AN EMPLOYEE OF THE FERMENTED MALT BEVERAGE

7 RETAILER.

8 (5) A PERSON LICENSED UNDER SUBSECTION (1)(a) OF THIS

9 SECTION THAT HOLDS MULTIPLE FERMENTED MALT BEVERAGE RETAILER'S

10 LICENSES FOR MULTIPLE LICENSED PREMISES MAY OPERATE UNDER A

11 SINGLE OR CONSOLIDATED CORPORATE ENTITY BUT SHALL NOT

12 COMMINGLE PURCHASES OF OR CREDIT EXTENSIONS FOR PURCHASES OF

13 FERMENTED MALT BEVERAGES FROM A WHOLESALE LICENSED UNDER

14 THIS ARTICLE 46 OR ARTICLE 47 OF THIS TITLE 12 FOR MORE THAN ONE

15 LICENSED PREMISES. A WHOLESALE LICENSED UNDER THIS ARTICLE 46 OR

16 ARTICLE 47 OF THIS TITLE 12 SHALL NOT BASE THE PRICE FOR THE

17 FERMENTED MALT BEVERAGES IT SELLS TO A FERMENTED MALT BEVERAGE

18 RETAILER LICENSED UNDER SUBSECTION (1)(a) OF THIS SECTION ON THE

19 TOTAL VOLUME OF FERMENTED MALT BEVERAGES THAT THE RETAILER

20 PURCHASES FOR MULTIPLE LICENSED PREMISES.

21 (6) (a) A PERSON LICENSED UNDER SUBSECTION (1)(a) OF THIS

22 SECTION WHO COMPLIES WITH THIS SUBSECTION (6) AND RULES

23 PROMULGATED UNDER THIS SUBSECTION (6) MAY DELIVER FERMENTED

24 MALT BEVERAGES IN SEALED CONTAINERS TO A PERSON OF LEGAL AGE IF:

25 (1) THE PERSON RECEIVING THE DELIVERY OF FERMENTED MALT

26 BEVERAGES IS LOCATED AT A PLACE THAT IS NOT LICENSED PURSUANT TO

27 THIS SECTION.

1 (II) THE DELIVERY IS MADE BY A PERSON WHO IS AT LEAST
2 TWENTY-ONE YEARS OF AGE;

3 (III) THE PERSON MAKING THE DELIVERY VERIFIES, IN
4 ACCORDANCE WITH SECTION 12-47-901 (10), THAT THE PERSON RECEIVING
5 THE DELIVERY OF FERMENTED MALT BEVERAGES IS AT LEAST TWENTY-ONE
6 YEARS OF AGE; AND

7 (IV) THE FERMENTED MALT BEVERAGE RETAILER DERIVES NO
8 MORE THAN FIFTY PERCENT OF ITS GROSS ANNUAL REVENUES FROM TOTAL
9 SALES OF FERMENTED MALT BEVERAGES FROM THE SALE OF FERMENTED
10 MALT BEVERAGES THAT THE FERMENTED MALT BEVERAGE RETAILER
11 DELIVERS.

12 (b) THE STATE LICENSING AUTHORITY SHALL PROMULGATE RULES
13 AS NECESSARY FOR THE PROPER DELIVERY OF FERMENTED MALT
14 BEVERAGES PURSUANT TO THIS SUBSECTION (6) AND MAY ISSUE A PERMIT
15 TO ANY PERSON WHO IS LICENSED PURSUANT TO AND DELIVERS
16 FERMENTED MALT BEVERAGES UNDER SUBSECTION (1)(a) OF THIS
17 SECTION. A PERMIT ISSUED UNDER THIS SUBSECTION (6) IS SUBJECT TO THE
18 SAME SUSPENSION AND REVOCATION PROVISIONS AS ARE SET FORTH IN
19 SECTION 12-47-601 FOR OTHER LICENSES GRANTED PURSUANT TO ARTICLE
20 47 OF THIS TITLE 12.

21 **SECTION 5.** In Colorado Revised Statutes, 12-47-301, **amend**
22 (2)(a), (8), (9)(a), (10)(c)(I), (10)(c)(V), (10)(c)(VII), (10)(c)(XI),
23 (10)(c)(XII), (10)(d), and (12) as follows:

24 **12-47-301. Licensing in general.** (2) (a) Before granting any
25 license, all licensing authorities shall consider, except where this ~~article~~
26 ARTICLE 47 and article 46 of this ~~title~~ TITLE 12 specifically provide
27 otherwise, the reasonable requirements of the neighborhood, the desires

1 of the adult inhabitants as evidenced by petitions, remonstrances, or
2 otherwise, and all other reasonable restrictions that are or may be placed
3 upon the neighborhood by the local licensing authority. With respect to
4 a second or additional license described in section 12-47-401 (1)(j) to
5 (1)(t), (1)(v), or (1)(w) or 12-47-410 (1) or in a financial institution
6 referred to in section 12-47-308 (4) for the same licensee, all licensing
7 authorities shall consider the effect on competition of the granting or
8 disapproving of additional licenses to such licensee and shall not approve
9 an application for a second or additional hotel and restaurant or winery's
10 ~~restaurant~~ license that would have the effect of restraining competition.
11 ~~shall be approved.~~
12 ==
13 (8) Each licensee holding a fermented malt beverage on-premises
14 license, ~~or on- and off-premises license~~, beer and wine license, tavern
15 license, lodging and entertainment license, club license, arts license, or
16 racetrack license shall manage the premises himself or herself or employ
17 a separate and distinct manager on the premises and shall report the name
18 of the manager to the state and local licensing authorities. The licensee
19 shall report any change in managers to the state and local licensing
20 authorities within thirty days after the change. It is unlawful for the
21 licensee to fail to report the name of or any change in managers as
22 required by this subsection (8). The failure to report is grounds for
23 suspension of the license.
24 (9) (a) (I) (A) SUBJECT TO SUBSECTIONS (9)(a)(I)(B) AND
25 (9)(a)(I)(C) OF THIS SECTION, a licensee may move ~~his or her~~ ITS
26 permanent location to any other place in the same city, town, or city and
27 county for which the license was originally granted, or in the same county

1 if ~~such~~ THE license was granted for a place outside the corporate limits of
2 any city, town, or city and county, but it ~~shall be~~ IS unlawful to sell any
3 alcohol beverage at ~~any such place~~ THE NEW LOCATION until permission
4 ~~to do so~~ is granted by all the STATE AND LOCAL licensing authorities.
5 ~~provided for in this article.~~

6 (B) THE STATE AND LOCAL LICENSING AUTHORITIES SHALL NOT
7 GRANT PERMISSION UNDER THIS SUBSECTION (9)(a)(I) TO A FERMENTED
8 MALT BEVERAGE RETAILER LICENSED UNDER SECTION 12-46-107 (1)(a) TO
9 MOVE ITS PERMANENT LOCATION IF THE NEW LOCATION IS: WITHIN ONE
10 THOUSAND FIVE HUNDRED FEET OF A RETAIL LIQUOR STORE LICENSED
11 UNDER SECTION 12-47-407; FOR A PREMISES LOCATED IN A MUNICIPALITY
12 WITH A POPULATION OF TEN THOUSAND OR FEWER, WITHIN THREE
13 THOUSAND FEET OF A RETAIL LIQUOR STORE LICENSED UNDER SECTION
14 12-47-407; OR, FOR A PREMISES LOCATED IN A MUNICIPALITY WITH A
15 POPULATION OF TEN THOUSAND OR FEWER THAT IS CONTIGUOUS TO THE
16 CITY AND COUNTY OF DENVER, WITHIN ONE THOUSAND FIVE HUNDRED
17 FEET OF A RETAIL LIQUOR STORE LICENSED UNDER SECTION 12-47-407.

18 (C) THE STATE AND LOCAL LICENSING AUTHORITIES SHALL NOT
19 GRANT PERMISSION UNDER THIS SUBSECTION (9)(a)(I) TO A RETAIL LIQUOR
20 STORE LICENSED UNDER SECTION 12-47-407 TO MOVE ITS PERMANENT
21 LOCATION IF THE NEW LOCATION IS: WITHIN ONE THOUSAND FIVE
22 HUNDRED FEET OF ANOTHER RETAIL LIQUOR STORE LICENSED UNDER
23 SECTION 12-47-407; FOR A PREMISES LOCATED IN A MUNICIPALITY WITH
24 A POPULATION OF TEN THOUSAND OR FEWER, WITHIN THREE THOUSAND
25 FEET OF ANOTHER RETAIL LIQUOR STORE LICENSED UNDER SECTION
26 12-47-407; OR, FOR A PREMISES LOCATED IN A MUNICIPALITY WITH A
27 POPULATION OF TEN THOUSAND OR FEWER THAT IS CONTIGUOUS TO THE

1 CITY AND COUNTY OF DENVER, WITHIN ONE THOUSAND FIVE HUNDRED
2 FEET OF ANOTHER RETAIL LIQUOR STORE LICENSED UNDER SECTION
3 12-47-407.
4 (II) Notwithstanding subparagraph (I) of this paragraph (a)
5 SECTION (9)(a)(I) OF THIS SECTION AND SUBJECT TO SUBSECTION
6 (9)(a)(I)(C), for a retail liquor store licensed on or before January 1, 2016,
7 the licensee may apply to move the permanent location to another place
8 within or outside the municipality or county in which the license was
9 originally granted. It is unlawful for the licensee to sell any alcohol
10 beverages at the new location until permission is granted by the state and
11 local licensing authorities.
12 (10) (c) Tastings are subject to the following limitations:
13 (I) Tastings shall be conducted only:
14 (A) By a person who: Has completed a server training program
15 that meets the standards established by the liquor enforcement division in
16 the department of revenue and who is either a retail liquor store licensee
17 or a liquor-licensed drugstore licensee, or an employee of a retail
18 LIQUOR STORE OR LIQUOR-LICENSED DRUGSTORE licensee, OR A
19 REPRESENTATIVE, EMPLOYEE, OR AGENT OF THE LICENSED WHOLESALE,
20 BREW PUB, DISTILLERY PUB, MANUFACTURER, LIMITED WINERY, IMPORTER,
21 OR VINTNER'S RESTAURANT PROMOTING THE ALCOHOL BEVERAGES FOR
22 THE TASTING; and only
23 (B) On a licensee's licensed premises.
24 (V) THE LICENSEE MAY CONDUCT tastings shall be conducted only
25 during the operating hours in which the licensee on whose premises the
26 tastings occur is permitted to sell alcohol beverages, and in no case earlier
27 than 11 a.m. or later than 7 p.m. 9 P.M.

1 (VII) The licensee shall promptly remove all open and
2 unconsumed alcohol beverage samples from the licensed premises, ~~or~~
3 ~~shall~~ destroy the samples immediately following the completion of the
4 tasting, OR STORE ANY OPEN CONTAINERS OF UNCONSUMED ALCOHOL
5 BEVERAGES IN A SECURE AREA OUTSIDE THE SALES AREA OF THE LICENSED
6 PREMISES FOR USE AT A TASTING CONDUCTED AT A LATER TIME OR DATE.

7 (XI) THE LICENSEE MAY CONDUCT tastings ~~may occur~~ on no more
8 than ~~four of the six days from a Monday to the following Saturday, not to~~
9 ~~exceed one hundred four~~ ONE HUNDRED FIFTY-SIX days per year.

10 (XII) No manufacturer of spirituous or vinous liquors shall induce
11 a licensee through free goods or financial or in-kind assistance to favor
12 the manufacturer's products being sampled at a tasting. The RETAIL
13 LIQUOR STORE OR LIQUOR-LICENSED DRUGSTORE licensee ~~shall bear~~
14 BEARS the financial and all other responsibility for a tasting CONDUCTED
15 ON ITS LICENSED PREMISES.

16 (d) A violation of a limitation specified in this subsection (10) ~~or~~
17 ~~of section 12-47-801~~ by a retail liquor store or liquor-licensed drugstore
18 licensee, whether by ~~his or her~~ THE LICENSEE'S employees, agents, or
19 otherwise ~~shall be~~ OR BY A REPRESENTATIVE, EMPLOYEE, OR AGENT OF
20 THE LICENSED WHOLESALER, BREW PUB, DISTILLERY PUB, MANUFACTURER,
21 LIMITED WINERY, IMPORTER, OR VINTNER'S RESTAURANT THAT PROMOTED
22 THE ALCOHOL BEVERAGES FOR THE TASTING, IS the responsibility of, AND
23 SECTION 12-47-801 APPLIES TO, the retail liquor store or liquor-licensed
24 drugstore licensee ~~who is conducting~~ THAT CONDUCTED the tasting.

25 (12) (a) Notwithstanding any other provision of this article ~~47~~, on
26 and after July 1, 2016, the state and local licensing authorities shall not
27 issue a new license under this article ~~47~~ authorizing the sale at retail of

1 malt, vinous, or spirituous liquors in sealed containers for consumption
2 off the licensed premises if the premises for which the retail license is
3 sought is located:
4 (I) Within one thousand five hundred feet of another licensed
5 premises licensed to sell malt, vinous, or spirituous liquors at retail for
6 off-premises consumption; or
7 (II) For a premises located in a municipality with a population of
8 ten thousand or fewer, within three thousand feet of another licensed
9 premises licensed to sell malt, vinous, or spirituous liquors at retail for
10 off-premises consumption; or
11 (III) For a premises located in a municipality with a
12 population of ten thousand or fewer that is contiguous to the
13 city and county of Denver, within one thousand five hundred
14 feet of another licensed premises licensed to sell malt, vinous,
15 or spirituous liquors at retail for off-premises consumption.
16 (a.5) (I) Notwithstanding any other provision of this
17 article 47, on and after the effective date of this subsection
18 (12)(a.5), the state and local licensing authorities shall not
19 issue a new fermented malt beverage retailer's license under
20 article 46 of this title 12 authorizing the sale at retail of
21 fermented malt beverages in sealed containers for consumption
22 off the licensed premises if the premises for which the retail
23 license is sought is located within five hundred feet of a retail
24 liquor store licensed under section 12-47-407.
25 (II) This subsection (12)(a.5) does not apply to a person
26 that owns or leases a proposed fermented malt beverage
27 retailer licensed premises and has applied for or received from

1 THE MUNICIPALITY, CITY AND COUNTY, OR COUNTY IN WHICH THE
2 PREMISES ARE LOCATED:

3 (A) A BUILDING PERMIT FOR THE STRUCTURE TO BE USED FOR THE
4 FERMENTED MALT BEVERAGE RETAILER LICENSED PREMISES, WHICH
5 PERMIT IS CURRENTLY ACTIVE AND WILL NOT EXPIRE BEFORE THE
6 COMPLETION OF THE LIQUOR LICENSING PROCESS; OR

7 (B) A CERTIFICATE OF OCCUPANCY FOR THE STRUCTURE TO BE
8 USED FOR THE FERMENTED MALT BEVERAGE RETAILER LICENSED
9 PREMISES.

10 (b) For purposes of ~~this subsection (12)~~ SUBSECTION (12)(a) OF
11 THIS SECTION, a license under this ~~article~~ ARTICLE 47 authorizing the sale
12 at retail of malt, vinous, or spirituous liquors in sealed containers for
13 consumption off the licensed premises includes a license under this ~~article~~
14 ARTICLE 47 authorizing the sale of malt and vinous liquors in sealed
15 containers not to be consumed at the place where the malt and vinous
16 liquors are sold.

17 (c) For purposes of determining whether the distance requirements
18 specified in ~~paragraph (a) of this subsection (12)~~ SUBSECTIONS (12)(a)
19 AND (12)(a.5) OF THIS SECTION are satisfied, the distance shall be
20 determined by a radius measurement that begins at the principal doorway
21 of the premises for which the application is made and ends at the
22 principal doorway of the other retail licensed premises.

23 **SECTION 6.** In Colorado Revised Statutes, 12-47-308, **amend**
24 (1)(a), (3)(a), and (5) as follows:

25 **12-47-308. Unlawful financial assistance.** (1) (a) (I) It is
26 unlawful for any person licensed pursuant to this ~~article~~ ARTICLE 47 or
27 article 46 of this ~~title~~ TITLE 12 as a manufacturer, limited winery, ~~licensee~~,

1 wholesaler, or importer, or any person, partnership, association,
2 organization, or corporation interested financially in or with any of said
3 licensees, to furnish, supply, or loan, in any manner, directly or indirectly,
4 to any person licensed to sell at retail pursuant to this ~~article~~ ARTICLE 47
5 or article 46 or 48 of this ~~title~~ TITLE 12:
6 (A) Any financial assistance, including the extension of credit for
7 more than thirty days, as specified in section 12-47-202 (2)(b) or in rules
8 of the state licensing authority; or
9 (B) Any equipment, fixtures, chattels, or furnishings used in the
10 storing, handling, serving, or dispensing of food or alcohol beverages
11 within the premises or for making any structural alterations or
12 improvements in or on the building in which ~~such~~ THE premises ~~are~~ IS
13 located.
14 (II) This ~~section~~ ~~shall~~ SUBSECTION (1) DOES NOT:
15 (A) Apply to signs or displays within ~~such~~ THE LICENSED
16 premises; OR
17 (B) PREVENT A REPRESENTATIVE, EMPLOYEE, OR AGENT OF A
18 PERSON LICENSED UNDER THIS ARTICLE 47 OR ARTICLE 46 OF THIS TITLE 12
19 AS A MANUFACTURER, LIMITED WINERY, WHOLESALER, OR IMPORTER FROM
20 POURING OR SERVING THE LICENSEE'S ALCOHOL BEVERAGE PRODUCTS AS
21 PART OF A TASTING BEING CONDUCTED ON THE LICENSED PREMISES OF A
22 PERSON LICENSED UNDER THIS ARTICLE 47 TO SELL ALCOHOL BEVERAGES
23 AT RETAIL FOR OFF-PREMISES CONSUMPTION, AND POURING OR SERVING
24 THE LICENSEE'S ALCOHOL BEVERAGES DOES NOT CONSTITUTE LABOR
25 PROVIDED BY A PERSON LICENSED UNDER THIS ARTICLE 47 OR ARTICLE 46
26 OF THIS TITLE 12 AS A MANUFACTURER, LIMITED WINERY, WHOLESALER,
27 OR IMPORTER TO A PERSON LICENSED UNDER THIS ARTICLE 47 TO SELL

1 ALCOHOL BEVERAGES AT RETAIL.

2 (3) (a) (I) It is unlawful for any person licensed to sell at retail
3 pursuant to this ~~article~~ ARTICLE 47 or article 46 of this ~~title~~ TITLE 12 to
4 receive and obtain from the persons or parties described and referred to
5 in subsection (1)(a) of this section, directly or indirectly, any financial
6 assistance or any equipment, fixtures, chattels, or furnishings used in the
7 storing, handling, serving, or dispensing of food or alcohol beverages
8 within the premises or from making any structural alterations or
9 improvements in or on the building on which ~~such~~ THE premises ~~are~~ IS
10 located.

11 (II) This subsection (3) ~~shall~~ DOES not:

12 (A) Apply to signs or displays within ~~such~~ THE premises or to
13 advertising materials that are intended primarily to advertise the product
14 of the wholesaler or manufacturer and that have only negligible value in
15 themselves or to the inspection and servicing of malt or vinous
16 liquor-dispensing equipment to the extent necessary for the maintenance
17 of reasonable standards of purity, cleanliness, and health; OR

18 (B) PREVENT A REPRESENTATIVE, EMPLOYEE, OR AGENT OF A
19 LICENSEE DESCRIBED AND REFERRED TO IN SUBSECTION (1)(a) OF THIS
20 SECTION FROM POURING OR SERVING THE LICENSEE'S ALCOHOL BEVERAGE
21 PRODUCTS AS PART OF A TASTING BEING CONDUCTED ON THE LICENSED
22 PREMISES OF THE PERSON LICENSED UNDER THIS ARTICLE 47 TO SELL
23 ALCOHOL BEVERAGES AT RETAIL FOR OFF-PREMISES CONSUMPTION, AND
24 POURING OR SERVING THE LICENSEE'S ALCOHOL BEVERAGES DOES NOT
25 CONSTITUTE LABOR PROVIDED BY A LICENSEE DESCRIBED IN SUBSECTION
26 (1)(a) OF THIS SECTION TO A PERSON LICENSED UNDER THIS ARTICLE 47 TO
27 SELL ALCOHOL BEVERAGES AT RETAIL.

1 (5) (a) It is unlawful for any owner, part owner, shareholder,
2 stockholder, or person interested, directly or indirectly, in any retail
3 business or establishment of a person licensed to sell at retail pursuant to
4 the provisions of this article ARTICLE 47 or article 46 or 48 of this title
5 TITLE 12 to enter into any agreement with any person or party or to
6 receive, possess, or accept any money, fixtures, supplies, or things of
7 value from any person or party, whereby a person licensed to sell at retail
8 pursuant to this ~~article~~ ARTICLE 47 or article 46 or 48 of this title TITLE 12
9 may be influenced or caused, directly or indirectly, to buy, sell, dispense,
10 or handle the product of any manufacturer of alcohol beverages.
11 (b) This subsection (5) ~~shall~~ DOES not:
12 (I) Apply to displays within ~~such~~ THE premises; OR
13 (II) PREVENT A REPRESENTATIVE, EMPLOYEE, OR AGENT OF A
14 PERSON LICENSED UNDER THIS ARTICLE 47 OR ARTICLE 46 OF THIS TITLE 12
15 AS A MANUFACTURER, LIMITED WINERY, WHOLESALER, OR IMPORTER FROM
16 POURING OR SERVING THE LICENSEE'S ALCOHOL BEVERAGE PRODUCTS AS
17 PART OF A TASTING BEING CONDUCTED ON THE LICENSED PREMISES OF A
18 PERSON LICENSED UNDER THIS ARTICLE 47 TO SELL ALCOHOL BEVERAGES
19 AT RETAIL FOR OFF-PREMISES CONSUMPTION, AND POURING OR SERVING
20 THE LICENSEE'S ALCOHOL BEVERAGES DOES NOT CONSTITUTE LABOR
21 PROVIDED BY A PERSON LICENSED UNDER THIS ARTICLE 47 OR ARTICLE 46
22 OF THIS TITLE 12 AS A MANUFACTURER, LIMITED WINERY, WHOLESALER,
23 OR IMPORTER TO A PERSON LICENSED UNDER THIS ARTICLE 47 TO SELL
24 ALCOHOL BEVERAGES AT RETAIL.
25 **SECTION 7.** In Colorado Revised Statutes, 12-47-313, **amend**
26 (1) introductory portion; and **add** (1)(e) ~~=====~~ as follows:
27 **12-47-313. Restrictions for applications for new license -**

1 **repeal.** (1) ~~No~~ AN application for the issuance of any license specified
2 in section 12-47-309 (1) or 12-46-107 (1) shall NOT be received or acted
3 upon:

4 (e) (I) IF THE BUILDING IN WHICH THE FERMENTED MALT
5 BEVERAGES ARE TO BE SOLD PURSUANT TO A LICENSE UNDER SECTION
6 12-46-107 (1)(a) IS LOCATED WITHIN FIVE HUNDRED FEET OF ANY PUBLIC
7 OR PAROCHIAL SCHOOL OR THE PRINCIPAL CAMPUS OF ANY COLLEGE,
8 UNIVERSITY, OR SEMINARY; EXCEPT THAT THIS SUBSECTION (1)(e)(I) DOES
9 NOT APPLY TO:

10 (A) LICENSED PREMISES LOCATED OR TO BE LOCATED ON LAND
11 OWNED BY A MUNICIPALITY;

12 (B) AN EXISTING LICENSED PREMISES ON LAND OWNED BY THE
13 STATE;

14 (C) A FERMENTED MALT BEVERAGE RETAILER THAT HELD A VALID
15 LICENSE AND WAS ACTIVELY DOING BUSINESS BEFORE THE PRINCIPAL
16 CAMPUS WAS CONSTRUCTED;

17 (D) A CLUB LOCATED WITHIN THE PRINCIPAL CAMPUS OF ANY
18 COLLEGE, UNIVERSITY, OR SEMINARY THAT LIMITS ITS MEMBERSHIP TO THE
19 FACULTY OR STAFF OF THE INSTITUTION; OR

20 (E) A CAMPUS LIQUOR COMPLEX.

21 (II) THE DISTANCES REFERRED TO IN SUBSECTION (1)(e)(I) OF THIS
22 SECTION ARE TO BE COMPUTED BY DIRECT MEASUREMENT FROM THE
23 NEAREST PROPERTY LINE OF THE LAND USED FOR SCHOOL PURPOSES TO
24 THE NEAREST PORTION OF THE BUILDING IN WHICH FERMENTED MALT
25 BEVERAGES ARE TO BE SOLD, USING A ROUTE OF DIRECT PEDESTRIAN
26 ACCESS.

27 (III) THE LOCAL LICENSING AUTHORITY OF ANY CITY AND COUNTY,

1 BY RULE OR REGULATION, THE GOVERNING BODY OF ANY OTHER
2 MUNICIPALITY, BY ORDINANCE, OR THE GOVERNING BODY OF ANY OTHER
3 COUNTY, BY RESOLUTION, MAY:
4 (A) ELIMINATE OR MODIFY THE DISTANCE RESTRICTIONS IMPOSED
5 BY THIS SUBSECTION (1)(e); OR
6 (B) ELIMINATE ONE OR MORE TYPES OF SCHOOLS OR CAMPUSES
7 FROM THE APPLICATION OF ANY DISTANCE RESTRICTION ESTABLISHED BY
8 OR PURSUANT TO THIS SUBSECTION (1)(e).
9 (IV) IN ADDITION TO THE REQUIREMENTS OF SECTION 12-47-312
10 (2), THE LOCAL LICENSING AUTHORITY SHALL CONSIDER THE EVIDENCE
11 AND MAKE A SPECIFIC FINDING OF FACT AS TO WHETHER THE BUILDING IN
12 WHICH THE FERMENTED MALT BEVERAGES ARE TO BE SOLD IS LOCATED
13 WITHIN ANY DISTANCE RESTRICTION ESTABLISHED BY OR PURSUANT TO
14 THIS SUBSECTION (1)(e). THE FINDING IS SUBJECT TO JUDICIAL REVIEW
15 PURSUANT TO SECTION 12-47-802.
16 (V) THIS SUBSECTION (1)(e) APPLIES TO:
17 (A) APPLICATIONS FOR NEW FERMENTED MALT BEVERAGE
18 RETAILER'S LICENSES UNDER SECTION 12-46-107 (1)(a) SUBMITTED ON OR
19 AFTER THE EFFECTIVE DATE OF THIS SUBSECTION (1)(e); AND
20 (B) APPLICATIONS SUBMITTED ON OR AFTER THE EFFECTIVE DATE
21 OF THIS SUBSECTION (1)(e) UNDER SECTION 12-47-301 (9) BY FERMENTED
22 MALT BEVERAGE RETAILERS LICENSED UNDER SECTION 12-46-107 (1)(a)
23 TO CHANGE THE PERMANENT LOCATION OF THE FERMENTED MALT
24 BEVERAGE RETAILER'S LICENSED PREMISES.
25 =====
26 **SECTION 8.** In Colorado Revised Statutes, 12-47-407, **amend**
27 (1)(a)(II), (2), and (3) as follows:

1 **12-47-407. Retail liquor store license - rules.** (1) (a) (II) On and
2 after July 1, 2016, the state and local licensing authorities shall not issue
3 a new retail liquor store license if the premises for which the retail liquor
4 store license is sought is located:

5 (A) Within one thousand five hundred feet of another retail liquor
6 store licensed under this section or a liquor-licensed drugstore licensed
7 under section 12-47-408; ~~or~~

8 (B) For a premises located in a municipality with a population of
9 ten thousand or fewer, within three thousand feet of another retail liquor
10 store licensed under this section or a liquor-licensed drugstore licensed
11 under section 12-47-408; OR

12 (C) FOR A PREMISES LOCATED IN A MUNICIPALITY WITH A
13 POPULATION OF TEN THOUSAND OR FEWER THAT IS CONTIGUOUS TO THE
14 CITY AND COUNTY OF DENVER, WITHIN ONE THOUSAND FIVE HUNDRED
15 FEET OF ANOTHER RETAIL LIQUOR STORE LICENSED UNDER THIS SECTION
16 OR A LIQUOR-LICENSED DRUGSTORE LICENSED UNDER SECTION 12-47-408.

17 (2) (a) ~~Every~~ A person ~~selling~~ LICENSED UNDER THIS SECTION TO
18 SELL malt, vinous, and spirituous liquors in a retail liquor store:

19 (I) Shall purchase ~~such~~ THE malt, vinous, and spirituous liquors
20 only from a wholesaler licensed pursuant to this ~~article~~. ARTICLE 47; AND

21 (II) (A) SHALL NOT SELL MALT, VINOUS, OR SPIRITUOUS LIQUORS
22 TO CONSUMERS AT A PRICE THAT IS BELOW THE RETAIL LIQUOR STORE'S
23 COST, AS LISTED ON THE INVOICE, TO PURCHASE THE MALT, VINOUS, OR
24 SPIRITUOUS LIQUORS, UNLESS THE SALE IS OF DISCONTINUED OR
25 CLOSE-OUT MALT, VINOUS, OR SPIRITUOUS LIQUORS.

26 (B) THIS SUBSECTION (2)(a)(II) DOES NOT PROHIBIT A RETAIL
27 LIQUOR STORE FROM OPERATING A BONA FIDE LOYALTY OR REWARDS

1 PROGRAM FOR MALT, VINOUS, OR SPIRITUOUS LIQUORS SO LONG AS THE
2 PRICE FOR THE PRODUCT IS NOT BELOW THE RETAIL LIQUOR STORE'S COSTS
3 AS LISTED ON THE INVOICE. THE STATE LICENSING AUTHORITY MAY ADOPT
4 RULES TO IMPLEMENT THIS SUBSECTION (2)(a)(II).
5 (b) A PERSON LICENSED UNDER THIS SECTION THAT OBTAINS
6 ADDITIONAL RETAIL LIQUOR STORE LICENSES IN ACCORDANCE WITH
7 SUBSECTION (4)(b)(III) OF THIS SECTION MAY OPERATE UNDER A SINGLE
8 OR CONSOLIDATED CORPORATE ENTITY BUT SHALL NOT COMMINGLE
9 PURCHASES OF OR CREDIT EXTENSIONS FOR PURCHASES OF MALT, VINOUS,
10 OR SPIRITUOUS LIQUORS FROM A WHOLESALE LICENSED UNDER THIS
11 ARTICLE 47 FOR MORE THAN ONE LICENSED PREMISES. A WHOLESALE
12 LICENSED UNDER THIS ARTICLE 47 SHALL NOT BASE THE PRICE FOR THE
13 MALT, VINOUS, OR SPIRITUOUS LIQUORS IT SELLS TO A RETAIL LIQUOR
14 STORE LICENSED UNDER THIS SECTION ON THE TOTAL VOLUME OF MALT,
15 VINOUS, OR SPIRITUOUS LIQUORS THAT THE LICENSEE PURCHASES FOR
16 MULTIPLE LICENSED PREMISES.
17 (3) (a) A person licensed to sell at retail who complies with this
18 subsection (3) and rules promulgated pursuant ~~hereto~~ TO THIS
19 SUBSECTION (3) may deliver malt, vinous, and spirituous liquors to a
20 person of legal age if: ~~such~~
21 (1) THE person RECEIVING THE DELIVERY OF MALT, VINOUS, OR
22 SPIRITUOUS LIQUORS IS LOCATED at a place that is not licensed pursuant
23 to this section;
24 (II) THE DELIVERY IS MADE BY A PERSON WHO IS AT LEAST
25 TWENTY-ONE YEARS OF AGE;
26 (III) THE PERSON MAKING THE DELIVERY VERIFIES, IN
27 ACCORDANCE WITH SECTION 12-47-901 (10), THAT THE PERSON RECEIVING

1 THE DELIVERY OF MALT, VINOUS, OR SPIRITUOUS LIQUORS IS AT LEAST
2 TWENTY-ONE YEARS OF AGE; AND

3
4 (IV) THE RETAIL LIQUOR STORE DERIVES NO MORE THAN FIFTY
5 PERCENT OF ITS GROSS ANNUAL REVENUES FROM TOTAL SALES OF MALT,
6 VINOUS, AND SPIRITUOUS LIQUORS FROM THE SALE OF MALT, VINOUS, AND
7 SPIRITUOUS LIQUORS THAT THE RETAIL LIQUOR STORE DELIVERS.

8 (b) The state licensing authority shall promulgate rules as ~~are~~
9 necessary for the proper delivery of malt, vinous, and spirituous liquors
10 and ~~shall have the authority~~ IS AUTHORIZED to issue a permit to any
11 person who is licensed UNDER THIS SECTION to sell at retail and delivers
12 ~~such~~ THE liquors pursuant to this subsection (3). ~~Such permits shall be~~ A
13 PERMIT ISSUED UNDER THIS SUBSECTION (3) IS subject to the same
14 suspension and revocation provisions as are set forth in section 12-47-601
15 for other licenses granted pursuant to this ~~article~~ ARTICLE 47.

16 **SECTION 9.** In Colorado Revised Statutes, 12-47-408, **amend**
17 (1)(a)(I), (1)(b)(IV) introductory portion, (1)(b)(IV)(B), (2)(a)(II),
18 (2)(a)(III), (3), and (4)(b)(IV) introductory portion; and **add** (4)(b)(V),
19 (4)(c), and (8) as follows:

20 **12-47-408. Liquor-licensed drugstore license - multiple**
21 **licenses permitted - requirements - rules.** (1) (a) (I) A liquor-licensed
22 drugstore license shall be issued to persons selling malt, vinous, and
23 spirituous liquors in sealed containers not to be consumed at the place
24 where sold. On and after July 1, 2016, except as permitted under
25 ~~paragraph (b) of this subsection (1)~~ SUBSECTION (1)(b) OF THIS SECTION,
26 the state and local licensing authorities shall not issue a new
27 liquor-licensed drugstore license if the licensed premises for which a

1 liquor-licensed drugstore license is sought is located:
2 (A) Within one thousand five hundred feet of a retail liquor store
3 licensed under section 12-47-407; or
4 (B) For a drugstore premises located in a municipality with a
5 population of ten thousand or fewer, within three thousand feet of a retail
6 liquor store licensed under section 12-47-407; or
7 (C) For a drugstore premises located in a municipality
8 with a population of ten thousand or fewer that is contiguous to
9 the city and county of Denver, within one thousand five hundred
10 feet of a retail liquor store licensed under section 12-47-407.
11 (b) (IV) In addition to any other requirements for licensure under
12 this section or ~~article~~ ARTICLE 47, a person applying for a new
13 liquor-licensed drugstore license in accordance with this ~~paragraph (b)~~
14 SUBSECTION (1)(b) on or after January 1, 2017, or to renew a
15 liquor-licensed drugstore license issued on or after January 1, 2017, under
16 this ~~paragraph (b)~~ SUBSECTION (1)(b) must:
17 (B) ~~Be~~ MAKE AND KEEP ITS PREMISES open to the public.
18 (2) (a) A person licensed under this section to sell malt, vinous,
19 and spirituous liquors as provided in this section shall:
20 (II) (A) Not sell malt, vinous, or spirituous liquors to consumers
21 at a price that is below the liquor-licensed drugstore's cost, as listed on
22 the invoice, to purchase the malt, vinous, or spirituous liquors, unless
23 the sale is of discontinued or close-out malt, vinous, or
24 spirituous liquors.
25 (B) THIS SUBSECTION (2)(a)(II) DOES NOT PROHIBIT A
26 LIQUOR-LICENSED DRUGSTORE FROM OPERATING A BONA FIDE LOYALTY
27 OR REWARDS PROGRAM FOR MALT, VINOUS, OR SPIRITUOUS LIQUORS SO

1 LONG AS THE PRICE FOR THE PRODUCT IS NOT BELOW THE
2 LIQUOR-LICENSED DRUGSTORE'S COSTS AS LISTED ON THE INVOICE. THE
3 STATE LICENSING AUTHORITY MAY ADOPT RULES TO IMPLEMENT THIS
4 SUBSECTION (2)(a)(II).

5 (III) Not allow consumers to purchase malt, vinous, or spirituous
6 liquors at a self-checkout or other mechanism that allows the consumer
7 to complete the alcohol beverage purchase without assistance from and
8 completion of the ENTIRE transaction by an employee of the
9 liquor-licensed drugstore;

10 (3) (a) A liquor-licensed drugstore licensee who complies with
11 this subsection (3) and rules promulgated pursuant ~~thereto~~ TO THIS
12 SUBSECTION (3) may deliver malt, vinous, and spirituous liquors to a
13 person of legal age if: ~~such~~

14 (I) THE person RECEIVING THE DELIVERY OF MALT, VINOUS, OR
15 SPIRITUOUS LIQUORS IS LOCATED at a place that is not licensed pursuant
16 to this section;

17 (II) THE DELIVERY IS MADE BY A PERSON WHO IS AT LEAST
18 TWENTY-ONE YEARS OF AGE;

19 (III) THE PERSON MAKING THE DELIVERY VERIFIES, IN
20 ACCORDANCE WITH SECTION 12-47-901 (10), THAT THE PERSON RECEIVING
21 THE DELIVERY OF MALT, VINOUS, OR SPIRITUOUS LIQUORS IS AT LEAST
22 TWENTY-ONE YEARS OF AGE; AND

23 ==

24 (IV) THE LIQUOR-LICENSED DRUGSTORE DERIVES NO MORE THAN
25 FIFTY PERCENT OF ITS GROSS ANNUAL REVENUES FROM TOTAL SALES OF
26 MALT, VINOUS, AND SPIRITUOUS LIQUORS FROM THE SALE OF MALT,
27 VINOUS, AND SPIRITUOUS LIQUORS THAT THE LIQUOR-LICENSED

1 DRUGSTORE DELIVERS.

2 (b) The state licensing authority shall promulgate rules as ~~are~~

3 necessary for the proper delivery of malt, vinous, and spirituous liquors

4 and ~~shall have the authority~~ IS AUTHORIZED to issue a permit to any

5 liquor-licensed drugstore licensee that will allow ~~such~~ THE licensee to

6 deliver ~~such~~ THE liquors pursuant to ~~such~~ THE rules and this subsection

7 (3). ~~Such permits shall be~~ A PERMIT ISSUED UNDER THIS SUBSECTION (3)

8 IS subject to the same suspension and revocation provisions as are set

9 forth in sections 12-47-306 and 12-47-601 for other licenses granted

10 pursuant to this ~~article~~ ARTICLE 47.

11 (4) (b) An owner, part owner, shareholder, or person interested

12 directly or indirectly in a liquor-licensed drugstore may have an interest

13 in:

14 (IV) For a liquor-licensed drugstore licensed on or before January

15 1, 2016, OR A LIQUOR-LICENSED DRUGSTORE LICENSEE THAT WAS

16 LICENSED AS A LIQUOR-LICENSED DRUGSTORE ON FEBRUARY 21, 2016,

17 THAT CONVERTED ITS LICENSE TO A RETAIL LIQUOR STORE LICENSE AFTER

18 FEBRUARY 21, 2016, AND THAT APPLIED ON OR BEFORE MAY 1, 2017, TO

19 CONVERT ITS RETAIL LIQUOR STORE LICENSE BACK TO A LIQUOR-LICENSED

20 DRUGSTORE LICENSE, additional liquor-licensed drugstore licenses as

21 follows, but only if obtained in accordance with ~~paragraph (b) of~~

22 ~~subsection (1)~~ SUBSECTION (1)(b) of this section:

23 (V) For a LIQUOR-LICENSED DRUGSTORE THAT SUBMITTED AN

24 APPLICATION FOR A NEW LIQUOR-LICENSED DRUGSTORE LICENSE BEFORE

25 OCTOBER 1, 2016, ADDITIONAL LIQUOR-LICENSED DRUGSTORE LICENSES

26 AS FOLLOWS, BUT ONLY IF OBTAINED IN ACCORDANCE WITH SUBSECTION

27 (1)(b) OF THIS SECTION:

1 (A) ON OR AFTER JANUARY 1, 2019, AND BEFORE JANUARY 1,
2 2022, FOUR ADDITIONAL LIQUOR-LICENSED DRUGSTORE LICENSES, FOR A
3 MAXIMUM OF FIVE TOTAL LIQUOR-LICENSED DRUGSTORE LICENSES;

4 (B) ON OR AFTER JANUARY 1, 2022, AND BEFORE JANUARY 1,
5 2027, UP TO SEVEN ADDITIONAL LIQUOR-LICENSED DRUGSTORE LICENSES,
6 FOR A MAXIMUM OF EIGHT TOTAL LIQUOR-LICENSED DRUGSTORE
7 LICENSES;

8 (C) ON OR AFTER JANUARY 1, 2027, AND BEFORE JANUARY 1,
9 2032, UP TO TWELVE ADDITIONAL LIQUOR-LICENSED DRUGSTORE
10 LICENSES, FOR A MAXIMUM OF THIRTEEN TOTAL LIQUOR-LICENSED
11 DRUGSTORE LICENSES;

12 (D) ON OR AFTER JANUARY 1, 2032, AND BEFORE JANUARY 1,
13 2037, UP TO NINETEEN ADDITIONAL LIQUOR-LICENSED DRUGSTORE
14 LICENSES, FOR A MAXIMUM OF TWENTY TOTAL LIQUOR-LICENSED
15 DRUGSTORE LICENSES; AND

16 (E) ON OR AFTER JANUARY 1, 2037, AN UNLIMITED NUMBER OF
17 ADDITIONAL LIQUOR-LICENSED DRUGSTORE LICENSES.

18 (c) SUBSECTION (4)(b)(V) OF THIS SECTION DOES NOT APPLY TO A
19 LIQUOR-LICENSED DRUGSTORE LICENSEE THAT WAS LICENSED AS A
20 LIQUOR-LICENSED DRUGSTORE ON FEBRUARY 21, 2016, THAT CONVERTED
21 ITS LICENSE TO A RETAIL LIQUOR STORE LICENSE AFTER FEBRUARY 21,
22 2016, AND THAT APPLIED ON OR BEFORE MAY 1, 2017, TO CONVERT ITS
23 RETAIL LIQUOR STORE LICENSE BACK TO A LIQUOR-LICENSED DRUGSTORE
24 LICENSE.

25 (8) A PERSON LICENSED UNDER THIS SECTION THAT OBTAINS
26 ADDITIONAL LIQUOR-LICENSED DRUGSTORE LICENSES IN ACCORDANCE
27 WITH SUBSECTION (4)(b)(IV) OR (4)(b)(V) OF THIS SECTION MAY OPERATE

1 UNDER A SINGLE OR CONSOLIDATED CORPORATE ENTITY BUT SHALL NOT
2 COMINGLE PURCHASES OF OR CREDIT EXTENSIONS FOR PURCHASES OF
3 MALT, VINOUS, OR SPIRITUOUS LIQUORS FROM A WHOLESALE LICENSED
4 UNDER THIS ARTICLE 47 FOR MORE THAN ONE LICENSED PREMISES. A
5 WHOLESALE LICENSED UNDER THIS ARTICLE 47 SHALL NOT BASE THE
6 PRICE FOR THE MALT, VINOUS, OR SPIRITUOUS LIQUORS IT SELLS TO A
7 LIQUOR-LICENSED DRUGSTORE LICENSED UNDER THIS SECTION ON THE
8 TOTAL VOLUME OF MALT, VINOUS, OR SPIRITUOUS LIQUORS THAT THE
9 LICENSEE PURCHASES FOR MULTIPLE LICENSED PREMISES.

10 **SECTION 10.** In Colorado Revised Statutes, 12-47-601, **add**
11 (7.5)(c) as follows:
12
13 **12-47-601. Suspension - revocation - fines.** (7.5) (c) WHEN
14 IMPOSING A SUSPENSION OR FINE FOR A VIOLATION OF SECTION 12-47-901
15 (5)(a)(I), THE LICENSING AUTHORITY SHALL NOT TAKE INTO
16 CONSIDERATION ANY VIOLATION OF SECTION 12-47-901 (5)(a)(I) THAT
17 OCCURRED MORE THAN FIVE YEARS BEFORE THE DATE ON WHICH THE
18 VIOLATION FOR WHICH THE SUSPENSION OR FINE IS BEING IMPOSED
19 OCCURRED.

20 **SECTION 11.** In Colorado Revised Statutes, 12-47-901, **amend**
21 (1) introductory portion, (1)(f), (1)(h)(I), (1)(h)(II), (5)(c), (5)(k),
22 (5)(p)(I)(B), (5)(p)(II), (5)(p)(III), (9)(b), and (10); **add** (1)(h)(VII)
23 as follows:
24 **12-47-901. Unlawful acts - exceptions - definitions.** (1) Except
25 as provided in section 18-13-122, ~~C.R.S.~~ it is unlawful for any person:
26 (f) To sell at retail any malt, vinous, or spirituous liquors in sealed
27 containers without holding a retail liquor store or liquor-licensed

1 drugstore license, except as permitted by section 12-47-301 (6)(b) or any
2 other provision of this ~~article~~ ARTICLE 47, OR TO SELL AT RETAIL ANY
3 FERMENTED MALT BEVERAGES IN SEALED CONTAINERS WITHOUT HOLDING
4 A FERMENTED MALT BEVERAGE RETAILER'S LICENSE UNDER SECTIONS
5 12-46-104 (1)(c) AND 12-46-107 (1)(a);

6 (h) (I) To consume ANY FERMENTED MALT BEVERAGE OR malt,
7 vinous, or spirituous liquor:

8 (A) In any public place except on any licensed premises permitted
9 under this ~~article~~ ARTICLE 47 OR ARTICLE 46 OF THIS TITLE 12 to sell ~~such~~
10 ~~liquor~~ ANY FERMENTED MALT BEVERAGES OR MALT, VINOUS, OR
11 SPIRITUOUS LIQUORS by the drink for consumption ~~thereon; to consume~~
12 ~~any alcohol beverage~~ ON THE LICENSED PREMISES; ==

13 (B) Upon any premises licensed to sell ~~liquor~~ ALCOHOL
14 BEVERAGES for consumption on the licensed premises, the sale of which
15 is not authorized by the state licensing authority; ~~to consume alcohol~~
16 ~~beverages~~

17 (C) At any time on such premises other than ~~such~~ alcohol
18 ~~beverage as is~~ BEVERAGES purchased from ~~such~~ THE establishment; or to
19 ~~consume alcohol beverages~~

20 (D) In any public room on ~~such~~ THE LICENSED premises during
21 ~~such~~ hours ~~as~~ DURING WHICH the sale of ~~such~~ THE ALCOHOL beverage is
22 prohibited under this ~~article~~ ARTICLE 47.

23 (II) Notwithstanding ~~subparagraph (I) of this paragraph (h), it is~~
24 ~~not unlawful for~~ SUBSECTION (1)(h)(I) OF THIS SECTION, a person who is
25 at least twenty-one years of age ~~to~~ MAY consume ~~malt, vinous, or~~
26 ~~spirituous liquors~~ ALCOHOL BEVERAGES while the person is a passenger
27 aboard a luxury limousine or a charter bus, as those terms are defined in

1 section 40-10.1-301. ~~C.R.S.~~ Nothing in this ~~subparagraph (H)~~
2 SUBSECTION (1)(h)(II) authorizes an owner or operator of a luxury
3 limousine or charter bus to sell or distribute alcohol beverages without
4 obtaining a public transportation system license pursuant to section
5 12-47-419.
6 (VII) NOTWITHSTANDING SUBSECTION (1)(h)(I) OF THIS SECTION,
7 IT IS NOT UNLAWFUL FOR A PERSON WHO IS AT LEAST TWENTY-ONE YEARS
8 OF AGE TO CONSUME ANY FERMENTED MALT BEVERAGE OR MALT, VINOUS,
9 OR SPIRITUOUS LIQUOR IN ANY PUBLIC PLACE, OTHER THAN A PUBLIC RIGHT
10 OF WAY, WHERE CONSUMPTION OF THE FERMENTED MALT BEVERAGE OR
11 MALT, VINOUS, OR SPIRITUOUS LIQUOR HAS BEEN SPECIFICALLY
12 AUTHORIZED BY ORDINANCE, RESOLUTION, OR RULE ADOPTED BY A
13 MUNICIPALITY, CITY AND COUNTY, OR COUNTY OR, FOR PURPOSES OF
14 STATE PARKS, STATE WILDLIFE AREAS, OR OTHER PROPERTIES OPEN TO
15 RECREATION THAT ARE UNDER THE SUPERVISION OF THE PARKS AND
16 WILDLIFE COMMISSION CREATED IN ARTICLE 9 OF TITLE 33, BY THE PARKS
17 AND WILDLIFE COMMISSION.
18 (5) It is unlawful for any person licensed to sell at retail pursuant
19 to this article 47 or article 46 of this title 12:
20 (c) ~~Except as provided in section 18-13-122, C.R.S., To sell~~
21 fermented malt beverages:
22 (I) To any person under the age of twenty-one years, ~~or EXCEPT AS~~
23 PROVIDED IN SECTION 18-13-122;
24 (II) To any person between the hours of 12 midnight and 8 a.m.;
25 OR
26 (III) IN A SEALED CONTAINER ON CHRISTMAS DAY;
27 (k) (I) EXCEPT AS PROVIDED IN SUBSECTIONS (5)(k)(II), (5)(k)(IV),

1 AND (5)(k)(V) OF THIS SECTION, to have on the licensed premises, if
2 licensed as a retail liquor store, ~~or~~ liquor-licensed drugstore, OR
3 FERMENTED MALT BEVERAGE RETAILER, any container that shows
4 evidence of having once been opened or that contains a volume of liquor
5 less than that specified on the label of ~~such~~ THE container; ~~except that~~

6 (II) (A) A person holding a retail liquor store or liquor-licensed
7 drugstore license UNDER THIS ARTICLE 47 may have upon the licensed
8 premises malt, vinous, or spirituous liquors in open containers when the
9 open containers were brought on the licensed premises by and remain
10 solely in the possession of the sales personnel of a person licensed to sell
11 at wholesale pursuant to this ~~article~~ ARTICLE 47 for the purpose of
12 sampling malt, vinous, or spirituous liquors by the retail LIQUOR STORE OR
13 LIQUOR-LICENSED DRUGSTORE licensee only.

14 (B) A PERSON HOLDING A FERMENTED MALT BEVERAGE RETAILER'S
15 LICENSE UNDER SECTION 12-46-107 (1)(a) MAY HAVE UPON THE LICENSED
16 PREMISES FERMENTED MALT BEVERAGES IN OPEN CONTAINERS WHEN THE
17 OPEN CONTAINERS WERE BROUGHT ONTO THE LICENSED PREMISES BY AND
18 REMAIN SOLELY IN THE POSSESSION OF THE SALES PERSONNEL OF A PERSON
19 LICENSED TO SELL AT WHOLESALE PURSUANT TO ARTICLE 46 OF THIS TITLE
20 12 FOR THE PURPOSE OF SAMPLING FERMENTED MALT BEVERAGES BY THE
21 FERMENTED MALT BEVERAGE RETAILER LICENSEE ONLY.

22 (III) Nothing in this ~~paragraph (k) shall apply~~ SUBSECTION (5)(k)
23 APPLIES to any liquor-licensed drugstore where the contents, or a portion
24 ~~thereof~~ OF THE CONTENTS, have been used in compounding prescriptions.

25 ~~(H) (IV) Notwithstanding subparagraph (I) of this paragraph (k);~~
26 It ~~shall~~ IS not ~~be~~ unlawful for a retail liquor store or liquor-licensed
27 drugstore licensee to allow tastings to be conducted on ~~his or her~~ THE

1 licensed premises if authorization for the tastings has been granted
 2 pursuant to section 12-47-301.
 3 (V) A PERSON HOLDING A RETAIL LIQUOR STORE OR
 4 LIQUOR-LICENSED DRUGSTORE LICENSE UNDER THIS ARTICLE 47 OR A
 5 FERMENTED MALT BEVERAGE RETAILER'S LICENSE UNDER SECTION
 6 12-46-107 (1)(a) MAY HAVE UPON THE LICENSED PREMISES AN OPEN
 7 CONTAINER OF AN ALCOHOL BEVERAGE PRODUCT ⁼⁼ THAT THE LICENSEE
 8 DISCOVERS TO BE DAMAGED OR DEFECTIVE SO LONG AS THE LICENSEE
 9 MARKS THE PRODUCT AS DAMAGED OR FOR RETURN AND STORES THE OPEN
 10 CONTAINER OUTSIDE THE SALES AREA OF THE LICENSED PREMISES UNTIL
 11 THE LICENSEE IS ABLE TO RETURN THE PRODUCT TO THE WHOLESALE
 12 FROM WHOM THE PRODUCT WAS PURCHASED.
 13 (p) (I) (B) Except as provided in ~~subparagraph (H) of this~~
 14 ~~paragraph (p)~~ SUBSECTION (5)(p)(II) OF THIS SECTION, to employ a person
 15 who is at least eighteen years of age but under twenty-one years of age to
 16 sell or dispense malt, vinous, or spirituous liquors unless the employee is
 17 supervised by another person who is on the licensed premises and is at
 18 least twenty-one years of age; EXCEPT THAT THIS SUBSECTION (5)(p)(I)(B)
 19 DOES NOT APPLY TO A RETAIL LIQUOR STORE LICENSED UNDER SECTION
 20 12-47-407 OR A LIQUOR-LICENSED DRUGSTORE LICENSED UNDER SECTION
 21 12-47-408;
 22 (II) If licensed as a tavern under section 12-47-412 that does
 23 not regularly serve meals OR a lodging and entertainment facility under
 24 section 12-47-426 that does not regularly serve meals, ~~a retail liquor~~
 25 ~~store under section 12-47-407, or liquor-licensed drugstore under section~~
 26 ~~12-47-408;~~ to permit an employee who is under twenty-one years of
 27 age to sell malt, vinous, or spirituous liquors; or

1 (III) If licensed as a retail liquor store under section 12-47-407, ~~or~~
2 a liquor-licensed drugstore under section 12-47-408, OR A FERMENTED
3 MALT BEVERAGE RETAILER UNDER SECTION 12-46-107 (1)(a), to permit an
4 employee who is under twenty-one years of age to deliver ~~or otherwise~~
5 ~~have any contact with~~ malt, vinous, or spirituous liquors OR FERMENTED
6 MALT BEVERAGES offered for sale on, or sold and removed from, the
7 licensed premises of the retail liquor store, ~~or~~ liquor-licensed drugstore,
8 OR FERMENTED MALT BEVERAGE RETAILER.

9 (9)(b) This subsection (9) applies to persons licensed or permitted
10 to sell or serve alcohol beverages for consumption on the licensed
11 premises pursuant to section ~~12-46-107 (1)(b)~~, 12-47-403, 12-47-409,
12 12-47-410, 12-47-411, 12-47-412, 12-47-413, 12-47-414, 12-47-415,
13 12-47-416, 12-47-417, 12-47-418, 12-47-419, 12-47-420, 12-47-422,
14 12-47-424, or 12-47-426.

15 (10) (a) Except as provided in ~~paragraph (b) of this subsection~~
16 ~~(10)~~, it is unlawful for SUBSECTION (10)(b) OF THIS SECTION, a retail
17 licensee or an employee of a retail licensee ~~to~~ SHALL NOT sell malt,
18 vinous, or spirituous liquors OR FERMENTED MALT BEVERAGES to a
19 consumer for consumption off the licensed premises unless the retail
20 licensee or employee verifies that the consumer is at least twenty-one
21 years of age by requiring the consumer to present a valid identification,
22 as determined by the state licensing authority by rule. The retail licensee
23 or employee shall make a determination from the information presented
24 whether the purchaser is at least twenty-one years of age.

25 (b) It is not unlawful for a retail licensee or employee of a retail
26 licensee to sell malt, vinous, or spirituous liquors OR FERMENTED MALT
27 BEVERAGES to a consumer who is or reasonably appears to be over fifty

1 years of age and who failed to present an acceptable form of
2 identification.
3 (c) As used in this subsection (10), "retail licensee" means a
4 person licensed under section ~~12-46-104 (1)(c)~~ *12-46-107 (1)(a)*,
5 12-47-407, or 12-47-408.
6
7 **SECTION 12. Appropriation.** (1) For the 2018-19 state fiscal
8 year, \$91,092 is appropriated to the department of revenue. This
9 appropriation is from the liquor enforcement division and state licensing
10 authority cash fund created in section 24-35-401, C.R.S. To implement
11 this act, the department may use this appropriation as follows:
12 (a) \$65,506 for use by the liquor and tobacco enforcement
13 division for personal services, which amount is based on an assumption
14 that the division will require an additional 1.0 FTE;
15 (b) \$14,930 for use by the liquor and tobacco enforcement
16 division for operating expenses; and
17 (c) \$10,656 for the purchase of legal services.
18 (2) For the 2018-19 state fiscal year, \$10,656 is appropriated to
19 the department of law. This appropriation is from reappropriated funds
20 received from the department of revenue under subsection (1)(c) of this
21 section and is based on an assumption that the department of law will
22 require an additional 0.1 FTE. To implement this act, the department of
23 law may use this appropriation to provide legal services for the
24 department of revenue.
25 **SECTION 13. Effective date.** (1) Except as provided in
26 subsections (2) and (3) of this section, this act takes effect upon passage.
27 (2) Section 3 of this act; section 12-46-107 (4), (5), and (6),

1 as enacted in section 4 of this act; section 12-47-407 (2) and (3), as
2 amended in section 8 of this act; section 12-47-408 (2)(a)(II), (2)(a)(III),
3 and (3), as amended in section 9 of this act; section 12-47-408 (8), as
4 enacted in section 9 of this act; and section 11 of this act take effect
5 January 1, 2019.

6 (3) Section 12-47-301 (8), as amended in section 5 of this act,
7 takes effect July 1, 2019.

8 **SECTION 14. Safety clause.** The general assembly hereby finds,
9 determines, and declares that this act is necessary for the immediate
10 preservation of the public peace, health, and safety.

performing shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance.

17.10 Successors or Assigns. Except as otherwise specified in this Lease, the provisions contained in this Lease (including without limitation those applicable to the Demised Premises and the Development) shall run with the land and bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns. Any references in this Lease to Landlord and Tenant shall be deemed to include their respective successors and assigns.

17.11 Disputes. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other or any work to be performed by either of them under the provisions hereof, the party against whom the obligation to pay or to perform is asserted shall have the right to make payment or perform such work and pay the cost thereof "under protest," and such payment or performance shall not be regarded as a voluntary payment or performance and the right of said party to institute suit to recover the amount paid "under protest" shall survive. If it shall be adjudged or mutually agreed by Landlord and Tenant that there was no legal obligation on the part of said party to pay such sum or any part thereof or that said party was not legally obligated to perform, said party shall be entitled to recover the amount paid "under protest" or so much thereof as it was not legally required to pay under the provisions of this Lease, plus interest thereon at the Interest Rate, from the date on which such payment was made until the date on which reimbursement is received.

17.12 Entire Agreement; Representations. This Lease embodies the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Landlord and Tenant have neither made nor relied upon any promises, representations or warranties in connection with this Lease that are not expressly set forth in this Lease. In entering into this Lease, Landlord and Tenant have relied on the representations and warranties contained in this Lease.

17.13 Modification. Neither this Lease nor any of the Exhibits attached hereto (including, without limitation, the Site Plan) may be modified except by a written agreement signed by all of the parties. So long as Tenant is an affiliate of Whole Foods Market, Inc., only an officer of GBD Properties, Inc. is authorized to sign any modification to this Lease on behalf of Tenant.

17.14 No Broker. Landlord and Tenant represent and warrant that they have not dealt with any real estate agent or broker in connection with this transaction other than David Hicks Lampert ("Tenant's Broker") (whose commission shall be paid by Landlord pursuant to a separate written instrument), and each agrees to indemnify and save the other harmless from and against all liability, damage, loss, cost and expense incurred by reason of the indemnitor's breach of said representation, warranty and covenant. If Landlord fails to pay Tenant's Broker pursuant to the separate written agreement, and if such failure continues for fifteen (15) days following notice from Tenant to Landlord of such failure, then Tenant shall have the right, in its sole discretion, to elect to pay the sums owed by Landlord to Tenant's Broker and Tenant shall be entitled to deduct such sums from future rents due to Landlord, together with interest at the Interest Rate from the date such sums were paid by Tenant.

17.15 Proprietary Information. Landlord acknowledges that any proprietary material provided by Tenant and Tenant's trademarks and service marks are the sole property of Tenant, and Landlord shall have no rights thereto.

17.16 Liquor License. In the event that there is a change in the Laws applicable to beer and wine sales such that Tenant can legally sell beer and wine from the Demised Premises, Landlord and Tenant shall cooperate in obtaining and renewing Tenant's liquor license, such cooperation to include, if required by Law to enable Tenant to obtain or renew such license, the qualification of Landlord as a licensee. In the event Landlord fails to take any actions required of it to so cooperate with Tenant within five (5) business days following Landlord's receipt of a written request to do so from Tenant, then Tenant shall be entitled to one and one-half (1.5) days of free Base Rent for each day starting on the expiration of such five (5) business day period until Landlord take the actions required of it to so cooperate with Tenant.

17.17 Hazardous Substances.

(a) LANDLORD INDEMNITY.

(i) LANDLORD REPRESENTS AND WARRANTS THAT IT HAS NEVER PLACED, GENERATED, STORED, HANDLED OR DISPOSED OF ANY HAZARDOUS SUBSTANCE IN OR ABOUT THE DEMISED PREMISES. LANDLORD FURTHER REPRESENTS, TO THE BEST OF ITS KNOWLEDGE, THAT LANDLORD IS NOT AWARE OF THE EXISTENCE, GENERATION, STORAGE, HANDLING OR DISPOSAL OF ANY HAZARDOUS SUBSTANCE IN OR UPON THE DEMISED PREMISES AT ANY TIME.

(ii) LANDLORD SHALL INDEMNIFY AND HOLD TENANT AND SUBTENANT HARMLESS FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, ENFORCEMENT ACTIONS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF (A) ANY HAZARDOUS SUBSTANCE IN EXISTENCE IN OR UPON THE DEMISED PREMISES PRIOR TO THE DATE THAT LANDLORD TENDERS POSSESSION OF THE DEMISED PREMISES TO TENANT, (B) ANY HAZARDOUS SUBSTANCE CURRENTLY OR IN THE FUTURE LOCATED IN, ON, OR UPON THE DEMISED PREMISES OR THE REMAINDER OF THE DEVELOPMENT WHICH WAS NOT INTRODUCED BY TENANT OR TENANT'S AGENTS, EMPLOYEES, OR INVITEES, OR BY SUBTENANT OR SUBTENANT'S AGENTS, EMPLOYEES, OR INVITEES, AND (C) THE PLACEMENT BY LANDLORD OF HAZARDOUS SUBSTANCES IN OR UPON THE DEMISED PREMISES.

(iii) IN ADDITION, LANDLORD HEREBY COVENANTS AND AGREES THAT IN THE EVENT ANY HAZARDOUS SUBSTANCE IS IN THE FUTURE LOCATED IN, ON OR UPON THE DEMISED PREMISES AND SUCH HAZARDOUS SUBSTANCE WAS NOT INTRODUCED BY TENANT OR TENANT'S AGENTS, EMPLOYEES OR INVITEES, OR BY SUBTENANT OR SUBTENANT'S AGENTS, EMPLOYEES, OR INVITEES, LANDLORD SHALL PROMPTLY REMOVE AND/OR REMEDIATE SUCH HAZARDOUS SUBSTANCE TO THE FULL EXTENT REQUIRED BY APPLICABLE LAW. IF NO LAW REQUIRES REMEDIATION OF SUCH HAZARDOUS

SUBSTANCES BUT THE PRESENCE OF SUCH HAZARDOUS SUBSTANCES INTERFERES WITH TENANT'S OR SUBTENANT'S OPERATION OF ITS BUSINESS, LANDLORD SHALL, AT TENANT'S OR SUBTENANT'S REQUEST, PERFORM REMEDIATION TO THE EXTENT NECESSARY TO ELIMINATE SAID BUSINESS INTERFERENCE.

(b) TENANT INDEMNITY. TENANT AGREES NOT TO (AND AGREES THAT THE SUBLEASE SHALL REQUIRE SUBTENANT NOT TO) GENERATE, STORE, HANDLE OR DISPOSE OF ANY HAZARDOUS SUBSTANCE IN OR UPON THE DEMISED PREMISES OR THE DEVELOPMENT DURING THE DEMISED TERM OF THE LEASE, EXCEPT IN A MANNER CONSISTENT WITH ALL STANDARDS AND REGULATIONS FOR THE SAFE USE OF SUCH HAZARDOUS SUBSTANCE PROMULGATED BY GOVERNMENTAL AGENCIES HAVING JURISDICTION. TENANT SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, ENFORCEMENT ACTIONS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF THE BREACH OF THIS SECTION 17.17 BY TENANT.

17.18 Date of Lease. All references to the "date of this Lease," the "date hereof," the "date upon which this Lease is fully executed" and the like shall be deemed to be the effective date of this Lease specified on page 1 hereof.

17.19 No Offer. The mailing, delivery or negotiation of this Lease shall not be deemed an offer to enter into any transaction or to enter into any relationship, whether on the terms contained herein or on any other terms. Neither party will be bound by this Lease nor shall either party have any obligations or liabilities or any rights hereunder or with respect to the Demised Premises unless and until both Landlord and Tenant have duly executed and delivered at least facsimile counterparts (e.g., pdf copies delivered by e-mail) of original signature versions of this Lease to each other in compliance with Section 17.27 below.

17.20 Time of Essence. Time is of the essence of this Lease and the performance of the respective obligations of Landlord and Tenant hereunder including, without limitation, the delivery of notices hereunder.

17.21 Tenant's Representations. In order to induce Landlord to enter into this Lease, Tenant represents and warrants that Tenant has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein, with no other person needing to join in the execution hereof in order for this Lease to be binding on Tenant.

17.22 Landlord's Representations. In order to induce Tenant to enter into this Lease, Landlord represents and warrants that Landlord has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein, with no other person needing to join in the execution hereof in order for this Lease to be binding on Landlord.

17.23 No Public Disclosure. Until such time as Tenant has made public the existence of this Lease as part of its quarterly announcements to investors, Landlord shall not disclose the existence of this Lease to any third parties other than Landlord's attorneys, accountants, brokers, and other bona fide consultants or advisers and prospective bona fide lenders on the Development. Further, in no event (whether before or after Tenant discloses the existence of this Lease) shall Landlord disclose any terms or conditions of this Lease or give a copy of this Lease to any third party, or release to any third party any nonpublic financial information or nonpublic information about this Lease or Tenant's ownership structure that Tenant gives Landlord, except: (a) if required by Law or in any judicial proceeding, provided that Landlord has given Tenant reasonable notice of such requirement, if feasible; or (b) to Landlord's attorneys, accountants, brokers, and other bona fide consultants or advisers and prospective bona fide lenders on the Development and potential purchasers of and/or investors in the Demised Premises or any additional property of which the Demised Premises is a part. Landlord shall require any party to which Landlord provides information regarding this Lease as permitted by this Section 17.23 to maintain the confidentiality of such information as required by this Section 17.23. If Landlord breaches the provisions of this Section 17.23, then in addition to any and all other remedies at law and in equity to which Tenant may be entitled as a result of such breach, Tenant shall be entitled to one (1) month of free Base Rent from and after the Rent Commencement Date. Notwithstanding the foregoing, in order to attempt to satisfy the conditions set forth in Sections 16.1 and 16.4, Landlord needs to disclose this Lease and its terms to the Town of Frisco, and the Town of Frisco needs to be able to disclose the same to its constituents and citizens. Therefore, notwithstanding anything in this Section 17.23, Landlord may disclose this Lease and its terms to the Town of Frisco with no limitations upon to whom the Town of Frisco may subsequently disclose this Lease and its terms.

17.24 Survival of Obligations. The obligation to pay any sums due to either party from the other that by the terms herein would not be payable, or are incapable of calculation, until after the expiration or sooner termination of this Lease shall survive and remain a continuing obligation until paid. All indemnity obligations under this Lease shall survive the expiration or earlier termination of this Lease. If any offset or credit against Rent to which Tenant is entitled hereunder is insufficient to reimburse Tenant in full, taking into account the then remaining number of installments of Rent due and payable by Tenant hereunder, then within one (1) month after the expiration or termination of the Demised Term, Landlord shall pay Tenant for such deficiency, subject to any outstanding monetary obligations of Tenant. Such obligation shall survive the expiration or sooner termination of this Lease.

17.25 Definition of "Month". Whenever in this Lease a deadline or other period of time is determined by measuring one or more months from a particular date (the "Reference Date"), the applicable deadline or ending of such other period of time shall be the date in the ending month that corresponds to the Reference Date. For example, if a deadline is to be two (2) months from a particular Reference Date and the Reference Date is August 6, the deadline would be October 6. If the ending month does not have such a corresponding date, the deadline for ending of the period shall be the date in the ending month that is the last day of the ending month (for example, if the deadline is one month from a Reference Date of May 31, such deadline will be June 30).

17.26 Waiver of Jury Trial. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LANDLORD OR TENANT AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE OR THE DEMISED PREMISES.

17.27 Counterpart Execution. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any PDF or facsimile transmittal of original signature versions of this Lease shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. The parties also agree to promptly exchange counterparts with original signatures.

17.28 Guarantee of Tenant's Obligations. The obligations of Tenant hereunder (and the obligations of Subtenant under any New Lease entered into between Landlord and Subtenant pursuant to Section 14.1(d) above) shall be unconditionally guaranteed by Tenant's parent company, Whole Foods Market, Inc. ("Guarantor"), as more particularly described in the Guaranty attached hereto as Exhibit B. Any default under the Guaranty, the Guarantor failing to admit upon request that the Guaranty is in full force and effect, or a bankruptcy being filed by or against the Guarantor which is not dismissed within ninety (90) days of filing shall be an Event of Default hereunder.

17.29 CPI. As used in this Lease, the term "CPI" shall mean the Consumer Price Index for All Urban Consumers (1982 - 1984 = 100), U.S. City Average - All Items published by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"). In the event that (i) the Bureau ceases to use the 1982-84, average of 100 as the basis of calculation and the Bureau does not recalculate the then applicable CPI number for all years including 1982-84, or (ii) Landlord and Tenant mutually agree in writing that the CPI does not accurately reflect the purchasing power of the dollar, or (iii) the CPI shall be discontinued for any reason, then the parties shall thereafter accept and use such other CPI or comparable statistics on the cost of living for the United States as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority selected by Landlord and Tenant. In the event of the use of comparable statistics of the CPI as above mentioned, there shall be made in the method of computation provided for, such revisions as the circumstances may require to carry out the intent of the parties as set forth herein.

LANDLORD
SIGNATURE PAGE TO LEASE BETWEEN
BRYNN GREY X, LLC
AND
WHOLE FOODS MARKET LUSHER COURT FRISCO CO, LLC
(Frisco, Colorado)

LANDLORD:

BRYNN GREY X, LLC

By: 

Name: DAVID G O'NEIL

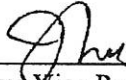
Title: MANAGER

TENANT
SIGNATURE PAGE TO LEASE BETWEEN
BRYNN GREY X, LLC
AND
WHOLE FOODS MARKET LUSHER COURT FRISCO CO, LLC
(Frisco, Colorado)

TENANT:

WHOLE FOODS MARKET LUSHER COURT
FRISCO CO, LLC

By: GBD Properties, Inc.,
a Delaware corporation, its sole member

By: 
James Sud, Executive Vice President

FIRST AMENDMENT TO LEASE

(Frisco, Colorado)

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made as of April 11, 2013, by and between BRYNN GREY X, LLC, a Colorado limited liability company ("Landlord"), and WHOLE FOODS MARKET LUSHER COURT FRISCO CO, LLC, a Delaware limited liability company ("Tenant").

RECITALS:

A. Landlord and Tenant are all of the parties to that certain Lease dated effective January 23, 2012 (the "Lease"), pertaining to premises (the "Demised Premises") BASECAMP Center, located on Lusher Court in Frisco, Colorado and more particularly described in the Lease.

B. Landlord and Tenant desire to amend the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein by this reference.
2. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the same meanings given to such terms in the Lease.
3. Tenant's Buildout Period. Section 1.4(hhhh) of the Lease is hereby amended and restated in its entirety as follows:

"(hhhh) "Tenant's Buildout Period" means fifteen (15) months following the later to occur of the Landlord Phase I Work Completion Date and the Earliest Possible Landlord Phase I Work Completion Date."

4. Temporary Office Trailer. Section 2.5 of the Lease is hereby amended and restated in its entirety as follows:

"2.5 Temporary Office Trailer. Subject to Town Approval, for the period commencing fifteen (15) months prior to the date Tenant anticipates opening for business in the Demised Premises (as determined by Tenant) and ending when Tenant (or Subtenant) opens for business in the Demised Premises, Tenant shall have the right to park a trailer in a location within the Adjacent Parking Area selected by Tenant and to use adequate parking in the Development for Tenant's employees working in such trailer without charge for use by Tenant in the conduct of its pre-opening operations."

5. Rent Commencement Date. Section 5.1(a) of the Lease is hereby amended and restated in its entirety as follows:

"(a) Determination of Rent Commencement Date. Subject to the terms and conditions contained herein, this Lease shall be effective on the date hereof, but the Demised Term shall not commence until the earlier of the following dates (the "Rent Commencement Date"):

(i) the date on which Tenant (or Subtenant) opens the Demised Premises for business with the public; or

(ii) the date (the "Calculated Date") which is fifteen (15) months following the later to occur of the following dates:

(A) the Landlord Phase I Work Completion Date, and

(B) the Earliest Possible Landlord Phase I Work Completion Date.

Notwithstanding the foregoing, however, if the Calculated Date falls on or after November 1 and on or before January 31 of any year, then the Calculated Date shall be deemed to be the next ensuing February 1."

6. Tenant's Conditions (Summit Boulevard Sign Approval). The deadline for satisfying the condition set forth in Section 16.1(f) of the Lease is hereby extended to September 1, 2013.

7. Ratification. Except as amended hereby, the Lease is ratified and confirmed in its entirety.

8. Conflict. In the event of any conflict between the terms and provisions of the Lease and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.


9. Counterpart Execution. Any facsimile transmittal of original signature versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. The parties also agree to promptly exchange counterparts with original signatures.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LANDLORD:


BRYNN GREY X, LLC

By:  Digitally signed by David O'Neil
Date: 2013.04.18 12:02:16
+06'00'
Name: David G. O'Neil
Title: Manager

TENANT:

WHOLE FOODS MARKET LUSHER COURT
FRISCO CO, LLC

By: GBD Properties, Inc.,
a Delaware corporation, its sole member

By: 
James Sud, Executive Vice President

SECOND AMENDMENT TO LEASE

(Frisco, Colorado)

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made as of June 28, 2013, by and between BRYNN GREY X, LLC, a Colorado limited liability company ("Landlord"), and WHOLE FOODS MARKET LUSHER COURT FRISCO CO, LLC, a Delaware limited liability company ("Tenant").

RECITALS:

A. Landlord and Tenant are all of the parties to that certain Lease dated effective January 23, 2012 as amended by the First Amendment to Lease dated April 11, 2013 (as amended, the "WFM Lease"), pertaining to premises in the BASECAMP Center, located on Lusher Court in Frisco, Colorado and more particularly described in the WFM Lease.

B. Landlord and Basecamp Holdings II, LLC, a Colorado limited liability company ("Basecamp II") are parties to a ground lease dated June 3, 2013 for the land described in the WFM Lease as the "Gateway Building Site".

C. Basecamp II and Rio Grande Mexican Restaurants, Inc., a Colorado corporation ("Rio") are parties to a sublease dated May 31, 2013 (the "Rio Lease") for 3/5ths of the Gateway Building (as defined in the WFM Lease).

D. Landlord and Tenant desire to amend the WFM Lease to address various provisions in the Rio Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the same meanings given to such terms in the WFM Lease.

2. Size of Gateway Building. The WFM Lease provides that the Rentable Area of the Gateway Building is to consist of 4,400 square feet. The Rio Lease provides that the Rentable Area of the Gateway Building is to consist of 5,000 square feet. Tenant agrees that the Gateway Building may have a Rentable Area of 5,000 square feet. Landlord agrees that the 600 square feet difference between what the WFM Lease and the Rio Lease provide for the Rentable Area of the Gateway Building will be made up for by a decrease in the allowable Rentable Area of the Transit Building, the Major Retail Tenant Building, or a combination of those two buildings.

3. Sales for Off-Site Consumption. The Rio Lease provides that provided that Tenant approves and provided that Rio's gross income from the following uses collectively represent less than 5% of Rio's gross income, Rio's permitted use includes "to go" service, banquets, catering and outdoor events. Tenant agrees that such uses, provided that they collectively represent less than 5% of Rio's gross income from the Gateway Building, shall not constitute a violation of Tenant's exclusive uses set forth in 7.1(b) of the WFM Lease.

4. To-Go Parking Spaces. The Rio Lease provides that subject to the approval of Tenant, Rio shall have five reserved parking spaces adjacent to the Gateway Building for "to go" customers, the location of such spaces shown on Exhibit A attached hereto. Tenant approves of such provision and agrees that such exclusive parking rights shall not be a violation of the WFM Lease.

5. Approvals Not to Extend to Subtenants or Assignees. The Tenant approvals set forth in paragraphs 3 and 4 above are given by Tenant due to the unique and beneficial nature of Rio's business. Such approvals shall not apply to any assignee or subtenant of Rio nor shall they apply to any other tenant of Basecamp II or Landlord that is not operating a restaurant under the trade name of Rio Grande Mexican Restaurant.

6. Conflict. In the event of any conflict between the terms and provisions of the WFM Lease and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

7. Counterpart Execution. Any facsimile transmittal of original signature versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. The parties also agree to promptly exchange counterparts with original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LANDLORD:

BRYNN GREY X, LLC

By: _____

Name: _____

Title: _____

TENANT:

WHOLE FOODS MARKET LUSHER COURT
FRISCO CO, LLC

By: GBD Properties, Inc.,
a Delaware corporation, its sole member

By: _____

James Sud, Executive Vice President

THIRD AMENDMENT TO LEASE

(Frisco, Colorado)

THIS THIRD AMENDMENT TO LEASE (this "Amendment") is made as of May 12, 2014, by and between BRYNN GREY X, LLC, a Colorado limited liability company ("Landlord"), and WHOLE FOODS MARKET LUSHER COURT FRISCO CO, LLC, a Delaware limited liability company ("Tenant").

RECITALS:

A. Landlord and Tenant are all of the parties to that certain Lease dated effective January 23, 2012 as amended by the First Amendment to Lease dated April 11, 2013 and Second Amendment to Lease dated June 28, 2013 (as amended, the "WFM Lease"), pertaining to premises in the BASECAMP Center, located on Lusher Court in Frisco, Colorado and more particularly described in the WFM Lease.

B. Landlord and Basecamp Holdings I, LLC, a Colorado limited liability company ("Basecamp I") are parties to a ground lease dated June 3, 2013 for the land described in the WFM Lease as the "Adjacent In Line Building Site".

C. Basecamp I and SSI Venture LLC, a Colorado limited liability company ("SSV") are parties to a sublease dated October 25, 2013 (the "SSV Lease") for approximately 10,000 square feet of space in the Adjacent In Line Building (as defined in the WFM Lease).

D. Landlord and Tenant desire to amend the WFM Lease to address the size of the Adjacent In Line Building and the tent sale provisions in the SSV Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the same meanings given to such terms in the WFM Lease.

2. Size of Adjacent In Line Building. The WFM Lease provides that the Rentable Area of the Adjacent In Line Building shall not exceed 15,000 square feet. Tenant agrees that the actual Rentable Area of the Adjacent In Line Building may be 15,177 square feet. Landlord agrees that the 177 square feet difference between what the WFM Lease provides for the Rentable Area of the Adjacent In Line Building and the actual area will be made up for by a decrease in the allowable Rentable Area of the Transit Building, the Major Tenant Building, or a combination of those two buildings.

3. Tent Sales. The WFM Lease provides that subject to certain exceptions, Landlord shall not permit the use of the No Build Area for sales of merchandise or services. Conditional upon the approval of Tenant, the SSV Lease contains a provision allowing SSV to conduct tent sales in a portion of the No Build Area for two nine day periods during "Mud Season" on the conditions and in the location as set forth on Exhibit A hereto (the "Tent Sale Provision"). Tenant approves the Tent Sale Provision and agrees that the grant of permission for the use of

the portion of the No Build Area by SSV according to the Tent Sale Provision will not be a violation of the WFM Lease. Notwithstanding the foregoing, however, if Tenant determines that tent sales being conducted by SSV in the location shown on Exhibit A are disrupting Tenant's business in the Demised Premises, SSV shall not be allowed to continue to conduct tent sales in the location shown on Exhibit A, and Landlord shall require SSV to change the location for tent sales to a location that is mutually acceptable to Tenant, Landlord and SSV.

4. Approval Not to Extend to Subtenants or Assignees. The Tenant approval set forth in paragraph 3 above is given by Tenant due to the unique and beneficial nature of SSV's business. Such approval only applies to SSV, its affiliates and any other party for whom consent to transfer the SSV Lease would not be required under the SSV Lease. Such approval shall not apply to any other tenant of Basecamp I or Landlord that is not operating a retail store for the sale of outdoor sporting goods, ski, and mountain sports equipment and related accessory sales under a trade name owned by SSV, its affiliates, or a party to whom SSV may transfer the SSV Lease without the consent of Basecamp I.

5. Conflict. In the event of any conflict between the terms and provisions of the WFM Lease and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

6. Counterpart Execution. Any facsimile transmittal of original signature versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. The parties also agree to promptly exchange counterparts with original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LANDLORD:

BRYNN GREY X, LLC

By: _____

Name: _____

Title: _____

TENANT:

WHOLE FOODS MARKET LUSHER COURT
FRISCO CO, LLC

By: GBD Properties, Inc.,
a Delaware corporation, its sole member

By: _____

James Sud, Executive Vice President

Exhibit A

(Tent Sale Provision)

22. Tent Sales. Landlord hereby grants Tenant the right to use that portion of the parking area in the Shopping Center immediately in front of the Leased Premises, as more specifically depicted in Exhibit C, to have a tent sale up to two (2) times each Lease Year, once during the period from the Monday after Easter until June 15th and then once during the period from August 15th through the Tuesday before Labor Day (collectively referred to as "*Mud Season*") and such other times as Landlord may approve in its sole discretion. Each sale shall last no more than two weekends and the week in between the two weekends. The tent may be installed no more than four (4) days prior to commencement of the sale and shall be removed no later than two (2) days after the end of the sale provided that in the case of the tent sale prior to Labor Day, the tent shall be removed no later than the Tuesday before Labor Day. Notwithstanding, installation, removal and sales shall occur only during Mud Season and no installation, removal or sale shall occur outside of Mud Season. Tenant shall take all necessary measures, as determined by Landlord in its reasonable discretion, to minimize the negative impact of tent sales on the other tenants of the Center and their customers and to ensure proper pedestrian separation and protection from Lusher Court and other Center traffic. Tenant will give Landlord at least ten (10) days prior notice of the commencement date of each tent sale. Tenant shall pay any increase in any liability or property insurance on the Common Area resulting from any tent sale. Tenant shall comply with all governmental regulations and rules with respect to the use granted in this Section. Tenant shall surrender the area used for the tent sale in the condition it was in immediately prior to the tent sale and pay all expenses related to the tent sale, including but not limited to any cleaning, repair, or maintenance of the area used for the tent sale and any landscaping or other area impacted by the tent sale. Under no circumstances shall Tenant make any alterations, improvements or renovations of the area to be used for the tent sales. Tenant shall be responsible for any and all claims, damages or liabilities by reason of or related to the tent sale and shall defend, hold harmless, and indemnify Landlord from all such claims, damages or liabilities. All receipts from sales at each tent sale shall be included in Gross Sales for purposes of calculating Percentage Rent. The rights of Tenant under this Section 22 are personal to SSI Venture LLC and its affiliates and may not be transferred to any other party for whom consent to transfer the Lease would be required. Without limiting the generality of the foregoing, in the event of an assignment of the Lease (other than to an affiliate of SSI Venture LLC or an Intrafamily Assignee under Section 13), Tenant's rights in Section 22 shall no longer be in effect. All of Tenant's obligations with regard to Hazardous Substances (as set forth in Section 5(c) of the Lease Addendum and elsewhere in the Lease) shall apply to the area used by Tenant for tent sales. This Section 22 shall be conditional upon Whole Foods Market and Rio Grande Mexican Restaurant approval, within thirty (30) days after the mutual execution of the Lease Agreement. In the event Landlord fails to obtain approval within such time period, Tenant may within 20 days after the expiration of such 30 day period, elect upon ten (10) days written notice to terminate the Lease. Absent such timely election to terminate, the Lease shall continue in full force and effect.

FOURTH AMENDMENT TO LEASE

(Frisco, Colorado)

THIS FOURTH AMENDMENT TO LEASE (this "Amendment") is made as of October 30, 2014, by and between BRYNN GREY X, LLC, a Colorado limited liability company ("Landlord"), and WHOLE FOODS MARKET LUSHER COURT FRISCO CO, LLC, a Delaware limited liability company ("Tenant").

RECITALS:

A. Landlord and Tenant are all of the parties to that certain Lease dated effective January 23, 2012 as amended by the First Amendment to Lease dated April 11, 2013, Second Amendment to Lease dated June 28, 2013 ("Second Amendment"), Third Amendment to Lease dated May 12, 2014 (the "Third Amendment"), and Commencement and Termination Date Agreement dated August 6, 2014 (as so amended, the "WFM Lease"), pertaining to premises in the BASECAMP Center, located on Lusher Court in Frisco, Colorado and more particularly described in the WFM Lease.

B. Landlord and Tenant desire to further amend the WFM Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the same meanings given to such terms in the WFM Lease.

2. Size of Gateway Building. The Second Amendment provides that the Rentable Area of the Gateway Building shall not exceed 5,000 square feet. Landlord and Tenant agree that the actual Rentable Area of the Gateway Building is currently 5,414 square feet (the "Current Gateway Rentable Area"). In addition, Landlord may build up to 600 square feet for an enclosed patio on the South side of the Gateway Building (facing the Transit Center Building) and up to 250 square feet on the east side of the exterior of the Gateway Building for additional space (the "Future Gateway Alterations"). (The 414 square foot difference between what the Second Amendment provides for the Rentable Area of the Gateway Building and the Current Gateway Rentable Area, together with any areas that count toward Rentable Area as a result of the Future Gateway Alterations, is referred to as the "Excess Gateway Area"). The WFM Lease is hereby amended to allow the Excess Gateway Area. Landlord agrees that the Excess Gateway Area will be made up for by a decrease in the allowable Rentable Area of the Major Retail Tenant Building that is equal to the Excess Gateway Area.

3. Outdoor Seating Plan. Landlord and Tenant approve the Seating Plan attached hereto as Exhibit A to this Amendment (the "Seating Plan"). Tenant shall be responsible for maintenance of the outdoor seating area as shown on the Seating Plan (the "Seating Area") and for snow removal from the Seating Area and shall stack the snow so removed in the place indicated for such stacking on the Seating Plan.

4. Approvals Relating to Wine and Spirits Lease. Landlord and Basecamp Wine & Spirits, a Colorado limited liability company ("W & S") entered into a lease for space in the Adjacent In Line Building dated July 22, 2014 (the "W & S Lease"). The W & S Lease provides that subject to the approval of Tenant, W & S shall have five exclusive parking spaces as close as possible to the Adjacent In Line Building, one of which shall be for W & S's delivery truck. So long as such parking spaces are outside the Adjacent Parking Area, Tenant approves such provisions and agrees that such exclusive parking spaces combined with exclusive parking spaces given under the Rio Lease, shall not be a violation of the WFM Lease.

5. Approval of Brew Pub for Major Retail Tenant Building. Notwithstanding Section 7.1(b) or any other provision of the WFM Lease, Landlord may lease up to 4,000 square feet of Rentable Area in the Major Retail Tenant Building for use as a restaurant/brew pub, but only so long as (a) the restaurant/brew pub is located on the eastern side of the Major Retail Tenant Building, and (b) the entrance faces the parking area located on the east side of the Major Retail Tenant Building.

6. Pylon Sign within Development. Landlord and Tenant acknowledge that currently applicable Law only permits one pylon sign for the Development. There is currently a pylon sign at the corner of Summit Boulevard and Lusher Court as required by Section 6.7(c) of the WFM Lease and accordingly, applicable Law does not permit a another pylon sign within the Development as required by Section 6.7(b) of the WFM Lease. Landlord is excused from erecting the pylon sign required by Section 6.7(b) of the WFM Lease.

7. Parking Lot Lighting. Section 4.5 b.i. of Exhibit E to the WFM Lease requires Landlord to install, *subject to Town Approval*, exterior lighting providing illumination no less than an average of five (5) foot candles at 3' AFF. However, current Law does not permit Town Approval of such lighting. Accordingly, instead of installing such lighting, Landlord installed an exterior lighting system which creates an average of 1.99 foot candles at grade (the "Actual Exterior Lighting") which is just under the maximum brightness allowed by current Law. Landlord and Tenant agree that the Actual Exterior Lighting is sufficient and satisfies the requirements of Section 4.5 b.i. of Exhibit E to the WFM Lease.

8. Impact Fees. Landlord and Tenant acknowledge and agree that (i) Landlord has satisfied the requirements of the last paragraph of Section 4.3 of Exhibit E to the WFM Lease as to the core and shell of the Demised Premises and (ii) Landlord has contributed \$45,238.17 toward additional impact fees in connection with tenant improvements based upon the number of fixtures and seating which the parties agree satisfies Landlord's obligations under the last paragraph of Section 4.3 of Exhibit E to the WFM Lease (to the extent, if any, that such section applies to such tenant improvements). In the future, should Tenant expand, improve or alter its Building, Tenant shall be responsible for all impact fees, tap-in fees, hook-up fees, and connection fees that may be charged in connection with such expansion, improvements or alterations.

9. Rentable Area of the Development. Retroactive to the Rent Commencement Date, the term "Rentable Area of the Development" shall mean the sum of the Rentable Areas of the Whole Foods Market Building, the Adjacent In Line Building, and the Gateway Building. To the extent the Transit Building and/or the Major Retail Tenant Building are constructed in the

Development, the Rentable Areas of the Transit Building and the Major Retail Tenant Building, to the extent constructed, shall be included in the Rentable Area of the Development upon issuance of a core and shell certificate of occupancy.

10. Approval of Rio Sublease. Tenant approves the sublease between Rio Grande Mexican Restaurants, Inc. and Rio Frisco, L.L.C, a Colorado limited liability company ("Rio Frisco") and agrees that notwithstanding Section 5 of the Second Amendment, the provisions and approvals contained in Sections 3 and 4 of the Second Amendment shall apply to Rio Frisco.

11. Restatement of Building Rentable Area Limitation for Major Retail Building. In the Second Amendment, the parties agreed that the Rentable Area of the Gateway Building would be increased to 5,000 square feet from 4,400 square feet and that the 600 square foot difference would be made up by a decrease in the allowable Rentable Area of the Transit Building, the Major Retail Building, or a combination of the two buildings. The parties now agree that the said 600 square foot difference will be made up solely by a decrease in the allowable Rentable Area of the Major Retail Building. In the Third Amendment, the parties agreed that the allowable Rentable Area of the Adjacent In Line Building would be increased to 15,177 square feet from 15,000 square feet and that the 177 square foot difference would be made up by a decrease in the allowable Rentable Area of the Transit Building, the Major Retail Building, or a combination of those two buildings. The parties now agree that the said 177 square foot difference will be made up solely by a decrease in the allowable Rentable Area of the Major Retail Building. In Section 2 of this Amendment, the parties agreed that the Excess Gateway Area will be made up for by a decrease equal to the Excess Gateway Area in the allowable Rentable Area of the Major Tenant Building. Accordingly, the allowable Rentable Area of the Major Retail Building is now limited to 34,223 square feet (35,000 square feet, less 600 square feet, less 177 square feet), less the Excess Gateway Area.

12. Conflict. In the event of any conflict between the terms and provisions of the WFM Lease and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.


13. Counterpart Execution. Any facsimile transmittal of original signature versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. The parties also agree to promptly exchange counterparts with original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LANDLORD:

BRYNN GREY X. LLC

By:  David O'Neil
2014.10.29 15:32:48 -06'00'
Name: David G. O'Neil
Title: Manager

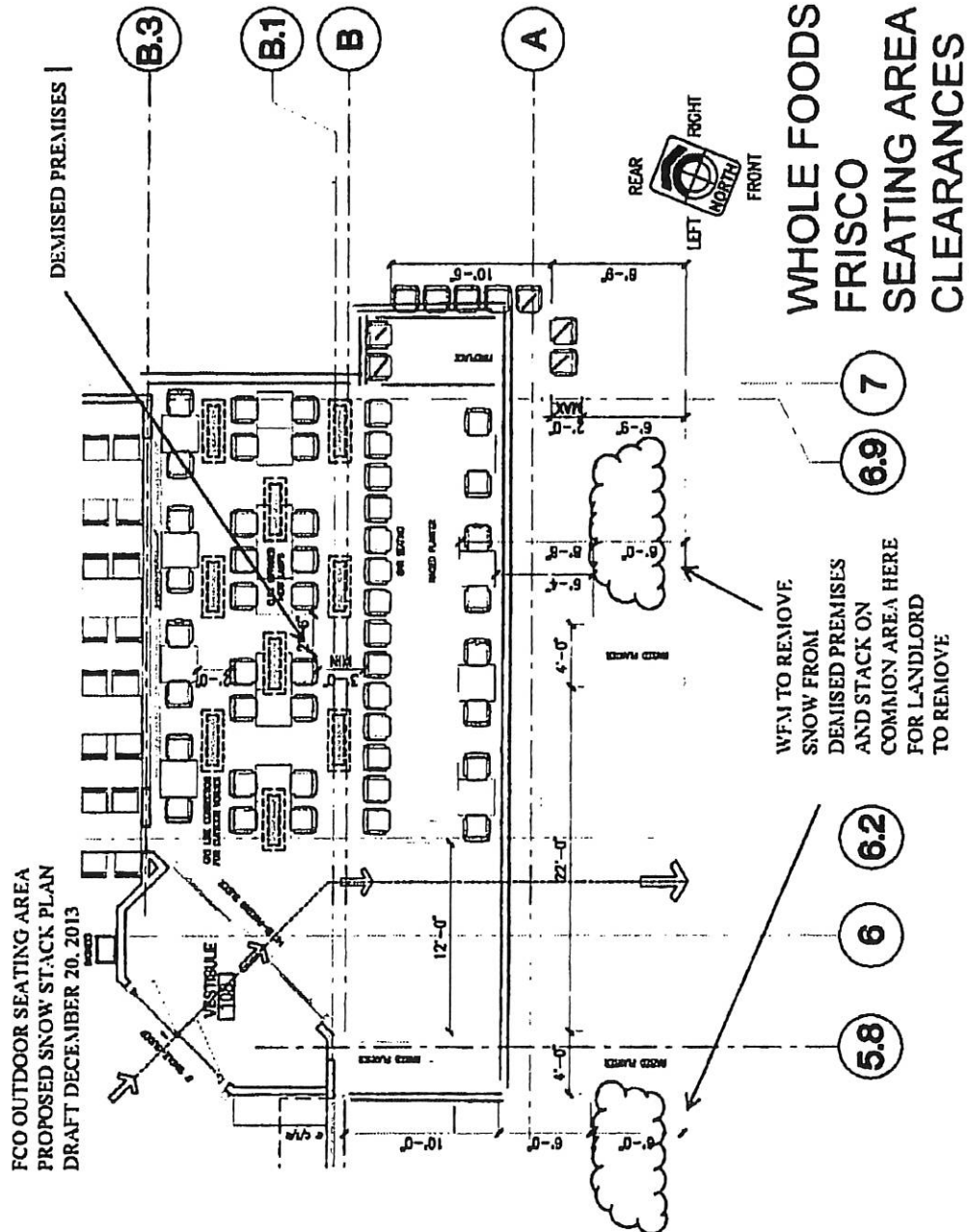
TENANT:

WHOLE FOODS MARKET LUSHER COURT
FRISCO CO, LLC

By: GBD Properties, Inc.,
a Delaware corporation, its sole member

By: 
James Sud, Executive Vice President

Exhibit A
(Seating Plan)



FIFTH AMENDMENT TO LEASE

(Frisco, Colorado)

THIS FIFTH AMENDMENT TO LEASE (this "Amendment") is made as of June 20, 2016, by and between BRYNN GREY X, LLC, a Colorado limited liability company ("Landlord"), and WHOLE FOODS MARKET LUSHER COURT FRISCO CO, LLC, a Delaware limited liability company ("Tenant").

RECITALS:

A. Landlord and Tenant are all of the parties to that certain Lease dated effective January 23, 2012 as amended by the First Amendment to Lease dated April 11, 2013, Second Amendment to Lease dated June 28, 2013, Third Amendment to Lease dated May 12, 2014, and the Fourth Amendment to Lease dated October 30, 2014 (as so amended, the "WFM Lease"), pertaining to premises in the BASECAMP Center, located at 261 Lusher Court in Frisco, Colorado and more particularly described in the WFM Lease.

B. Landlord and Tenant desire to further amend the WFM Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the same meanings given to such terms in the WFM Lease.

2. The Outer Range Lease. Landlord and Outer Range Brewing Co., Inc., a Delaware corporation ("Outer Range"), entered into a lease dated May 13, 2016 for space in the Gateway Building (the "Outer Range Lease"). The space leased to Outer Range is the portion of the Gateway Building not leased to the Rio and is identified as the Outer Range Brewery on Exhibit A attached hereto (the "Outer Range Premises"). The Outer Range Premises is approximately 2,343 square feet in area and approximately 2/5ths of the Gateway Building and includes patio space outside the Gateway Building.

3. The Outer Range Permitted Use. With respect to Outer Range's permitted use, (the "Outer Range Use"), the Outer Range Lease provides at Section 13 thereof, as follows:

"Tenant shall use the Premises for a brewery as defined by and licensed pursuant to the Colorado Liquor Code (the "Permitted Use"). To the extent allowed by the Colorado Liquor Code the Permitted Use may include (but only with regard to beer produced from within the Premises) the production, tasting, retail selling (growlers, cans, bottle, and packs for both onsite consumption and carry-out), and distribution of beer (including but not limited to the distribution of kegged, canned and bottled beers to alcohol licensed retail and distribution entities). To the extent allowed by the Colorado Liquor Code and subject to the reasonable rules and regulations of the Center Owner, Tenant may, but only as an incidental use to the Permitted Use, sell or host prepared food, either prepared by Tenant or prepared by a third-party catering entity, for onsite consumption, offer occasional onsite educational tours and brand supporting merchandise as well as additional amenities and occasional activity offerings such as, but not limited to, live music, games, events, outdoor performances, film showings, art galleries, and additional seating in support of onsite sales and enrichment of the onsite customer experience (the "Incidental Uses"). Tenant may only use the Premises for the Permitted Use and Incidental Uses. Notwithstanding the foregoing, neither the Permitted Use nor the Incidental Uses shall include, and Tenant shall not use the Premises for, any purpose prohibited by the provisions set forth in the Whole Foods Restrictive

Covenant, the SSV Exclusives (contained in the Short Form Memorandum of Lease recorded with the Summit County Clerk and Recorder's office November 1, 2013 as Reception No. 3040819), the Basecamp Wine & Spirits Exclusive (which is set forth in Section 27 of the Basecamp Wine & Spirits lease, a copy of such Section 27 being attached hereto as Exhibit D), or the Real Covenant. Tenant represents and warrants that it has read the Whole Food Restrictive Covenant, the SSV Exclusives, the Basecamp Wine & Spirits Exclusive, and the Real Covenant and acknowledges that one or more of them prohibit, among other things, any manufacturing facility, movie theater, dance hall or discotheque, a bar or cocktail lounge, a liquor store, the operation of a retail package (carry-out) liquor store, a business that sells any prepared foods for on or off premises consumption, or any use which would impair Whole Foods Market's ability to obtain a license to sell alcoholic beverages for on or off premises consumption. No patio or other outdoor space within the Premises shall be used for the production of beer or activities in support of the production of beer (such as storage of raw materials, beer containers, or equipment)."

4. Approval of Brewery Use for Outer Range Premises. Notwithstanding Section 7.1(b) or any other provision of the WFM Lease, Landlord may lease the Outer Range Premises for use as, and the Outer Range Premises may be used for, the Outer Range Use. The brewery use that is part of the Outer Range Use shall not be considered a manufacturing facility as listed in Exhibit L of the WFM Lease. Landlord and Tenant acknowledge and agree that the Outer Range Use does not and will not be deemed to impair Tenant's ability to obtain a license to sell alcoholic beverages for on or off premises consumption.

5. The Elan Lease. Landlord (as ground lessor) and Wellness Building, LLC (as ground lessee) entered into a ground lease dated April 20, 2015 for the Building Site for the Transit Building (now known as the Wellness Building). Wellness Building, LLC and Elora Inc. ("Elan") have entered into a letter of intent dated March 21, 2016 for a Lease for space in the Transit Building (the "Elan Lease"). The space to be leased to Elan is approximately 2,300 square feet on the second floor of the Transit Building and is identified as the Elan-Life Spa on Exhibit A attached hereto (the "Elan Premises").

6. The Elan Permitted Use. With respect to Elan's permitted use, (the "Elan Use"), the Elan Lease will provide at Section 13 thereof, as follows:

"Subject to the third sentence (below) of this Section 13, Tenant may use the Premises solely for the operation of a spa for skin care, lash and brow design, massage, hair, nails, nutrition, and Postural Alignment Therapy. In addition, so long as not in violation of the SSV Exclusives Categories, the Kaiser Exclusive Use, the Whole Foods Restrictive Covenants, or the Real Covenant, Tenant's use may also include incidental dining, cocktails, education, coffee, tea, smoothies & juice for its spa customers (the "Permitted Use"). Notwithstanding the foregoing, the Permitted Use shall not include any use which could lead to a violation of the Basecamp Wine & Spirits Exclusive, Whole Foods Restrictive Covenant, the SSV Exclusives Categories, Kaiser's Exclusive Use, the Don and Chuck's Exclusive Use, or the Real Covenant and Tenant agrees to comply with all of the foregoing restrictions. Tenant specifically acknowledges Sections 3(a) and 3(b) of the Memorandum of Lease (relating to the Whole Foods Lease) attached to the Addendum as Exhibit A which Sections prohibit (among other things) any business that sells prepared foods, a bar or cocktail lounge or juice or smoothie bar, and a salon (or other business) that provides hair treatments (haircuts, hair coloring, permanents, etc.), manicures, facials, massages or similar services. Notwithstanding the Whole Foods Restrictive Covenants, so long as the uses listed below in this sentence do not violate the Outer Range Exclusive, Basecamp Wine & Spirits Exclusive, SSV Exclusive Categories, Kaiser's Exclusive Use, the Don and Chuck's Exclusive Use, or the Real Covenant, to the extent that Tenant and Landlord receive written permission from Whole Foods allowing Tenant to do so, Tenant may (i) conduct within its spa a "Living Kitchen" in which the full range of salads, soups, cocktails, juices and smoothies will be served in a bar/lounge setting for on or off premises consumption

where Whole Foods products will be used as a means of mutual promotion and marketing, (ii) conduct within its spa a "Liquid Lounge" which will provide a wide range of cocktails to be consumed on site, (iii) sell gourmet foods, baked goods, body care, cosmetic, beauty aids, smoothies, fresh fruit drinks, gelato and other versions of spa fare along with multiple spa grade products that are non-organic, commercial lines such as ESPA, IMAGE Skincare, Pravana Salon Products, and Pureology Salon Products, (iv) provide a full range of hair treatments including hair coloring, cuts and styling, manicures, facials, massages and other similar spa services utilizing non-organic spa grade products including Pravana Salon Products, IMAGE Skincare, Tarte, Bobby Brown, Smashbox and M.A.C. Cosmetics, and (v) sell spa branded t-shirts, hats and other casual non-organic apparel."

7. Approval of Elan Use. Notwithstanding Section 7.1(b) or any other provision of the WFM Lease, Wellness Building, LLC may lease the Elan Premises for use as, and the Elan Premises may be used for, the Elan Use. In addition, this Amendment shall constitute the written approval of Tenant allowing Elan to (i) conduct within its spa a "Living Kitchen" in which the full range of salads, soups, cocktails, juices and smoothies will be served in a bar/lounge setting for on or off premises consumption where Whole Foods products will be used as a means of mutual promotion and marketing, (ii) conduct within its spa a "Liquid Lounge" which will provide a wide range of cocktails to be consumed on site, (iii) sell gourmet foods, baked goods, body care products, cosmetics, beauty aids, smoothies, fresh fruit drinks, gelato and other versions of spa fare along with multiple spa grade products that are non-organic, commercial lines such as ESPA, IMAGE Skincare, Pravana Salon Products, and Pureology Salon Products, (iv) provide a full range of hair treatments including hair coloring, cuts and styling, manicures, facials, massages and other similar spa services utilizing non-organic spa grade products including Pravana Salon Products, IMAGE Skincare, Tarte, Bobby Brown, Smashbox and M.A.C. Cosmetics, and (v) sell spa branded t-shirts, hats and other casual non-organic apparel.

8. Tenant Notice Addresses. Tenant's addresses for notices given under the Lease are hereby amended as follows:

Whole Foods Market Lusher Court Frisco CO, LLC
c/o Whole Foods Market
550 Bowie Street
Austin, Texas 78703
Attention: Executive Vice President
(512) 542-0207

With copies of all notices to:

Whole Foods Market, Inc.
550 Bowie Street
Austin, Texas 78703
Attention: General Counsel
(512) 542-0217

and

Terrance A. Noyes, LLC
81 Greenbriar Drive, Unit B
P.O. Box 2469 (Mail Only)
Pagosa Springs, Colorado 81147-2469
Attention: Terrance A. Noyes
(970) 264-1161

Note:

In addition to the foregoing, any communications to Tenant pertaining to Base Rent or Additional Rent, account statements, Common Area Expense and/or Real Estate Tax reconciliations, escrow payments and the like should also be sent to the following address:

Whole Foods Market, Inc.
550 Bowie Street
Austin, Texas 78703
Attention: Lease Administration

9. Conflict. In the event of any conflict between the terms and provisions of the WFM Lease and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

10. Counterpart Execution. Any facsimile transmittal of original signature versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. The parties also agree to promptly exchange counterparts with original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LANDLORD:

BRYNN GREY X, LLC

By: 

Name: DANNA B. O'NEIL

Title: MANAGER

TENANT:

WHOLE FOODS MARKET LUSHER COURT
FRISCO CO, LLC

By: GBD Properties, Inc.,
a Delaware corporation, its sole member

By: 
James Sud, Executive Vice President

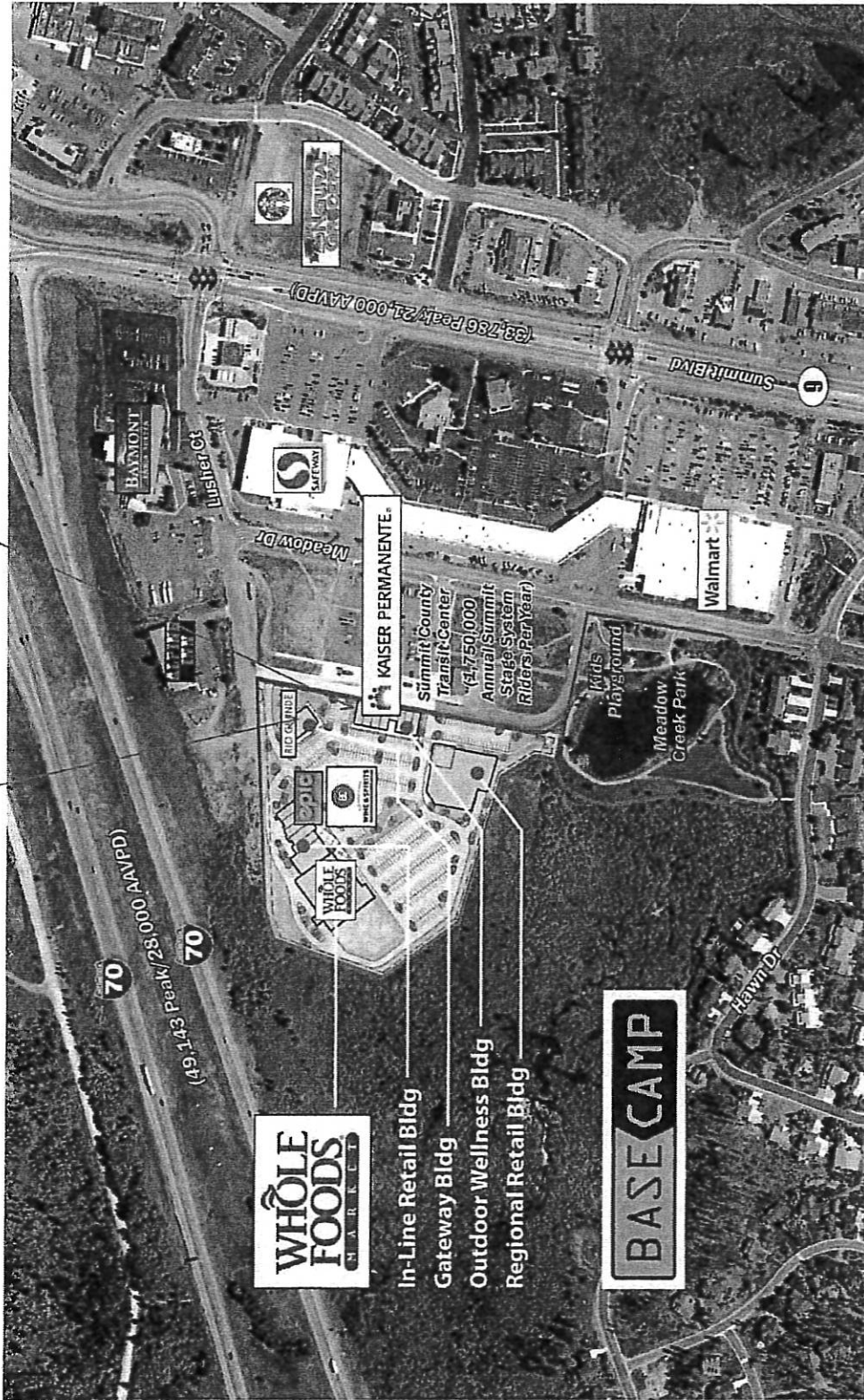
EXHIBIT A

PLAN SHOWING OUTER RANGE PREMISES AND ELAN PREMISES

[attached]

Outer Range Brewery:
Lower level Gateway
Building (next to The Rio
Grande)

Elan- Life Spa:
Upper level Kaiser/Wellness Building



SIXTH AMENDMENT TO LEASE

(Frisco, Colorado)

THIS SIXTH AMENDMENT TO LEASE (this "Amendment") is made as of November 1, 2017, by and between BRYNN GREY X, LLC, a Colorado limited liability company ("Landlord"), and GBD PROPERTIES, INC., a Delaware corporation (as successor by merger to Whole Foods Market Lusher Court Frisco CO, LLC, a Delaware limited liability company) ("Tenant").

RECITALS:

A. Landlord and Tenant are all of the parties to that certain Lease dated effective January 23, 2012 as amended by the First Amendment to Lease dated April 11, 2013, Second Amendment to Lease dated June 28, 2013, Third Amendment to Lease dated May 12, 2014, Commencement and Termination Date Agreement dated August 6, 2014, Fourth Amendment to Lease dated October 30, 2014, and Fifth Amendment to Lease dated June 24, 2016 (as so amended, the "WFM Lease"), pertaining to premises in the BASECAMP Center, located at 261 Lusher Court in Frisco, Colorado and more particularly described in the WFM Lease.

B. Landlord and Tenant desire to further amend the WFM Lease by clarifying Section 2.6 of the WFM Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the same meanings given to such terms in the WFM Lease.

2. Section 2.6 of the WFM Lease. The following language is hereby added to the end of Section 2.6 of the WFM Lease:

"Notwithstanding the foregoing, nothing in this Section 2.6 shall be interpreted as permitting Tenant to materially impede access by Landlord's other tenants, their subtenants and their customers and invitees to parking areas within the Development (other than the Adjacent Parking Area)".

3. Tenant Notice Addresses. Tenant's addresses for notices given under the Lease are hereby amended as follows:

GBD Properties, Inc.
c/o Whole Foods Market
550 Bowie Street
Austin, Texas 78703
Attention: Executive Vice President
(512) 542-0207

With copies of all notices to:

Whole Foods Market, Inc.
550 Bowie Street
Austin, Texas 78703
Attention: General Counsel
(512) 542-0217

and

A pdf copy of any notice provided to Tenant sent by e-mail to:

Terrance A. Noyes, LLC
Attention: Terrance A. Noyes
Email: terry.noyes@tanllc.com
(970) 264-1161 (W)
(303) 517-1995 (M)

Note:

In addition to the foregoing, any communications to Tenant pertaining to Base Rent or Additional Rent, account statements, Common Area Expense and/or Real Estate Tax reconciliations, escrow payments and the like should also be sent by e-mail to the following e-mail address:

Whole Foods Market, Inc.
Global Lease Administration Team
Email: globalleaseadmin@wholefoods.com
Phone: (512) 542-0475


4. Conflict. In the event of any conflict between the terms and provisions of the WFM Lease and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

5. Counterpart Execution; Electronic Signatures. The parties agree that this Amendment may be electronically signed. The parties agree that any electronic signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Any PDF or facsimile transmittal of electronically signed versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.


LANDLORD:

BRYNN GREY X, LLC, a Colorado limited liability company

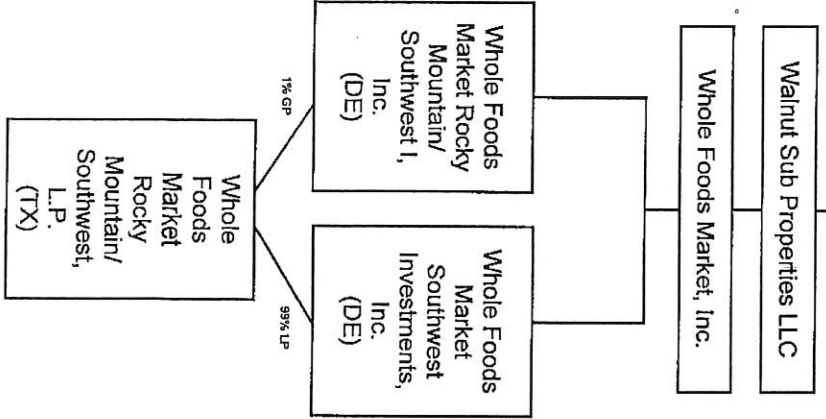
By: 
David G. O'Neil, Manager

TENANT:

GBD PROPERTIES, INC., a Delaware corporation

By: 
James Sud (Nov 10, 2017)
James Sud, Executive Vice President

Post Closing Liquor License Org Chart: Whole Foods Market Rocky Mountain/Southwest



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Whole Foods Market Rocky Mountain, Southwest, L.P.

is an entity formed or registered under the law of Texas, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19971077250 and has provided the assumed entity
name for use in Colorado

Whole Foods Market Rocky Mountain/Southwest, L.P.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 04/30/2018 that have been posted, and by documents delivered to this office
electronically through 05/01/2018 @ 11:44:43.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 05/01/2018 @ 11:44:43 in accordance with applicable law. This
certificate is assigned Confirmation Number 10874246.



Secretary of State of the State of Colorado

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

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

WRITTEN CONSENT IN LIEU OF ANNUAL MEETING
OF THE GENERAL PARTNER
OF
WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST, L.P.
A Texas Limited Partnership

February 1, 2017

The undersigned, being the general partner of Whole Foods Market Rocky Mountain/Southwest, L.P., a Texas limited partnership (the "Partnership"), hereby consents to and approves the following resolutions and each and every action effected thereby:

1. Election of Officers.

RESOLVED, that pursuant to the provisions of Section 5.8 of the Amended and Restated Agreement of Limited Partnership of the Partnership, the following individuals are elected to the offices of the Partnership set forth opposite their respective names, each to serve as such until such officer's successor is elected or appointed and qualified or, if earlier, until the death, resignation, or removal from office of any such person, and to the extent not elected hereby, all existing officers of the Partnership are hereby removed:

Albert Percival	President, Vice President, Secretary, and Treasurer
Glenda Flanagan	Assistant Secretary
Patricia D. Yost	Assistant Secretary

RESOLVED FURTHER, that to the extent the President of the Partnership is not available to sign a contract, the General Partner hereby delegates and assigns to each officer named above the power to sign contracts on behalf of the Partnership to the same extent the President could sign, if available, and that the signature of any such officer on any contract shall be sufficient to evidence that the President was not available to sign such contract.

2. Delegation of Authority to Regional Representatives.

WHEREAS, the Partnership's operations in the states of Colorado, Kansas, Louisiana, New Mexico, and Texas have been divided into two separate regions known as the Southwest Region (consisting of the states of Louisiana and Texas), and the Rocky Mountain Region (consisting of the states of Colorado, Kansas and New Mexico).

NOW, THEREFORE, IT IS RESOLVED that the General Partner hereby authorizes the President of the Partnership to delegate and assign to any employee within the Southwest Region and the Rocky Mountain Region (each, a "Regional Representative") the power and authority to act for and on behalf of the Partnership, in one of the two regions as specified by the President, in such capacity and with such title as the President deems necessary or desirable from time to time in his sole discretion; *provided, however*, that a Regional

Representative of the Southwest Region so designated by the President will not be authorized to sign any license or application on behalf of the Partnership associated with sales of alcoholic beverages in the Rocky Mountain Region, and a Regional Representative of the Rocky Mountain Region so designated by the President will not be authorized to sign any license or application on behalf of the Partnership associated with sales of alcoholic beverages in the Southwest Region.

3. Grants of Power of Attorney.

RESOLVED, that the General Partner hereby delegates and assigns to the President of the Partnership the authority to grant a limited power to any Regional Representative to act as the Partnership's true and lawful attorney-in-fact with respect to any specific purpose or purposes (e.g., any real estate transaction) on behalf of the specified region that the President deems necessary from time to time in his sole discretion.

4. Delegation of Authority to Team Members.

RESOLVED, that the General Partner hereby delegates and assigns to each employee of the Partnership ("Team Member") designated by the President of the Partnership the power to sign contracts on behalf of the Partnership the subject matter of which falls within the scope of such Team Member's usual responsibilities in the ordinary course of the Partnership's business.

5. General Authorization.

RESOLVED, that the officers of the General Partner are hereby severally authorized (a) to sign, execute, certify to, verify, acknowledge, deliver, accept, file, and record any and all instruments and documents, and (b) to take, or cause to be taken, any and all such action, in the name and on behalf of the General Partner, as (in such officer's judgment) shall be necessary, desirable or appropriate in order to effect the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any and all action taken by any proper officer of the General Partner prior to the date this Written Consent is actually executed in effecting the purposes of the foregoing resolutions is hereby ratified, approved, confirmed, and adopted in all respects.


6. Facsimile Signature.

RESOLVED, that this written consent may be transmitted via facsimile, email or other similar electronic means and executed by the undersigned, and a facsimile, email or other electronic transmission of the signature of the undersigned shall be deemed an original signature for all purposes and have the same force and effect as a manually-signed original.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent to be effective as of the date first written above.

GENERAL PARTNER:

WHOLE FOODS MARKET ROCKY
MOUNTAIN/SOUTHWEST I, INC.

By: 
Albert Percival, President

SIGNATURE PAGE TO
WRITTEN CONSENT IN LIEU OF ANNUAL MEETING OF THE GENERAL PARTNER OF
WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST, L.P.

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only

MUST BE TYPED
FILING FEE: \$10.00
MUST SUBMIT TWO COPIES

Please include a typed
self-addressed envelope

19971095348 M
\$ 10.00
SECRETARY OF STATE
06-16-97 13:14:45

FLP19971071250

**CERTIFICATE OF
ASSUMED OR TRADE NAME**

Whole Foods Market Southwest, L.P. Inc., a corporation,

limited partnership or limited liability company under the laws of Texas,
being desirous of transacting a portion of its business under an assumed or trade name as permitted
by 7-71-101, Colorado Revised Statutes, hereby certifies:

1. The location of its principal office is: 601 North Lamar, Suite 300, Austin, TX 78703
Attention: Tax Department
2. The name, other than its own, under which the business is carried on is: _____

Whole Foods Market

3. A brief description of the kind of business transacted under such assumed or trade name is:

retail grocery

Limited Partnership or Limited Liability Companies complete this section.	Corporations complete this section
Name of Entity	Name of Corporation
by <u>Amida G. Fontaine 6/9/97</u>	by _____
Asst. Sec., Whole Foods Market Southwest, Inc.	Its _____
Title, General Partner, or Manager	Title
<u>its General Partner</u>	



Document Processing Fee

If document is on paper:

\$25.00

If document is filed electronically:

Currently Not Available

Fees are subject to change.

For electronic filing and to obtain
copies of filed documents visit

www.sos.state.co.us

Deliver paper documents to:

Colorado Secretary of State

Business Division

1560 Broadway, Suite 200

Denver, CO 80202-5169

Paper documents must be typed or machine printed.

20041452113 C

\$ 75.00

SECRETARY OF STATE

12-28-2004 12:09:20

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Change

filed pursuant to §7-90-301, et seq. and §7-90-305.5 or §7-90-604 or §7-90-701 or §7-90-702 or §7-90-705 or
§7-90-804 of the Colorado Revised Statutes (C.R.S)

ID number:

19971077250

1. Entity name:

Whole Foods Market Southwest, L.P.

2. True name:

(if different from the entity name)

Complete lines 3 - 15 as applicable. You must complete line 16.

3. Resignation of registered agent of record:

Date on which agent resigned:

(mm/dd/yyyy)

Registered agent: (if an individual)

(Last)

(First)

(Middle)

(Suffix)

OR (if a business organization)

Registered agent street address:

(Street name and number)

CO

(City)

(State)

(Postal/Zip Code)

The person appointed as registered agent has delivered notice of the change to the entity at the principal
office address of its principal office.

4. Appointment of new registered agent following resignation of registered agent of record:

Registered agent: (if an individual)

(Last)

(First)

(Middle)

(Suffix)

OR (if a business organization)

The person appointed as registered agent in the document has consented to being so appointed.

Registered agent street address:

Rev. 7/13/2004
1 of 4

Registered agent mailing address:
(if different from above)

(Street name and number)

(City) CO (State) (Postal/Zip Code)

(Street name and number or Post Office Box Information)

(City) (State) (Postal/Zip Code)

(Province - if applicable) (Country - if not US)

5. Change of registered agent name and/or address of record:

Registered agent: (if an individual) _____
OR (if a business organization) _____
(Last) (First) (Middle) (Suffix)

The person appointed as registered agent in the document has consented to being so appointed,

Registered agent street address: _____
(Street name and number)

(City) CO (State) (Postal/Zip Code)

Registered agent mailing address:
(if different from above)

(Street name and number or Post Office Box Information)

(City) (State) (Postal/Zip Code)

(Province - if applicable) (Country - if not US)

If the change is being effected by the registered agent, the following statement applies:

The person appointed as registered agent has delivered notice of the change to the entity at the principal office address of its principal office.

6. Change of principal office address of record:

New principal office
street address: _____
(Street name and number)

(City) (State) (Postal/Zip Code)

(Province - if applicable) (Country - if not US)

New principal office
mailing address:
(if different from above)

(Street name and number or Post Office Box Information)

(City) (State) (Postal/Zip Code)

(Province - if applicable)

(Country - if not US)

7. Document number:
(required for change(s) to 8, 9, 10, 11,
and/or 12 below)

19971077250

8. Change of entity name of record (LLP, art. 61 LLLP or foreign entity only):

New entity name:

Whole Foods Market Rocky Mountain/Southwest, L.P.

9. Change of true name of record (LLP, art. 61 LLLP, general partnership or foreign entity only):

New true name:

Whole Foods Market Rocky Mountain/Southwest, L.P.

10. Change of jurisdiction of formation of record (foreign entity only):

New jurisdiction of formation:

11. Change of entity form of record (foreign entity only):

New entity form:

12. Other change(s) not provided for above:

If other information contained in the filed document is being changed, mark this box ☐ and include an attachment stating the information to be changed and each such change.

If other information is being added or deleted, mark this box ☐ and include an attachment stating each addition or deletion.

13. Withdrawal of Statement of Registration of True Name: (if applicable, mark this box ☐)

14. Use of Restricted Words (if any of these
terms are contained in an entity name, true
name of an entity, trade name or trademark
stated in this document, make the applicable
selection):

- ☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

15. (Optional) Delayed effective date:

(mm/dd/yyyy)

Notice:

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

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

16. Name(s) and address(es) of the
individual(s) causing the document

to be delivered for filing:

Elle Pamela M CLA
(Last) (First) (Middle) (Suffix)
c/o DuBols, Bryant, Campbell & Schwartz, LLP
(Street name and number or Post Office Box information)
700 Lavaca Street, Suite 1300
Austin TX 78701
(City) (State) (Postal/Zip Code)
(Province - if applicable) (Country - if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

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

Please include a typed
self-addressed envelope

MUST BE TYPED
FILING FEE: \$75.00
MUST SUBMIT TWO COPIES

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only 029

APPLICATION FOR REGISTRATION
AS A FOREIGN LIMITED PARTNERSHIP

Whole Foods Market Southwest, L.P.

19971077250 M

\$ 75.00
SECRETARY OF STATE
05-14-97 14:37:57

Pursuant to the provisions of the Colorado Uniform Limited Partnership Act of 1981, the undersigned limited partnership hereby applies for a Certificate of Registration to transact business in your state, and for the purpose, submits the following statement:

- FIRST: The name of the limited partnership is Whole Foods Market Southwest, L.P. ✓
- SECOND: (If the limited partnership name is not available)
The name which it proposes to register and transact business in Colorado is Whole Foods Market
- THIRD: The jurisdiction of its formation is Texas
- FOURTH: The date of its formation is 03/27/95
- FIFTH: The name and street address of its Colorado registered agent for service of process on the foreign limited partnership is (include City, State, Zip Code) The Corporation Company 1111 S
1675 Broadway Denver, CO 80202
- SIXTH: The Secretary of State of Colorado is appointed the registered agent of the above-named limited partnership on whom any process notice, or demand may be served if no agent has been appointed in paragraph FIFTH, or if appointed, the agent's authority has been revoked or if the agent cannot be found or served with the exercise of reasonable diligence.
- SEVENTH: The address of the office required to be maintained in the jurisdiction of its organization by the laws of that jurisdiction, or, if not so required, of the principal office of the foreign limited partnership is 601 N. Lamar, Suite 300 Austin, Texas 78703
- EIGHTH: The name and the business, residence, or mailing address of each general partner is Whole Foods Market Southwest L, Inc. 601 N. Lamar, Suite 300 Austin, TX 78703

Signature

Arinda Fontaine 4/3/97
(General Partner)



Revised 7/95

4/14/97

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
WHOLE FOODS MARKET SOUTHWEST, L.P.

FILED
In the Office of the
Secretary of State of Texas

DEC 22 2004

Corporations Section

The undersigned limited partnership (the "Partnership"), presently having the name Whole Foods Market Southwest, L.P., having been organized upon the filing of its Certificate of Limited Partnership by the Secretary of State on March 2, 1995, hereby duly executes this Amended and Restated Certificate of Limited Partnership, which is being filed with the Secretary of State in accordance with Section 2.10 of the Texas Revised Limited Partnership Act (the "Act"). The amendments being made herein are a change in the Partnership's name to Whole Foods Market Rocky Mountain/Southwest, L.P. and a change in the name of the general partner from Whole Foods Market Southwest I, Inc. to Whole Foods Market Rocky Mountain/Southwest I, Inc.

1. The name of the Partnership is Whole Foods Market Rocky Mountain/Southwest, L.P.
2. The address of the registered office of the Partnership is 1021 Main Street, Suite 1150, Houston, Texas 77002, and the name of the registered agent of the Partnership at such address is CT Corporation System.
3. The address of the principal office of the Partnership in the United States where its partnership records are to be kept or made available under Section 1.07 of the Act is 601 North Lamar Boulevard, Suite 300, Austin, TX 78701.
4. The name, the mailing address, and the street address of the business or residence of the general partner of the Partnership are as follows:

Whole Foods Market Rocky Mountain/Southwest I, Inc.
601 North Lamar Boulevard, Suite 300
Austin, TX 78701

SIGNED on this 17 day of December, 2004.

GENERAL PARTNER:

WHOLE FOODS MARKET ROCKY
MOUNTAIN/SOUTHWEST I, INC.

By: Glenda Flanagan
Glenda Flanagan, President

FILED
In the Office of the
Secretary of State of Texas

MAR 27 1995

CERTIFICATE OF AMENDMENT
OF LIMITED PARTNERSHIP
OF
SOUTHWEST WHOLE FOODS MARKET, L.P. Corporations Section

The undersigned limited partnership (the "Partnership"), having filed an original certificate of limited partnership, hereby duly executes this Certificate of Amendment of Limited Partnership, which is being filed with the Secretary of State of the State of Texas in accordance with Section 2.02 of the Texas Revised Limited Partnership Act.

The Partnership wishes to change its name and to reflect the change in name of its General Partner as follows:

1. The current name of the Partnership is Southwest Whole Foods Market, L.P.; the date on which the Certificate of Limited Partnership was filed with the Secretary of State of Texas was March 2, 1995; and the limited partnership number assigned by the Secretary of State is 80089-10.
2. The new name of the Partnership is Whole Foods Market Southwest, L.P.
3. The current name of the General Partner, as reflected in the Certificate of Limited Partnership, is Whole Foods Market Southwest, Inc.
4. The new name of the General Partner is Whole Foods Market Southwest I, Inc.
The address is: 1705 Capital of Texas Hwy., South, Suite 400, Austin, Texas 78746.
5. This Certificate of Amendment of Limited Partnership is to be effective March 27, 1995.

GENERAL PARTNER:

WHOLE FOODS MARKET SOUTHWEST I, INC.,
a Delaware corporation

By: Glenda Flanagan

Glenda Flanagan
Vice President

1110195501955
FILED
In the Office of the
Secretary of State of Texas

CERTIFICATE
OF LIMITED PARTNERSHIP
OF
SOUTHWEST WHOLE FOODS MARKET, L.P.

MAR 02 1995

Corporations Section

THE UNDERSIGNED, HAVING FORMED A LIMITED PARTNERSHIP UNDER THE TEXAS REVISED LIMITED PARTNERSHIP ACT (THE "PARTNERSHIP"), DOES HEREBY EXECUTE AND FILE ITS CERTIFICATE OF LIMITED PARTNERSHIP AS FOLLOWS:

1. Name of Partnership. The name of the Partnership is SOUTHWEST WHOLE FOODS MARKET, L.P.
2. Registered Office and Registered Agent. The address of the registered office of the Partnership is 1705 Capital of Texas Hwy. South, Suite 400, Austin, Texas 78746. The registered agent for service of process is Glenda Flanagan the address of which is the same as the registered office.
3. Principal Office. The address of the Partnership's principal office in the United States where the records of the Partnership are to be kept or made available is 1705 Capital of Texas Hwy. South, Suite 400, Austin, Texas 78746.
4. General Partner. The name, mailing address and street address of business of the General Partner is as follows:

Whole Foods Market Southwest, Inc.
1705 Capital of Texas Hwy. South, Suite 400
Austin, Texas 78746

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership this 2nd day of March, 1995.

GENERAL PARTNER:

WHOLE FOODS MARKET SOUTHWEST, INC.,
a Delaware corporation

By: Glenda Flanagan
Glenda Flanagan
Vice President

3,019,650,1956

CONSENT TO USE NAME

Whole Foods Market, Inc., a corporation organized under the laws of the State of Texas,
hereby consents to the formation of Southwest Whole Foods Market, L.P. in the State of Texas.

WHOLE FOODS MARKET, INC.,
a Texas corporation

By: Glenda Flanagan
Glenda Flanagan
Vice President

**AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
WHOLE FOODS MARKET SOUTHWEST, L.P.
A TEXAS LIMITED PARTNERSHIP**

APRIL 1, 2004

**AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
WHOLE FOODS MARKET SOUTHWEST, L.P.
A TEXAS LIMITED PARTNERSHIP**

TABLE OF CONTENTS

ARTICLE 1 THE PARTNERSHIP		1
Section 1.1.	Formation	1
Section 1.2.	Partnership Name	1
Section 1.3.	Purpose	1
Section 1.4.	Principal Place of Business	2
Section 1.5.	Term	2
Section 1.6.	Filings; Agent for Service of Process	2
Section 1.7.	Definitions	2
ARTICLE 2 PARTNERS' CAPITAL CONTRIBUTIONS		4
Section 2.1.	Initial Capital Contributions; Interests	4
Section 2.2.	Additional Capital Contributions	4
Section 2.3.	Capital Accounts	4
ARTICLE 3 ALLOCATIONS		5
Section 3.1.	Profits and Losses	5
Section 3.2.	Asset Distribution	5
ARTICLE 4 DISTRIBUTIONS		5
Section 4.1.	Distributions	5
ARTICLE 5 MANAGEMENT		5
Section 5.1.	Authority of the General Partner	5
Section 5.2.	Right to Rely on General Partner	7
Section 5.3.	Restrictions on Authority of General Partner	7
Section 5.4.	Duties and Obligations of General Partner	8
Section 5.5.	Indemnification of General Partner	8
Section 5.6.	Compensation and Loans	9
Section 5.7.	Operating Restrictions	9
Section 5.8.	Officers	10
ARTICLE 6 ROLE OF LIMITED PARTNERS		11
Section 6.1.	Rights or Powers	11
Section 6.2.	Voting Rights	11
Section 6.3.	Limitation on Liability	11
Section 6.4.	Bankruptcy; Death	11
ARTICLE 7 BANK ACCOUNTS, BOOKS OF ACCOUNT, REPORTS, AND FISCAL YEAR		11
Section 7.1.	Bank Account; Investments	11
Section 7.2.	Books and Records	12
Section 7.3.	Determination of Profit and Loss	12
Section 7.4.	Tax Returns and Information	12
Section 7.5.	Right of Other Partners	12
Section 7.6.	Fiscal Year	12
Section 7.7.	Annual Reports	12
ARTICLE 8 AMENDMENTS; MEETINGS		12
Section 8.1.	Amendments	12

**AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
WHOLE FOODS MARKET SOUTHWEST, L.P.
A TEXAS LIMITED PARTNERSHIP**

TABLE OF CONTENTS

Section 8.2.	Meetings of the Partners.....	13
ARTICLE 9 TRANSFERS OF INTERESTS		
Section 9.1.	Transfers.....	14
Section 9.2.	Involuntary Withdrawal.....	14
Section 9.3.	Purchase Price.....	15
Section 9.4.	Condition to Transfer.....	15
Section 9.5.	Effect of Change of Partners.....	15
ARTICLE 10 GENERAL PARTNERS.....		
Section 10.1.	Additional General Partners.....	15
Section 10.2.	Covenant Not to Withdraw, Transfer or Dissolve.....	15
Section 10.3.	General Partner's Withdrawal Constitutes a Breach of this Agreement.....	16
Section 10.4.	Election of New General Partners.....	16
ARTICLE 11 DISSOLUTION AND WINDING UP.....		
Section 11.1.	Liquidating Events.....	16
Section 11.2.	Winding Up.....	17
Section 11.3.	Rights of Limited Partners.....	17
Section 11.4.	Notice of Dissolution.....	17
Section 11.5.	Liability for Indebtedness Secured by Assets Distributed in Kind.....	18
ARTICLE 12 CONFIDENTIALITY OF INFORMATION.....		
Section 12.1.	Generally.....	18
Section 12.2.	Damages; Exceptions.....	18
ARTICLE 13 POWER OF ATTORNEY.....		
Section 13.1.	General Partner as Attorney-In-Fact.....	19
Section 13.2.	Nature of Special Power.....	19
ARTICLE 14 MISCELLANEOUS.....		
Section 14.1.	Notices.....	20
Section 14.2.	Binding Effect.....	20
Section 14.3.	Construction.....	20
Section 14.4.	Time.....	20
Section 14.5.	Headings.....	20
Section 14.6.	Severability.....	20
Section 14.7.	Incorporation by Reference.....	21
Section 14.8.	Further Action.....	21
Section 14.9.	Variation of Pronouns.....	21
Section 14.10.	Governing Law.....	21
Section 14.11.	Competing Business.....	21
Section 14.12.	Waiver of Action for Partition.....	21
Section 14.13.	Counterpart Execution.....	21
Section 14.14.	Sole and Absolute Discretion.....	21
Section 14.15.	Creditors.....	22
Section 14.16.	Waiver.....	22
Section 14.17.	Offset.....	22

EXHIBIT A

**AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
WHOLE FOODS MARKET SOUTHWEST, L.P.
A TEXAS LIMITED PARTNERSHIP**

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is entered into and shall be effective as of the 1st day of April, 2004 (the "Effective Date"), by and between WHOLE FOODS MARKET SOUTHWEST I, INC., a Delaware corporation, as the General Partner, and WHOLE FOODS MARKET SOUTHWEST INVESTMENTS, INC., a Delaware corporation, as the Limited Partner, pursuant to the provisions of the Texas Revised Limited Partnership Act, on the following terms and conditions:

RECITALS

WHEREAS, the Partnership was formed pursuant to a Certificate of Limited Partnership filed with the Secretary of State of the State of Texas on March 2, 1995, as amended by Certificate of Amendment of Limited Partnership filed with the Secretary of State of the State of Texas on March 27, 1995, and Certificate of Amendment of Limited Partnership filed with the Secretary of State of the State of Texas on April 30, 1997; and

WHEREAS, the Partnership is recognized as a limited partnership under the Act; and

WHEREAS, as a result of the above agreements and understandings of the Partners, the Partners desire to set forth their agreement as to the operation of the anticipated business to be conducted by the Partnership.

NOW, THEREFORE, the Partners enter into this Agreement on the terms and conditions and for the purposes stated herein.

**ARTICLE I
THE PARTNERSHIP**

Section 1.1. **Continuation.** The Partners hereby continue the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

Section 1.2. **Partnership Name.** The name of the Partnership shall be WHOLE FOODS MARKET SOUTHWEST, L.P., and all business of the Partnership shall be conducted in such name. The General Partner may change the name of the Partnership upon ten (10) days' notice to the Limited Partner. The Partnership shall hold all of its Property in the name of the Partnership and not in the name of any Partner.

Section 1.3. **Purpose.** The purpose of the Partnership is to engage in all business permitted by the Act. If the Partnership qualifies to do business in a foreign jurisdiction, it may transact all business permitted in that jurisdiction. There is no jurisdictional restriction upon any

Partnership Property or activity. Subject to the limitations contained in this Agreement and in the Act, the Partnership purposes may be accomplished by the General Partner taking any action which is permitted hereunder or under the Act.

Section 1.4. **Principal Place of Business.** The principal place of business of the Partnership shall be located at such place or places as the General Partner may from time to time determine.

Section 1.5. **Term.** The term of the Partnership shall commence on the Effective Date and shall continue until terminated according to this Agreement. The Partnership may be terminated and dissolved at any time when the winding up and liquidation of the Partnership and its business is completed following a Liquidating Event, as provided in Section 11.1 hereof. Prior to the time that the certificate of limited partnership (the "Certificate") is filed in the Office of the Secretary of State of Texas, no Person shall represent to third parties the existence of the Partnership or hold himself out as a Partner.

Section 1.6. **Filings; Agent for Service of Process.**

(a) The General Partner has caused the Certificate to be filed in the office of the Secretary of State of Texas in accordance with the provisions of the Act. The General Partner shall take any and all other actions reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of Texas. The General Partner shall cause amendments to the Certificate to be filed whenever required by the Act. The General Partner shall cause a certified copy of the Certificate and any amendments thereto to be recorded in the office of the county recorder in every county in Texas in which the Partnership owns real property. Except as herein stated, the Act shall govern the rights and liabilities of the Partners.

(b) The General Partner shall execute and cause to be filed original or amended Certificates and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership or similar type of entity under the laws of any other states or jurisdictions in which the Partnership engages in business.

(c) The agent for service of process on the Partnership shall be CT Corporation System or any successor as appointed by the General Partner, and the Partnership shall maintain a registered office in Texas at 1021 Main Street, Suite 1150, Houston, Texas 77002.

(d) Upon the dissolution of the Partnership, the General Partner, (or, in the event there is no remaining General Partner, any Person elected pursuant to Section 11.1 hereof) shall promptly execute and cause to be filed certificates of dissolution in accordance with the Act and the laws of any other states or jurisdictions in which the Partnership has filed certificates.

Section 1.7. **Definitions.** Capitalized words and phrases used in this Agreement have the following meanings:

(a) "Act" means the Texas Revised Limited Partnership Act as set forth in Article 6132a-1 of Vernon's Civil Statutes, as amended from time to time (or any corresponding provisions of succeeding law).

(b) "Affiliate" means any person that directly or indirectly controls, is controlled by, or is under common control with the person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise. As used in this definition of "Affiliate," the term "person" means any individual, corporation, association, partnership, joint venture, real estate investment trust, other trust estate or other entity or organization.

(c) "Agreement" or "Partnership Agreement" means this Amended and Restated Agreement of Limited Partnership, as amended from time to time.

(d) "Capital Accounts" means the accounts described in Section 2.3.

(e) "Capital Contributions" means, with respect to any Partner, the amount of money and the fair market value of any property (other than money) contributed to the Partnership with respect to the Interest in the Partnership held by such Partner.

(f) "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(g) "General Partner" means the person who (i) is referred to as such in the first paragraph of this Agreement or has become a General Partner pursuant to the terms of this Agreement and (ii) has not ceased to be a General Partner pursuant to the terms of this Agreement.

(h) "Interest" or "Partnership Interest" means an ownership interest in the Partnership of the General Partner or a Limited Partner representing a percentage of the total partnership interests held by the General Partner or a Limited Partner pursuant to Section 2.1, including any and all benefits to which the holder of such an Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

(i) "Limited Partner" means (i) WHOLE FOODS MARKET SOUTHWEST INVESTMENTS, INC., a Delaware corporation, or any Limited Partner who becomes a Limited Partner pursuant to the terms of this Agreement, and (ii) any Limited Partner who holds an Interest. "Limited Partner" means all such Persons.

(j) "Partners" means all General Partners and all Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

(k) "Partnership" means the partnership formed pursuant to this Agreement and the partnership continuing the business of this Partnership in the event of dissolution as herein provided.

(l) "Person" means any individual, partnership, corporation, trust, or other entity.

(m) "Property" means all real and personal property acquired by the Partnership and any improvements thereto. The Property is also referred to herein as the Partnership Property.

(n) "Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, or otherwise dispose of.

ARTICLE 2

PARTNERS' CAPITAL CONTRIBUTIONS

Section 2.1. Initial Capital Contributions; Interests. Contemporaneously with the Effective Date, the Partners each have received an Interest in the Partnership equal to the percentage Interest set forth next to their names on Exhibit A hereto. Except as specifically provided herein, no Partner shall have any liability or obligation to make capital contributions or loans to the Partnership.

Section 2.2. Additional Capital Contributions. The Partners may from time to time unanimously determine to make additional contributions to the capital of the Partnership in such amounts and ratios as are determined by the Partners.

Section 2.3. Capital Accounts.

(a) In General. A Capital Account shall be maintained for each Partner. It is the intention of the parties that the Capital Accounts be maintained in accordance with the provisions of the Act.

(b) Capital Account of Transferee. Upon the transfer of all or a part of an interest in the Partnership, the Capital Account of the transferor that is attributable to the transferred interest shall become the Capital Account of the transferee.

(c) Loans or Advances. Loans or advances by any Partner or Affiliate of a Partner to the Partnership shall not be considered contributions to the capital of the Partnership and shall not increase the Capital Account of the lending or advancing Partner. All loans or advances made by any Partner or Affiliate to the Partnership shall bear interest at such rate and shall be repaid upon such other terms and conditions as may be agreed upon between the Partner or Affiliate making the loan or advance and the General Partner.

ARTICLE 3

ALLOCATIONS

Section 3.1. **Profits and Losses.** All items of income, gains, losses, deductions and credits shall be allocated to the Partners in accordance with their Interests.

Section 3.2. **Asset Distribution.** With respect to any asset of the Partnership distributed in kind, the General Partner (or other liquidating trustee, if applicable) shall ascertain the fair market value of the asset to be distributed in kind, and each Partner's Capital Account shall be charged or credited, as the case may be, as if such asset had been sold for cash at such fair market value and the net gain or net loss recognized thereby had been allocated to the Partners in accordance with this ARTICLE 3.

ARTICLE 4

DISTRIBUTIONS

Section 4.1. **Distributions.** All Partnership cash not required for Partnership operations or to repay Partnership loans or as a reasonable reserve for expenses or capital replacements, as determined by the Partners, may be distributed from time to time to the General Partner and the Limited Partners in accordance with their Interests.

ARTICLE 5

MANAGEMENT

Section 5.1. **Authority of the General Partner.** Except to the extent otherwise provided herein, the General Partner shall have the sole and exclusive right to manage the business of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act including, without limitation the right and power to:

- (a) acquire by purchase, lease, or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership including the authority to acquire real and personal property from the General Partner or any Limited Partner;
- (b) operate, maintain, improve, construct and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;
- (c) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of Property, or in connection with managing the affairs of the Partnership, including executing amendments to the Agreement and the Certificate in accordance with the terms of the Agreement, pursuant to any power of attorney granted by the Limited Partners to the General Partner;

- (d) register or take title to Partnership assets in the Partnership's name or as trustee, with or without disclosing the identity of his or her principal; or permit the securities to be registered in "street name" under a custodial arrangement with an established securities brokerage firm, trust department, or other custodian;
- (e) prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the Property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Property;
- (f) guarantee the financial transactions of others, with or without charging a fee;
- (g) borrow and lend money; and, in accordance with Section 5.6, allow a Partner to lend money to and transact other business with the Partnership or Partners;
- (h) borrow or raise money by issuing, accepting, endorsing or executing notes, drafts, bills of exchange, warrants, bonds, debentures, instruments or evidences of indebtedness; securing the indebtedness by mortgage, pledge, transfer, or assignment in trust of all or any part of the Property; and selling, pledging, or disposing of the Partnership's obligations;
- (i) care for and distribute funds to the Partners by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Partnership or this Agreement;
- (j) contract on behalf of the Partnership for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Partnership;
- (k) engage in any kind of activity, including any other trade, business, or investment activity, and perform and carry out contracts of any kind (including contracts of insurance covering risks to the Property and General Partner liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified;
- (l) take, or refrain from taking, all actions, not expressly proscribed or limited by this Agreement, as may be necessary or appropriate to accomplish the purposes of the Partnership;
- (m) institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or

against, the Partnership or the Partners in connection with activities arising out of, connected with, or incidental to this Agreement, and to engage counsel or others in connection therewith; and

- (n) withhold any funds due to a Limited Partner who is a foreign Person as may be required by the Code and its promulgated regulations.

In the event of replacement of WHOLE FOODS MARKET SOUTHWEST I, INC. as the General Partner pursuant to Section 11.1 hereof and the Partners appoint more than one Person as the General Partners, the rights and powers of the General Partner hereunder shall be exercised by them in such manner as they may agree. In the absence of an agreement among the General Partners, no General Partner shall exercise any of such rights and powers without the unanimous consent of all General Partners.

Section 5.2. Right to Rely on General Partner. Any Person dealing with the Partnership may rely (without duty of further inquiry) upon a certificate signed by the General Partner as to:

- (a) the identity of the General Partner and the Limited Partner;
- (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a General Partner or which are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

Section 5.3. Restrictions on Authority of General Partner.

(a) Without the consent of the Partners voting more than 50% of the Interests, no General Partner shall have the authority to:

1. do any act in contravention of this Agreement;
2. do any act which would make it impossible to carry on the ordinary business of the Partnership, except as otherwise provided in this Agreement;
3. knowingly perform any act that would subject any Limited Partner to liability as a general partner in any jurisdiction;
4. lend any of the Partnership funds to the General Partner or any of the Limited Partners pursuant to any agreement or loan arrangement which contains other than the same interest rates and other repayment terms

which the General Partner would agree to if the borrower or lender (as the case may be) would require if such borrower or lender were an independent third party;

5. sell any Partnership assets to or buy any real or personal property from the General Partner or any Limited Partner unless the sales or purchase price is at fair market value and pursuant to such terms to which an independent seller or buyer (as the case may be) would agree; or
6. sell or otherwise dispose of all or substantially all of the Property, except for a liquidating sale of Property in connection with the dissolution of the Partnership pursuant to Section 11.2.

(b) Except as otherwise provided by this Agreement, no Limited Partner shall have any right to participate in the management or control of the Partnership or its business and affairs or to act for or bind the Partnership in any way. Any Partner who acts beyond the scope of the authority granted by this Agreement shall, in addition to any other remedy available to the Partnership or the other Partners, be liable in damages to the Partnership and each other Partner for any loss or damages that they may incur or suffer as a consequence of such act.

Section 5.4. Duties and Obligations of General Partner.

(a) The General Partner shall take all actions which may be necessary or appropriate (i) for the continuation of the Partnership's valid existence as a limited partnership under the laws of the State of Texas (and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Limited Partners or to enable the Partnership to conduct the business in which it is engaged) and (ii) for the accomplishment of the Partnership's purposes, including the acquisition, development, maintenance, preservation, and operation of Property in accordance with the provisions of this Agreement and applicable laws and regulations.

(b) The General Partner shall manage, or cause to be managed, the Partnership affairs in accordance with the Act and all other legal requirements and contractual obligations applicable to the Partnership. The General Partner and its shareholders and Affiliates shall be free to engage in, conduct or to participate in any business or activity whatsoever without any accountability or obligation whatsoever to the Partnership or to any other Partner, even if such business or activity competes with or is enhanced by the business of the Partnership.

(c) The General Partner shall be under a fiduciary duty to conduct the affairs of the Partnership in the best interests of the Partnership and of the Limited Partners, including the safekeeping and use of all of the Property and the use thereof for the exclusive benefit of the Partnership.

Section 5.5. Indemnification of General Partner.

(a) The Partnership, its receiver, or its trustee shall indemnify, save harmless, and pay all judgments and claims against the General Partner relating to any liability or damage

incurred by reason of any act performed or omitted to be performed by such General Partner in connection with the business of the Partnership, including attorneys' fees incurred by such General Partner in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended) as permitted by law.

(b) In the event of any action by a Limited Partner against the General Partner, including a Partnership derivative suit, the Partnership shall indemnify, save harmless, and pay all expenses of such General Partner, including attorneys' fees, incurred in the defense of such action, if such General Partner is successful in such action.

(c) The Partnership shall indemnify, save harmless, and pay all expenses, costs, or liabilities of any General Partner who for the benefit of the Partnership makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the Partnership and who suffers any financial loss as the result of such action.

(d) Notwithstanding the provisions of Section 5.5(a), Section 5.5(b), and Section 5.5(c) above, no General Partner shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

Section 5.6. Compensation and Loans.

(a) Compensation and Reimbursement. Except as otherwise provided in this Section 5.6, no Partner shall receive any salary, fee, or draw for services rendered to or on behalf of the Partnership, nor shall any Partner be reimbursed for any expenses incurred by such Partner on behalf of the Partnership.

(b) Expenses. The General Partner may charge the Partnership for any direct expenses reasonably incurred in connection with the Partnership's business.

(c) Loans. Any Person may, with the consent of the General Partner, lend or advance money to the Partnership. If any Partner shall make any loan or loans to the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall be a debt due from the Partnership. The amount of any such loan or advance by a lending Partner shall be repayable out of the Partnership's cash and shall bear interest at such rate as the General Partner and the lending Partner shall agree pursuant to Section 5.3(a)4 hereof. If the General Partner is the lending Partner, the rate of interest shall be determined by the General Partner taking into consideration, without limitation, prevailing interest rates and the interest rates such General Partner is required to pay in the event such General Partner has itself borrowed funds to loan or advance to the Partnership. None of the Partners shall be obligated to make any loan or advance to the Partnership.

Section 5.7. Operating Restrictions.

(a) All Property in the form of cash not otherwise invested shall be deposited in one or more accounts maintained in such financial institutions as the General Partner shall

determine or shall be invested in short-term liquid securities or shall be left in escrow and withdrawals shall be made only in the regular course of Partnership business on such signature or signatures as the General Partner may determine from time to time.

(b) The signature of an officer of the Partnership or of the General Partner shall be necessary and sufficient to convey title to any real property owned by the Partnership or to execute any promissory notes, trust deeds, mortgages, or other instruments of hypothecation, and all of the Partners agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of an officer of the Partnership or of the General Partner shall be sufficient to execute any "statement of partnership" or other documents necessary to effectuate this or any other provision of this Agreement. All of the Partners do hereby appoint the General Partner as their attorney-in-fact for the execution of any or all of the documents described herein.

Section 5.8. Officers. The General Partner may designate one or more individuals as officers of the Partnership, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the General Partner. Officers need not be Partners or residents of the State of Texas. Any officer may be removed by the General Partner at any time, with or without cause. Each officer shall hold office until his or her successor shall be duly designated and shall qualify or until the earlier of the officer's death, resignation or removal. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Partnership shall be determined by the General Partner. The following individuals shall serve as the initial officers of the Partnership, to serve as such until such officer's successor is elected or appointed and qualified or, if earlier, until such officer's death, resignation, or removal from office:

<u>Name</u>	<u>Office</u>
Will Paradise	President
Walter Robb	Executive Vice President and Chief Operating Officer
Glenda Flanagan	Vice President, Chief Financial Officer, Secretary, and Treasurer
Norah Smith	Vice President of Real Estate and Development
Bruce Silverman	Vice President of Marketing, Merchandising and Purchasing
Mark Dixon	Vice President of Operations
Nona Griesman	Vice President of Operations
Leslie Ellerbe Ireland	Assistant Secretary
Patricia D. Yost	Assistant Secretary
Roberta Lang	Assistant Secretary

ARTICLE 6
ROLE OF LIMITED PARTNERS

Section 6.1. **Rights or Powers.** The Limited Partner(s) have the rights and the status of limited partners under the Act. Except as otherwise set forth in Section 6.2 hereof, no Limited Partner shall have any right or power to take part in the management or control of the Partnership or its business and affairs or to act for or bind the Partnership in any way.

Section 6.2. **Voting Rights.** The Limited Partners shall have the right to vote only on the matters explicitly set forth in this Agreement.

Section 6.3. **Limitation on Liability.** Except as provided in the Act, no Limited Partner shall have any personal liability whatever, whether to the Partnership, the General Partner or any creditor of the Partnership, for the debts of the Partnership or any of its losses beyond the amount of the Limited Partner's Capital Contribution. Neither the General Partner nor the Partnership shall take any action or pursue any course of conduct that could create any personal liability for any Limited Partner.

Section 6.4. **Bankruptcy; Death.** Neither the Bankruptcy, death, disability nor declaration of incompetence of a Limited Partner shall dissolve the Partnership, but the rights of a Limited Partner to share in the profits and losses of the Partnership and to receive distributions of Partnership funds shall, on the happening of such an event, devolve upon the Limited Partner's estate, legal representative or successors in interest, as the case may be, subject to this Agreement, and the Partnership shall continue as a limited partnership. The Limited Partner's estate, representative or successors in interest shall be liable for all of the obligations of the Limited Partner.

ARTICLE 7
BANK ACCOUNTS, BOOKS OF ACCOUNT, REPORTS,
AND FISCAL YEAR

Section 7.1. **Bank Account; Investments.** The General Partner shall establish one or more bank accounts into which all Partnership funds shall be deposited. Funds of the Partnership may be deposited into accounts along with the funds of affiliated entities, so long as separate entries are made on the books and records of the Partnership and on the books and records of each such other entity reflecting that deposits in such bank account of Partnership funds are for the account of the Partnership and that withdrawals from such bank account in respect of the Partnership have been made for the purpose of distributing funds to the Partners or for the purpose of paying liabilities of the Partnership. Funds deposited by the Partnership into such bank accounts may be withdrawn only in furtherance of the business of the Partnership or for distribution to the Partners pursuant to this Agreement. However, pending their withdrawal for such purposes, Partnership funds may be invested in such manner as the General Partner may determine.

Section 7.2. Books and Records.

(a) In General. The General Partner shall keep books and records of the Partnership using any generally accepted accounting method of its choice.

(b) Book Value of Partnership Property. The initial book value of Partnership Property shall be the cost of such Property or, if such Property is contributed to the Partnership, the fair market value at the time of contribution. The initial book value shall be appropriately adjusted for depreciation, depletion or write-off. The book value of Partnership Property shall be further adjusted when required pursuant to this Agreement and any applicable provisions of the Code or the Regulations.

(c) Access to Partnership Books and Records. The books and records of the Partnership shall be maintained at the Partnership's principal place of business and all Partners shall be allowed reasonable access to such records for any proper purpose.

Section 7.3. Determination of Profit and Loss. All items of Partnership income, expense, gain, loss, deduction and credit shall be determined with respect to, and allocated in accordance with, this Agreement for each Partner for each Partnership fiscal year. As soon as is reasonably practicable after the end of each Partnership fiscal year, the General Partner shall cause to be prepared and furnished to each Limited Partner, at Partnership expense, a balance sheet of the Partnership (dated as of the end of the fiscal year then ended), and a related statement of income and loss for the Partnership (for the same year).

Section 7.4. [Tax Returns and Information] The Partners intend for the Partnership to be treated as a partnership for state law and state taxation purposes but taxed as a corporation for federal income tax purposes. The General Partner shall prepare or cause to be prepared all federal, state and local income and other tax returns which the Partnership is required to file in accordance with the above intent of the Partners.]

Section 7.5. Right of Other Partners. Nothing in this Section is intended to waive any rights a Partner may have under the Code with respect to the audit of the Partnership.

Section 7.6. Fiscal Year. The Partnership's fiscal year shall be selected by the General Partner.

Section 7.7. Annual Reports. Within a reasonable period after the end of each Partnership fiscal year, each Partner shall be furnished with pertinent information regarding the Partnership and its activities during such period.

ARTICLE 8

AMENDMENTS: MEETINGS

Section 8.1. Amendments. Except as otherwise expressly provided in this Agreement, amendments to this Agreement may be proposed by the General Partner or any Limited Partner. Following such proposal, the General Partner shall submit to the Limited Partners a verbatim statement of any proposed amendment, providing that counsel for the Partnership shall have

approved of the same in writing as to form, and the General Partner shall include in any such submission a recommendation as to the proposed amendment. The General Partner shall seek the written vote of the Partners on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that it may deem appropriate. For purposes of obtaining a written vote, the General Partner may require response within a reasonable specified time, but not less than 15 days, and failure to respond in such time period shall constitute a vote which is consistent with the General Partner's recommendation with respect to the proposal. Except as otherwise expressly provided in this Agreement, a proposed amendment shall be adopted and be effective as an amendment hereto if it receives the vote of the General Partner and a simple majority of the Interests of the Limited Partners.

Section 8.2. Meetings of the Partners.

(a) Meetings of the Partners may be called by the General Partner. The call shall state the nature of the business to be transacted. Notice of any such meeting shall be given to all Partners not less than seven days nor more than 30 days prior to the date of such meeting. Partners may vote in person or by proxy at such meeting. Whenever the vote or consent of Partners is permitted or required under this Agreement, such vote or consent may be given at a meeting of Partners or may be given in accordance with the procedure prescribed in Section 8.1 hereof. Except as otherwise expressly provided in this Agreement, the vote of majority in Interest of the Partners shall control.

(b) At least once a year, as soon as possible after the financial statements are completed, a meeting may be held for all Partners. The General Partner will review and discuss the financial statements at the meeting and report to the Limited Partners the Partnership's financial condition. All Partners must receive prior notice of the meeting date, time, and place. Failure to have an annual meeting, however, is not a breach of this Agreement.

(c) For the purpose of determining the Partners entitled to vote on, or to vote at, any meeting of the Partners or any adjournment thereof, the General Partner or the Limited Partners requesting such meeting may fix, in advance, a date as the record date for any such determination. Such date shall not be more than 30 days nor less than 10 days before any such meeting.

(d) Each Limited Partner may authorize any Person or Persons to act for him by proxy on all matters in which a Limited Partner is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partner or his attorney-in-fact. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Limited Partner executing it.

(e) Each meeting of Partners shall be conducted by such other Person as the General Partner may appoint pursuant to such rules for the conduct of the meeting as the General Partner or such other Person deems appropriate.

(f) Notwithstanding ARTICLE 8, whenever the vote or consent of the Partners is permitted or required under the Agreement, such vote or consent may be given at a meeting of the Partners or may be given via written consent.

ARTICLE 9

TRANSFERS OF INTERESTS

Section 9.1. **Transfers.** Except as otherwise provided in this ARTICLE 9, any Limited Partner may sell, assign, transfer, encumber, or otherwise dispose of all or a portion of his Interest in the Partnership without the prior written consent of any other Partner. An assignee of a Limited Partnership Interest shall be entitled to those rights set forth in the Act and may be admitted as a Limited Partner with the written consent of the General Partner and a majority in Interests of the Limited Partners.

Section 9.2. **Involuntary Withdrawal.** In the event that any of the following events occur with respect to a Partner, such Partner shall be deemed to be a withdrawing Partner hereunder. The non-withdrawing Partners shall have the option to purchase the Partnership Interest of such withdrawing Partner for the purchase price provided in Section 9.3. The events are as follows:

- (a) A Partner files a voluntary petition in bankruptcy or shall be adjudicated to be bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy law or any present or future applicable state, federal or other law relative to bankruptcy, insolvency or other relief for debts;
- (b) Any Partner shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of such Partner, or of all or any substantial part of its properties or its Partnership Interest;
- (c) If a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a Partner seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any present or future applicable state, federal or other law relating to bankruptcy, insolvency or other relief of debtors and such Partner shall acquiesce in the entry thereof;
- (d) Any trustee, receiver, conservator or liquidator of such Partner or of all or any substantial part of its properties or its Partnership Interest shall be appointed without the consent or acquiescence of such Partner and such appointment shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive);

- (e) If a Partner makes an assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; and
- (f) Any Partner shall admit in writing its inability to pay its debts as they mature or give notice to any governmental body of its insolvency or suspension of operations or initiate proceedings to dissolve or liquidate.

For the purpose hereof, a Partner shall be considered to acquiesce in an order, judgment or decree if such Partner does not file a petition or motion to vacate or discharge the same within 21 days after its entry.

Section 9.3. Purchase Price. In the event of a sale between Partners pursuant to Section 9.2 hereof, the purchase price which shall be paid by the acquiring Partner to the withdrawing Partner shall be an amount equal to the sum of the withdrawing Partner's Capital Contributions, reduced by any distributions made pursuant to Section 4.1.

Section 9.4. Condition to Transfer. The initial Partners are those Partners who executed this Agreement as General and Limited Partners on the Effective Date. After the Effective Date, no Person may be admitted as a Partner except as provided in this Agreement and the Act. Once the Person is admitted as a Partner, the Person has the rights and obligations of a Limited Partner or General Partner, as applicable. Any new Partner will be required to accept and assume, in writing, this Agreement's terms and conditions. With respect to any transfer of a Partnership Interest, each transferee to whom a Partnership Interest is transferred shall upon the written request of the General Partner, as a condition to such transfer, deliver to the General Partner (i) an opinion of counsel addressed to the Partnership and in form and substance satisfactory to the Partnership and its counsel to the effect that (a) the transfer of such Partnership Interest does not require registration under the Securities Act of 1933, as amended, or under applicable state securities or blue sky laws, (b) after giving effect to such transfer, the Partnership will not be subject to registration under the Investment Company Act of 1940, as amended.

Section 9.5. Effect of Change of Partners. Subject to all of the provisions of this Agreement, the dissolution, liquidation, or substitution of any Limited Partner shall not interrupt the continuity of or cause the termination or dissolution of the Partnership.

ARTICLE 10 GENERAL PARTNERS

Section 10.1. Additional General Partners. Except as provided in this ARTICLE 10 and Section 11.1 hereof, no Person shall be admitted to the Partnership as a General Partner without the unanimous consent of the Partners.

Section 10.2. Covenant Not to Withdraw, Transfer or Dissolve. Except as otherwise permitted by this Agreement, the General Partner hereby covenants and agrees not to (a) withdraw or attempt to withdraw from the Partnership, (b) exercise any power under this Act to dissolve the Partnership, or (c) Transfer all or any portion of his Interest in the Partnership as a

General Partner. Further, the General Partner hereby covenants and agrees to continue to carry out the duties of a General Partner hereunder until the Partnership is dissolved and liquidated pursuant to ARTICLE 11 hereof. A General Partner will, however, be removed upon at least a majority of the Interests of the Limited Partners agreeing if:

(a) A General Partner materially breaches the General Partner's obligations and does not cure, or commence and diligently prosecute curing, the breach within 90 days after notice of the breach by any Limited Partner; or

(b) The General Partner commits any act or omission of fraud or malfeasance to the Partnership's injury.

Section 10.3. General Partner's Withdrawal Constitutes a Breach of this Agreement. If a General Partner withdraws in violation of this ARTICLE 10, the withdrawal will be treated as breaching this Agreement. The Partnership may recover damages from the withdrawing Partner, including the reasonable cost of replacing the services the withdrawing Partner was obligated to perform. The Partnership may, in addition to pursuing any remedies otherwise available under applicable law, recover from the withdrawing Partner by offsetting any damages against any amount otherwise distributable to the withdrawing Partner.

Section 10.4. Election of New General Partners. Any Partner may nominate one or more Persons for election as additional General Partners. The election of an additional General Partner shall require an affirmative vote of all of the Partners.

ARTICLE 11

DISSOLUTION AND WINDING UP

Section 11.1. Liquidating Events. Subject to the Act, each Partner expressly waives any right which it might otherwise have to dissolve the Partnership except as set forth in this ARTICLE 11. The Partnership shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

- (a) The sale of all or substantially all of the Property;
- (b) The unanimous written consent of all the Partners to dissolve, wind up, and liquidate the Partnership;
- (c) The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Partnership; or
- (d) Any event which causes there to be no General Partner.

The Partners hereby agree that, notwithstanding any provision of the Act, the Partnership shall not dissolve prior to the occurrence of a Liquidating Event. Furthermore, if an event specified in Section 11.1(d) hereof occurs, the Limited Partners may, within 90 days of the date such event occurs, unanimously vote to elect a successor General Partner and continue the Partnership business, in which case the Partnership shall not dissolve. If it is determined, by a court of

competent jurisdiction, that the Partnership has dissolved (i) prior to the occurrence of a Liquidating Event, or (ii) upon the occurrence of an event specified in Section 11.1(d) hereof following which the Limited Partners elect a successor General Partner pursuant to the previous sentence, the Partners hereby agree to continue the business of the Partnership without a winding up or liquidation.

Section 11.2. Winding Up. Upon the occurrence of a Liquidating Event, the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Partners. No Partner shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Partnership's business and affairs. The General Partner (or, in the event there is no remaining General Partner, any Person elected by a majority in interest of the Limited Partners) (the "Liquidator") shall be responsible for overseeing the winding up and dissolution of the Partnership and shall take full account of the Partnership's liabilities and Property. The Liquidator may sell any or all Partnership Property, including to Partners, and any resulting gain or loss from each sale shall be computed and allocated to the Partners in accordance with the provisions of ARTICLE 3 and make final distributions as provided herein and in the Act. With respect to all Partnership Property that has not been sold, the fair market value of that Property shall be determined and the unrealized income, gain, loss, and deduction inherent in Property shall be allocated among the Partners as if there were a taxable disposition of that Property for the fair market value of that Property on the date of distribution. Partnership Property shall be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the General Partner;
- (b) Second, to the payment and discharge of all of the Partnership's debts and liabilities to the Partners; and
- (c) Thereafter, any remaining distributions shall be made to the Partners in accordance with their Interests.

No General Partner shall receive any additional compensation for any services performed pursuant to this ARTICLE 11.

Section 11.3. Rights of Limited Partners. Except as otherwise provided in this Agreement, each Limited Partner shall look solely to the assets of the Partnership for the return of his Capital Contribution and shall have no right or power to demand or receive Property other than cash from the Partnership. No Limited Partner shall have priority over any other Limited Partner as to the return of his Capital Contributions, distributions, or allocations. Except as provided in this Section, no Limited Partner may cause the Partnership's dissolution and winding up by court decree or otherwise.

Section 11.4. Notice of Dissolution. In the event a Liquidating Event occurs or an event occurs that would, but for provisions of Section 11.1, result in a dissolution of the Partnership, the General Partner shall, within 30 days thereafter, provide written notice thereof to

each of the Partners and to all other parties with whom the Partnership regularly conducts business (as determined in the discretion of the General Partner) and shall publish notice thereof in a newspaper of general circulation in each place in which the Partnership regularly conducts business (as determined in the discretion of the General Partner).

Section 11.5. Liability for Indebtedness Secured by Assets Distributed in Kind. If the Partnership makes distributions in kind of Property that secures indebtedness, each Partner receiving the distribution of Property subject to the indebtedness will be severally liable for a share of the indebtedness proportionate to the share of the Property distributed to each Partner. The several liability will be among each Partner but not for the benefit of others. No Partner will, however, be deemed to have assumed any personal liability on any indebtedness secured by Property distributed to any Partner for which the Partner is not liable under the terms of the instrument creating the indebtedness beyond the value of the Property that secures such liability. Additionally, each Partner's liability to other Partners for indebtedness secured by Property distributed to the Partner will be limited to the value of the Partner's interest in the Property. Indebtedness secured by Property distributed to Partners in kind need not be discharged from the Partnership's liquidation proceeds.

ARTICLE 12 CONFIDENTIALITY OF INFORMATION

Section 12.1. Generally. Each Partner is entitled to all information under the circumstances and subject to the conditions stated in this Agreement and the Act. The Partners agree, however, that the General Partner may determine, due to contractual obligations, business concerns, or other considerations:

- (a) that certain information regarding the business, affairs, Property, and the Partnership's financial condition will be kept confidential and not provided to some or all other Limited Partners; and
- (b) that it is not just or reasonable for those Partners, assignees, or representatives to examine or copy that information.

Section 12.2. Damages; Exceptions. The Partners acknowledge that they may receive information regarding the Partnership in the nature of trade secrets or that otherwise is confidential. They acknowledge that the release of this information may be damaging to the Partnership or Persons with which it does business. Each Partner will hold in strict confidence any information it receives regarding the Partnership that is identified as being confidential (and if that information is provided in writing, that is so marked). The Partners acknowledge that breaching this Section's provisions may cause irreparable injury to the Partnership for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Partners agree that this Section's provisions may be enforced by specific performance. No Partner may disclose confidential information to any Person other than another Partner, except the following disclosures;

- (a) Those compelled by law, but the Partner must notify the General Partner or a majority in interest of Limited Partners, as appropriate, promptly of any request for that information, before disclosing it, if practicable.
- (b) Those to advisers or representatives of the Partner or the Partner's assignees, but only if they have agreed to be bound by this Section's provisions.
- (c) Those of information the Partner also has received from a source independent of the Partnership that the Partner reasonably believes obtained that information without breaching any confidentiality obligation.

ARTICLE 13 POWER OF ATTORNEY

Section 13.1. **General Partner as Attorney-in-Fact.** Each Limited Partner hereby makes, constitutes, and appoints the General Partner and any successor General Partner, with full power of substitution and resubstitution, his true and lawful attorney-in-fact for him and in his name, place, and stead and for his use and benefit, to sign, execute, certify, acknowledge, swear to, file, and record (a) this Agreement and all agreements, certificates, instruments, and other documents amending or changing this Agreement as now or thereafter amended which the General Partner may deem necessary, desirable, or appropriate including, without limitation, amendments or changes to reflect (i) the exercise by any General Partner of any power granted to him under this Agreement; (ii) any amendments adopted by the Partners in accordance with the terms of this Agreement; (iii) the admission of any substituted Partner; and (iv) the disposition by any Partners of his interest in the Partnership; and (b) any certificates, instruments, and documents as may be required by, or may be appropriate under, the laws of the State of Texas or any other state or jurisdiction in which the Partnership is doing or intends to do business. Each Limited Partner authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing, hereby giving each such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or advisable to be done in connection with the foregoing as fully as such Limited Partner might or could do personally, and hereby ratifying and confirming all that any such attorney-in-fact shall lawfully do or cause to be done by virtue thereof or hereof.

Section 13.2. **Nature of Special Power.** The power of attorney granted pursuant to this ARTICLE 13:

- (a) is a special power of attorney coupled with an interest and is irrevocable;
- (b) may be exercised by any such attorney-in-fact by listing the Limited Partners executing any agreement, certificate, instrument, or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for such Limited Partners; and

- (c) shall survive the death, disability, legal incapacity, bankruptcy, insolvency, dissolution, or cessation of existence of a Limited Partner and shall survive the delivery of an assignment by a Limited Partner of the whole or a portion of his Interest in the Partnership, except that where the assignment is of such Limited Partner's entire Interest in the Partnership and the assignee, with the consent of the General Partner, is admitted as a substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution.

ARTICLE 14 **MISCELLANEOUS**

Section 14.1. **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be (i) mailed by first class mail, postage prepaid, registered or certified with return receipt requested, (ii) hand delivered to the intended addressee or (iii) sent by facsimile transmission followed by confirmatory letter. Notice so mailed shall be effective upon the expiration of three (3) days after its deposit; notice provided by facsimile transmission shall be effective on the date so transmitted, provided that such transmission is made during the recipient's normal business hours and a copy thereof, together with confirmation of such transmission, is delivered the next business day by any of the other methods herein described; and notice given in any other manner shall be effective upon actual receipt by the addressee. For purposes of notice, the addresses and facsimile numbers of the Partners shall be as stated under their names on the attached Exhibit A; provided, however, that each Partner shall have the right to change its address and facsimile number for notice hereunder to any location by the giving of thirty (30) days' notice to the other Partners in the manner set forth above.

Section 14.2. **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

Section 14.3. **Construction.** Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

Section 14.4. **Time.** Time is of the essence with respect to this Agreement.

Section 14.5. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

Section 14.6. **Severability.** If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in

this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

Section 14.7. Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

Section 14.8. Further Action. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge, and delivery any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

Section 14.9. Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

Section 14.10. Governing Law. The laws of the State of Texas shall govern all aspects of the relationship between the parties to this Agreement, including the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Partners.

Section 14.11. Competing Business. Notwithstanding anything to the contrary contained in or inferable from this Agreement, the Act or any other statute or principle of law, the Partners and their Affiliates shall not be prohibited or restricted from investing in or conducting, and may invest in and/or conduct, businesses of any nature whatsoever. The investing in or conducting of any such business by a Partner or any Affiliate thereof shall not give rise in the other Partners or the Partnership to any claim for an accounting or any right to claim any interest therein, to claim the profits therefrom or to participate therein, even if such investment or business is of a character which, if presented to the Partnership, could be undertaken by the Partnership.

Section 14.12. Waiver of Action for Partition. Each of the Partners irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Partnership Property.

Section 14.13. Facsimile Signatures; Counterpart Execution. This Agreement may be executed by facsimile signature and/or in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Section 14.14. Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the

General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of such General Partner.

Section 14.15. Creditors. No provision of this Agreement will be for the benefit of or enforceable by any creditors of the Partnership or other third parties.

Section 14.16. Waiver. No failure by any Partner to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach of this Agreement constitutes waiver of any breach or any other covenant, duty, agreement, or condition.

Section 14.17. Offset. Whenever the Partnership is to pay any sum to any Partner, any amounts that Partner owes the Partnership may be deducted from that sum before payment.

[signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement of Limited Partnership as of the day first above set forth.

GENERAL PARTNER:

WHOLE FOODS MARKET SOUTHWEST I, INC.

By: Will Paradise
Will Paradise, President

LIMITED PARTNER:

WHOLE FOODS MARKET SOUTHWEST
INVESTMENTS, INC.

By: Anthony Gilmore
Anthony Gilmore, President

SIGNATURE PAGE

Whole Foods Market Southwest LP Amended and Restated Agreement of Limited Partnership v1 20040330.doc

IN WITNESS WHEREOF, the parties have entered into this Agreement of Limited Partnership as of the day first above set forth.

GENERAL PARTNER:

WHOLE FOODS MARKET SOUTHWEST I, INC.

By: _____
Will Paradise, President

LIMITED PARTNER:

WHOLE FOODS MARKET SOUTHWEST
INVESTMENTS, INC.

By: _____
Anthony Gilmore, President

SIGNATURE PAGE

Whole Foods Market Southwest LP Amended and Restated Agreement of Limited Partnership v1 20040330.doc

EXHIBIT A

PERCENTAGE INTERESTS IN PARTNERSHIP

<u>Name and Address</u>	<u>Ownership Interest</u>	<u>Initial Capital Contribution</u>
<u>General Partner:</u>		
Whole Foods Market Southwest I, Inc. 601 North Lamar, Suite 300 Austin, TX 78701	1.0%	\$10.00
<u>Limited Partner:</u>		
Whole Foods Market Southwest Investments, Inc. 2751 Centerville Road, Suite 334 Wilmington, DE 19808	99.0%	See Schedule I attached hereto

EXHIBIT A

Whole Foods Market Southwest LP Amended and Restated Agreement of Limited Partnership v1 20040330.doc

SCHEDULE 1

All equipment, fixtures, inventory, leasehold improvements, accounts receivable, and other assets belonging to Seller with regard to the going business located at:

1. 914 N. Lamar
Austin, Texas 78703
2. 9070 Research Blvd. #201
Austin, Texas 78758
3. 2900 South Shepherd
Houston, Texas 77098
4. 4006 South Lamar #400
Austin, Texas 78704
5. 2218 Lower Greenville Ave.
Dallas, Texas 75206
6. 60 Dal-Rich Village
Richardson, Texas 75080
7. 11145 Westheimer Rd.
Houston, Texas 77042
8. 3711 Colony Dr.
San Antonio, Texas 78230
9. 6401 Woodway #149
Houston, Texas 77057
10. 7205 Skillman Avenue
Dallas, Texas 75231
11. 2201 Preston Road, Suite C
Plano, Texas 75093
12. 840 Interchange
Austin, Texas 78721

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WHOLE FOODS MARKET SOUTHWEST I, INC.", CHANGING ITS NAME FROM "WHOLE FOODS MARKET SOUTHWEST I, INC." TO "WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST I, INC.", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2004, AT 2 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2483599 8100
040927422

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3567860

DATE: 12-21-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:00 PM 12/21/2004
FILED 02:00 PM 12/21/2004
SRV 040927422 - 2483599 FILE

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
WHOLE FOODS MARKET SOUTHWEST I, INC.**

It is hereby certified that:

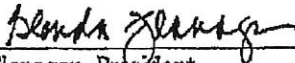
1. The name of the corporation (the "Corporation") is Whole Foods Market Southwest I, Inc.

2. Paragraph 1 of the Certificate of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

"1. The name of the Corporation is Whole Foods Market Rocky Mountain/Southwest I, Inc."

3. The amendment to the Certificate of Incorporation herein certified was duly adopted by written consent of the sole stockholder of the Corporation in accordance with the applicable provisions of Sections 228 and 242 of the Delaware General Corporation Law.

EXECUTED this 17 day of December, 2004.

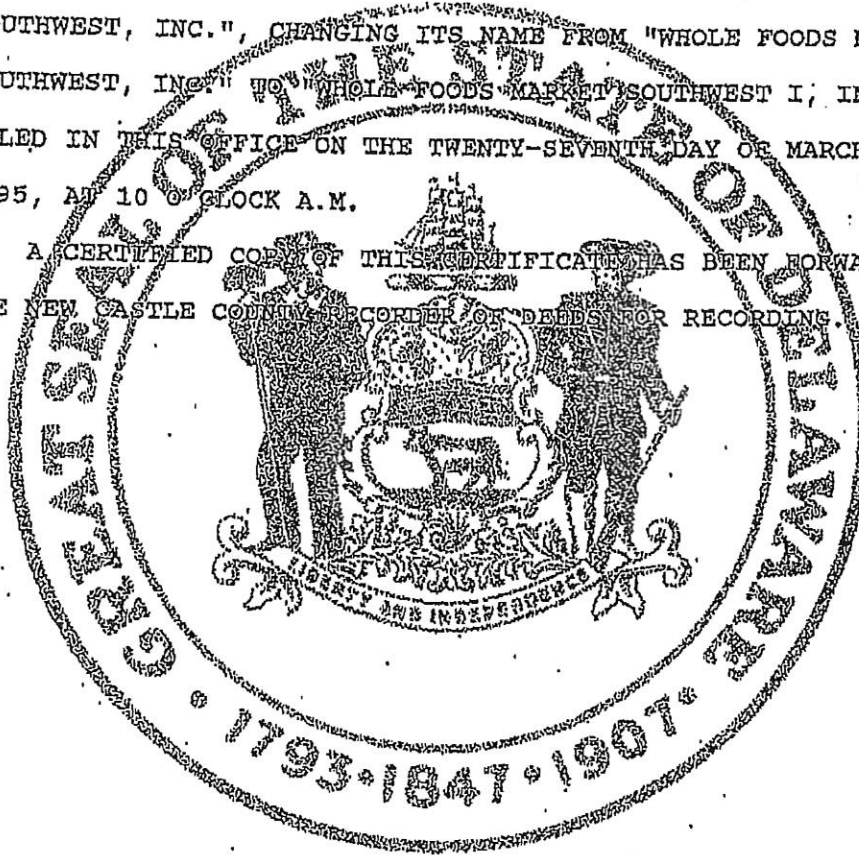


Glenda Flanagan, President

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WHOLE FOODS MARKET SOUTHWEST, INC.", CHANGING ITS NAME FROM "WHOLE FOODS MARKET SOUTHWEST, INC." TO "WHOLE FOODS MARKET SOUTHWEST I, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF MARCH, A.D. 1995, AT 10 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State

2483599 8100

950066256

AUTHENTICATION:

7451517

DATE:

03-27-95

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
WHOLE FOODS MARKET SOUTHWEST, INC.

Whole Foods Market Southwest, Inc., a corporation organized and existing under the Delaware General Corporation Law (the "Corporation"), does hereby certify:

The amendment to the Corporation's Certificate of Incorporation set forth in the following resolution approved by the Corporation's Board of Directors and Shareholders was duly adopted in accordance with the provisions of sections 141, 228 and 242 of the Delaware General Corporation Law:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended as follows:

A. Article 1 of the Certificate of Incorporation of the Corporation is amended in its entirety to read as follows:

"1. The name of the Corporation is WHOLE FOODS MARKET SOUTHWEST I, INC."

IN WITNESS WHEREOF, WHOLE FOODS MARKET SOUTHWEST, INC. has caused this Certificate to be signed and attested by its duly authorized officers, to be effective as of the 27th day of March, 1995.

WHOLE FOODS MARKET SOUTHWEST, INC.

By: Glenda Flanagan
Glenda Flanagan
Vice President

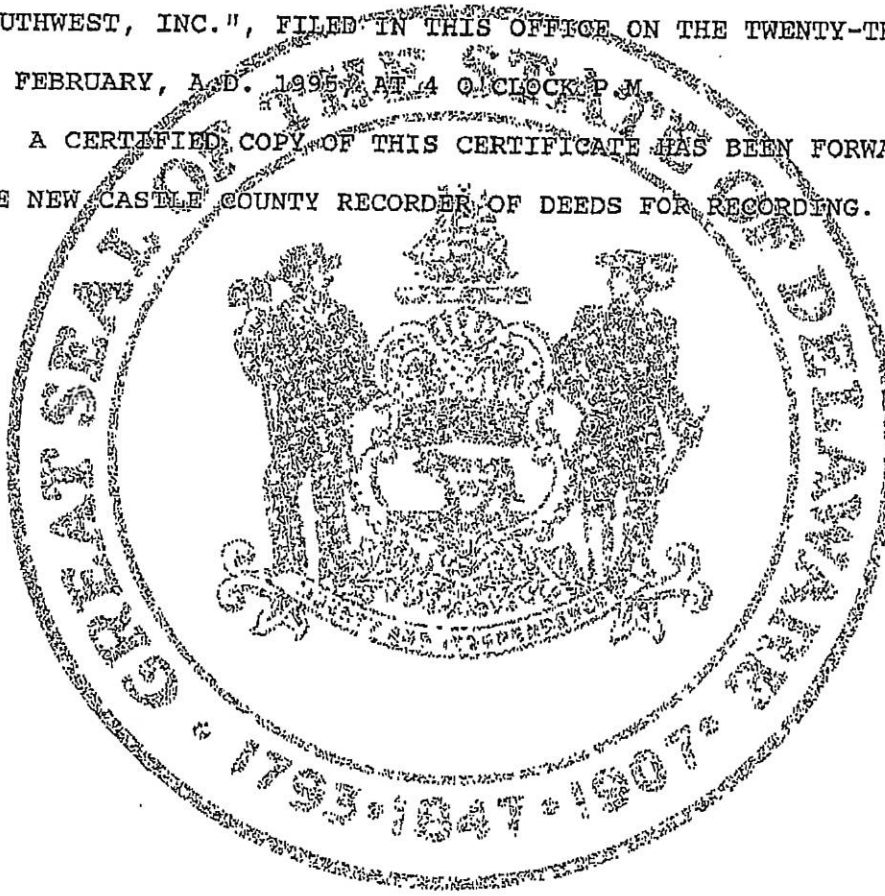
ATTEST:

Glenda Flanagan
Glenda Flanagan, Secretary

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "WHOLE FOODS MARKET SOUTHWEST, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 1995 AT 4 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State

2483599 8100

950041761

AUTHENTICATION:

7419398

DATE:

02-24-95

CERTIFICATE OF INCORPORATION**OF****WHOLE FOODS MARKET SOUTHWEST, INC.**

1. The name of the Corporation is: Whole Foods Market Southwest, Inc.
2. The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle, Delaware. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The aggregate number of shares which the corporation shall have authority to issue is one thousand (1,000) shares of common stock and the par value for each of such shares is One dollar and No/100 (\$1.00), amounting in the aggregate to One Thousand Dollars (\$1,000.00).
5. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the bylaws of the Corporation. Election of directors need not be by written ballot unless the bylaws so provide.
6. The Corporation reserves the right to amend and repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware. All rights herein conferred are granted subject to this reservation.
7. Meetings of shareholders may be held within or without the State of Delaware, as the bylaws provide. The books of the Corporation may be kept (subject to any provision contained in the bylaws) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or the bylaws of the Corporation.
8. The Corporation is to have perpetual existence.
9. The Corporation shall have the power to indemnify any person for whom indemnification is permitted by Section 145 of the Delaware General Corporation Law, as amended, to the fullest extent permissible under Section 145 of the Delaware General Corporation Law, as amended, and the Corporation may purchase such liability, indemnification and/or other similar insurance as the Corporation from time to time shall deem necessary or appropriate.

The Corporation may purchase and maintain liability, indemnification and/or other similar insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of Section 145 of the Delaware General Corporation Law.

The power to indemnify provided in this Article 9 shall be exercised (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders.

10. The right to cumulate votes in the election of directors, and/or cumulative voting by any shareholder, is hereby expressly denied.

11. No shareholder of this Corporation shall, by reason of his holding shares of any class of stock of this Corporation, have any preemptive or preferential right to purchase or subscribe for any shares of any class of stock of this Corporation, now or hereafter to be authorized, or any notes, debentures, bonds or other securities convertible into or carrying options, warrants or rights to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares or such notes, debentures, bonds or other securities would adversely affect the dividend or voting rights of any such shareholder, other than such rights, if any, as the Board of Directors, at its discretion, from time to time may grant, and at such price as the Board of Directors at its discretion may fix; and the Board of Directors may issue shares of any class of stock of this Corporation or any notes, debentures, bonds or other securities convertible into or carrying options, warrants or rights to purchase shares of any class without offering any such shares of any class or such notes, debentures, bonds or other securities either in whole or in part to the existing shareholders of any class.

12. No contract or other transaction between this Corporation and any person, firm, association or corporation and no act of this Corporation, shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the directors of this Corporation is pecuniarily or otherwise interested, directly or indirectly, in such contract, transaction or act, or is related to or interested in such person, firm, association or corporation as a director, shareholder, officer, employee, member or otherwise. Any director so interested or related who is present at any meeting of the Board of Directors or committee of directors at which action on any such contract, transaction or act is taken may be counted in determining the presence of a quorum at such meeting and the vote at such meeting of any such director may be counted in determining the approval of any such contract, transaction or act. No director so interested or related shall, because of such interest or relationship, be disqualified from holding his office or be liable to the Corporation or to any shareholder or creditor thereof for any loss incurred by this Corporation under or by reason of such contract, transaction or act, or be accountable for any gains or profits he may have realized therein.

13. Pursuant to Section 102 of the Delaware General Corporation Law, as amended, no member of the Board of Directors shall be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) any act under Section 174 of the Delaware General Corporation Law regarding the unlawful payment of dividends, or (iv) any transaction from which the director derived an improper benefit.

14. Any action required by the Act to be taken at any annual or special meeting of the shareholders of the Corporation, and/or any action that may be taken at any annual or special meeting of the shareholders of the Corporation, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted. Such action shall be taken in accordance with the provisions of Section 228 of the Delaware General Corporation Law, as amended.

15. The name and mailing address of the incorporator is:

Donald L. Stuart
c/o Drenner & Stuart, L.L.P.
301 Congress Avenue, Suite 2100
Austin, Texas 78701

16. The powers of the incorporator shall terminate upon filing of this certificate of incorporation, and the name and mailing address of the person who is to serve as the sole director of the Corporation until the first annual meeting of the shareholders or until his successors are elected and qualified is:

John Mackey
Whole Foods Market Southwest, Inc.
1705 Capital of Texas Hwy. South, Suite 400
Austin, Texas 78746

The undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, does make this certificate, hereby declaring and certifying that this is his act and deed and the facts herein stated are true, and accordingly has executed this Certificate of Incorporation this 23rd day of February, 1995.


Donald L. Stuart

**JOINT WRITTEN CONSENT
IN LIEU OF ANNUAL MEETING OF THE
SOLE STOCKHOLDER AND BOARD OF DIRECTORS
OF
WHOLE FOODS MARKET SOUTHWEST INVESTMENTS, INC.
A Delaware Corporation**

February 1, 2017

The undersigned, being the sole stockholder and the sole member of the Board of Directors of Whole Foods Market Southwest Investments, Inc., a Delaware corporation (the "Corporation"), hereby, pursuant to the provisions of Sections 228 and 141(f) of the Delaware General Corporation Law, give written consent to and approve the following resolutions and each and every action effected thereby:

1. Election of Director.

RESOLVED, that Albert Percival shall serve as the sole director of the Corporation, to serve as such until his successor is elected or appointed and qualified or, if earlier, until his death, resignation, or removal, and to the extent not elected hereby, all existing directors of the Corporation are hereby removed.

2. Election of Officers.

RESOLVED, that the following individuals are elected to the offices of the Corporation set forth opposite their respective names, each to serve as such until such officer's successor is elected or appointed and qualified or, if earlier, until the death, resignation, or removal from office of any such person, and to the extent not elected hereby, all existing officers of the Corporation are hereby removed:

Albert Percival	President, Secretary and Treasurer
Glenda Flanagan	Assistant Secretary
Patricia D. Yost	Assistant Secretary

RESOLVED FURTHER, that to the extent the President of the Corporation is not available to sign a contract, the Board of Directors hereby delegates and assigns to each officer named above the power to sign contracts on behalf of the Corporation to the same extent the President could sign, if available, and that the signature of any such officer on any contract shall be sufficient to evidence that the President was not available to sign such contract.

3. Delegation of Authority.

RESOLVED, that the Board of Directors hereby delegates and assigns to each employee ("Team Member") designated by the President of the Corporation the power to sign contracts on behalf of the Corporation the subject matter of

which falls within the scope of such Team Member's usual responsibilities in the ordinary course of the Corporation's business.

4. General Authorization.

RESOLVED, that the officers and director of the Corporation be, and they hereby are, authorized and directed to execute and deliver all documents, instruments and other agreements, to waive any and all conditions and to do all things necessary and helpful to carry out the business of the Corporation; and all acts and deeds of the officers and director and of the agents of the Corporation which are consistent with the business of the Corporation shall be, and the same hereby are, in all respects, ratified, approved, confirmed and adopted as the acts and deeds of the Corporation.

RESOLVED FURTHER, that all acts and deeds duly performed on behalf of the Corporation by the officers and director of the Corporation since the date of the last meeting or consent of the Board of Directors or stockholder of the Corporation, whether or not specifically authorized, be, and they hereby are, ratified, confirmed and adopted as the acts and deeds of the Corporation.

5. Counterparts; Facsimile Signatures.

RESOLVED, that this written consent may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same instrument.

RESOLVED FURTHER, that each such multiple counterpart of this written consent may be transmitted via facsimile, email or other similar electronic means and executed by one or more of the undersigned, and a facsimile, email or other electronic transmission of the signature of one or more of the undersigned shall be deemed an original signature for all purposes and have the same force and effect as a manually-signed original.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the day and year first written above.

SOLE STOCKHOLDER:

WHOLE FOODS MARKET, INC.

By: Glenda Flanagan
Glenda Flanagan, Executive Vice President
and Chief Financial Officer

DIRECTOR:

Albert Percival
Albert Percival, Director

SIGNATURE PAGE TO
JOINT WRITTEN CONSENT IN LIEU OF ANNUAL MEETING OF THE
SOLE STOCKHOLDER AND BOARD OF DIRECTORS OF
WHOLE FOODS MARKET SOUTHWEST INVESTMENTS, INC.

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "WHOLE FOODS MARKET SOUTHWEST INVESTMENTS, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 1995, AT 4 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

2483593 8100

950041762

AUTHENTICATION:

7419394

DATE:

02-24-95

CERTIFICATE OF INCORPORATION

OF

WHOLE FOODS MARKET SOUTHWEST INVESTMENTS, INC.

1. The name of the Corporation is: Whole Foods Market Southwest Investments, Inc.
2. The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle, Delaware. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The aggregate number of shares which the corporation shall have authority to issue is one thousand (1,000) shares of common stock and the par value for each of such shares is One dollar and No/100 (\$1.00), amounting in the aggregate to One Thousand Dollars (\$1,000.00).
5. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the bylaws of the Corporation. Election of directors need not be by written ballot unless the bylaws so provide.
6. The Corporation reserves the right to amend and repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware. All rights herein conferred are granted subject to this reservation.
7. Meetings of shareholders may be held within or without the State of Delaware, as the bylaws provide. The books of the Corporation may be kept (subject to any provision contained in the bylaws) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or the bylaws of the Corporation.
8. The Corporation is to have perpetual existence.
9. The Corporation shall have the power to indemnify any person for whom indemnification is permitted by Section 145 of the Delaware General Corporation Law, as amended, to the fullest extent permissible under Section 145 of the Delaware General Corporation Law, as amended, and the Corporation may purchase such liability, indemnification and/or other similar insurance as the Corporation from time to time shall deem necessary or appropriate.

The Corporation may purchase and maintain liability, indemnification and/or other similar insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of Section 145 of the Delaware General Corporation Law.

The power to indemnify provided in this Article 9 shall be exercised (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders.

10. The right to cumulate votes in the election of directors, and/or cumulative voting by any shareholder, is hereby expressly denied.

11. No shareholder of this Corporation shall, by reason of his holding shares of any class of stock of this Corporation, have any preemptive or preferential right to purchase or subscribe for any shares of any class of stock of this Corporation, now or hereafter to be authorized, or any notes, debentures, bonds or other securities convertible into or carrying options, warrants or rights to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares or such notes, debentures, bonds or other securities would adversely affect the dividend or voting rights of any such shareholder, other than such rights, if any, as the Board of Directors, at its discretion, from time to time may grant, and at such price as the Board of Directors at its discretion may fix; and the Board of Directors may issue shares of any class of stock of this Corporation or any notes, debentures, bonds or other securities convertible into or carrying options, warrants or rights to purchase shares of any class without offering any such shares of any class or such notes, debentures, bonds or other securities either in whole or in part to the existing shareholders of any class.

12. No contract or other transaction between this Corporation and any person, firm, association or corporation and no act of this Corporation, shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the directors of this Corporation is pecuniarily or otherwise interested, directly or indirectly, in such contract, transaction or act, or is related to or interested in such person, firm, association or corporation as a director, shareholder, officer, employee, member or otherwise. Any director so interested or related who is present at any meeting of the Board of Directors or committee of directors at which action on any such contract, transaction or act is taken may be counted in determining the presence of a quorum at such meeting and the vote at such meeting of any such director may be counted in determining the approval of any such contract, transaction or act. No director so interested or related shall, because of such interest or relationship, be disqualified from holding his office or be liable to the Corporation or to any shareholder or creditor thereof for any loss incurred by this Corporation under or by reason of such contract, transaction or act, or be accountable for any gains or profits he may have realized therein.

13. Pursuant to Section 102 of the Delaware General Corporation Law, as amended, no member of the Board of Directors shall be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for (i) any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) any act under Section 174 of the Delaware General Corporation Law regarding the unlawful payment of dividends, or (iv) any transaction from which the director derived an improper benefit.

14. Any action required by the Act to be taken at any annual or special meeting of the shareholders of the Corporation, and/or any action that may be taken at any annual or special meeting of the shareholders of the Corporation, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted. Such action shall be taken in accordance with the provisions of Section 228 of the Delaware General Corporation Law, as amended.

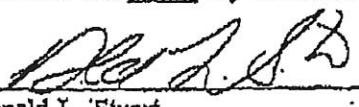
15. The name and mailing address of the incorporator is:

Donald L. Stuart
c/o Drenner & Stuart, L.L.P.
301 Congress Avenue, Suite 2100
Austin, Texas 78701

16. The powers of the incorporator shall terminate upon filing of this certificate of incorporation, and the name and mailing address of the person who is to serve as the sole director of the Corporation until the first annual meeting of the shareholders or until his successors are elected and qualified is:

John Mackey
Whole Foods Market Southwest Investments, Inc.
1705 Capital of Texas Hwy. South, Suite 400
Austin, Texas 78746

The undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, does make this certificate, hereby declaring and certifying that this is his act and deed and the facts herein stated are true, and accordingly has executed this Certificate of Incorporation this 23rd day of February, 1995.


Donald L. Stuart

**JOINT WRITTEN CONSENT
IN LIEU OF ANNUAL MEETING OF THE
SOLE STOCKHOLDER AND BOARD OF DIRECTORS
OF
WHOLE FOODS ROCKY MOUNTAIN/SOUTHWEST I, INC.
A Delaware Corporation**

February 1, 2017

The undersigned, being the sole stockholder and the sole member of the Board of Directors of Whole Foods Market Rocky Mountain/Southwest I, Inc., a Delaware corporation (the "**Corporation**"), hereby, pursuant to the provisions of Sections 228 and 141(f) of the Delaware General Corporation Law, give written consent to and approve the following resolutions and each and every action effected thereby:

1. Election of Director.

RESOLVED, that Albert Percival shall serve as the sole director of the Corporation, to serve as such until his successor is elected or appointed and qualified or, if earlier, until his death, resignation, or removal, and to the extent not elected hereby, all existing directors of the Corporation are hereby removed.

2. Election of Officers.

RESOLVED, that the following individuals are elected to the offices of the Corporation set forth opposite their respective names, each to serve as such until such officer's successor is elected or appointed and qualified or, if earlier, until the death, resignation, or removal from office of any such person and to the extent not elected hereby, all existing officers of the Corporation are hereby removed:

Albert Percival	President, Vice President, Secretary, and Treasurer
Glenda Flanagan	Assistant Secretary
Patricia D. Yost	Assistant Secretary

3. Delegation of Authority.

RESOLVED, that the Board of Directors hereby delegates and assigns to each employee of the Corporation ("**Team Member**") designated by the President of the Corporation the power to sign contracts on behalf of the Corporation the subject matter of which falls within the scope of such Team Member's usual responsibilities in the ordinary course of the Corporation's business.

4. General Authorization.

RESOLVED, that the officers and director of the Corporation be, and they hereby are, authorized and directed to execute and deliver all documents, instruments and other agreements, to waive any and all conditions and to do all

things necessary and helpful to carry out the business of the Corporation; and all acts and deeds of the officers and director and of the agents of the Corporation which are consistent with the business of the Corporation shall be, and the same hereby are, in all respects, ratified, approved, confirmed and adopted as the acts and deeds of the Corporation.

RESOLVED FURTHER, that all acts and deeds duly performed on behalf of the Corporation by the officers and director of the Corporation since the date of the last meeting or consent of the Board of Directors or stockholder of the Corporation, whether or not specifically authorized, be, and they hereby are, ratified, confirmed and adopted as the acts and deeds of the Corporation.

5. Facsimile Signatures.

RESOLVED, that this written consent may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same instrument.

RESOLVED FURTHER, that each such multiple counterpart of this written consent may be transmitted via facsimile, email or other similar electronic means and executed by one or more of the undersigned, and a facsimile, email or other electronic transmission of the signature of one or more of the undersigned shall be deemed an original signature for all purposes and have the same force and effect as a manually-signed original.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent to be effective as of the date first written above.

SOLE STOCKHOLDER:

WHOLE FOODS MARKET, INC.

By: Glenda Flanagan
Glenda Flanagan, Executive Vice President
and Chief Financial Officer

SOLE DIRECTOR:

Albert Percival
Albert Percival, Director

SIGNATURE PAGE TO
JOINT WRITTEN CONSENT IN LIEU OF ANNUAL MEETING OF THE
SOLE STOCKHOLDER AND BOARD OF DIRECTORS OF
WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST I, INC.

WHOLE FOODS MARKET, INC.

SECRETARY'S CERTIFICATE

I, Heather Stern, hereby certify that I am the Secretary of **Whole Foods Market, Inc.**, a Texas corporation (the "**Company**"), and that I have been appointed and am presently serving in such capacity in accordance with the Bylaws of the Company. I further certify that I am authorized, on behalf of the Company, to execute this certificate.

On August 28, 2017 Walnut Sub Properties, LLC acquired 100% of the outstanding shares of stock in the Company. Prior to this transaction, the Company was a publicly traded company.

I hereby certify that the following individuals are the duly elected, qualified and acting primary directors and officers of the Company for liquor licensing purposes and are authorized to act on behalf of the Company as the primary officers for liquor licensing purposes, and that they were appointed and are presently serving in such capacities in accordance with the Bylaws of the Company:

Director	Michael Deal
President	A. C. Gallo
Vice President	Heather Stern
Treasurer	Vacant
Secretary	Heather Stern
Assistant Secretary	Albert Percival

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate on this 20th day of September, 2017.

WHOLE FOODS MARKET, INC.

By: 

Heather Stern, Secretary

Form 805
(Revised 06/11)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709

Filing Fee: See instructions



Statement of Event or Fact

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
AUG 28 2017
Corporations Section

Entity Information

The following entity or entities are filing this statement of event or fact. (All entities that were required to execute the filing instrument to which this statement relates must be listed.)

The name of the entity and the file number, if any, issued by the secretary of state is:

Whole Foods Market, Inc.

44435900

State the name of the entity as currently shown in the records of the secretary of state.

File number, if any

The name of the entity and the file number, if any, issued by the secretary of state is:

Walnut Merger Sub, Inc.

802743236

State the name of the entity as currently shown in the records of the secretary of state.

File number, if any

The name of the entity and the file number, if any, issued by the secretary of state is:

State the name of the entity as currently shown in the records of the secretary of state.

File number, if any

Identification of Filing Instrument

The following filing instrument was filed with the secretary of state to take effect on the occurrence of a future event or fact, other than the passage of time.

The filing instrument is identified as: Certificate of Merger

The instrument was filed with the secretary of state on: 08/24/2017

mm/dd/yyyy

Confirmation

This statement is filed to confirm that each event or fact on which the effect of the instrument is conditioned has been satisfied or waived. The date and time on which the condition was satisfied or waived was:

4:18 AM CT

08/28/2017

Time

mm/dd/yyyy

RECEIVED

AUG 28 2017

Secretary of State

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: August 28, 2017

/s/ Heather Stern, General Counsel & Secretary

/s/ Michael D. Deal, President & Secretary

Signature and title of authorized person(s) (see instructions)

Form 622**(Revised 12/15)**

Return in duplicate to:

Secretary of State

P.O. Box 13697

Austin, TX 78711-3697

512 463-5555

FAX: 512 463-5709

Filing Fee: see instructions**Certificate of Merger
Combination Merger
Business Organizations Code**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
AUG 24 2017
Corporations Section**Parties to the Merger**

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

Party 1Whole Foods Market, Inc.*Name of Organization*

The organization is a

For-Profit Corporation*Specify organizational form (e.g., for-profit corporation)*

It is organized under the laws of

TX United States*State* *Country*The file number, if any, is 44435900*Texas Secretary of State file number*Its principal place of business is 550 Bowie StreetAustinTX*Address**City**State*☒ The organization will survive the merger. ☐ The organization will not survive the merger.☐ The plan of merger amends the name of the organization. The new name is set forth below.*Name as Amended***Party 2**Walnut Merger Sub, Inc.*Name of Organization*

The organization is a

For-Profit Corporation*Specify organizational form (e.g., for-profit corporation)*

It is organized under the laws of

TX United States*State* *Country*The file number, if any, is 802743236*Texas Secretary of State file number*Its principal place of business is 211 E. 7th Street, Suite 620AustinTX*Address**City**State*☐ The organization will survive the merger. ☒ The organization will not survive the merger.☐ The plan of merger amends the name of the organization. The new name is set forth below.*Name as Amended***Party 3***Name of Organization*

The organization is a

Specify organizational form (e.g., for-profit corporation)

It is organized under the laws of

RECEIVED**AUG 24 2017****Secretary of State**

State Country The file number, if any, is Texas Secretary of State file number

Its principal place of business is

Address

City

State

☐ The organization will survive the merger. ☐ The organization will not survive the merger.

☐ The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Plan of Merger

☐ The plan of merger is attached.

If the plan of merger is not attached, the following statements must be completed.

Alternative Statements

Instead of providing the plan of merger, each domestic filing entity certifies that:

1. A plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.

2. On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic entities or non-code organizations, to any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

Item 3A is the default selection. If the merger effected an amendment to, a restatement of, or an amendment and restatement of the certificate of formation of a surviving filing entity, you must select and complete one of the options shown below. Options 3B and 3C require the submission of the described attachment.

3A. No amendments to the certificate of formation of any surviving filing entity that is a party to the merger are effected by the merger.

3B. ☐ No amendments to the certificate of formation of any filing entity are being effected by the merger or by the restated certificate of formation of the surviving filing entity named in the attached restated certificate of formation.

3C. ☒ The plan of merger effected an amendment and restatement of the certificate of formation of a surviving filing entity. The amendments being made and the name of the surviving entity restating its certificate of formation are set forth in the attached restated certificate of formation containing amendments.

3D. ☐ The plan of merger effected amendments or changes to the following surviving filing entity's certificate of formation.

Name of filing entity effecting amendments

The changes or amendments to the filing entity's certificate of formation, other than the name change noted previously, are stated below.

Amendment Text Area

--

4. Organizations Created by Merger

The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the plan of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

Name of New Organization 1	Jurisdiction	Entity Type (See instructions)
----------------------------	--------------	--------------------------------

Principal Place of Business Address	City	State	Zip Code
-------------------------------------	------	-------	----------

Name of New Organization 2	Jurisdiction	Entity Type (See instructions)
----------------------------	--------------	--------------------------------

Principal Place of Business Address	City	State	Zip Code
-------------------------------------	------	-------	----------

Name of New Organization 3	Jurisdiction	Entity Type (See instructions)
----------------------------	--------------	--------------------------------

Principal Place of Business Address	City	State	Zip
-------------------------------------	------	-------	-----

Approval of the Plan of Merger

The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

☐ The approval of the owners or members of _____
Name of domestic entity
was not required by the provisions of the BOC.

Effectiveness of Filing (Select either A, B, or C.)

A. ☐ This document becomes effective when the document is accepted and filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☒ This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: November 22, 2017

The following event or fact will cause the document to take effect in the manner described below:

Text Area

Pursuant to the Agreement and Plan of Merger by and among Amazon.com, Inc. ("Parent"), Walnut Merger Sub, Inc. ("Merger Sub") and Whole Foods Market, Inc. (the "Company"), dated as of June 15, 2017 (the "Merger Agreement"), the delivery to Parent and Merger Sub of a certificate signed on behalf of the Company by its Chief Executive Officer or Chief Financial Officer certifying that the conditions set forth in Section 7.2(a) and Section 7.2(b) of the Merger Agreement are satisfied and the delivery to the Company of a certificate signed on behalf of Parent and Merger Sub by an executive officer of Parent certifying that the conditions set forth in Section 7.3(a) and Section 7.3(b) of the Merger Agreement are satisfied.

Tax Certificate

- ☐ Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.
- ☒ Instead of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: August 24, 2017

Whole Foods Market, Inc.

Merging Entity Name

/s/ Heather Stern

Signature of authorized person (see instructions)

Heather Stern, General Counsel & Secretary

Printed or typed name of authorized person

Walnut Merger Sub, Inc.

Merging Entity Name

/s/ Michael D. Deal

Signature of authorized person (see instructions)

Michael D. Deal, President & Secretary

Printed or typed name of authorized person

Merging Entity Name

Signature of authorized person (see instructions)

Printed or typed name of authorized person

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
WHOLE FOODS MARKET, INC.**

ARTICLE 1. NAME

The name of this corporation is Whole Foods Market, Inc.

ARTICLE 2. REGISTERED OFFICE AND AGENT

The address of the registered office of this corporation is 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218, and the name of its registered agent at such address is Corporation Service Company.

ARTICLE 3. PURPOSES

The purpose of this corporation is to engage in any and all lawful business for which a for-profit corporation may be organized under the Texas Business Organizations Code.

ARTICLE 4. SHARES

The total number of shares the corporation is authorized to issue is 100 shares of common stock having a par value of \$.01 per share.

ARTICLE 5. BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws for this corporation, subject to the power of the shareholders to amend or repeal such Bylaws. The shareholders shall also have the power to adopt, amend or repeal the Bylaws for this corporation.

ARTICLE 6. DIRECTORS

Written ballots are not required in the election of Directors. The number of directors constituting the Board of Directors shall be provided for in the Bylaws for this corporation. The names and addresses of the persons who are now serving as Directors of this corporation are:

<u>Name</u>	<u>Address</u>
Michael D. Deal	211 E. 7 th Street, Suite 620 Austin, Texas 78701-3218

ARTICLE 7. WRITTEN CONSENT OF SHAREHOLDERS

Any action required by the Texas Business Organizations Code to be taken at any annual or special meeting of shareholders, or any action which may be taken at any annual or special meeting of shareholders, may be taken without a meeting, without prior notice, and without a vote, if one or more written consents setting forth the action so taken shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

ARTICLE 8. PREEMPTIVE RIGHTS

Preemptive rights shall not exist with respect to shares of stock or securities convertible into shares of stock of this corporation.

ARTICLE 9. CUMULATIVE VOTING

The right to cumulate votes in the election of Directors shall not exist with respect to shares of stock of this corporation.

ARTICLE 10. AMENDMENTS TO CERTIFICATE OF FORMATION

This corporation reserves the right to amend or repeal any of the provisions contained in this Certificate of Formation in any manner now or hereafter permitted by law, and the rights of the shareholders of this corporation are granted subject to this reservation.

ARTICLE 11. LIMITATION OF DIRECTOR LIABILITY

No Director of this corporation shall be liable to this corporation or its shareholders for an act or omission in such capacity as a Director except liability resulting from:

1. A breach of the Director's duty of loyalty to this corporation or its shareholders;
2. An act or omission not in good faith that involves intentional misconduct or a knowing violation of the law;
3. A transaction from which the Director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office;
4. An act or omission for which the liability of the Director is expressly provided for by a statute; or
5. An act related to an unlawful stock repurchase or payment of a dividend.

ARTICLE 12. INDEMNIFICATION

This corporation shall, to the full extent permitted by applicable law, indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding by reason of the fact that such person is or was an officer or Director of this corporation.

ARTICLE 13. BUSINESS COMBINATIONS WITH AFFILIATED SHAREHOLDERS

This corporation expressly elects not to be governed by Title 2, Chapter 21 Subchapter M of the Texas Business Organizations Code.

AUG 23 2017

Corporations Section

CERTIFICATE OF AMENDMENT OF
WHOLE FOODS MARKET, INC.
A Texas Corporation

Whole Foods Market, Inc., a Texas for-profit corporation (the "Corporation"), hereby adopts this Certificate of Amendment (the "Amendment").

1. The name of the Corporation is Whole Foods Market, Inc.
2. The Corporation is a for-profit corporation organized under the laws of the State of Texas.
3. The file number issued to the Corporation by the secretary of state is 44435900.
4. The date of formation of the Corporation is August 15, 1978.
5. The following identified provision of the Corporation's Amended and Restated Articles of Incorporation is amended as follows:

The second sentence of ARTICLE IV, Section A is replaced with the following sentence:

"The aggregate number of shares of Common Stock authorized to be issued is 600,000,000 shares with no par value."

6. This Amendment has been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the Corporation.
7. This document becomes effective when the document is filed by the secretary of state.

[Remainder of page intentionally left blank]

RECEIVED

AUG 23 2017

Secretary of State

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: August 23, 2017

WHOLE FOODS MARKET, INC.,
a Texas corporation

By: /s/ Heather Stern
Name: Heather Stern
Title: General Counsel &
Secretary

[Signature Page to Certificate of Amendment]

INCORPORATED UNDER THE LAWS OF THE STATE OF TEXAS



WHOLE FOODS MARKET, INC.

COMMON STOCK

Par Value \$0.01 per share

~~Registered~~

Walnut Sub Properties, LLC

registered holding One Hundred (100)

of the Common Stock of WHOLE FOODS MARKET, INC.

transferable only on the books of the Corporation by the holder hereof in person or by attorney upon surrender of this certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed.

this 28th day

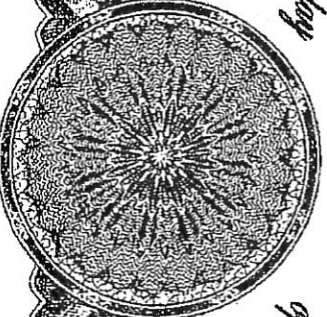
of August 28th 2017

Heather Stern

Heather Stern, Secretary

Keith Manbeck

Keith Manbeck, Exec. Vice President



THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER AND/OR THE SUBMISSION TO THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT ANY SUCH TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR APPLICABLE STATE SECURITIES LAWS AND/OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.

*For Value Received, _____ hereby sell, assign, and transfer
unto _____*

*Shares
represented by the within Certificate, and do hereby
irrevocably constitute and appoint _____*

*Attorney
to transfer the said Shares on the books of the within named
Corporation with full power of substitution in the premises.*

Dated _____ A.D. 20 _____

In presence of _____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
FACE OF THE CERTIFICATE. IN EVERY PARTICULAR, WITHOUT
ATTENTION OR ENLARGEMENT ON ANY CHANGE WHATSOEVER.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WALNUT SUB PROPERTIES LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF AUGUST, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "WALNUT SUB PROPERTIES LLC" WAS FORMED ON THE THIRTEENTH DAY OF JUNE, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



6444220 8300

SR# 20175725877

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203059628

Date: 08-15-17

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "WALNUT SUB PROPERTIES LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF JUNE, A.D. 2017, AT 11:15 O'CLOCK A.M.



6444220 8100
SR# 20174720484

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 202701622
Date: 06-13-17

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:15 AM 06/13/2017
FILED 11:15 AM 06/13/2017
SR 20174720484 File Number: 6444220

CERTIFICATE OF FORMATION

OF

WALNUT SUB PROPERTIES LLC

This Certificate of Formation of Walnut Sub Properties LLC (the "LLC"), dated as of June 13, 2017, is being duly executed by an authorized person to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.).

FIRST: The name of the limited liability company is Walnut Sub Properties LLC.

SECOND: The purpose of the LLC is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental to the foregoing.

THIRD: The address of the registered office of the LLC in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808.

FOURTH: The address of the registered agent for service of process on the LLC in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808. The name of the registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

Executed by:

Michael D. Deal

39FCD84500784AC

Name: Michael D. Deal

Title: Manager

WALNUT SUB PROPERTIES LLC

CERTIFICATE OF SECRETARY

The undersigned, Michael D. Deal certifies the following:

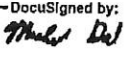
1. I am the duly elected, qualified and acting Vice President and Secretary of Walnut Sub Properties LLC, a Delaware limited liability company (the "Company"). As Vice President and Secretary of the Company, I am authorized to execute and deliver this Certificate in the name of and on behalf of the Company.
2. The persons below are duly elected and qualified officers of the Company as of the date hereof and hold the office specified opposite his name below:

Name	Title	Date Elected
Michael D. Deal	President	June 15, 2017
Michael D. Deal	Vice President, Secretary, and Treasurer	June 15, 2017
Jeffrey Van Hove	Vice President	June 15, 2017

3. The officers named above are duly authorized for and on behalf of the Company to execute documents on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this day September 3, 2017.

WALNUT SUB PROPERTIES LLC

DocuSigned by:

By: _____
39FCD84500764AC...
Michael D. Deal
Vice President and Secretary

EXECUTION VERSION

**LIMITED LIABILITY COMPANY AGREEMENT
OF
WALNUT SUB PROPERTIES LLC**
A Delaware Limited Liability Company

Dated as of:

June 15, 2017

LIMITED LIABILITY COMPANY AGREEMENT

OF

WALNUT SUB PROPERTIES LLC

THE UNDERSIGNED is executing this Limited Liability Company Agreement (this "Agreement") for the purpose of forming a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq. (as amended and in effect from time to time, the "Delaware Act"), and does hereby certify as follows:

1. Name; Formation. The name of the Company shall be Walnut Sub Properties LLC, or such other name as the Board of Managers may from time to time hereafter designate. The Company shall be formed upon the execution and filing by any of Manager, by any person designated by the Board of Managers or by any officer, agent or employee of the registered agent of the Company in the State of Delaware (any such person being hereby authorized to take such action) of a certificate of formation of the Company with the Secretary of State of the State of Delaware setting forth the information required by Section 18-201 of the Delaware Act.

2. Definitions; Rules of Construction. In addition to terms otherwise defined herein, the following terms are used herein as defined below:

"Board of Managers" means the board of managers referenced in Section 7 hereof.

"Bylaws" shall mean the Bylaws of the Company as amended from time to time which Bylaws are expressly incorporated herein by reference as part of this Agreement. The initial Bylaws of the Company are attached hereto as **Exhibit B** and are hereby adopted and approved by the Members.

"Capital Contribution" means, with respect to any Member, the amount or value of cash (or promissory obligations), property or services contributed by such Member to the Company in accordance with Section 8 hereof.

"Certificate" means a certificate substantially in the form of **Exhibit A** to this Agreement issued by the Company that evidences an Interest in the Company.

"Initial Member" means Walnut Sub Enterprises LLC, a Delaware limited liability company.

"Interest" means the ownership interest of a Member in the Company (which shall be considered personal property for all purposes), consisting of (i) such Member's Percentage Interest in profits, losses, allocations and distributions, (ii) such Member's right to vote or grant or withhold consents with respect to Company matters as provided herein or in the Delaware Act and (iii) such Member's other rights and privileges as provided herein or in the Delaware Act.

"Majority in Interest of the Members" means Members whose Percentage Interests aggregate to greater than fifty percent (50%) of the Percentage Interests of all Members.

"Manager" means a member of the Board of Managers as designated in, or selected pursuant to, Section 7 hereof. Each Manager shall constitute a 'manager', as such term is defined in Section 18-101 of the Delaware Act.

"Members" means the Initial Member and all other persons or entities admitted as additional or substituted Members pursuant to this Agreement, so long as they remain Members. Reference to a "Member" means any one of the Members.

"Percentage Interest" means a Member's share of the profits and losses of the Company and the Member's percentage right to receive distributions of the Company's assets. The Percentage Interest of each Member shall initially be the percentage set forth opposite such Member's name on Schedule I, as such Schedule shall be amended from time to time in accordance with the provisions hereof. The combined Percentage Interest of all Members shall at all times equal one hundred percent (100%).

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words "hereof," "herein," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

3. Purpose. The business and purpose of the Company shall be to invest Company assets in, and to acquire, hold, dispose of, manage or otherwise exercise rights with respect to, property of any nature, real or personal, and to engage in such other activities as may be necessary or convenient to the conduct, promotion or attainment of the foregoing. The Company may engage in such activities directly or through partnerships, funds, joint ventures or other business structures. The Company may also engage in any other businesses or activities

that may be engaged in by a limited liability company formed under the Delaware Act, as such other activities may be approved from time to time by the Board of Managers.

4. Offices.

(a) The principal office of the Company, and such additional offices as the Board of Managers may determine to establish, shall be located at such place or places inside or outside the State of Delaware as the Board of Managers may designate from time to time.

(b) The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Wilmington, Delaware 19808. The registered agent of the Company for service of process at such address is the Corporation Service Company. Such registered office or registered agent may be changed by the Board of Managers from time to time.

5. Members. The name and business, mailing or residence address of each Member of the Company are as set forth on Schedule I attached hereto, as the same may be amended from time to time.

6. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 14 of this Agreement.

7. Management of the Company.

(a) Subject to the delegation of rights and powers as provided for herein and in the Bylaws, the Board of Managers shall have the sole right to manage the business of the Company and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company. No Member, by reason of its status as such, shall have any authority to act for or bind the Company but shall have only the right to vote on or approve the actions specified herein or in the Delaware Act to be voted on or approved by the Members. At any time that there is only one Member, any and all action provided for herein or in the Bylaws to be taken or approved by the "Members" shall be taken or approved by the sole Member.

(b) Without limitation of Section 7(a), the powers of the Board of Managers shall include the power to do or cause the Company to do any of the following:

(i) expend Company funds in connection with the operation of the business of the Company or otherwise pursuant to this Agreement;

(ii) employ and dismiss from employment any and all officers, employees, agents, independent contractors, attorneys and accountants;

(iii) prosecute, settle or compromise all claims against third parties, defend, compromise, settle or accept judgment on claims against the Company and execute all documents and make all representations, admissions and waivers in connection therewith;

(iv) borrow money on behalf of the Company from any person, issue promissory notes, drafts and other negotiable and non-negotiable instruments and evidences of indebtedness, secure payment of any such indebtedness by mortgage, pledge or assignment of property of the Company, whether at the time owned or thereafter acquired, and guarantee the obligations of others;

(v) hold, receive, mortgage, pledge, lease, transfer, exchange, otherwise dispose of, grant options with respect to, and otherwise deal in and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to all property of whatever nature held or owned by, or licensed to, the Company;

(vi) have and maintain one or more offices at such place or places as is determined by the Board of Managers;

(vii) open, maintain and close bank accounts, money market accounts or investment, custody or other financial accounts and draw checks and other orders for the payment of monies;

(viii) engage accountants, custodians, consultants and attorneys and any and all other agents and assistants (professional and nonprofessional) and pay such compensation in connection with such engagements that the Board of Managers determines is appropriate;

(ix) maintain such insurance relating to the business of the Company, upon such terms, as the Board of Managers determines is appropriate; and

(x) enter into, execute, make amend, supplement, acknowledge, deliver and cause the Company to perform any and all contracts, agreements, licenses and other instruments, undertakings and understandings that the Board of Managers determines are necessary, appropriate or incidental to carrying on the business and affairs of the Company.

(c) The Company shall have such officers as are provided for in the Bylaws, and such officers shall be elected, removed and perform such functions as are provided in the Bylaws. The Board of Managers may appoint, employ, or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its sole discretion. The Board of Managers may delegate to any officer of the Company or to any such other person or entity such authority to act on behalf of the Company as the Board of Managers may from time to time deem appropriate in its sole discretion. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Board of Managers.

(d) Except as otherwise provided by the Board of Managers or in the Bylaws, when the taking of such action has been authorized by the Board of Managers, any Manager or officer of the Company, or any other person specifically authorized by the Board of

Managers, may execute any contract or other agreement or document on behalf of the Company and may execute on behalf of the Company and file with the Secretary of State of the State of Delaware any certificates or filings provided for in the Delaware Act.

(e) The Board of Managers shall consist of one (1) Manager or such other number as the Board of Managers shall determine. The Board of Managers shall initially be composed of the following individuals:

Michael D. Deal

Vacancies on the Board of Managers from whatever cause shall be filled by the remaining Managers, or, if there be none, by a vote of a Majority in Interest of the Members. Managers shall serve for a term of one (1) year and thereafter until their respective successors are duly elected by the Members or until their earlier death, retirement, incapacity or removal. Managers can be removed with or without cause by a vote of a Majority in Interest of the Members. Determinations to be made by the Managers in connection with the conduct of the business of the Company shall be made in the manner provided in the Bylaws, unless otherwise specifically provided herein.

8. Capital Contributions; Capital Accounts; Administrative Matters;
Certificates.

(a) The Initial Member has contributed to the Company the cash or other property identified on **Schedule I** hereto. Except as otherwise agreed by all Members, the Initial Member shall have no right or obligation to make any further capital contributions to the Company. Persons or entities hereafter admitted as Members of the Company shall make such contributions of cash (or promissory obligations), property or services to the Company as shall be determined by the Members, acting unanimously, at the time of each such admission.

(b) At any time that the Company has more than one Member, it is the intention of the Members that the Company shall be taxed as a "partnership" for federal, state, local and foreign income tax purposes, and the following provisions shall apply:

(i) A single, separate capital account shall be maintained for each Member. Each Member's capital account shall be credited with the amount of money and the fair market value of property (net of any liabilities secured by such contributed property that the Company assumes or takes subject to) contributed by that Member to the Company; the amount of any Company liabilities assumed by such Member (other than in connection with a distribution of Company property), and such Member's distributive share of Company profits (including tax exempt income). Each Member's capital account shall be debited with the amount of money and the fair market value of property (net of any liabilities that such Member assumes or takes subject to) distributed to such Member; the amount of any liabilities of such Member assumed by the Company (other than in connection with a contribution); and such Member's distributive share of Company losses (including items that may be neither deducted nor capitalized for federal income tax purposes).

(ii) Notwithstanding any provision of this Agreement to the contrary, each Member's capital account shall be maintained and adjusted in accordance with the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and the regulations thereunder (the "Regulations"), including, without limitation, (x) the adjustments permitted or required by Internal Revenue Code Sections 704(b) and, to the extent applicable, the principles expressed in Internal Revenue Code Section 704(c) and (y) adjustments required to maintain capital accounts in accordance with the "substantial economic effect test" set forth in the Regulations under Internal Revenue Code Section 704(b). No Member shall have any obligation to contribute any amount to the Company in the event of a negative balance of its capital account, and the Members' intend to use a "qualified income offset" provision as defined in Section 1.704-1(b)(2)(ii)(d) of the Regulations.

(iii) Any Member, including any substitute Member, who shall receive an Interest (or whose Interest shall be increased) by means of a transfer to him of all or a part of the Interest of another Member, shall have a capital account that reflects the capital account associated with the transferred Interest (or the applicable percentage thereof in case of a transfer of a part of an Interest).

(iv) The fiscal year of the Company shall be a calendar year. The books and records of the Company shall be maintained in accordance with generally accepted accounting principles and Section 704(b) of the Internal Revenue Code and the Regulations.

(v) All items of Company income, gain, loss, deduction, credit or the like shall be allocated among the Members in accordance with their respective Percentage Interests as set forth in **Schedule I**.

(c) At any time that the Company has only one Member, it is the intention of the Member that the Company shall be disregarded for federal, state, local and foreign income tax purposes and that all items of income, gain, loss, deduction, credit or the like of the Company shall be treated as items of income, gain, loss, deduction, credit or the like of the Member.

(d) (i) Each Member's Interest in the Company shall be evidenced by a Certificate. Each Certificate shall be executed by the President, any Vice President, the Secretary, any Assistant Secretary or any Manager (or other person designated by the Board of Managers or in the Bylaws).

(ii) The Company shall keep or cause to be kept a register in which, subject to such regulations as the Board of Managers may adopt, the Company will provide for the registration of Interests and the registration of transfers of Interests. The Board of Managers shall maintain such register and provide for such registration. Upon surrender for registration of transfer of any Certificate, and subject to the further provisions of this Section 8(d) and the limitations on transfer contained elsewhere in this Agreement or in the Bylaws, the Company will

cause the execution, in the name of the registered holder or the designated transferee, of one or more new Certificates, evidencing the same aggregate Percentage Interest as did the Certificate surrendered. Every Certificate surrendered for registration of transfer shall be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Board of Managers duly executed, by the registered holder thereof or such holder's authorized attorney.

(iii) The Company shall issue a new Certificate in place of any Certificate previously issued if the record holder of the Certificate (A) makes proof by affidavit, in form and substance satisfactory to the Board of Managers, that a previously issued Certificate has been lost, destroyed or stolen, (B) requests the issuance of a new Certificate before the Company has received notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim, (C) if requested by the Board of Managers, delivers to the Company a bond, in form and substance satisfactory to the Board of Managers, with such surety or sureties and with fixed or open liability as the Board of Managers may direct, to indemnify the Company, as registrar, against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate, and (D) satisfies any other reasonable requirements imposed by the Board of Managers.

(iv) An Interest in the Company evidenced by a Certificate shall constitute a security for all purposes of Article 8 of the Uniform Commercial Code promulgated by the National Conference of Commissioners on Uniform State Laws, as in effect in Delaware or any other applicable jurisdiction. Delaware law shall constitute the local law of the Company's jurisdiction in its capacity as the issuer of Interests.

9. Assignments of Interests.

(a) No Member may sell, assign, pledge or otherwise transfer or encumber (collectively "transfer") all or any part of its Interest in the Company, and no transferee of all or any part of the Interest of a Member shall be admitted as a substituted Member, without, in either event, having obtained the prior written consent of all other Members.

(b) The Board of Managers shall amend **Schedule I** from time to time to reflect transfers made in accordance with, and as permitted under, this Section 9. Any purported transfer in violation of this Section 9 shall be null and void and shall not be recognized by the Company.

10. Resignation. No Member shall have the right to resign from the Company except with the consent of all of the other Members and upon such terms and conditions as may be specifically agreed upon between such other Members and the resigning Member. The provisions hereof with respect to distributions upon resignation are exclusive and no Member shall be entitled to claim any further or different distribution upon resignation under Section 18-604 of the Delaware Act or otherwise.

11. Additional Members. The Members, acting unanimously, shall have the right to admit additional Members upon such terms and conditions, at such time or times, and for

such Capital Contributions as shall be determined by all of the Members; and in connection with any such admission, the Board of Managers shall amend **Schedule I** to reflect the name, address and Capital Contribution of the additional Member and any agreed upon changes in Percentage Interests.

12. Distributions. Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Board of Managers may determine. Distributions shall be made to (and profits and losses shall be allocated among) Members pro rata in accordance with their respective Percentage Interests.

13. Return of Capital. No Member or Manager shall have any liability for the return of any Member's Capital Contribution which Capital Contribution shall be payable solely from the assets of the Company at the absolute discretion of the Board of Managers, subject to the requirements of the Delaware Act.

14. Dissolution. The Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

- (a) The determination of all of the Members to dissolve the Company;
- (b) The sale or other disposition of all or substantially all of the assets of the Company in one transaction or a series of related transactions; or
- (c) The occurrence of any event causing a dissolution of the Company under Section 18-801 of the Delaware Act, unless the Company is continued as permitted under the Delaware Act.

15. Winding Up of the Company. If the Company is dissolved pursuant to Section 14 hereof, the Managers, or if there is no remaining Manager, such person as is designated by a Majority in Interest of the Members (the remaining Managers or such person being herein referred to as the "Liquidator"), shall proceed to wind up the business and affairs of the Company upon such terms, price and conditions as are determined by the Liquidator in accordance with the terms hereof and the requirements of the Delaware Act. A reasonable amount of time shall be allowed for the period of winding up in light of prevailing market conditions and so as to avoid undue loss in connection with any sale of Company assets. This Agreement shall remain in full force and effect and continue to govern the rights and obligations of the Members and Managers and the conduct of the Company during the period of winding up the Company's affairs. The Liquidator, if other than a Manager, shall have and may exercise, without further authorization or consent of Members, all of the powers conferred upon the Managers under the terms of this Agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during such period of time as shall be reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Company. The Liquidator shall liquidate the assets of the Company, and apply and distribute the proceeds of such liquidation in

the following order of priority, unless otherwise required by mandatory provisions of applicable law:

(a) to creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or by the establishment of reserves of cash or other assets of the Company for contingent liabilities in amounts, if any, determined by the Liquidator to be appropriate for such purposes), other than liabilities for distributions to Members and former Members under Sections 18-601 or 18-604 of the Delaware Act;

(b) to Members and former Members in satisfaction of liabilities for distributions under 18-601 or 18-604 of the Delaware Act; and

(c) thereafter to the Member or, if the Company has more than one Member, to Members in proportion to the positive balances of their respective capital accounts (determined after allocating all income, gain, deduction, loss and other like items arising in connection with the liquidation of Company assets and otherwise making all capital account adjustments required by Section 8(b)).

Notwithstanding the provisions of this Section 15 which require the liquidation of the assets of the Company, if on dissolution of the Company, the Liquidator determines that a prompt sale of part or all of the Company's assets would be impractical or would cause undue loss to the value of Company assets, the Liquidator may defer for a reasonable time (up to three (3) years) the liquidation of any assets, except those necessary to timely satisfy liabilities of the Company (other than those to Members), and/or may distribute to the Members, in lieu of cash, as tenants in common undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such in-kind distributions shall be made in accordance with the priorities referenced in this Section 15 as if cash equal to the fair market value of the distributed assets were being distributed. Any such distributions in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any joint operating agreements or other agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable methods of valuation as it may adopt.

Upon the completion of the distribution of the assets of the Company as provided in this Section 15, the Company shall be terminated, and the Liquidator shall cause the cancellation of the certificate of formation of the Company and all qualifications of the Company as a foreign limited liability company and shall take such other actions as may be necessary to terminate the Company.

16. Limitation on Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Manager or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Manager and/or officer.

17. Standard of Care; Indemnification of Managers, Officers, Employees and Agents.

(a) No Manager or officer of the Company shall have any personal liability whatsoever to the Company or any Member on account of such Manager's or officer's status as a Manager or officer or by reason of such Manager's or officer's acts or omissions in connection with the conduct of the business of the Company; provided, however, that nothing contained herein shall protect any Manager or officer against any liability to the Company or the Members to which such Manager or officer would otherwise be subject by reason of (i) any act or omission of such Manager or officer that involves actual fraud or willful misconduct or (ii) any transaction from which such Manager or officer derived improper personal benefit.

(b) The Company shall indemnify and hold harmless each Manager and officer and the affiliates of any Manager or officer (each an "Indemnified Person") against any and all losses, claims, damages, expenses and liabilities (including, but not limited to, any investigation, legal and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any action, suit, proceeding or claim) of any kind or nature whatsoever that such Indemnified Person may at any time become subject to or liable for by reason of the formation, operation or termination of the Company, or the Indemnified Person's acting as a Manager or officer under this Agreement, or the authorized actions of such Indemnified Person in connection with the conduct of the affairs of the Company (including, without limitation, indemnification against negligence, gross negligence or breach of duty); provided, however, that no Indemnified Person shall be entitled to indemnification if and to the extent that the liability otherwise to be indemnified for results from (i) any act or omission of such Indemnified Person that involves actual fraud or willful misconduct or (ii) any transaction from which such Indemnified Person derived improper personal benefit. The indemnities provided hereunder shall survive termination of the Company. Each Indemnified Person shall have a claim against the property and assets of the Company for payment of any indemnity amounts from time to time due hereunder, which amounts shall be paid or properly reserved for prior to the making of distributions by the Company to Members. Costs and expenses that are subject to indemnification hereunder shall, at the request of any Indemnified Person, be advanced by the Company to or on behalf of such Indemnified Person prior to final resolution of a matter, so long as such Indemnified Person shall have provided the Company with a written undertaking to reimburse the Company for all amounts so advanced if it is ultimately determined that the Indemnified Person is not entitled to indemnification hereunder.

(c) The contract rights to indemnification and to the advancement of expenses conferred in this Section 17 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, agreement, vote of the Managers or otherwise.

(d) The Company may maintain insurance, at its expense, to protect itself and any Manager, officer, employee or agent of the Company or another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware Act.

(e) The Company may, to the extent authorized from time to time by the Board of Managers, grant rights to indemnification and to advancement of expenses to any employee or agent of the Company to the fullest extent of the provisions of this Section 17 with respect to the indemnification and advancement of expenses of Managers and officers of the Company.

(f) Notwithstanding the foregoing provisions of this Section 17, the Company shall indemnify an Indemnified Person in connection with a proceeding (or part thereof) initiated by such Indemnified Person only if such proceeding (or part thereof) was authorized by the Board of Managers of the Company; provided, however, that an Indemnified Person shall be entitled to reimbursement of his or her reasonable counsel fees with respect to a proceeding (or part thereof) initiated by such Indemnified Person to enforce his or her right to indemnity or advancement of expenses under the provisions of this Section 17 to the extent the Indemnified Person is successful on the merits in such proceeding (or part thereof).

18. Amendments. This Agreement may be amended only upon the written consent of all Members.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. This Agreement constitutes an agreement of or among the Member(s) and between the Company and each Member.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of
June 15, 2017.

MEMBER:

WALNUT SUB ENTERPRISES LLC

By: 

Michael D. Deal, Manager

SCHEDULE I

Member

<u>Name & Address</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Walnut Sub Enterprises LLC 410 Terry Avenue North Seattle, WA 98109	\$100.00	100%

EXHIBIT A

**CERTIFICATE FOR INTEREST IN
WALNUT SUB PROPERTIES LLC
A Delaware Limited Liability Company**

No. 01

Walnut Sub Properties LLC, a Delaware limited liability company (the "Company"), hereby certifies that

Walnut Sub Enterprises LLC (the "Holder")

is the registered owner of an Interest in the Company ("Interest"), constituting the Percentage Interest (as such term is defined in the below referenced Company Agreement) in the Company set forth on Schedule I to the Company Agreement as such Schedule is amended from time to time. The rights, powers and privileges associated with the Interest are set forth in the Limited Liability Company Agreement of the Company dated as of June 15, 2017 (the "Company Agreement"), as the same may, from time to time, be amended or amended and restated, under which the Company was formed and is existing, copies of which are on file at the principal office of the Company. The terms of the Company Agreement are incorporated herein by reference.

The Holder, by accepting this Certificate, is deemed to have agreed to become a member of the Company, if admitted as such in accordance with the terms of the Company Agreement, and to comply with and be bound by, and to have executed, the Company Agreement.

The Interest in the Company evidenced by this certificate shall constitute a security for all purposes of Article 8 of the Uniform Commercial Code promulgated by the National Conference of Commissioners on Uniform State Laws, as in effect in Delaware or any other applicable jurisdiction. Delaware law shall constitute the local law of the Company's jurisdiction in its capacity as the issuer of Interests.

This Certificate and the Interest evidenced hereby are transferable in accordance with the terms of the Company Agreement (subject to the limitations on transfer therein contained). No Interest may be transferred unless and until this Certificate, or a written instrument of transfer satisfactory to the Company, is duly endorsed or executed for transfer by the Holder or the Holder's duly authorized attorney, and this Certificate (together with any separate written instrument of transfer) is delivered to the Company for registration of transfer.

Dated: _____

WALNUT SUB PROPERTIES LLC

By: _____
Michael D. Deal, Manager

[FORM OF REVERSE SIDE OF CERTIFICATE]

ASSIGNMENT OF INTEREST

FOR VALUE RECEIVED, the undersigned (the "Assignor"), hereby assigns, conveys, sells and transfers unto:

Please print or typewrite Name and Address of Assignee

Please insert Social Security or other Taxpayer
Identification Number of Assignee

_____% Percentage Interest of the Interest evidenced by this Certificate. Assignor irrevocably constitutes and appoints the Company as its attorney-in-fact with full power of substitution to transfer the Interest, or any lesser designated Percentage Interest of the Interest as referenced herein, on the books of the Company.

Date: _____

Signature

**BYLAWS
OF
WALNUT SUB PROPERTIES LLC**

INTRODUCTION

A. Agreement. These Bylaws shall be subject to the Limited Liability Company Agreement, as from time to time in effect (the "Agreement"), of Walnut Sub Properties LLC, a Delaware limited liability company (the "Company"). In the event of any inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall control.

B. Definitions. Capitalized terms used herein and not herein defined are used as defined in the Agreement.

**ARTICLE I
Meetings of Members**

Section 1. Place of Meetings and Meetings by Telephone. Meetings of Members shall be held at any place designated by the Managers. In the absence of any such designation, meetings of Members shall be held at the principal place of business of the Company. Any meeting of the Members may be held by conference telephone or other communications equipment by means of which all Members participating in the meeting can hear each other, and all Members participating by telephone or such other communications equipment shall be deemed to be present in person at the meeting.

Section 2. Call of Meetings. An annual meeting of the Members, for the election of Managers to succeed those whose terms expire and for the transaction of such other business may properly come before the meeting, shall be held on such date and at such time as the Board of Managers shall each year fix, which date shall be within 13 months subsequent to the date of formation of the Company or the last annual meeting of Members. In addition, meetings of the Members may be called at any time by the Managers or by the President for the purpose of taking action upon any matter requiring the vote or authority of the Members as provided herein or in the Agreement or upon any other matter as to which such vote or authority is deemed by the Managers to be necessary or desirable. Meetings of the Members to act on any matter upon which Members may vote as provided in the Agreement or the Delaware Act shall be called promptly by the Managers upon the written request of a Majority in Interest of the Members.

Section 3. Notice of Meetings of Members. All notices of meetings of Members shall be sent or otherwise given in accordance with Section 4 of this Article I not less than 10 nor more than 90 days before the date of the meeting. The notice shall specify (i) the place, date and hour of the meeting, and (ii) the general nature of the business to be transacted.

Section 4. Manner of Giving Notice. Notice of any meeting of Members shall be given personally or by telephone to each Member or sent by first class mail, by telegram, email or telecopy (or similar electronic means) or by a nationally recognized overnight courier, charges prepaid, addressed to the Member at the address of that Member appearing on the books of the Company or given by the Member to the Company for the purpose of notice. Notice shall be deemed to have been given at the time when delivered either personally or by telephone, or at the

time when deposited in the mail or with a nationally recognized overnight courier, or when receipt is confirmed (including electronically) when sent by telegram, email or telecopy (or similar electronic means).

Section 5. Adjourned Meeting; Notice. Any meeting of Members, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the Percentage Interests represented at that meeting, either in person or by proxy. When any meeting of Members is adjourned to another time or place, notice need not be given of the adjourned meeting, unless a new record date of the adjourned meeting is fixed or unless the adjournment is for more than 60 days from the date set for the original meeting, in which case the Managers shall set a new record date and shall give notice in accordance with the provisions of Sections 3 and 4 of this Article I. At any adjourned meeting, the Company may transact any business that might have been transacted at the original meeting.

Section 6. Quorum; Voting. At any meeting of the Members, a Majority in Interest of the Members, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of Members holding a higher aggregate Percentage Interest is required by the Agreement or applicable law. Except as otherwise required by the Agreement, these Bylaws or applicable law, all matters shall be determined by a Majority in Interest of the Members.

Section 7. Waiver of Notice by Consent of Absent Members. The transactions of a meeting of Members, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if a quorum is present either in person or by proxy and if either before or after the meeting, each person entitled to vote who was not present in person or by proxy signs a written waiver of notice or a consent to a holding of the meeting or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any meeting of Members. Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting if that objection is expressly made at the beginning of the meeting.

Section 8. Member Action by Written Consent Without a Meeting. Except as provided in the Agreement, any action that may be taken at any meeting of Members (including any annual meeting of Members) may be taken without a meeting and without prior notice if a consent in writing setting forth the action so taken is signed by a Majority in Interest of the Members (or Members holding such higher aggregate Percentage Interest as is required to authorize or take such action under the terms of the Agreement, these Bylaws or applicable law). A consent transmitted by electronic transmission by a Member or by a person or persons authorized to act for a Member shall be deemed to be written and signed for purposes of this Section 8. Such consents shall be filed with the Secretary of the Company and shall be maintained in the Company's records. Every written consent shall bear the date of signature of each Member who signs the consent and no written consent shall be effective to take the Company action referred to therein unless, within 60 days of the date the earliest dated consent is delivered to the Company, a written consent or consents signed by a sufficient Percentage Interest of Members to take the subject action are properly delivered to the Company.

Section 9. Record Date for Member Notice, Voting and Giving Consents.

(a) For purposes of determining the Members entitled to vote or act at any meeting or adjournment thereof, the Managers may fix in advance a record date which shall not be greater than 90 days nor fewer than 10 days before the date of any such meeting. If the Managers do not so fix a record date, the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the business day immediately preceding the day on which notice is given, or if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining Members entitled to give consent to action in writing without a meeting, (i) when no prior action of the Managers has been taken, shall be the day on which the first written consent is given, or (ii) when prior action of the Managers has been taken, shall be (x) such date as determined for that purpose by the Managers, which record date shall not precede the date upon which the resolution fixing it is adopted by the Managers and shall not be more than 20 days after the date of such resolution, or (y) if no record date is fixed by the Managers the record date shall be the close of business on the day on which the Managers adopt the resolution relating to that action.

(c) Only Members of record on the record date as herein determined shall have any right to vote or to act at any meeting or give consent to any action relating to such record date, provided that no Member who transfers all or part of such Member's Interest after a record date (and no transferee of such Interest) shall have the right to vote or act with respect to the transferred Interest as regards the matter for which the record date was set.

Section 10. Proxies. Every Member entitled to vote or act on any matter at a meeting of Members shall have the right to do so either in person or by proxy, provided that an instrument authorizing such a proxy to act is executed by the Member in writing and dated not more than 11 months before the meeting, unless the instrument specifically provides for a longer period. A proxy transmitted by electronic transmission by a Member or by a person or persons authorized to act for a Member shall be deemed to be written and executed for purposes of this Section 10. A valid proxy that does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it before the vote pursuant to that proxy by a writing delivered to the Company stating that the proxy is revoked, by a subsequent proxy executed by the person who executed the earlier proxy or by attendance at the meeting and voting in person by the person who executed the earlier proxy or (ii) written notice of the death or incapacity of the maker of that proxy is received by the Company before the vote pursuant to that proxy is counted. A proxy purporting to be executed by the person who executed that proxy or on behalf of a Member shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

ARTICLE II

Managers and Meetings of Managers

Section 1. Powers. The powers of the Managers shall be as provided in the Agreement.

Section 2. Number of Managers. The number of Managers shall be as provided in the Agreement.

Section 3. Vacancies. Vacancies in the authorized number of Managers may be filled as provided in the Agreement.

Section 4. Place of Meetings and Meetings by Telephone. All meetings of the Managers may be held at any place that has been designated from time to time by resolution of the Managers. In the absence of such a designation, regular meetings shall be held at the principal place of business of the Company. Any meeting, regular or special, may be held by conference telephone or other communications equipment by means of which all Managers participating in the meeting can hear each other, and all Managers participating by telephone or such other communications equipment shall be deemed to be present in person at the meeting.

Section 5. Regular Meetings. Regular meetings of the Managers shall be held at such times and at such places as shall be fixed by unanimous approval of the Managers. Such regular meetings may be held without notice.

Section 6. Special Meetings. Special meetings of the Managers for any purpose or purposes may be called at any time by any Manager or by the President. Notice of the time and place of a special meeting shall be delivered personally or by telephone to each Manager and sent by first-class mail, by telegram, email or telecopy (or similar electronic means) or by nationally recognized overnight courier, charges prepaid, addressed to each Manager at that Manager's address as it is shown on the records of the Company. In case the notice is mailed, it shall be deposited in the United States mail at least five calendar days before the time of the holding of the meeting. In case the notice is delivered personally or by telephone or by telegram, email, telecopy (or similar electronic means) or overnight courier, it shall be given at least two calendar days before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the Manager or to a person at the office of the Manager who the person giving the notice has reason to believe will promptly communicate it to the Manager. The notice need not specify the purpose of the meeting.

Section 7. Quorum. A majority of the authorized number of Managers shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 9 of this Article II. Every act or decision done or made by the affirmative vote of a majority of the Managers present at a meeting duly held at which a quorum is present shall be regarded as the act of the Managers, except to the extent that the vote of a higher number of Managers is required by the Agreement, these Bylaws or applicable law.

Section 8. Waiver of Notice. Notice of any meeting need not be given to any Manager who either before or after the meeting signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the records of the Company or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Manager who attends the meeting without protesting before or at its commencement the lack of notice to that Manager.

Section 9. Adjournment. A majority of the Managers present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the meeting is adjourned for more than 48 hours, in which case notice of the time and place shall be given before the time of the adjourned meeting in the manner specified in Section 6 of this Article II.

Section 10. Action Without a Meeting. Any action to be taken by the Managers at a meeting may be taken without such meeting by the written consent of a majority of the Managers then in office (or such higher number of Managers as is required to authorize or take such action under the terms of the Agreement, these Bylaws or applicable law). A consent transmitted by electronic transmission by a Manager or by a person or persons authorized to act for a Manager shall be deemed to be written and signed for purposes of this Section 10. Such written consents shall be filed with the minutes of the proceedings of the Managers. If any action is so taken by the Managers by the written consent of less than all of the Managers, prompt notice of the taking of such action shall be furnished to each Manager who did not execute such written consent, provided that the effectiveness of such action shall not be impaired by any delay or failure to furnish such notice.

Section 11. Delegation of Power; Committees. Any Manager may, by power of attorney, delegate his or her power for a period not exceeding six months at any one time to any other Manager or Managers; provided that in no case shall fewer than two Managers personally exercise the powers granted to the Managers, except as otherwise provided by resolution of the Managers. A Manager represented by another Manager pursuant to such power of attorney shall be deemed to be present for purposes of establishing a quorum and satisfying any voting requirements. The Managers may, by resolution, delegate, any or all of their powers and duties granted hereunder or under the Agreement to one or more committees of the Managers, each consisting of one or more Managers, or to one or more officers, employees or agents, including without limitation Members, and to the extent any such powers or duties are so delegated, action by the delegate or delegates shall be deemed for all purposes to be action by the Managers. All such delegates shall serve at the pleasure of the Managers. To the extent applicable, notice shall be given to, and action may be taken by, any delegate of the Managers as herein provided with respect to notice to, and action by, the Managers.

ARTICLE III

Officers

Section 1. Officers. The officers of the Company shall be a President, one or more Vice Presidents, a Secretary and a Treasurer. The Company may also have, at the discretion of the Managers, such other officers as may be appointed in accordance with the provisions of Section 3 of this Article III. Any number of offices may be held by the same person. Each of the officers of the Company may but need not be a Manager.

Section 2. Election of Officers. Subject to any provisions of the Agreement applicable to the initial appointment and term of officers, the officers of the Company, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article III, shall be chosen by the Managers, and each shall serve at the pleasure of the Managers. The appointment of officers shall be considered by the Managers at their first meeting after every annual election of Managers by the Members.

Section 3. Subordinate Officers. The Managers may appoint, and may delegate to the President or any other officer or agent of the Company the power to appoint, any officers subordinate to the President as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Managers (or, to the extent the power to prescribe authorities and duties of subordinate officers is delegated to the President or such other officers or agents, the President or such other officers or agents) may from time to time determine.

Section 4. Removal and Resignation of Officers. Any officer may be removed, with or without cause, by the Managers or by such officer or agent, if any, upon whom such power of removal may be conferred by the Managers. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and unless otherwise specified in notice of a resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

Section 5. Vacancies in Offices. A vacancy in any office because of death, resignation, removal, disqualification or other cause shall be filled in the manner prescribed in these Bylaws for regular appointment to that office. The President may make temporary appointments to a vacant office pending action by the Managers (or, to the extent the power to appoint the officer of such a vacant office has been delegated to the President or such other officers or agents, pending action by the President or such other officers or agents).

Section 6. President. The President shall be the chief executive officer of the Company and shall, subject to the control of the Managers, have general supervision, direction and control of the business and the officers of the Company. He or she shall preside at all meetings of the Members. He or she shall have the general powers and duties of management usually vested in the office of President of a corporation and shall have such other powers and duties as may be prescribed by the Managers, the Agreement or these Bylaws.

Section 7. Vice Presidents. In the absence or disability of the President, the Vice Presidents, in order of their rank as fixed by the Managers, shall perform all the duties of the President and when so acting shall have all powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Managers, the President, or these Bylaws (or, to the extent the power to prescribe powers and duties is delegated to other officers or agents, such other officers or agents).

Section 8. Secretary. The Secretary shall keep or cause to be kept at the principal place of business of the Company or such other place as the Managers may direct a book of minutes of all meetings and actions of Managers, committees or other delegates of Managers and Members with the time and place of holding, whether regular or special, and if special, how authorized, the notice given, the names of those present at Managers' meetings or committee or other delegate meetings, the Percentage Interest present or represented at meetings of Members and the proceedings. The Secretary shall keep or cause to be kept at the principal place of business of the Company, a register or a duplicate register showing the names of all Members and their addresses, the number and classes of Percentage Interest held by each, the number and date of certificates

issued for the same, if any, and the number and date of cancellation of every certificate surrendered for cancellation. The Secretary shall give or cause to be given notice of all meetings of the Members and of the Managers (or committees or other delegates thereof) required to be given by these Bylaws or by applicable law and shall have such other powers and perform such other duties as may be prescribed by the Managers, the President, or these Bylaws (or, to the extent the power to prescribe powers and duties is delegated to other officers or agents, such other officers or agents).

Section 9. Treasurer. The Treasurer shall keep and maintain or cause to be kept and maintained adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of the assets, liabilities, receipts, disbursements, gains, losses, capital and retained earnings the Company. The books of account shall at all reasonable times be open to inspection by any Manager. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Company with such depositaries as may be designated by the Managers. He or she shall disburse the funds of the Company as may be ordered by the Managers, shall render to the President and Managers, whenever they request it, an account of all of his or her transactions as chief financial officer and of the financial condition of the Company and shall have other powers and perform such other duties as may be prescribed by the Managers or the President, or these Bylaws (or, to the extent the power to prescribe powers and duties is delegated to other officers or agents, such other officers or agents).

ARTICLE IV Records and Reports

Section 1. Maintenance and Inspection of Member Registrar. The Company shall maintain at its principal place of business a record of its Members, giving the names and addresses of all Members and the Percentage Interest held by each Member. Subject to such reasonable standards (including standards governing what information and documents are to be furnished and at whose expense) as may be established by the Managers from time to time, each Member has the right, to obtain from the Company from time to time upon reasonable demand for any purpose reasonably related to the Member's interest as a Member of the Company a record of the Company's Members.

Section 2. Maintenance and Inspection of Bylaws. The Company shall keep at its principal place of business the original or a copy of these Bylaws as amended to date, which shall be open to inspection by the Members at all reasonable times during office hours.

Section 3. Maintenance and Inspection of Other Records. The accounting books and records, minutes of proceedings of the Members and the Managers and any committees or delegates of the Managers and all other information pertaining to the Company that is required to be made available to the Members under the Delaware Act shall be kept at such place or places designated by the Managers or in the absence of such designation, at the principal place of business of the Company. The minutes shall be kept in written form and the accounting books and records and other information shall be kept either in written form or in any other form capable of being converted into written form. The books of account and records of the Company shall be maintained in accordance with generally accepted accounting principles consistently applied during the term of the Company, wherein all transactions, matters and things relating to the business and properties of the Company shall be currently entered. Subject to such reasonable standards (including standards governing what information and documents are to be furnished and at whose expense) as may be

established by the Managers from time to time, minutes, accounting books and records and other information shall be open to inspection upon the written demand of any Member at any reasonable time during usual business hours for a purpose reasonably related to the Member's interests as a Member. Any such inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts. Notwithstanding the foregoing, the Managers shall have the right to keep confidential from Members for such period of time as the Managers deem reasonable, any information which the Managers reasonably believe to be in the nature of trade secrets or other information the disclosure of which the Managers in good faith believe is not in the best interests of the Company or could damage the Company or its business or which the Company is required by law or by agreement with a third party to keep confidential.

Section 4. Inspection by Managers. Every Manager shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Company for a purpose reasonably related to his or her position as Manager. This inspection by a Manager may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

ARTICLE V

General Matters

Section 1. Certificates. Each Member shall be entitled to a Certificate signed by, or in the name of the Company by, the President, a Vice President, the Secretary, an assistant Secretary, the Treasurer, an assistant Treasurer or a Manager (or other person designated by the Board of Managers). Any and all of the signatures on the Certificate may be by facsimile. Transfers of Interest shall be made only upon the transfer books of the Company kept at an office of the Company or transfer agents designated to transfer Interests in the Company. Except where a Certificate is issued in accordance with Section 8(d) of the Agreement with respect to a lost, stolen or destroyed Certificate, an outstanding Certificate for the Percentage Interest to be transferred shall be surrendered for cancellation before a new Certificate is issued therefor. The issue, transfer, conversion and registration of Certificates shall be governed by such other regulations as the Managers may from time to time establish.

Section 2. Checks, Drafts, Evidence of Indebtedness. The persons from time to time holding the position of President, Vice President, Secretary, Treasurer or controller (if any) of the Company, acting by written instrument signed by any two of them, are hereby authorized (i) to open or close any bank account or investment account of the Company, (ii) to designate the use of any such account, (iii) to grant authority to any person or combination of persons to sign checks, by manual or facsimile signature or to issue oral, wire or written instructions for the withdrawal of funds from, or other action with respect to, any such account, (iv) to revoke the authority of any person or persons to sign checks or to issue instructions, (v) to establish a maximum amount as to which any person or combination of persons shall be authorized to sign checks or issue instructions, and (vi) to take all further actions, and to execute and deliver all such further instructions and documents, in the name and on behalf of the Company, as in their judgment shall be necessary, proper or advisable in connection with the foregoing matters. Any resolution supplied by a financial institution or investment company and approved and executed by any two of the officers designated in this Section 2 of this Article V shall be deemed resolutions duly adopted by the Board of Managers and shall be filed with the minutes of meetings of Managers.

Section 3. Contracts and Instruments; How Executed. The Managers, except as otherwise provided in the Agreement or these Bylaws, may authorize any Manager(s), officer(s) or agent(s) to enter into any contract or execute any instrument in the name of and on behalf of the Company and this authority may be general or confined to specific instances; and unless so authorized or ratified by the Managers or within the agency power of an officer (or otherwise specified in the Agreement or these Bylaws), no Member, officer, agent, or employee shall have any power or authority to bind the Company by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4. Representation of Shares of Other Entities Held by Company. The President or any Vice President or any other person authorized by the Managers or by any of the foregoing designated officers, is authorized to vote or represent on behalf of the Company any and all shares of any corporation, partnership, trust, limited liability company or other entities, foreign or domestic, standing in the name of the Company. The authority granted may be exercised in person or by a proxy duly executed by such designated person.

Section 5. Seal. The Managers may approve and adopt an official Company seal, which may be altered by them at any time. Unless otherwise required by the Managers, any seal so adopted shall not be necessary to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the Company.

Section 6. Fiscal Year. Unless otherwise specified in the Agreement, the fiscal year of the Company shall be fixed by resolution of the Managers.

Section 7. Reliance Upon Books, Reports and Records. Each Manager, each member of any committee designated by the Board of Managers, and each officer of the Company shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Company and upon information, opinions, reports or statements presented by another Manager, Member, committee member, officer or employee of the Company or by any other person as to matters which such Manager, committee member or officer reasonably believes are within such other person's professional or expert competence.

ARTICLE VI

Amendments and Incorporation by Reference into Agreement

Section 1. Amendment. These Bylaws may be restated, amended, supplemented or repealed only by unanimous vote of the Managers or unanimous vote of the Members.

Section 2. Incorporation by Reference of Bylaws into Agreement. These Bylaws and any amendments thereto shall be deemed incorporated by reference in the Agreement.

Dated: June 15, 2017

Oedipus, Inc.

Empirical Data Services

P.O. BOX 1012
LAFAYETTE, CO 80026
303 661 0638
303 604 2862 FAX

22 May 2018

Mr. Deborah Wohlmuth, CMC, Town Clerk
Town of Frisco
1 East Main Street
Frisco, CO 80443

- PETITION & TELEPHONE SURVEYS
 - Liquor & 3.2 Beer Licensing
 - Rezoning
 - Opinion Poll
 - Venue
 - Special Tax Districts
- LIQUOR LICENSE SITE & ECONOMIC ANALYSIS

Whole Foods Market Rocky Mountain/Southwest L.P.
dba Whole Foods Market
261 Lusher Court, Frisco, CO 80443
Retail 3.2% FMB License, Off Premises Consumption

Dear Ms. Wohlmuth,

Find enclosed two (2) petition packets together with our Report. Generally, our results are:

Retail 3.2% FMB License, Off Premises Consumption

158	Signatures Favoring Issuance Businesses: 34; Residences: 124	/ 2 Deleted
29	Signatures Opposing Issuance Businesses: 4; Residences: 25	/ 2 Deleted
187	Total Signatures	/ 4 Deleted

Max Scott will be attending the upcoming public hearing scheduled for the 9th of September 2014 to testify on the survey methodology and results. Should you have any questions, please call.

Respectfully,



Tina L. Scott
Oedipus, Inc.

Encl: Two (2) Petition Packets, Original Report

cc: Ms. Brenda J. Rowe, Paralegal, Dill Dill Carr Stonbraker & Hutchings, PC

Via: Federal Express: 8744 4051 4086

*Oedipus, Inc.*TM
Empirical Data Services

***Whole Foods
Market***

261 Lusher Court
Frisco, CO 80443

**Retail 3.2% FMB License
Off Premises Consumption**

13 June 2018

Local Licensing Authority
Frisco, Colorado

Re: Petition/Opinion Poll to Determine Needs and Desires
of the Defined Neighborhood in the Application of:

***Whole Foods Market Rocky Mountain/Southwest L.P.
dba Whole Foods Market
261 Lusher Court, Frisco, CO 80443
Retail 3.2% FMB License, Off Premises Consumption***

- PETITION & TELEPHONE
SURVEYS
 - Liquor & 3.2 Beer Licensing
 - Rezoning
 - Opinion Poll
 - Venue
 - Special Tax Districts
- LIQUOR LICENSE SITE &
ECONOMIC ANALYSIS

PETITION/OPINION POLL PROCEDURE

1. Under the direction and control of Oedipus, Inc. management, the Oedipus, Inc. employee was briefed on the application.
2. The employee carried a clipboard with the following:
 - A. A map of the area denoting the proposed location of the license and the boundaries of the defined neighborhood;
 - B. Petitions allowing individuals contacted to indicate their opinion with instructions and qualifications for signing;
 - C. A stat sheet to record the opinion of those not signing and not-at-homes.
3. Business and residential petitioning was conducted on 17, 18 and 19 May 2018 within the neighborhood defined by the Town Clerk's Office of Frisco as the Town of Frisco (see map). The circulation packets have cover maps, and the areas in which each petition circulation/polling took place are outlined in highlighter. Included in this Report is a master circulation map outlining all areas where circulation/polling was conducted.
4. Individuals were contacted on a random sampling basis, were screened to identify them as parties in interest, and were asked their opinion after they had been informed of the applicant, site location, and type of license being applied for. Their opinion was either recorded on the petition format or on the stat sheet.
5. Two (2) petition packets (one packet representing businesses; one packet representing residences), together with a Summary Letter and this Report were prefiled via Federal Express with the office of Ms. Deborah Wolhmuth, CMC, Town Clerk for Frisco, to comply with the prefilng deadline.

PETITION/OPINION POLL RESULTS1. Total Doorknocks:

Not-at-Homes and/or Business Owners/Managers Not Available	315
Not Qualified to Sign	3
Preferred to Not Participate	25
Parties in Interest that Participated	187
Deleted Signatures	<u>4</u>
Total Base Figure	534

2. Qualified Contacts:A. Signatures and Those Not Signing

Signatures Favoring Issuance		158
Businesses	34	
Residences	124	
Not Signing/Favoring Issuance		0
Signatures Opposing Issuance		29
Businesses	4	
Residences	25	
Not Signing/Opposing Issuance		<u>0</u>
Total Contacts		187

B. Breakdown of Reasons of Signatures in Opposition:

No Need	9
Abhorrence of Alcohol	3
Religious Objections	0
Usage Objections	4
Miscellaneous Reasons	11
No Reason Given	<u>2</u>
Total Signatures	29

C. Breakdown of Signatures Favoring and Opposing:

Favoring Issuance (Based on Needs/Desires)	158	=	84.49%
Signatures	158		
Not Signing	0		
Opposing Issuance (Based on Needs/Desires)	9	=	4.81%
Signatures	9		
Not Signing	0		
Abhorrence of Alcohol	3	=	1.61%
Signatures	3		
Not Signing	0		
Religious Objections	0	=	0.00%
Signatures	0		
Not Signing	0		
Usage Objections (Commercial, Traffic, Parking, Crime)	4	=	2.14%
Signatures	4		
Not Signing	0		
Other Miscellaneous Reasons	11	=	5.88%
Signatures	11		
Not Signing	0		
No Reason Given	<u>2</u>	=	<u>1.07%</u>
Signatures	2		
Not Signing	0		
Total Base Figure	187	=	100.00%

3. Needs and Desires Signatures:

Signatures Favoring Issuance (Based on Needs/Desires)	158		
Favoring Issuance/Not Signing (Based on Needs/Desires)	0	}	158 = 94.61%
Signatures Opposing Issuance (Based on Needs/Desires)	9		
Opposing Issuance/Not Signing (Based on Needs/Desires)	0	}	<u>9</u> = <u>5.39%</u>
Total Base Figure	167	=	100.00%

The petition packets are presented as follows: Cover map, petitions, and affidavit.

#1 & #2 / Mark Steffek / Businesses & Residences

CATEGORIES OF SIGNATURES IN OPPOSITION

NN NEEDS & DESIRES CRITERIA:

Individuals opposed to the license application based on needs and desires criteria per the Colorado Liquor/Beer Codes (currently existing licensed establishments of a same or similar type of license now located within the defined neighborhood are meeting the reasonable requirements of the adult inhabitants of the defined neighborhood at this time).

NON NON-USAGE OF ALCOHOL / ABHORRENCE OF ALCOHOL:

Individuals opposed to the license application because they do not drink alcohol beverages, do not approve of alcohol consumption, and/or abhor alcohol.

RO RELIGIOUS OBJECTIONS:

Individuals opposed to the license application based on religious beliefs/reasons.

OBJ USAGE OBJECTIONS:

Individuals opposed to the license application because of their fear or concern for the potential of parking problems, traffic problems, crime, noise, littering, undesirable people drawn to the area, loss of property value; or individuals who opposed this type of business or applicant, any type of commercial usage in the neighborhood, any new growth in the neighborhood; or, individuals who think this type of business (if issued a liquor/beer license) should not be located near a residential neighborhood, church, or school, etc.; or, individuals who opposed because they are against any alcohol service at this type of facility, location, or atmosphere; or, individuals who favor the service of beer and wine but oppose the service of distilled spirits (on H&R applications).

MS MISCELLANEOUS OBJECTIONS:

Individuals opposed to the license application for other miscellaneous reasons to include: fear or concern for the possibility of drunk drivers in the area, fear or concern of resulting behavioral problems, individuals who would purchase alcohol beverages then drink and drive, sales to minors/underaged drinking, the location becoming a teen hang-out and the problems that can arise from this, and the effect it could have on family values or their family in general because they have young children or teens; or, individuals who opposed because competition is not desired or how said business may affect the livelihood of existing businesses; or, individuals who compared the "needs and desires" criteria to existing licensed outlets other than the type of license applied for.

NR NO REASON GIVEN:

Individuals who preferred to not state a reason for opposing.



● - BUSINESSES

○ - RESIDENCES

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba
WHOLE FOODS MARKET

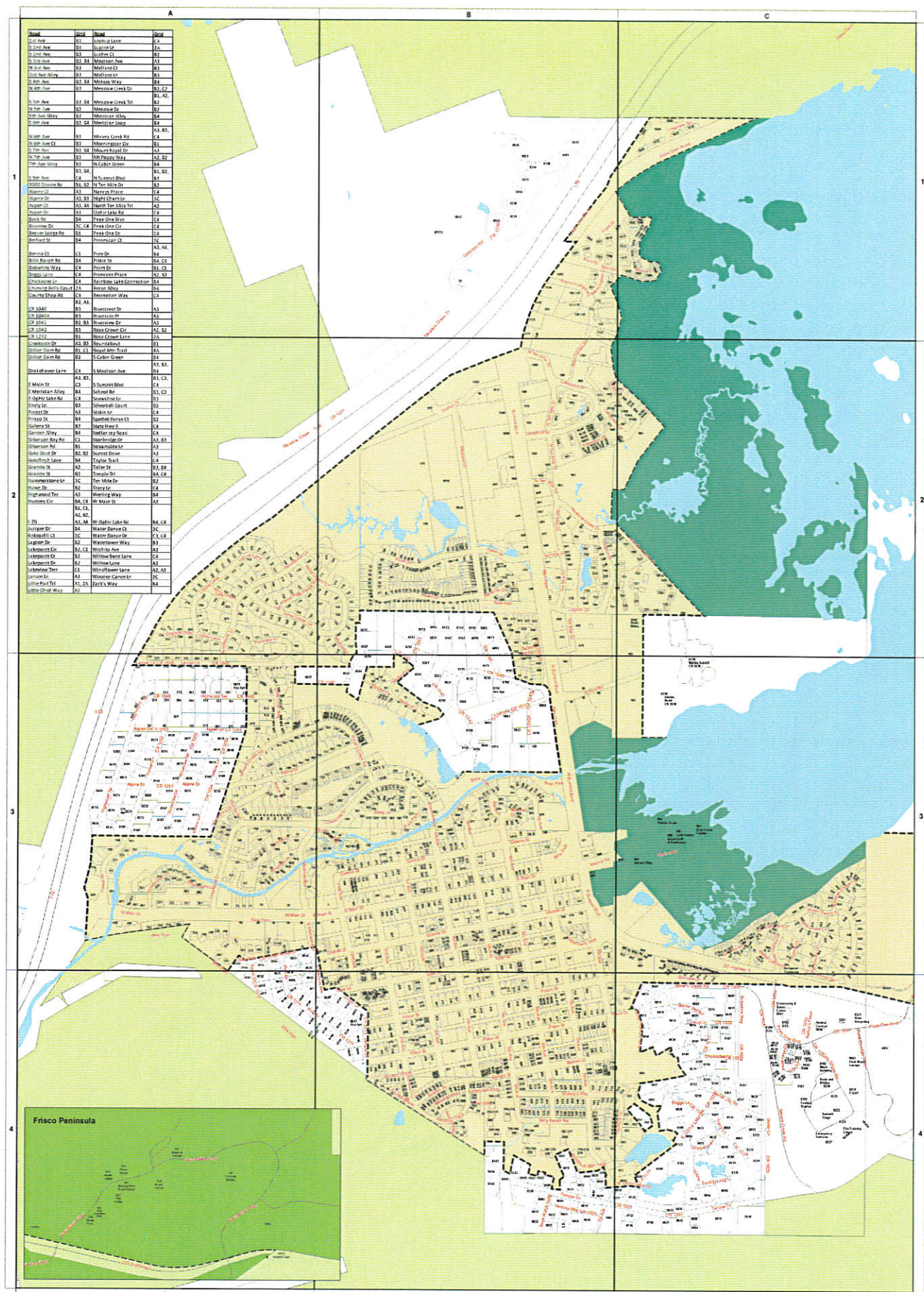
SITE LOCATION: 261 LUSHER COURT, FRISCO, CO 80443

APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed
OFF the licensed premises only]

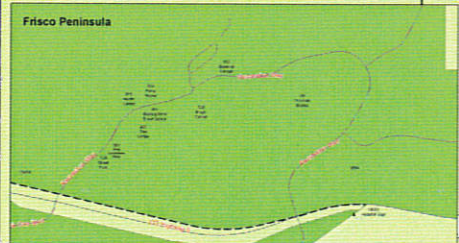
PUBLIC HEARING: TUESDAY, 13 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET,
FRISCO, CO 80443

DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO

© Pierson Gra
Copying is |



Address	Parcel	Owner	Parcel
101 Main St	01	Denver Water	01
102 Main St	02	Denver Water	02
103 Main St	03	Denver Water	03
104 Main St	04	Denver Water	04
105 Main St	05	Denver Water	05
106 Main St	06	Denver Water	06
107 Main St	07	Denver Water	07
108 Main St	08	Denver Water	08
109 Main St	09	Denver Water	09
110 Main St	10	Denver Water	10
111 Main St	11	Denver Water	11
112 Main St	12	Denver Water	12
113 Main St	13	Denver Water	13
114 Main St	14	Denver Water	14
115 Main St	15	Denver Water	15
116 Main St	16	Denver Water	16
117 Main St	17	Denver Water	17
118 Main St	18	Denver Water	18
119 Main St	19	Denver Water	19
120 Main St	20	Denver Water	20
121 Main St	21	Denver Water	21
122 Main St	22	Denver Water	22
123 Main St	23	Denver Water	23
124 Main St	24	Denver Water	24
125 Main St	25	Denver Water	25
126 Main St	26	Denver Water	26
127 Main St	27	Denver Water	27
128 Main St	28	Denver Water	28
129 Main St	29	Denver Water	29
130 Main St	30	Denver Water	30
131 Main St	31	Denver Water	31
132 Main St	32	Denver Water	32
133 Main St	33	Denver Water	33
134 Main St	34	Denver Water	34
135 Main St	35	Denver Water	35
136 Main St	36	Denver Water	36
137 Main St	37	Denver Water	37
138 Main St	38	Denver Water	38
139 Main St	39	Denver Water	39
140 Main St	40	Denver Water	40
141 Main St	41	Denver Water	41
142 Main St	42	Denver Water	42
143 Main St	43	Denver Water	43
144 Main St	44	Denver Water	44
145 Main St	45	Denver Water	45
146 Main St	46	Denver Water	46
147 Main St	47	Denver Water	47
148 Main St	48	Denver Water	48
149 Main St	49	Denver Water	49
150 Main St	50	Denver Water	50
151 Main St	51	Denver Water	51
152 Main St	52	Denver Water	52
153 Main St	53	Denver Water	53
154 Main St	54	Denver Water	54
155 Main St	55	Denver Water	55
156 Main St	56	Denver Water	56
157 Main St	57	Denver Water	57
158 Main St	58	Denver Water	58
159 Main St	59	Denver Water	59
160 Main St	60	Denver Water	60
161 Main St	61	Denver Water	61
162 Main St	62	Denver Water	62
163 Main St	63	Denver Water	63
164 Main St	64	Denver Water	64
165 Main St	65	Denver Water	65
166 Main St	66	Denver Water	66
167 Main St	67	Denver Water	67
168 Main St	68	Denver Water	68
169 Main St	69	Denver Water	69
170 Main St	70	Denver Water	70
171 Main St	71	Denver Water	71
172 Main St	72	Denver Water	72
173 Main St	73	Denver Water	73
174 Main St	74	Denver Water	74
175 Main St	75	Denver Water	75
176 Main St	76	Denver Water	76
177 Main St	77	Denver Water	77
178 Main St	78	Denver Water	78
179 Main St	79	Denver Water	79
180 Main St	80	Denver Water	80
181 Main St	81	Denver Water	81
182 Main St	82	Denver Water	82
183 Main St	83	Denver Water	83
184 Main St	84	Denver Water	84
185 Main St	85	Denver Water	85
186 Main St	86	Denver Water	86
187 Main St	87	Denver Water	87
188 Main St	88	Denver Water	88
189 Main St	89	Denver Water	89
190 Main St	90	Denver Water	90
191 Main St	91	Denver Water	91
192 Main St	92	Denver Water	92
193 Main St	93	Denver Water	93
194 Main St	94	Denver Water	94
195 Main St	95	Denver Water	95
196 Main St	96	Denver Water	96
197 Main St	97	Denver Water	97
198 Main St	98	Denver Water	98
199 Main St	99	Denver Water	99
200 Main St	100	Denver Water	100

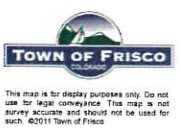
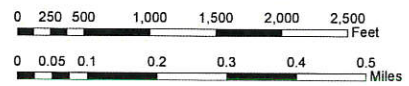


TOWN OF FRISCO

Road Index Map

Legend

- Denver Water
- Parks
- Private Parcels
- White River National Forest
- Frisco Town Boundary



RESIDENTIAL PETITIONS



APPLICANT/TRADE NAME:	WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET
SITE LOCATION:	261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR:	RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING:	TUESDAY, 9 SEPTEMBER 2014, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD:	TOWN LIMITS OF FRISCO

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU **FAVOR AND SUPPORT** THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE **FAVOR** [*] COLUMN TO **GRANT** THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU **OPPOSE AND DO NOT SUPPORT** THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE **OPPOSE** [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47. The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

Please Sign and Print your name		Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>[Signature]</u> Printed Name: <u>DAVE MCKAY</u>	710 Belford St	50	5/17/18	<input checked="" type="checkbox"/>		
2.	Signature: <u>[Signature]</u> Printed Name: <u>John Wilson</u>	714 Belford	61	5/17/18	<input checked="" type="checkbox"/>		
3.	Signature: <u>[Signature]</u> Printed Name: <u>Debra McCoy</u>	713 Belford	63	5/17/18	<input checked="" type="checkbox"/>		
4.	Signature: <u>[Signature]</u> Printed Name: <u>Ann Gray</u>	713 Belford	61	5/17/18	<input checked="" type="checkbox"/>		
5.	Signature: <u>[Signature]</u> Printed Name: <u>Nancy Bender</u>	515 N. 8th Ave	70	5/17/18		<input checked="" type="checkbox"/>	Energy beer sales now
6.	Signature: <u>[Signature]</u> Printed Name: <u>Debra McCoy</u>	617 Belford St.	28	5/17/18	<input checked="" type="checkbox"/>		
7.	Signature: <u>[Signature]</u> Printed Name: <u>Michelle Shepard</u>	617 Belford St	34	5/17/18	<input checked="" type="checkbox"/>		
8.	Signature: <u>[Signature]</u> Printed Name: <u>Michelle Shearn</u>	380 Belford St	38	5/17/18	<input checked="" type="checkbox"/>		
9.	Signature: <u>[Signature]</u> Printed Name: <u>Suzanne Phillips</u>	609 Belford St	33	5/17/18	<input checked="" type="checkbox"/>		
10.	Signature: <u>[Signature]</u> Printed Name: <u>Debra McCoy</u>	520 6th Ave	46	5/17/18	<input checked="" type="checkbox"/>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAINSOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU **FAVOR AND SUPPORT** THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE **FAVOR** [*] COLUMN TO **GRANT** THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [*] IF YOU **OPPOSE AND DO NOT SUPPORT** THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE **OPPOSE** [*] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

	Please Sign and Print your name	Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>[Signature]</u> Printed Name: <u>Bret Masters</u>	509 S. Sixth Frisco, CO	50	5/17/18	<input checked="" type="checkbox"/>		
2.	Signature: <u>[Signature]</u> Printed Name: <u>Michaela</u>	603 6th Ave Frisco, CO	46	5/17/18		<input checked="" type="checkbox"/>	Husband recently a solo
3.	Signature: <u>[Signature]</u> Printed Name: <u>Allyson Voss</u>	501 Bedford St Frisco CO 80443	29	5/17/18	<input checked="" type="checkbox"/>		
4.	Signature: <u>[Signature]</u> Printed Name: <u>Bethann Hysen</u>	525 Bedford Frisco, CO 80443	48	5/17/18	<input checked="" type="checkbox"/>		Beth Hysen
5.	Signature: <u>[Signature]</u> Printed Name: <u>Mike Melndic</u>	529 Bedford St 80443	57	5-17-18		<input checked="" type="checkbox"/>	
6.	Signature: <u>[Signature]</u> Printed Name: <u>Mat Elia</u>	587 S 5th Frisco, CO 80443	51	5/17/18	<input checked="" type="checkbox"/>		
7.	Signature: <u>[Signature]</u> Printed Name: <u>J. Muenkel</u>	510 S. 5th Ave Frisco, CO	47	5/17/18	<input checked="" type="checkbox"/>		
8.	Signature: <u>[Signature]</u> Printed Name: <u>A.M. Hornack Jr</u>	435 Bedford St. Unit C Frisco, CO	60	5/17/18		<input checked="" type="checkbox"/>	Amor's Taz BLC
9.	Signature: <u>[Signature]</u> Printed Name: <u>Scott M</u>	422 Bedford St Frisco, CO	49	5-17-18	<input checked="" type="checkbox"/>		
10.	Signature: <u>[Signature]</u> Printed Name: <u>Wesley</u>	420 Bedford Frisco, CO	43	5/18/18		<input checked="" type="checkbox"/>	For Shop at Bldg

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAINSOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU **FAVOR AND SUPPORT** THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE **FAVOR** [*] COLUMN TO **GRANT** THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU **OPPOSE AND DO NOT SUPPORT** THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE **OPPOSE** [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: **Deborah Wohluth, Town Clerk, (970) 668-5276, Ext. 3034.**

Please Sign and Print your name		Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>[Signature]</u> Printed Name <u>Chya Wuerthen</u>	344 Bedford Frisco CO 80443	35	5/17/18	X		
2.	Signature: <u>[Signature]</u> Printed Name <u>Kenneth Schumann</u>	390 Bedford St Frisco CO 80443	56	7/14/62	X		
3.	Signature: <u>[Signature]</u> Printed Name <u>Robert McHenry</u>	375 Bedford St Frisco, CO 80443	57	5/17/18	X		
4.	Signature: <u>[Signature]</u> Printed Name <u>Bill Davis</u>	150 Meridian Loop Frisco CO 80443	32	5/17/18	X		
5.	Signature: <u>[Signature]</u> Printed Name <u>John Angus</u>	152 Meridian Loop Frisco, CO 80443	24	5/17/18	X		
6.	Signature: <u>[Signature]</u> Printed Name <u>Leanne Longue</u>	408 Reelen Alley Frisco CO	48	5/17/18	X		
7.	Signature: <u>[Signature]</u> Printed Name <u>Joyce Allgaier</u>	46 Meridian Alley	60	5/17/18	X		
8.	Signature: <u>[Signature]</u> Printed Name <u>Jim E. Smith</u>	404 Meridian	46	5/17/18	X		
9.	Signature: <u>[Signature]</u> Printed Name <u>John Forster</u>	26 Meridian Alley Frisco, CO 80443	31	5/17/18	X		
10.	Signature: <u>[Signature]</u> Printed Name <u>Mark Hoops</u>	26 Meridian Alley Frisco CO 80443	32	5/17/18	X		

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE (To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only)
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47. The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

Please Sign and Print your name	Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1. Signature: <u>[Signature]</u> Printed Name: <u>Vait Hall</u>	<u>16 Meridian Alley</u> <u>FRISCO, CO 80424</u>	<u>70</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>more tax dollars to town of frisco</u>
2. Signature: <u>[Signature]</u> Printed Name: <u>Deborah Wohlmut</u>	<u>27 Garden Ave</u> <u>FRISCO CO 80424</u>	<u>35</u>	<u>5-17-18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Signature: <u>[Signature]</u> Printed Name: <u>James Malone</u>	<u>46 Meridian Alley</u>	<u>61</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>convenience for our neighbors and residents</u>
4. Signature: <u>[Signature]</u> Printed Name: <u>Deborah Wohlmut</u>	<u>384 Belford Ave</u>	<u>48</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Against 3.2 Beer in grocery</u>
5. Signature: <u>[Signature]</u> Printed Name: <u>Colleen Burke</u>	<u>298 Belford St</u>	<u>52</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Signature: <u>[Signature]</u> Printed Name: <u>Nolan Lehman</u>	<u>200 Belford St</u>	<u>31</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Sound awesome, would like wine also.</u>
7. Signature: <u>[Signature]</u> Printed Name: <u>Bonnie Lehman</u>	<u>260 Belford St</u>	<u>27</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>It's a start to having more beer/wine in grocery stores</u>
8. Signature: <u>[Signature]</u> Printed Name: <u>Christina Sherburne</u>	<u>212 Belford St</u> <u>FRISCO CO 80424</u>	<u>70</u>	<u>05-17-18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>why not</u>
9. Signature: <u>[Signature]</u> Printed Name: <u>Melissa Sherman</u>	<u>262 Belford St</u> <u>FRISCO CO 80424</u>	<u>39</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Signature: <u>[Signature]</u> Printed Name: <u>Sophia O'Brien</u>	<u>258 Belford St</u> <u>FRISCO CO 80424</u>	<u>49</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE *(To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only)*
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

Please Sign and Print your name		Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>Melissa Stabile</u> Printed Name: <u>Melissa Stabile</u>	<u>254 Belton St</u> <u>Frisco CO 80443</u>	<u>49</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>		
2.	Signature: <u>Tim E. Orr</u> Printed Name: <u>Tim E. Orr</u>	<u>258 Belton St.</u> <u>Frisco CO 80443</u>	<u>53</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>		
3.	Signature: <u>Mike Pfr</u> Printed Name: <u>Mike Pfr</u>	<u>244 Belton St</u> <u>Frisco CO 80443</u>	<u>36</u>	<u>5/17/18</u>		<input checked="" type="checkbox"/>	<u>Not Needed</u>
4.	Signature: <u>Eric Patton</u> Printed Name: <u>Eric Patton</u>	<u>253 Belton</u> <u>Frisco CO 80443</u>	<u>46</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>		
5.	Signature: <u>David (Indra)</u> Printed Name: <u>David (Indra)</u>	<u>257 Belton St.</u> <u>Frisco, CO 80443</u>	<u>39</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>		
6.	Signature: <u>Alison Lindsey</u> Printed Name: <u>Alison Lindsey</u>	<u>257 Belton St</u> <u>Frisco, CO 80443</u>	<u>40</u>	<u>5/17/18</u>	<input checked="" type="checkbox"/>		
7.	Signature: <u>Danica</u> Printed Name: <u>Danica</u>	<u>261 Belton St.</u> <u>Frisco, CO 80443</u>	<u>52</u>	<u>5-17-18</u>	<input checked="" type="checkbox"/>		
8.	Signature: <u>Laurie Sheldon</u> Printed Name: <u>Laurie Sheldon</u>	<u>300 Granite St</u> <u>Frisco CO 80443</u>	<u>21</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
9.	Signature: <u>Maisha Rutledge</u> Printed Name: <u>Maisha Rutledge</u>	<u>300 Granite St</u> <u>Frisco CO 80443</u>	<u>29</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
10.	Signature: <u>Collin Lynch</u> Printed Name: <u>Collin Lynch</u>	<u>300 Granite St</u> <u>Frisco CO 80443</u>	<u>42</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAINSOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

Please Sign and Print your name	Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1. Signature: <u>Mwendakoti</u> Printed Name: <u>Mwendakoti</u>	<u>200 Granite St. Apt 103</u> <u>Frisc0, CO 80443</u>	<u>28</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
2. Signature: <u>Sharon Schaefer</u> Printed Name: <u>Sharon Schaefer</u>	<u>300 Granite St.</u> <u>#101</u>	<u>76</u>	<u>5/18/18</u>		<input checked="" type="checkbox"/>	<u>too much noise</u>
3. Signature: <u>Melanie Schaefer</u> Printed Name: <u>Melanie Schaefer</u>	<u>300 Granite</u> <u>#101</u>	<u>86</u>	<u>5/18/18</u>		<input checked="" type="checkbox"/>	<u>no beer</u>
4. Signature: <u>Justin Bente</u> Printed Name: <u>Justin Bente</u>	<u>200 Granite St #305</u> <u>Frisc0, CO 80443</u>	<u>20</u>	<u>5/14/18</u>	<input checked="" type="checkbox"/>		<u>love beer</u>
5. Signature: <u>Nicholas Fain</u> Printed Name: <u>Nicholas Fain</u>	<u>260 Granite St #43</u> <u>Frisc0, CO 80443</u>	<u>22</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
6. Signature: <u>Yael Smith</u> Printed Name: <u>Yael Smith</u>	<u>420 Granite</u> <u>Frisc0, CO 80443</u>	<u>29</u>	<u>5/18/18</u>		<input checked="" type="checkbox"/>	<u>Whole Foods</u>
7. Signature: <u>Gail Culp</u> Printed Name: <u>Gail Culp</u>	<u>46 Granite St</u> <u>Frisc0, CO 80443</u>	<u>73</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
8. Signature: <u>Yael Smith</u> Printed Name: <u>Yael Smith</u>	<u>260 Granite</u> <u>Frisc0, CO 80443</u>	<u>29</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
9. Signature: <u>Elaine</u> Printed Name: <u>Elaine</u>	<u>117 Madison</u>	<u>67</u>	<u>5-18-18</u>	<input checked="" type="checkbox"/>		<u>NOT</u>
10. Signature: <u>Ann Fairchild</u> Printed Name: <u>Ann Fairchild</u>	<u>117 Madison Ave</u> <u>Frisc0 CO 80443</u>	<u>65</u>	<u>5-18-18</u>	<input checked="" type="checkbox"/>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAINSOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU **FAVOR AND SUPPORT** THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE **FAVOR** [*] COLUMN TO **GRANT** THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [*] IF YOU **OPPOSE AND DO NOT SUPPORT** THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE **OPPOSE** [*] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: **Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.**

Please Sign and Print your name	Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1. Signature: <i>[Signature]</i> Printed Name: JESSICA CHRISTIANSON	210A Teller Street Frisco, CO 80443	31	5/18/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	X
2. Signature: <i>[Signature]</i> Printed Name: ANAURA DIVERSE	309 S Third Ave #4 Frisco, CO 80443	43	5/18/18	<input type="checkbox"/>	<input checked="" type="checkbox"/>	enough liquor around
3. Signature: <i>[Signature]</i> Printed Name: CARL MURPHY	309 S. Third Ave Frisco, CO 80443	62	5/18/18	<input type="checkbox"/>	<input checked="" type="checkbox"/>	enough liquor around
4. Signature: <i>[Signature]</i> Printed Name: ANDREW GIBSON	310 Teller Frisco, CO 80443	36	5/19/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	enough liquor around
5. Signature: <i>[Signature]</i> Printed Name: STEVE SKUPSKI	308 S. 3rd Ave Frisco, CO 80443	66	5/18/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Signature: <i>[Signature]</i> Printed Name: BOBIN COPEL	201 S. 4th Ave Frisco, CO 80443	62	5/18/18	<input type="checkbox"/>	<input checked="" type="checkbox"/>	only wine "yes" no to preend beer
7. Signature: <i>[Signature]</i> Printed Name: ALYSSA BUNN	108 Lakeside Dr. #4 Frisco, CO 80443	33	5/18/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. Signature: <i>[Signature]</i> Printed Name: FELIX MENDICELLI	100 GREENSIDE DRIVE, #F FRISCO, CO 80443	67	5/18/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Signature: <i>[Signature]</i> Printed Name: FELIX MENDICELLI	100 GREENSIDE DR. #3 FRISCO, CO 80443	29	5/13/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Signature: <i>[Signature]</i> Printed Name: CHRIS FIRST	100 Lakeside Dr. #3 Frisco, CO 80443	35	5/18/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE *To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only*
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: **Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.**

Please Sign and Print your name		Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>Heidi Misch</u> Printed Name <u>Heidi Misch</u>	<u>94 Creekside Dr</u> <u>FRISCO CO 80443</u>	<u>48</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
2.	Signature: <u>Steve Misch</u> Printed Name <u>Steve Misch</u>	<u>94 Creekside Dr</u> <u>FRISCO CO 80443</u>	<u>45</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
3.	Signature: <u>Jess Abate</u> Printed Name <u>Jess Abate</u>	<u>254 Alpine Dr</u> <u>FRISCO CO 80443</u>	<u>40</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
4.	Signature: <u>Christobal R</u> Printed Name <u>Christobal R</u>	<u>3 ALPINE DRIVE</u> <u>AP 1</u>	<u>53</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
5.	Signature: <u>Jess Abate</u> Printed Name <u>Jess Abate</u>	<u>3 ALPINE DR</u> <u>APT. A</u>	<u>50</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
6.	Signature: <u>Christobal R</u> Printed Name <u>Christobal R</u>	<u>3 ALPINE DR APT A</u> <u>FRISCO CO 80443</u>	<u>50</u>	<u>5-15-18</u>	<input checked="" type="checkbox"/>		
7.	Signature: <u>Northgate and a Alpine Court</u> Printed Name <u>Northgate and a Alpine Court</u>	<u>63</u>	<u>5-18-18</u>				
8.	Signature: <u>Jess Abate</u> Printed Name <u>Jess Abate</u>	<u>141 Pine Court</u> <u>FRISCO CO</u>	<u>48</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
9.	Signature: <u>Rob Sturm</u> Printed Name <u>Rob Sturm</u>	<u>7 SAUNDY ADDRESS</u> <u>7 ALPINE COURT</u>	<u>52</u>	<u>5-18-18</u>	<input checked="" type="checkbox"/>		
10.	Signature: <u>Steve Misch</u> Printed Name <u>Steve Misch</u>	<u>18 Alpine Dr</u> <u>FRISCO</u>	<u>48</u>	<u>5/18-18</u>			<u>Not one way or the other</u>

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

	Please Sign and Print your name	Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>[Signature]</u> Printed Name: <u>Maggie Stevens</u>	<u>100 Alpine Drive</u>	<u>27</u>	<u>5/16/18</u>	<input checked="" type="checkbox"/>		
2.	Signature: <u>[Signature]</u> Printed Name: <u>Alex Hernandez</u>	<u>109 Alpine Drive</u>	<u>29</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
3.	Signature: <u>[Signature]</u> Printed Name: <u>CHRIS REARFORD</u>	<u>117c Alpine Dr.</u>	<u>44</u>	<u>5/18/18</u>		<input checked="" type="checkbox"/>	<u>Small businesses have a right</u>
4.	Signature: <u>[Signature]</u> Printed Name: <u>Danica Demicki</u>	<u>104 Alpine Dr</u>	<u>29</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
5.	Signature: <u>[Signature]</u> Printed Name: <u>Melissa Brown</u>	<u>106 Alpine Dr. -A</u>	<u>41</u>	<u>5/18/18</u>		<input checked="" type="checkbox"/>	<u>It's not a small store</u>
6.	Signature: <u>[Signature]</u> Printed Name: <u>Don Benest</u>	<u>108 Alpine B</u>	<u>36</u>	<u>5/18/18</u>		<input checked="" type="checkbox"/>	<u>Opposed Because 32</u>
7.	Signature: <u>[Signature]</u> Printed Name: <u>Matt Stevens</u>	<u>108 Alpine Dr. Apt B</u>	<u>48</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
8.	Signature: <u>[Signature]</u> Printed Name: <u>Shannon Faller</u>	<u>202 Alpine D.</u>	<u>46</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
9.	Signature: <u>[Signature]</u> Printed Name: <u>ASH SMITH</u>	<u>300 A Woodward Ave. Bldg</u>	<u>35</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
10.	Signature: <u>[Signature]</u> Printed Name: <u>Yvonne Small</u>	<u>910 Woodward</u>	<u>53</u>	<u>5/18/18</u>		<input checked="" type="checkbox"/>	<u>Small Business</u>

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

Please Sign and Print your name		Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>John Allen</u> Printed Name: <u>John Allen</u>	<u>216 Downing Bell St Frisco, CO 80443</u>	<u>43</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
2.	Signature: <u>Kevin Allen</u> Printed Name: <u>Kevin Allen</u>	<u>216 Downing Bell St Frisco, CO 80443</u>	<u>48</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
3.	Signature: <u>Harlan Cook</u> Printed Name: <u>Harlan Cook</u>	<u>705 Frisco Street</u>	<u>35</u>	<u>5/18-18</u>	<input checked="" type="checkbox"/>		
4.	Signature: <u>Beate Swadlow-Schwartz</u> Printed Name: <u>Swadlow-Schwartz</u>	<u>147 Luque Frisco</u>	<u>56</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
5.	Signature: <u>Harlan Cook</u> Printed Name: <u>Harlan Cook</u>	<u>147 Luque Frisco</u>	<u>80</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
6.	Signature: <u>Beate Swadlow-Schwartz</u> Printed Name: <u>Swadlow-Schwartz</u>	<u>114 Luque Frisco</u>	<u>51</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
7.	Signature: <u>Beate Swadlow-Schwartz</u> Printed Name: <u>Swadlow-Schwartz</u>	<u>114 Luque Frisco</u>	<u>50</u>	<u>05/18/18</u>	<input checked="" type="checkbox"/>		
8.	Signature: <u>Beate Swadlow-Schwartz</u> Printed Name: <u>Swadlow-Schwartz</u>	<u>114 Luque Frisco</u>	<u>49</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
9.	Signature: <u>Beate Swadlow-Schwartz</u> Printed Name: <u>Swadlow-Schwartz</u>	<u>114 Luque Frisco</u>	<u>62</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		
10.	Signature: <u>Beate Swadlow-Schwartz</u> Printed Name: <u>Swadlow-Schwartz</u>	<u>114 Luque Frisco</u>	<u>70</u>	<u>5/18/18</u>	<input checked="" type="checkbox"/>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

Please Sign and Print your name		Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>Jan Margolis</u> Printed Name: <u>James Margolis</u>	169 Rosecrann Cr. Frisco, CO	66	5/18/18		X	Support local small liquor stores
2.	Signature: <u>M. Delsoo</u> Printed Name: <u>Michelle Lebow</u>	165 Rosecrann Cr. Frisco, CO	47	5/18/18	X		
3.	Signature: <u>Jan</u> Printed Name: <u>Jan Fark</u>	8 Laurel Dr. Frisco, CO	49	5/18/18	X		
4.	Signature: <u>Emily Roche</u> Printed Name: <u>Emily Roche</u>	108 Silverbell Cr. Frisco, CO	32	5/18/18	X		
5.	Signature: <u>Paula Hest</u> Printed Name: <u>Paula Hest</u>	105 Plum Creek Crd	66	5/18/18	X		
6.	Signature: <u>John Hest</u> Printed Name: <u>John Hest</u>	105 Plum Creek Crd	65	5/18/18	X		
7.	Signature: <u>Christine</u> Printed Name: <u>Christine</u>	135 Westview	58	5/18/18	X		
8.	Signature: <u>Anna Hest</u> Printed Name: <u>Anna Hest</u>	303 FUCAN CIE 1902 BREEK, CO.	26	5/18/18	X		
9.	Signature: <u>Jan Hest</u> Printed Name: <u>Jan Hest</u>	105 Windflower Frisco, CO	58	5-18-18	X		
10.	Signature: <u>John Hest</u> Printed Name: <u>John Hest</u>	116 Westview Rd. Frisco, CO	43	5-18-18		X	Don't Drink

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAINSOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

Please Sign and Print your name		Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: Jeff Stone Printed Name: Jeff Stone	734 Medora Ln Frisco, CO	52	5/19/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.	Signature: Wade Reed Printed Name: H.Williams Reed	1208 Horn Drive Frisco	69	5/19/18	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I do not drink
3.	Signature: [Signature] Printed Name: Wade Reed	120 C-Haven Dr Frisco	43	5/19/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Signature: [Signature] Printed Name: No 33 would	120 Haven Ct. Frisco	50	5/19/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	Signature: [Signature] Printed Name: Tim Huff	113 Haven Drive Frisco CO	28	5/19/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.	Signature: [Signature] Printed Name: Katherine Gentry	107 Haven Dr. CO	67	5/19/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	Signature: [Signature] Printed Name: Claudia Chang	105 Haven Dr. CO	50	5/19/18	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Support local business vs National Chain stores
8.	Signature: [Signature] Printed Name: Donald Elsborg	105 Haven Dr CO	53	5/19/18	<input type="checkbox"/>	<input checked="" type="checkbox"/>	There's a local liquor store next door
9.	Signature: [Signature] Printed Name: Edisa Arias	101 Haven Dr CO	34	5/19/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Because it's needed
10.	Signature: [Signature] Printed Name: Kristin Walder	95 Haven Dr CO	37	5/19/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: **WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET** SITE LOCATION: 261 LUSHER COURT, FRISCO, CO 80443
 APPLICATION FOR: **RETAIL 3.2% FMB LICENSE** [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
 PUBLIC HEARING: **TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443**
 DEFINED NEIGHBORHOOD: **TOWN LIMITS OF FRISCO** (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU **FAVOR AND SUPPORT** THIS APPLICATION FOR A **RETAIL 3.2% FMB LICENSE** BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE **FAVOR [*]** COLUMN TO **GRANT** THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU **OPPOSE AND DO NOT SUPPORT** THIS APPLICATION FOR A **RETAIL 3.2% FMB LICENSE**, PLEASE SIGN AND CHECK THE **OPPOSE [**]** COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: **Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.**

	Please Sign and Print your name	Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <i>[Signature]</i> Printed Name: <i>Justin L. Donbranski</i>	<i>89 Haven Drive Frisco</i>	<i>63</i>	<i>5/19/18</i>	<input checked="" type="checkbox"/>		
2.	Signature: <i>[Signature]</i> Printed Name: <i>Andrew S. Raskewski</i>	<i>79 Haven Dr Frisco</i>	<i>44</i>	<i>5/19/18</i>	<input checked="" type="checkbox"/>		
3.	Signature: <i>[Signature]</i> Printed Name: <i>Kyle Evershed-St.</i>	<i>79 Haven Dr</i>	<i>44</i>	<i>5/19/2018</i>	<input checked="" type="checkbox"/>		
4.	Signature: <i>[Signature]</i> Printed Name: <i>Abby Foster</i>	<i>90 Haven Dr</i>	<i>60</i>	<i>5/19/18</i>			<i>They don't label it in store as 3.2%</i>
5.	Signature: <i>[Signature]</i> Printed Name: <i>Beth Magnuson</i>	<i>73 Haven Dr.</i>	<i>47</i>	<i>5/19/18</i>	<input checked="" type="checkbox"/>		
6.	Signature: <i>[Signature]</i> Printed Name: <i>Penelope Green</i>	<i>73 Haven Dr.</i>	<i>50</i>	<i>5/19/18</i>	<input checked="" type="checkbox"/>		
7.	Signature: <i>[Signature]</i> Printed Name: <i>Chloe in Austin</i>	<i>71 Haven Dr</i>	<i>44</i>	<i>5/19/18</i>	<input checked="" type="checkbox"/>		
8.	Signature: <i>[Signature]</i> Printed Name: <i>Maggie Testin</i>	<i>108 Haven Dr</i>	<i>36</i>	<i>5/19/18</i>	<input checked="" type="checkbox"/>		
9.	Signature: <i>[Signature]</i> Printed Name: <i>Andie Withum</i>	<i>55 Haven Dr.</i>	<i>40</i>	<i>5/19/18</i>	<input checked="" type="checkbox"/>		
10.	Signature: <i>[Signature]</i> Printed Name: <i>Rafi M. Yauw</i>	<i>55 Haven Dr</i>	<i>39</i>	<i>5/19/18</i>	<input checked="" type="checkbox"/>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAINS/SOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

	Please Sign and Print your name	Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>[Signature]</u> Printed Name: <u>Devin West</u>	52 Main Dr Frisco, CO 80443	58	5/14/18	X		
2.	Signature: <u>[Signature]</u> Printed Name: <u>Daniel Long</u>	730N Summit Frisco CO 80443	38	5/19/18		X	We don't need anymore liquor stores
3.	Signature: <u>[Signature]</u> Printed Name: <u>Anthony [Signature]</u>	1301 N Summit Frisco CO 80443	51	5/19/18	X		
4.	Signature: <u>[Signature]</u> Printed Name: <u>Bryan [Signature]</u>	42 Hawn Dr Frisco	42	5/19/18	X		
5.	Signature: <u>[Signature]</u> Printed Name: <u>Bob [Signature]</u>	45 Hawn Dr Frisco, CO	47	5/19/18	X		
6.	Signature: <u>[Signature]</u> Printed Name: <u>Patty [Signature]</u>	36 Hawn Dr	49	5/19/18	X		
7.	Signature: <u>[Signature]</u> Printed Name: <u>Cheryl [Signature]</u>	39 Hawn Dr	40	5/19/18	X		
8.	Signature: <u>[Signature]</u> Printed Name: <u>[Signature]</u>	39 Hawn Dr	47	5/19/18	X		
9.	Signature: <u>[Signature]</u> Printed Name: <u>[Signature]</u>	35 Hawn Dr	79	5/19/18	X		
10.	Signature: <u>[Signature]</u> Printed Name: <u>[Signature]</u>	35 Hawn Dr	76	5/19/18	X		

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET **SITE LOCATION:** 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE *(To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only)*
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: **Deborah Wohlmuth, Town Clerk, (970) 668-5276, Ext. 3034.**

Please Sign and Print your name		Complete Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>Maria Valente</u> Printed Name <u>MARIA VALENTE</u>	<u>11 THORN DR</u> <u>FRISCO</u>	<u>56</u>	<u>5/19/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.	Signature: <u>Emilia</u> Printed Name <u>EMILIA</u>	<u>100 Meadow Creek Dr</u> <u>201</u>	<u>32</u>	<u>5/19/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.	Signature: <u>Bruce</u> Printed Name <u>BRUCE</u>	<u>904 MEADOW CR. DR</u> <u>#106</u>	<u>44</u>	<u>5/19/18</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Enough Places sell now</u>
4.	Signature: <u>John Dwyer</u> Printed Name <u>JOHN DWYER</u>	<u>914 Meadow Cr. Dr</u>	<u>50</u>	<u>5.16.18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	Signature: <u>Bonni</u> Printed Name <u>BONNI</u>	<u>906 Meadow Creek Dr</u>	<u>66</u>	<u>5/19/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.	Signature: <u>Maria</u> Printed Name <u>MARIA</u>	<u>918 Meadow Creek Dr</u>	<u>34</u>	<u>5/19/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	Signature: <u>Alexis</u> Printed Name <u>ALEXIS</u>	<u>920 Meadow Creek</u>	<u>33</u>	<u>5.19.18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.	Signature: <u>David</u> Printed Name <u>DAVID</u>	<u>920 Meadow Creek</u>	<u>33</u>	<u>5.19.18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.	Signature: <u>Maria</u> Printed Name <u>MARIA</u>	<u>757 MEADOW CREEK</u>	<u>47</u>	<u>5/19/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.	Signature: <u>Patricia</u> Printed Name <u>PATRICIA</u>	<u>738 Lagoon Dr</u>	<u>64</u>	<u>5/19/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

WHOLE FOODS MARKET ROCKY MOUNTAIN/)
SOUTHWEST L.P. dba)
WHOLE FOODS MARKET)
261 LUSHER COURT)
FRISCO, CO 80443)
RETAIL 3.2% FMB LICENSE)
OFF PREMISES CONSUMPTION)

AFFIDAVIT

I, MARK STEFFEK, an employee of Oedipus, Inc., circulated petition(s) in the above matter;

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

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

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

THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

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

THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application (pursuant to Section 12-470308, C.R.S. [recodified], of the Colorado Liquor Code, and/or Section 12-46-104(3), C.R.S. [recodified], of the Colorado Beer Code.


FURTHER THE AFFIANT SAYETH NOT.


CIRCULATOR

STATE OF COLORADO) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this 20th day of MAY, 2018.



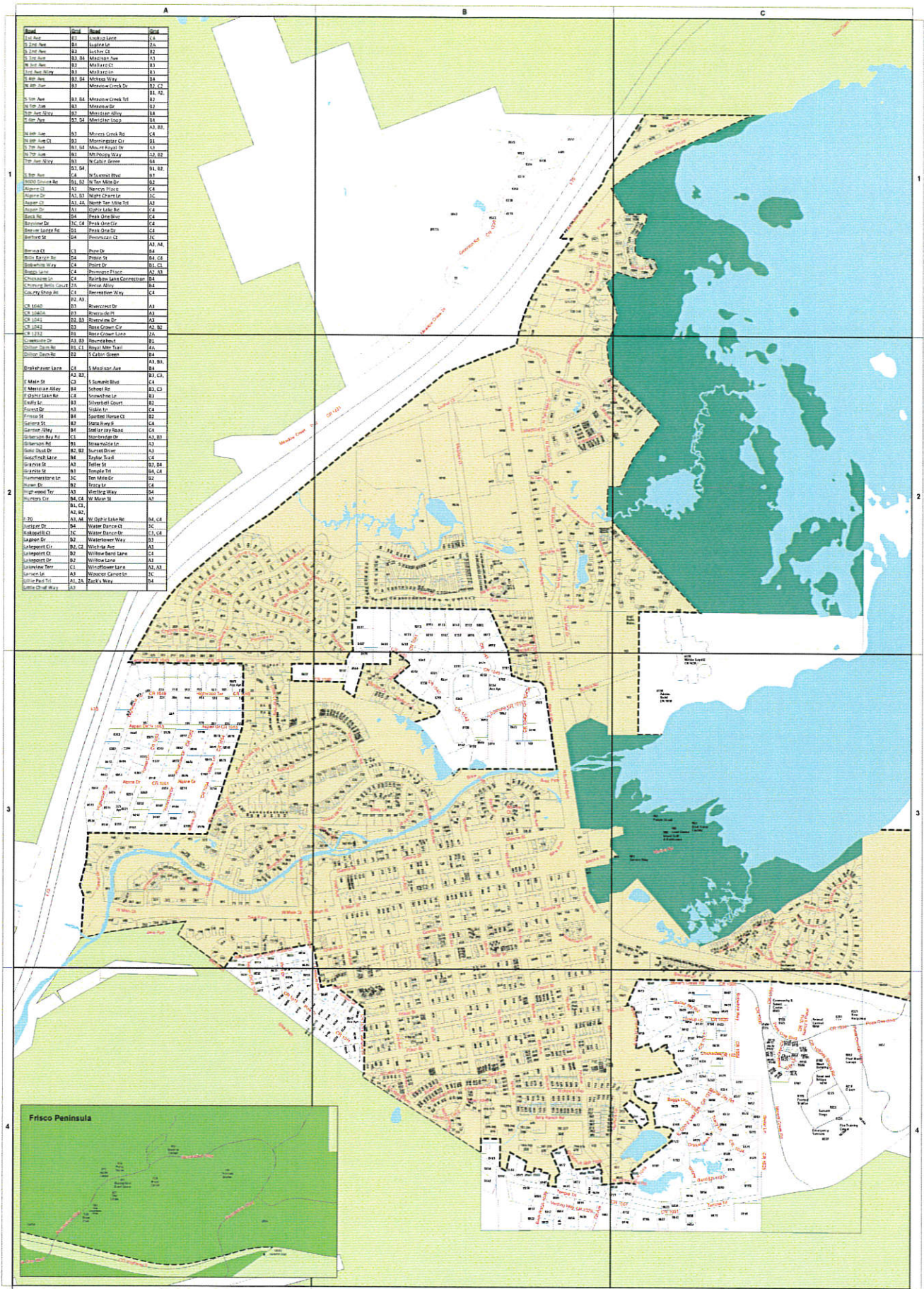

NOTARY-PUBLIC
Tina Latina Scott
P.O. Box 1012, Lafayette, CO 80026

BUSINESS PETITIONS



© Pierson Graphics Corp.
Copying is prohibited

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET
SITE LOCATION: 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 9 SEPTEMBER 2014, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO

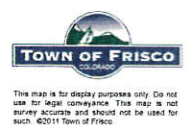
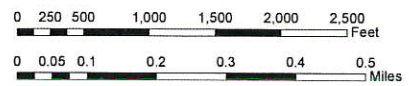


TOWN OF FRISCO

Road Index Map



- Legend**
- Denver Water
 - Parks
 - Private Parcels
 - White River National Forest
 - Frisco Town Boundary



This map is for display purposes only. Do not use for legal convenience. This map is not survey accurate and should not be used for such. ©2011 Town of Frisco

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET
SITE LOCATION: 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47. The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

	Please Sign and Print your name	Your Title, Business Name & Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>[Signature]</u> Printed Name: <u>Yvela McGee</u>	Title: <u>Manager</u> Business Name: <u>Boynton Inn and Suites</u> Business Address: <u>1302 Summit St</u>	22	5-17-18	X		I think it would be a great idea.
2.	Signature: <u>[Signature]</u> Printed Name: <u>Thull, Melaine</u>	Title: <u>GM</u> Business Name: <u>Alpine Inn</u> Business Address: <u>05 Lusher Ct</u>	27	5/17/18	X		Its a good idea for people.
3.	Signature: <u>[Signature]</u> Printed Name: <u>Charles Martin</u>	Title: <u>Assistant Manager</u> Business Name: <u>Epic Mt. Gear</u> Business Address: <u>233 Lusher Ct</u>	26	5/17/18	X		
4.	Signature: <u>[Signature]</u> Printed Name: <u>Lusher Ginnrichs</u>	Title: <u>Assistant Manager</u> Business Name: <u>Epic Mt. Gear</u> Business Address: <u>233 Lusher Ct</u>	31	5/17/18	X		
5.	Signature: <u>[Signature]</u> Printed Name: <u>TERANNO FRAMMER - ESC</u>	Title: <u>ASSISTANT MANAGER</u> Business Name: <u>Epic Mountain Gear</u> Business Address: <u>233 Lusher Ct.</u>	37	5/17/18	X		
6.	Signature: <u>[Signature]</u> Printed Name: <u>Martiza Santana</u>	Title: <u>Manager</u> Business Name: <u>FRIO Grande</u> Business Address: <u>188 Lusher Court</u>	32	5/17/18	X		

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET
 SITE LOCATION: 261 LUSHER COURT, FRISCO, CO 80443
 APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
 PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
 DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION/ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

	Please Sign and Print your name	Your Title, Business Name & Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>[Signature]</u> Printed Name: <u>SACK SULLIVAN</u>	Title: <u>Mgr</u> Business Name: <u>Chet Rembrandt</u> Business Address: <u>1821 Lusher Ct - 1A</u>	29	5-17-18		X	Small BUSINESS
2.	Signature: <u>[Signature]</u> Printed Name: <u>Matt Renner</u>	Title: <u>Owner</u> Business Name: <u>Chuck + Dons</u> Business Address: <u>226 Lusher Ct</u>	30	5-17-18		X	Small Business
3.	Signature: <u>[Signature]</u> Printed Name: <u>William Sarnick</u>	Title: <u>Manager</u> Business Name: <u>Chuck + Dons</u> Business Address: <u>226 Lusher Ct</u>	41	5/17/18	X		
4.	Signature: <u>[Signature]</u> Printed Name: <u>Shelby Martin</u>	Title: <u>Manager</u> Business Name: <u>Brecomp WWS</u> Business Address: <u>228 Lusher Ct</u>	31	5/17/18		X	local small business
5.	Signature: <u>[Signature]</u> Printed Name: <u>AMANDA M STAPART</u>	Title: <u>All Flooring Design</u> Business Name: <u>Lead Sales</u> Business Address: <u>842 N. Summit Blvd</u>	29	5/17/18		X	Small business
6.	Signature: <u>[Signature]</u> Printed Name: <u>Matthew Henline</u>	Title: <u>Sales Mgr</u> Business Name: <u>All Flooring Design</u> Business Address: <u>842 N. Summit Blvd</u>	31	5/17/18		X	Small business

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET
 SITE LOCATION: 261 LUSHER COURT, FRISCO, CO 80443
 APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
 PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
 DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmuth, Town Clerk, (970) 668-5276, Ext. 3034.

	Please Sign and Print your name	Your Title, Business Name & Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>Mike Jeff</u> Printed Name: <u>Currie L. Jeff</u>	Title: <u>Owner</u> Business Name: <u>Custom Eyes</u> Business Address: <u>842 N. Summit Blvd</u>	59	5/17/18	X		
2.	Signature: <u>[Signature]</u> Printed Name: <u>Kim Onasos</u>	Title: <u>Owner</u> Business Name: <u>The Hyde & Shuck</u> Business Address: <u>842 N. Summit Blvd</u>	43	5/17/18	X		
3.	Signature: <u>[Signature]</u> Printed Name: <u>Luis M Flores</u>	Title: <u>Owner</u> Business Name: <u>Hacienda Ecol</u> Business Address: <u>842 N. Summit Blvd</u>	53	5/17/18	X		
4.	Signature: <u>[Signature]</u> Printed Name: <u>Clayton Stephens</u>	Title: <u>Owner/Manager</u> Business Name: <u>Buck's House of Vapes</u> Business Address: <u>842 N. Summit Blvd</u>	33	5/17/18	X		
5.	Signature: <u>[Signature]</u> Printed Name: <u>[Signature]</u>	Title: <u>Owner/Manager</u> Business Name: <u>Mount Solon</u> Business Address: <u>842 N. Summit Blvd</u>	35	5/17/18	X		
6.	Signature: <u>[Signature]</u> Printed Name: <u>[Signature]</u>	Title: <u>Owner</u> Business Name: <u>High Altitude</u> Business Address: <u>842 N. Summit Blvd</u>	33	5/17/18	X		


PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET
SITE LOCATION: 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmuth, Town Clerk, (970) 668-5276, Ext. 3034.

	Please Sign and Print your name	Your Title, Business Name & Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>[Signature]</u> Printed Name: <u>Xavier Grouvas</u>	Title <u>Kitchen Manager</u> Business Name <u>Spine 11.5</u> Business Address <u>842 Summit</u>	21	5/17	X		More income, also, why not?
2.	Signature: <u>[Signature]</u> Printed Name: <u>Adrian Ben</u>	Title <u>House Manager</u> Business Name <u>Spinnelli's</u> Business Address <u>842 W. Summit</u>	22	5/17	X		
	Signature: <u>[Signature]</u> Printed Name: <u>Amir Pascua</u>	Title <u>Admiral</u> Business Name <u>Eagle-Summit</u> Business Address <u>842 W Summit</u>	53	5/17	X		
4.	Signature: <u>[Signature]</u> Printed Name: <u>Ryan Fables</u>	Title <u>Manager</u> Business Name <u>Coldireless</u> Business Address <u>842 N. Summit</u>	27	5/17	X		More diversified products, why not?
5.	Signature: <u>[Signature]</u> Printed Name: <u>Ashim K</u>	Title <u>Owner</u> Business Name <u>Hindgen Circle</u> Business Address <u>842 Summit Blvd.</u>	53	5/17	X		
6.	Signature: <u>[Signature]</u> Printed Name: <u>Betsy Vanderberg</u>	Title <u>Owner</u> Business Name <u>Summit 15.5</u> Business Address <u>842 Summit Blvd</u>	57	5/17	X		3.2 ONLY!

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET
SITE LOCATION: 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmuth, Town Clerk, (970) 668-5276, Ext. 3034.

Please Sign and Print your name	Your Title, Business Name & Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1. Signature: Printed Name: Charles Willis	Title: <u>Catering Manager</u> Business Name: <u>Food Lodge</u> Business Address: <u>849 N. Schmale</u>	40	4/17/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	let them sell beer
2. Signature: Printed Name: Jeff Cranvick	Title: <u>manager</u> Business Name: <u>Private Sports</u> Business Address: <u>842 Summit Blvd</u>	55	4/17/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Signature: Printed Name: Dennis Stenante	Title: <u>General Manager</u> Business Name: <u>Big O Tires</u> Business Address: <u>878 North Summit</u>	41	5/17/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Signature: Printed Name: Boris MacCaroz	Title: <u>KSIS v Manager</u> Business Name: <u>Case Home</u> Business Address: <u>820 N. Summit Ave</u>	21	5/17/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Signature: Printed Name: Chad Cattle	Title: <u>Manager</u> Business Name: <u>Safe Lite</u> Business Address: <u>73710 Miller</u>	40	5/17/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Signature: Printed Name: Brandon Hagedorn	Title: <u>Store front clerk</u> Business Name: <u>Specialized Truck & SUV</u> Business Address: <u>761 Ten Mile Run</u>	31	5/17/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>	less head aches, better driving.

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: **WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET**
 SITE LOCATION: **261 LUSHER COURT, FRISCO, CO 80443**
 APPLICATION FOR: **RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]**
 PUBLIC HEARING: **TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443**
 DEFINED NEIGHBORHOOD: **TOWN LIMITS OF FRISCO (SEE MAP)**

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmut, Town Clerk, (970) 668-5276, Ext. 3034.

	Please Sign and Print your name	Your Title, Business Name & Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>Kristin Keller</u> Printed Name: <u>Kristin Keller</u>	Title: <u>General Manager</u> Business Name: <u>Frisco Leasing</u> Business Address: <u>321 Main Street</u>	<u>32</u>	<u>5/18/18</u>	<u>Yes</u>		
2.	Signature: <u>Gail Schaefer</u> Printed Name: <u>Gail Schaefer</u>	Title: <u>Owner</u> Business Name: <u>Round Top Mt Shop</u> Business Address: <u>313 Main St / Frisco</u>	<u>60</u>	<u>5/8/18</u>	<u>Yes</u>		
3.	Signature: <u>Stephen Hayes</u> Printed Name: <u>STEPHEN HAYES</u>	Title: <u>GM</u> Business Name: <u>Ein Restaurant</u> Business Address: <u>313 Main St Frisco</u>	<u>31</u>	<u>5/18/18</u>	<u>X</u>		
4.	Signature: <u>Heidi Kimball</u> Printed Name: <u>Heidi Kimball</u>	Title: <u>Assistant Manager</u> Business Name: <u>Trocks</u> Business Address: <u>309 B Main St Frisco</u>	<u>23</u>	<u>5/18/18</u>	<u>✓</u>		
5.	Signature: <u>Ashlie Weisel</u> Printed Name: <u>Ashlie Weisel</u>	Title: <u>Owner</u> Business Name: <u>The Sunny Side Up</u> Business Address: <u>301 Main Street Frisco</u>	<u>21</u>	<u>5/18/18</u>	<u>✓</u>		
6.	Signature: <u>Ruth Brewer</u> Printed Name: <u>Ruth Brewer</u>	Title: <u>Owner</u> Business Name: <u>Frisco Fine Food</u> Business Address: <u>299 Main St Frisco</u>	<u>43</u>	<u>5/18/18</u>	<u>✓</u>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF FRISCO, COLORADO

APPLICANT/TRADE NAME: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P., dba WHOLE FOODS MARKET
SITE LOCATION: 261 LUSHER COURT, FRISCO, CO 80443
APPLICATION FOR: RETAIL 3.2% FMB LICENSE /To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only/
PUBLIC HEARING: TUESDAY, 12 JUNE 2018, 7:00 P.M., COUNCIL CHAMBERS, FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, CO 80443
DEFINED NEIGHBORHOOD: TOWN LIMITS OF FRISCO (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood for more than 6 months [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION/ISSUE: [*] IF YOU FAVOR AND SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE BECAUSE IT IS YOUR OPINION THE REASONABLE REQUIREMENTS OF THE ADULT INHABITANTS OF THE DEFINED NEIGHBORHOOD [SEE MAP] ARE NOT NOW BEING ADEQUATELY SERVED BY EXISTING BUSINESS THAT HOLD THE SAME OR SIMILAR TYPE OF LICENSE NOW DOING BUSINESS IN THE DEFINED NEIGHBORHOOD, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED. PLEASE SIGN AND CHECK THE FAVOR [*] COLUMN TO GRANT THE REQUESTED LICENSE. PLEASE WRITE IN THE REASON YOU SUPPORT THIS LICENSE APPLICATION. [**] IF YOU OPPOSE AND DO NOT SUPPORT THIS APPLICATION FOR A RETAIL 3.2% FMB LICENSE, PLEASE SIGN AND CHECK THE OPPOSE [**] COLUMN, AND PLEASE WRITE IN YOUR REASON WHY YOU OPPOSE THIS LICENSE APPLICATION.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Deborah Wohlmuth, Town Clerk, (970) 668-5276, Ext. 3034.

	Please Sign and Print your name	Your Title, Business Name & Address	Age	Today's Date	Favor	Oppose	PLEASE WRITE IN YOUR REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Signature: <u>[Signature]</u> Printed Name: <u>Emily K. O'Connor</u>	Title <u>Mgr</u> Business Name <u>Procasters</u> Business Address <u>285 Main St.</u>	21	5/12/18	<input checked="" type="checkbox"/>		BEER!!
2.	Signature: <u>[Signature]</u> Printed Name: <u>REBEKA HATES</u>	Title <u>Mgr</u> Business Name <u>Garden of Eden</u> Business Address <u>279 Main St Frisco</u>	35	5/18/18	<input checked="" type="checkbox"/>		Convenience.
3.	Signature: <u>[Signature]</u> Printed Name: <u>Lisa Townsend</u>	Title <u>owner</u> Business Name <u>Delic Bakery</u> Business Address <u>295 Main</u>	58	5/18/18		<input checked="" type="checkbox"/>	
4.	Signature: <u>[Signature]</u> Printed Name: <u>Emmal Rogers</u>	Title <u>Manager</u> Business Name <u>Studio 267</u> Business Address <u>267 Main St</u>	32	5/18/18	<input checked="" type="checkbox"/>		
5.	Signature: <u>[Signature]</u> Printed Name: <u>Angel. Canfor</u>	Title <u>OWNER</u> Business Name <u>Angel's Pags to Pines</u> Business Address <u>2 Main St.</u>	65	5/18/18	<input checked="" type="checkbox"/>		Convenience
6.	Signature: <u>[Signature]</u> Printed Name: <u>George Andrews</u>	Title <u>Fr. M.</u> Business Name <u>The Lost Canyon</u> Business Address <u>204 Main Street</u>	47	5/18/18	<input checked="" type="checkbox"/>		like expensive beer

Frisco CO

WHOLE FOODS MARKET ROCKY MOUNTAIN/)
SOUTHWEST L.P. dba)
WHOLE FOODS MARKET)

261 LUSHER COURT)
FRISCO, CO 80443)

RETAIL 3.2% FMB LICENSE)
OFF PREMISES CONSUMPTION)

AFFIDAVIT

I, MARK STEFFEK, an employee of Oedipus, Inc., circulated petition(s) in the above matter;

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

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

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


THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

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

THAT each signature was voluntarily given; and

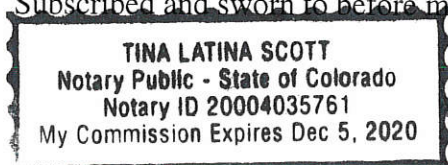
THAT I personally have no financial interest or equity in the establishment named in this application (pursuant to Section 12-470308, C.R.S. [recodified], of the Colorado Liquor Code, and/or Section 12-46-104(3), C.R.S. [recodified], of the Colorado Beer Code.

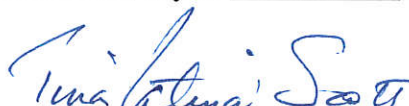
FURTHER THE AFFIANT SAYETH NOT.


CIRCULATOR

STATE OF COLORADO) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this 20th day of MAY, 2018.




NOTARY PUBLIC

Tina Latina Scott
P.O. Box 1012, Lafayette, CO 80026

PERMIT NUMBER

B-13-0075



Building Department
P.O.Box 4100
Frisco, CO 80443
(970) 668-5276 ... Office
(970) 668-0677 ... Fax

04/25/2014

Final Certificate of Occupancy

NAME & ADDRESS	LOCATION	261 Lusher Court Frisco, CO	PIN	
			SUBDIVISION	Summit Transit Center
			LOT #	2A
			PROPERTY SIZE	9.4 Sq. Ft.
	OWNER	Mike Kramer/Whole Foods Market	CONTRACTOR	Saunders Construction
	P.O.BOX		303 617 3873	
	Frisco CO		P.O.BOX	
			6950 S Jordan Rd	
			Centennial CO 80112	
			LICENSE NO.	

PERMIT INFORMATION				
DESCRIPTION OF WORK		NO. OF FLOORS	0	
Whole Foods Market Core and Shell		TOTAL FLOOR AREA OF NEW CONST.	0	Sq. Ft.
REPORT CODE		NO. OF BATHROOMS	0	
327 Stores & Customer Services		NO. OF BEDROOMS	0	
		TOTAL ROOMS	0	
		CODE EDITION	2006 IBC	
Total Living	Total Unfinished	Garage	Occupancy Type	Construction Type
0	0	0	M Mercantile	IIIB

AFFIDAVIT OF APPLICANT	
<p>Conditions:</p> <p>1. Reinspection of most items on correction notice dated 4/21/14 by Monday 4/28/14. 2. key-locking hardware changed to thumb-locks on sliding doors, except main entrance, by 4/28/14, or LDPR fire watch may be required. Work to be done after-hours.</p>	
<p>Approved for Occupancy as described above, Town of Frisco Community Development Department, By:</p>	
<p><i>Rick Weinman</i></p> <p>Rick Weinman, Building Official</p>	<p><i>4/25/14</i></p> <p>Date</p>

PERMIT NUMBER

B-13-0215





Building Department
P.O.Box 4100
Frisco, CO 80443
(970) 668-5276 ... Office
(970) 668-0677 ... Fax

05/19/2014

Final Certificate of Occupancy

N A M E & A D D R E S S	LOCATION	261 Lusher Court Frisco, CO	PIN	
			SUBDIVISION	Summit Transit Center
			LOT#	2A
			PROPERTY SIZE	9.4 Sq. Ft.
	OWNER	Mike Kramer/Whole Foods Market	CONTRACTOR	Saunders Construction
	P.O.BOX		303 617 3873	
	Frisco CO		P.O.BOX	
			6950 S Jordan Rd	
			Centennial CO 80112	
			LICENSE NO.	

PERMIT INFORMATION				
DESCRIPTION OF WORK		NO. OF FLOORS	0	
Whole Foods Tenant Improvement		TOTAL FLOOR AREA OF NEW CONST.	0	Sq. Ft.
REPORT CODE		NO. OF BATHROOMS	0	
327 Stores & Customer Services		NO. OF BEDROOMS	0	
		TOTAL ROOMS	0	
		CODE EDITION	2006 IBC	
Total Living	Total Unfinished	Garage	Occupancy Type	Construction Type
0	0	0	M Mercantile	IIIB

AFFIDAVIT OF APPLICANT	
Conditions:	
<p>Approved for Occupancy as described above, Town of Frisco Community Development Department, By:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Rick Weinman, Building Official </div> <div style="text-align: center;">  Date </div> </div>	

CONCRETE LOADING DOCK WITH
TWO COMPACTING DUMPSTERS
(WASTE/CARDBOARD RECYCLE)

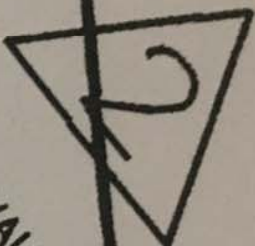
GROSS FLOOR AREA: 32,000 SF
(134 PARKING SPC. REQ'D.—INCL. INLINE)
(6 ADA PARKING SPC. REQ'D.—1 VAN)

WHOLE FOODS
MARKET

CONCRETE LOADING DOCK
12" NEENAH TRENCH DRAIN
W/ 4' CONC. MH SUMP PUMP VAULT

INLINE BUILDINGS
GROSS FLOOR AREA:
15,000 SF

RAMP
RE: ARCH



~200'

~65'

TYPE 1A CURB R

2' CLEAR



June 5, 2018

Randy Ready
Town Manager
Town of Frisco
1 East Main Street
Frisco, Colorado 80443

Re: Whole Foods 3.2 Beer License

Mr. Ready:

Kline Alvarado Veio, P.C., on behalf of our client, Basecamp Wine & Spirits LLC ("BW&S"), respectfully submits this letter in response to the proposed grant of a license by the Town of Frisco (the "Town") to Whole Foods Market to sell 3.2% Beer. As further detailed below, the sale of 3.2% Beer by Whole Foods Market would constitute a violation of covenants contained in BW&S' lease and, we believe, Whole Foods Market's lease as well. As such, we urge the Town Council to postpone its hearing with respect to Whole Foods Market's application to sell 3.2% Beer until the parties involved can clarify the pertinent contractual rights and obligations.

Basecamp Wine & Spirits LLC ("BW&S") entered into a Lease Agreement with Basecamp Holdings I, LLC, a Colorado limited liability company ("Basecamp"), dated July 22, 2014 (the "Lease") for that certain property located at 223 Lusher Court #1, Frisco, Colorado 80443 (the "Premises"). The Premises is located within the Whole Foods Frisco/Basecamp Shopping Center owned by Basecamp (the "Center"). Similarly, Whole Foods Market is located within the Center at 261 Lusher Ct, Frisco, CO 80443.

Pursuant to Section 27 of the Lease, all leases pertaining to businesses within the Center are prohibited from permitting the operation of a retail package liquor store (the "Exclusive Use"). Section 27 of the Lease further provides Basecamp "shall use commercially reasonable efforts, including litigation if necessary; to specifically prohibit any other tenant or occupier in the Center whose lease does not allow it to engage in the Exclusive Use from engaging in the Exclusive Use." Notwithstanding the foregoing, the Lease provides the Whole Foods Market located within the Center has the right under its lease to "sell wine and beer."

BW&S contends the sale of 3.2% Beer falls outside the sale of beer and wine exception in the Lease, and such sale is a violation of the Lease and Whole Foods Market's lease, as represented in the Lease. While the Lease provides Whole Foods Market may sell "wine and beer" it does not provide Whole Foods Market may sell 3.2% Beer. 3.2% Beer is a separate and distinct beverage category, both under Colorado law and in commercial usage. While the sale of 3.2% Beer is covered by the Exclusive Use provision of the Lease, it is not specifically included within exclusion pertaining to Whole Foods Market. In the past, representatives of the Center have sought BW&S' consent to allow for the sale products that would violate the Exclusive Use, including the installation of Outer Range Brewing Company as a tenant in the Center. No such waiver of the Exclusive Use by BW&S has been sought here.

Town of Frisco

June 5, 2018

Page 2

As such, BW&S has requested Basecamp, pursuant to Section 27 of the Lease, immediately take all commercially reasonable efforts to protect and enforce BW&S' Exclusive Use under the Lease. Such request was made pursuant to a letter dated June 4, 2018, attached hereto as Exhibit A, provided to Basecamp and its representatives.

It is our understanding the Town will hold a hearing with respect to Whole Foods Market's application to sell 3.2% Beer on June 12th. We respectfully request the Town delay its hearing while BW&S, Basecamp and Whole Foods Market fully agree on their respective rights and obligations with respect to the operation of BW&S and Whole Foods Market at the Center. An affirmative vote at the June 12th meeting could potentially pave the way for the impairment of BW&S' contractual rights in contravention of public policy.

Please feel free to contact me with any comments questions or concerns. I can be reached at 720-745-7161 or pwisor@kvfirm.com. You may also contact BW&S' representative, Ryan Geller, at 303-944-5876 or rcgeller@gmail.com

Sincerely,

Paul. F. Wisor

Cc: Ryan Geller
Scott Russell



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: TOM HOGEMAN, MARINA GENERAL MANAGER
DIANE MCBRIDE, ASSISTANT TOWN MANAGER/RECREATION & CULTURE DIRECTOR
RE: FRISCO BAY MARINA MASTER PLAN – DRAFT REVIEW
DATE: JUNE 12, 2018

Summary Statement: The Town of Frisco contracted with Logan Simpson on November 14, 2017, to complete a comprehensive master plan for the Frisco Bay Marina. The plan is in a draft form at this time and is included in the Council packet for review. Craig Coronado, Senior Associate Landscape Architect for Logan Simpson, will be present at the Council meeting on June 12, 2018, to review the plan and discuss any proposed changes to the plan. Feedback will be collected and used to finalize the master plan over the next couple of weeks. There are still a few placeholders and edits required within the plan. These too will be reviewed with Council.

The goal is to review the draft plan on June 12, 2018, make changes as appropriate to the plan, and bring the final plan to Council for adoption at the June 26, 2018, meeting.

Background: On August 24, 2017, staff released an RFP for a comprehensive Frisco Bay Marina master plan. Included in the RFP were the following details:

- This comprehensive master plan will detail and map current conditions and propose future land uses and locations for operations, trails, pathways, open space, lake access, parking, circulation, storage, recreation, and services.
- The marina master plan will develop a formalized long range plan with maps, images, site plans, details, phasing, and estimated costs.
- The plan will coordinate with a project presently underway for the architectural design work for the Marina office/retail/restroom facility.
- The qualified professional or firm will need to be an interdisciplinary team consisting of planners, engineers, traffic/parking consultants, recreation specialists, wetlands experts, landscape architects, etc. The scope of work will include the 7 acres of land leased to the Town of Frisco from Denver Water, the reservoir area, the 3.26 acres of land owned by the Town of Frisco, and limited adjoining properties. The focus of the master plan must also integrate the entrance way to Frisco Bay Marina at Highway 9, consider recreation/trail connections to the Peninsula Recreation Area (PRA), and existing and planned trails in the vicinity in keeping with the 2017 Frisco Trails Master Plan.

- Martin/Martin will coordinate and provide the selected Team with developable area options created by the excavated material, coordinate with the Army Corps for permit modifications, and estimate costs associated with the excavation.
- The scope of work shall include, but not be limited to, the following: data gathering, inventory and analysis, community outreach, planning and a final master plan.

Logan Simpson has completed the details that were included in the RFP through a series of stakeholder interviews, Community Conversations, advisory committee meetings, and staff meetings. Their work is in a draft master plan at this time for Council review.

Summary: Staff recommends that Council review the attached draft master plan for the Frisco Bay Marina. Craig Coronado will be available at the Council meeting to review the draft plan and answer any questions Council may have. The goal is to review the draft plan on June 12, 2018, make changes as appropriate to the plan, and bring the final plan to Council for adoption at the June 26, 2018, meeting.



TOWN OF FRISCO

FRISCO MARINA PARK

MASTER PLAN

JUNE, 2018

ACKNOWLEDGEMENTS

Individuals and organizations who helped to guide the development of the Frisco Marina Park Master Plan include:

Town of Frisco

Council

- Gary Wilkinson, Mayor
- Jessica Burley
- Deborah Shaner
- Hunter Mortensen, Mayor Pro Tem
- Rick Ihnken
- Dan Fallon
- Melissa Sherburne

Planning Commission

- Andy Stabile, Chair
- Kelsey Withrow, Vice-Chair
- Brian Birenbach
- Jason Lederer
- Donna Skupien
- Steve Wahl

Staff

- Tom Hogeman, Marina Manager/Project Manager
- Diane McBride, Dir. of Recreation/Assistant Town Manager
- Joyce Allgaier, Community Development Director
- Jenn Shimp, Marina Guest Services Manager

Advisory Committee

- Kim Kramer, Citizen
- Gabby Voehler, Citizen
- Dan Fallon, Citizen
- Brian Clark, Citizen
- Campy Campton, Citizen
- Kim Casey, Citizen
- Melissa Sherburne, Citizen
- Jason Lederer, Citizen
- Mark Luna, Technical Expert, Civil Engineer
- Brandon Ransom, Technical Expert
- Matt Smith, Technical Expert, Sanitation District
- Grant Anderson, Technical Expert
- Mark Watson, Technical Expert
- Matt Stais, Technical Expert, Architect
- Joyce, Allgaier, TOF Staff
- Tom Hogeman, TOF Staff
- Diane McBride, TOF Staff

Organizations

- Denver Water
- Colorado Department of Transportation
- Summit County

Consultant Team



L O G A N S I M P S O N



TABLE OF CONTENTS

EXECUTIVE SUMMARY	1	MASTER PLANNING PROCESS.....	11	PHASING AND PRIORITIZATION	20
Introduction and Background.....	1	Data Gathering, Inventory, and Assessment.....	11	Implementation	20
Purpose of the Plan.....	1	Coordination with Related Plans.....	11	Phase 1: Marina Operations Building and Overflow Parking.	20
Process	1	Marina Operations Building	11	Phase 2: Big Dig and Related Park Improvements.	21
Master Plan.....	1	The Big Dig Project	11	Phase 3: Boathouse and Service Yard.	22
Next Steps	1	Success Metrics	12	Phase 4: Redevelopment on Out-parcels	23
COMMUNITY CONVERSATIONS	2	Community Engagement	12	Overall Costs.....	24
Stakeholders	2	Guiding Principles, Vision, and Goals	12	Marina Market Analysis	25
Advisory Committee	2	Concept Review	13	Next Steps	25
Survey	2	Master Plan.....	13		
Public Meetings	2	Implementation	13		
Stakeholder Inputs Matrix.....	3	FRISCO MARINA MASTER PLAN.....	14		
SITE CONTEXT AND EXISTING CONDITIONS	4	Guiding Principles	14		
Overview	4	The Big Idea	14		
Site Context.....	5	Key Conclusions.....	14		
Existing Conditions	6	Master Plan.....	14		
Land Use	6	Character	14		
Environmental Conditions	7	Access and Parking	14		
Access and Circulation	8	Recreation and Leisure Uses	15		
The Gap Project	8	Marina and Boating Facilities	15		
Bicycle and Pedestrian Access to the Waterfront and Marina		Building Architecture	15		
Amenities.....	8	Landscaping.....	16		
Boat Launch	8	Shoreline.....	16		
Recreational Uses.....	9	Ecology.....	16		
Park Uses.....	9	Infrastructure	16		
Buildings.....	9	Adjacent Sites.....	16		
Marina	10				



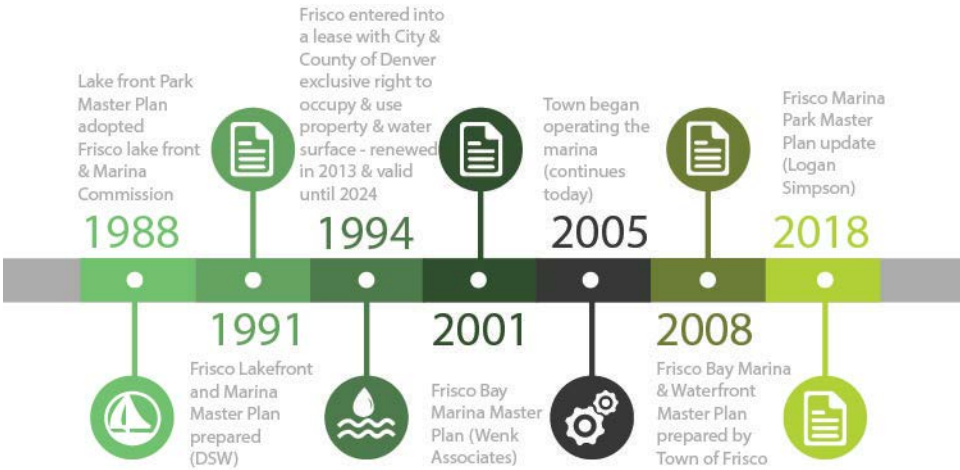
EXECUTIVE SUMMARY



INTRODUCTION AND BACKGROUND

Since adoption of the first master plan for the marina site in 1991, the Town of Frisco has gradually implemented the community's ideas into the current marina layout. A combination of increased recreational demands in the Town, especially along the waterfront of Lake Dillon, along with rising property values in the surrounding area, make this an opportune time to work with the community to re-envision the future of the Frisco Bay Marina Park.

PURPOSE OF THE PLAN



The Frisco Bay Marina Master Plan is intended to provide a long range plan, based on community input and creative visioning, to plan for and implement improvements over time that meet the needs of the Town of Frisco. The plan also looks outside its current boundaries providing recommendations and framework for strengthening connections to downtown and the larger waterfront open space areas, updating of the land lease with Denver Water, revision to the Big Dig program, and potential redevelopment of adjacent properties.

PROCESS

The master planning process included analysis of existing context and conditions, recreation and boating use demands and best practices. The project team, working with Town staff, stakeholders, advisory Committee and receiving input from the public, then developed alternative plans, received feedback which led to the development of a preferred plan, which is part of this document.

MASTER PLAN

The master plan provides an exciting vision for the future of the Frisco Marina Park. Its primary goal is to create a vision for balancing increasing demand for access to the Town's waterfront with to providing a high quality user experience for all visitors. The plan does so by focusing on several key initiatives:

- Make the park an extension of Main Street
- Maximize public access to the waterfront
- Expand the capacity of the marina for all types of boating
- Better organize uses to improve user experience
- Improve site and shoreline ecology
- Activate and support year round uses

NEXT STEPS

This master plan is intended to act as a community-supported guide for the Town to implement components of the design as funding allows. The document is organized into five sections, articulating the project's context, community input, planning process, plan of action, and implementation considerations. Phase I design has already commenced, and at least partial funding in place for the Big Dig, which will trigger the opportunity to fully implement Phase II.

COMMUNITY CONVERSATIONS

The community’s input into the master plan was critical to gaining input and support for the future improvements recommended by this plan. The Town of Frisco utilizes a process called “Community Conversations” to engage stakeholders and residents in discussions about future projects within the Town. Development of the Frisco Marina Park Master Plan included a robust stakeholder and public outreach program that featured Town staff and stakeholder interviews, an online survey, Advisory Committee reviews and two multi-day workshops with well attended public open house conversations. The Town also provided regular project updates on the Town’s website and the Summit Daily published articles about the plan and the process.



STAKEHOLDERS

The Town assisted in developing a list of stakeholders who could provide a broad base of input from various perspectives, as well as opportunities and constraints for the project plan. Stakeholders included Event and Marina staff, public safety, slip holders, boating organizations, land owners, homeowners’ associations and concessionaire. The stakeholders were interviewed in small groups December 11 and 12th 2017. In general the stakeholders were asked what they liked most and least about the current marina and park, what is missing and what needs to be improved, and what their vision would be for the best possible outcomes for the plan and the place. A full record of their input is included in the appendix.

ADVISORY COMMITTEE

The Town convened an advisory committee comprised of Town staff and stakeholders. The Advisory Committee met during the project workshops, prior to the public meetings, and served as a sounding board for plan proposals identifying issues, challenges and opportunities along the way.

SURVEY

An online survey was linked to the project information on the website between January and March 2018. Participants were asked twelve questions about what are important considerations for park improvements in the future. 140 responses were received – most from residents, property owners and people who work in the Town. A high percentage (61%) use the marina for paddle sports. Another high percentage (74%) visits the park regularly for non-boating activities such as bicycling, events, concerts, and happy hour. 44% visit regularly for boating.

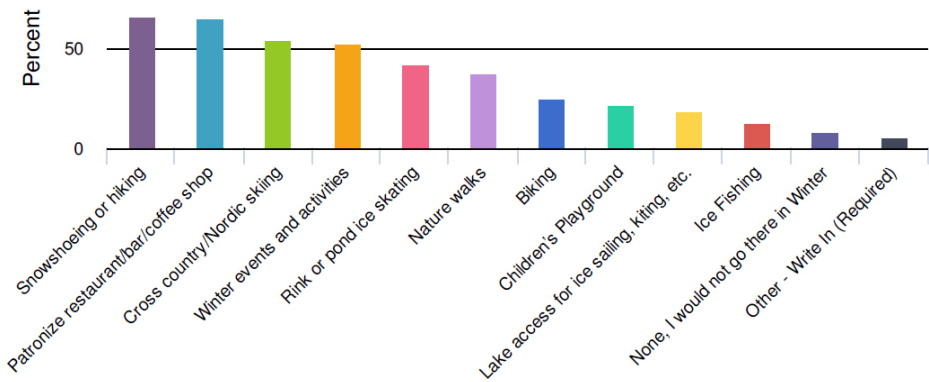
When asked what would be desirable as the marina and park are improved the responses indicated a desire for areas that allow unstructured uses, including public events and activities and areas for picnicking, fishing and walking/biking. Most value a natural landscape with better access to the water’s edge and opportunities for expanded winter and year round uses. Boating and paddle sports remain an essential activity and expansion of the popular beach and lawn areas were indicated.

PUBLIC MEETINGS

Two public meetings were held at the Day Lodge at the Peninsula Recreation Area. More than 50 people attended the first open house on February 8th, 2018 from 6:00 to 7:30pm. At the first open house Town staff and members of the consulting team set up several stations, illustrating the project’s guiding principles and goals, as well as boards that identified visual preferences and conceptual alternative plans for information and



Photo: Advisory Group Meeting



Marina Survey Question # 9: If the Marina Park was open year round, what activities would you participate in during the winter?

feedback. Participants were asked to write down their ideas and concerns, and to place green dots on potential park features and programs that they found especially appealing. Public input, recorded in meeting summaries included in the appendix, resulted in clear preferences for aspects of the alternative plans and visual preferences that were then incorporated into the preferred master plan concept.

The second public meeting was held on April 12th from 5:00-6:30. Again the attendance was estimated at more than 50 people. At this meeting Town staff and the consulting team provided an illustrative plan of the preferred alternative concept. Along with supporting graphics and descriptions, and asked for verbal and written feedback on the proposed plan. In general, participants were supportive of the preferred plan concept, and specific comments, concerns and questions were addressed, and will be included in the subsequent refinement of the master plan.



What We Heard Word Cloud

STAKEHOLDER INPUTS MATRIX	
Staff	
	Address parking and way finding issues
	Keep open spaces flexible use
	Improve Connectivity within the Site
	Expand waterfront access for all
	Expand operations and restroom building
	Address safety and emergency access
	Better balance park and marina uses
Public Safety	
	Proximity to propane tanks is a concern
	Address increases in vandalism
	Improve lighting
Slip Holders and Boaters	
	Improve access and facilities at docks
	Provide power, WiFi and dedicated restrooms
	Consider preferred parking for slips
Concessionaires	
	Need more kitchen area and storage at Grill
	Address parking for different uses
	Consolidate rental operations
Rowing Club	
	A boathouse is desirable, combine with kayak/canoe/SUP storage
	Willing to partner with Town to improve facilities
	Better separation of muscle-powered from motorized boats
Others (residents and businesses)	
	Stronger connection to Main Street
	Improve entry and way finding
	Promote better land uses along Summit Boulevard
	Encourage and support more year-round activities
	Consider off-site winter boat and snow storage
	Keep plan simple - provide more beach access
	Relocate and upgrade playground
	Keep it real/authentic



Public Open House Comments

SITE CONTEXT AND EXISTING CONDITIONS

OVERVIEW

Frisco Bay Marina Park is located on the shores of scenic Dillon Reservoir at an elevation of 9017 feet above sea level in Frisco, Colorado. The reservoir spans 3,300 acres, with 25 miles of shoreline, and serves as the largest water storage facility for the Denver Water Board, responsible for 25% of Denver's drinking water. The Frisco Marina Park occupies approximately 10 acres, accessible from the intersection of Summit Boulevard (Colorado State Highway 9) and Main Street/Marina Road. Marina Road is an extension of Main Street following the old alignment of the highway to Dillon prior to the creation of the Dillon Reservoir and recreation area. The Marina Park includes 3.26 acres of Town of Frisco owned land and the remaining is currently leased from the Denver Water Board. The Marina is operated by the Town as an Enterprise Fund, and retains staff to operate the marina, and maintain and secure the park.



Location Map



Above: Boat Ramp and Floating Docks



Below: State Highway 9 and Main Street

Above: Marina Park Sign Below: Marina in winter



SITE CONTEXT

The Town of Frisco is 1.7 square miles in size with a population of 2,683 (2010 census). It is surrounded by vast public open space including the Peninsula Recreation Area (PRA) which is part of the larger White River National Forest. The Town continues to experience rapid growth resulting in development pressure, increased traffic, increasing property values and higher demand for recreational use of open space, especially along the lakefront. The marina and park have seen increasing demands for public use, especially during the summer season, on weekends and for special events, resulting in wear and tear, inadequate facilities, traffic congestion, and parking challenges.

The Project Site Context Map is used to demonstrate the environmental influences indicating:

- Sun Angles throughout the year
- Prevailing wind directions
- Access and connectivity
- Major hydrology
- Surrounding land uses



Project Site Context



Existing Land Use

EXISTING CONDITIONS

Land Use

Adjacent uses include two commercial properties that are privately owned, and the Town's sanitation district wastewater treatment plant. The site is contiguous to open space managed by Dillon Reservoir Recreation Committee (DRReC), an interagency committee that manages the Dillon Reservoir and many of its adjacent properties. The 807-acre Peninsula Recreation Area (overseen by the Town of Frisco, US Forest Service and Denver Water) includes hiking, biking, Nordic skiing, tubing and other adventure sports.

A vacant Town of Frisco-owned parcel at the southeast corner of Summit Boulevard and Marina Road, the former site of Bighorn Lumber, is used primarily for overflow parking and several food and craft vehicles have established there seasonally, selling fresh produce and local crafts. Part of the park site is set aside as a cemetery, and the non-park parcels along Summit Boulevard are zoned for mixed use development.

Frisco Marina Park is recognized as a marina first, providing one of two primary access points for larger boats to the reservoir. It also serves as an important recreational amenity for the Town of Frisco, providing a unique open space with panoramic lake and mountain views. Frisco Marina is the only place in Colorado where visitors can experience a lakefront in such close proximity to downtown shops and restaurants.

The areas owned by and leased from the Denver Water Board include areas in the 100 year floodplain and designated wetlands, administered by the US Army Corps of Engineers. The water elevation is controlled by the Denver Water Board to meet downstream water needs, so the level fluctuates between the high water (spillway) elevation of 9017 and a low water average elevation of approximately 9007. Fluctuating water levels limit the ability of the marina to function beyond the normal, lake full summer season between June and September. The Federal Emergency Management Agency (FEMA) 100-year floodplain (approximate elevation 9025) limits the location and elevation of occupied buildings on the site.



Above: Site Environmental Conditions

Note: See Appendix for Wetlands Map

Environmental Conditions

Much of the shoreline is identified as wetlands, although the fluctuating water levels and tributary streams result in highly variable wetlands quality. The Frisco Marina Park site and adjacent lands were reviewed by AlpineEco in May, 2018 to generally identify wetland areas and assess their condition. Wetlands were identified by the presence of hydrophytic vegetation and presence of wetland hydrology (hydric soils were assumed), and mapped. Wetland functional condition was generally assessed using the concepts presented in the Functional Assessment of Colorado Wetlands (Johnson, et al. 2013). Plant nomenclature in this document follows the National Wetland Plant List (Corps 2018).

Approximately 5.5 acres of wetlands were mapped in the study area. About 3.1 acres of the wetlands are dominated by shrubs and are classified according to Cowardin, et al. (1979) as palustrine scrub-shrub (PSS). Various species of willow (*Salix* spp.) dominate most areas, with some thinleaf alder (*Alnus incana*) also present. The remaining 2.4 acres of wetlands areas are dominated by herbaceous species (grasses, forbs, and grass-like species) and are classified as palustrine emergent (PEM). Some of the most common species present in these wetlands include leafy tussock sedge (*Carex aquatilis*), Northwest Territory sedge (*Carex utriculata*), bluejoint (*Calamagrostis canadensis*), and Baltic rush (*Juncus balticus*).

Most of the PEM wetlands are found in the lowest portions of the study area, mainly around the perimeter of Dillon Reservoir and along the immediate edge of Ten Mile Creek and other tributaries of the reservoir. These wetlands are mainly supported by water in the reservoir and creeks directly, through flooding and capillary action. Supplemental water is provided by direct precipitation (including snowmelt) and stormwater runoff for those wetlands close to the marina parking lots or otherwise in the direct flow path of water from State Highway (SH) 9, Main Street, or other areas of development.

Many of the PSS wetlands are too high above the normal water surface elevation of Dillon Reservoir to be primarily supported by the water in the reservoir. They appear to be mainly supported by high groundwater associated with the greater historic Ten Mile Creek/Miner's Creek floodplain, although the wetlands are close enough to the reservoir that their groundwater elevations are likely influenced by changes in reservoir water levels. Supplemental water for these wetlands comes from direct precipitation (including snowmelt) and stormwater runoff from the marina parking lots, SH9, Main Street, and other nearby developed areas.

Although a detailed assessment of wetland functional condition was not performed for the wetlands in the study area, based on the concepts presented in FACWet, most of the wetlands are considered "Functioning" or a letter grade of "C." FACWet is a stressor-based approach to rating functional condition and measures a wetland's departure from reference condition. A reference site would be considered "Reference" and receive a letter grade of "A," whereas a severely impaired wetland would be considered "Functioning Impaired" and receive a letter grade of "D" ("F" is reserved for those sites that are no longer considered wetland because the stressors are so severe).

The main ecological stressor that reduces the overall functional condition of the wetlands is the general lack of a natural water regime. Nearly all the wetlands have altered vegetation composition from being over saturated (mainly by flooding from the reservoir) or being dewatered (either by reservoir draw-down or by the presence of infrastructure that has reduced and/or diverted groundwater and surface water inputs). Other key stressors observed include the presence of infrastructure (SH9, bike path, marina, cemetery, water treatment plant, etc.), including the reservoir itself that creates barriers for wildlife moving between the wetlands in the study area and other adjacent wetlands; the presence of historic and recent fill, ditches, and other geomorphological changes within the wetlands that have either caused the direct loss of wetlands or degradation by altering water distribution within the wetlands; potential water quality concerns from receiving direct runoff from developed areas; and numerous social trails in and around the wetlands that indicate the regular presence of people (especially north of the marina) which will reduce overall wildlife use and often cause minor impacts to vegetation.

Below Left: PEM Wetland North of the Marina



Below Right: PSS Wetland South of the Marina



PEM Wetlands North of the Marina Stressed by Water Fluctuations

SITE CONTEXT AND EXISTING CONDITIONS

ACCESS AND CIRCULATION

Frisco Marina Park is accessible from Summit Boulevard or State Highway 9 (SH9) at the intersection with Main Street. SH9 is administered by Colorado Department of Transportation (CDOT), who is in the process of improving the section from Main Street to points south as part of what they call the “Gap” Project. The Gap project will result in the removal of the southbound free right turn lane onto Main Street, and reconstruction of the intersection to, among other things, improve access for pedestrians and bicyclists

The Gap Project

In August 2017, the Colorado Department of Transportation (CDOT) conducted an evaluation of SH9 from mile post (MP) 94.36 (south of Peak One Drive) to MP 96.25 (North of Main Street) to provide geometric, access and traffic control recommendations to improve operations along SH . The study included the following recommendations for the SH9 and Marina Road/Main Street intersection:

- Replace the southbound right-turn by-pass lane with a non-channelized right-turn deceleration lane to better accommodate bicycle and pedestrian activity on the north side of Main Street
- Add a pedestrian phase across Main Street

The Town of Frisco's 2017 Trails Master Plan identified SH9 as a barrier between most of Frisco and the waterfront. The primary issue identified at SH9 and Marina Road/Main Street is getting bicycles and pedestrians safely across SH9. The intersection currently provides crosswalks on the south and east legs of the intersection. Bicycles using the Rec Path are currently directed to the south side of the intersection to cross.

During the summer, traffic counts indicate approximately 45 vehicles travel to/from the marina during the AM peak hour and approximately 50 vehicles during the PM peak hour. The heaviest movements at the intersection are the southbound right turn and the eastbound left turn; these movements highlight the heavy pattern of traffic traveling between downtown Frisco to/from the north on SH9.

Bicycle and Pedestrian Access to the Waterfront and Marina Amenities

Bicycles and pedestrians currently have limited access to the waterfront. The existing site configuration presents the following challenges for bicycles and pedestrians:

- Lack of direct bicycle and pedestrian connections to key marina amenities and the waterfront
- Lack of pedestrian facilities along Marina Road and Summit Boulevard
- Mixed uses on the existing Rec Path (e.g., bicyclists passing through and marina users)

Boat Launch

The existing boat ramp is located at the east end of the marina and launches boats on the north side of the pier. Challenges with the current location of the boat launch include:

- Clockwise circulation at the boat ramp does not meet driver expectation and creates a conflict for entering and exiting vehicles.
- The tight turning radius at the curve at the east end of the south parking lot prior to accessing the boat launch cannot easily accommodate large/ emergency vehicles.
- Vehicles waiting for the boat launch need a better waiting/queuing area.
- Challenges with mixed small and large craft launching occur at the same location.



Access and Circulation





Warm Season Recreation

RECREATIONAL USES

The Town has invested in facilities and programs that have activated a variety of recreational uses within the park. Recreational uses of the Marina Park are heavily skewed to the summer season, when the marina is also operational. The marina provides access and support for boaters, such as seasonal slip rentals, non-motorized and motorized boat rentals, and transient dock space, along with marina retail, repair and operations support. Non-marina uses include passive recreation such as dog-walking and picnicking, more active uses such as bicycling and children's play, and programmed events such as the Fourth of July fireworks.

Park Uses

Frisco has consistently sought to balance park and marina uses. The current layout of the park, along with the success of the marina, has reduced the area available for land based recreation. There is currently approximately 60,000 square feet (15% of park area) that is available as open space for recreational use. Of approximately 700 feet of shoreline only about 50 feet is currently accessible. Parking, access roads, boat ramp, buildings, storage areas and native and wetland landscapes constrain use areas.



Cold Season Recreation

Buildings

The Town is currently planning an expansion of the Marina Operations Building, currently housed in the Lund House. Other facilities include the restroom building, the grill, the boat maintenance facility and the trail head restrooms, along with several small ticketing kiosks and storage sheds. Current and prior assessments indicate that the operations building is undersized and obsolete, and should be updated to accommodate the services that are provided by the Town's marina staff and vendors.

SITE CONTEXT AND EXISTING CONDITIONS



Existing Marina Layout

Marina

Frisco Bay Marina is home to approximately 140 seasonal slips ranging in size from 25'-30', spread evenly across five piers accessed by a main central walkway. The docks are a galvanized steel frame system with wood decking and HDPE tub flotation. Anchorage of the dock system utilizes an adjustable steel cable winch system attached to a concrete mass anchor, which allows the marina anchorage to be adjusted to accommodate a wide range of water levels. The slips are not provided with water or power utilities, which along with the relatively small size of the slips, limits access to larger vessels.

As the changing seasonal reservoir levels currently require the docks to be relocated farther out into the reservoir for winter, a tremendous amount of labor and expense is required to reposition the docks each year. Due to the typically late time period in which the reservoir fills, the docks cannot currently be placed in the desired location until early July, which effectively cuts the marina season in half. In some years, the docks are moved multiple times to accommodate the water levels. These low water levels are one of the biggest concerns that must be addressed.

The marina also provides swing moorings, power boat rentals, and a fuel dock with sanitary pump-out, as well as dry storage, winter storage, mechanical services, and haul-out that add to the range of services that make the marina a success. In addition, the marina offers extensive on site storage and rental opportunities for non-motorized boating activities such as kayaks, rowing vessels, canoes, and stand up paddle boards.



Parking for seasonal slip holders is limited, and the current vehicular configuration placing the boat launch as the closest point of access to the marina creates extensive vehicular circulation conflicts that limit the effectiveness of the launch. Additionally, these conflicts create potential safety impacts for pedestrians and cyclists. The overall organization of the marina on the water also creates a range of potential conflicts, with most of boating activities located on the north side of the central pier. With this concentration of motorized and non-motorized boating activities all sharing the same fairways, conflicts are inevitable. The challenges are exacerbated by a mix of more experienced seasonal boaters and less experienced power and non-motorized rental vessels sharing the area with the boat launch and fuel dock.

Boater services, such as showers, restrooms, marina office, etc. are currently insufficient to meet the needs of either the boaters or marina staff.

Overall the quality of the marina location itself is exceptional, and is quite possibly the most attractive marina settings in all of Colorado. The site has great potential, and the existing infrastructure is well maintained and serviced by knowledgeable and friendly staff.

MASTER PLANNING PROCESS

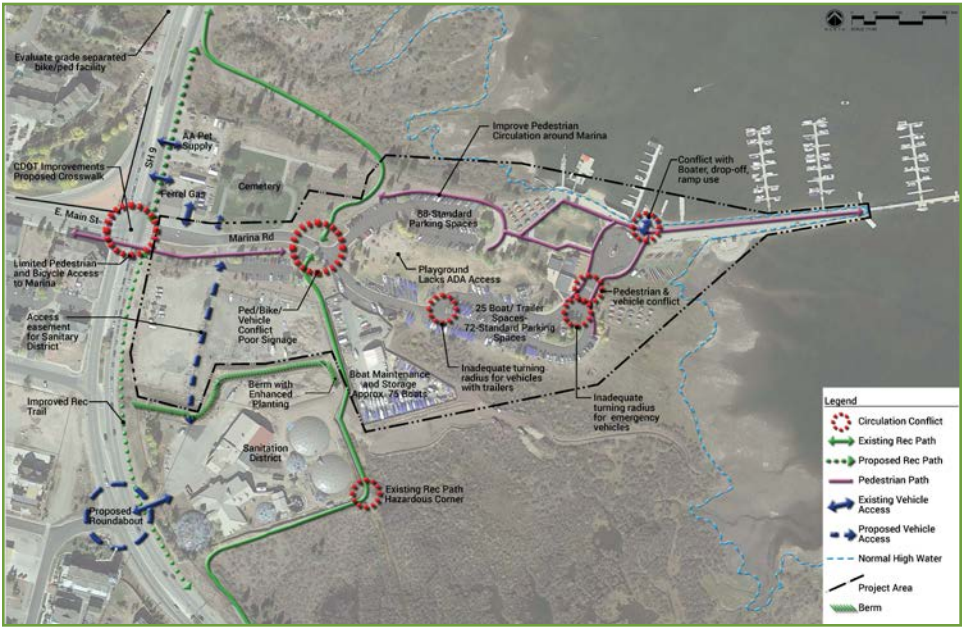
Community Conversations were utilized at key touch points during the master planning process to engage residents and stakeholders through communication, listening to input, and review. The community conversations for the Marina Park master plan included stakeholder interviews, advisory committee reviews, an online survey and two public open houses that focused discussions on the hopes, expectations, and concerns for the future of the Marina Park. More detail on this process is included in Section 2. The development of the master plan evolved from the inputs received.

DATA GATHERING, INVENTORY, AND ASSESSMENT

The project team used a combination of methods to develop a better understanding of the context, conditions, and needs that guided the outcome of the master planning process. Analysis and assessment included collecting and reviewing prior plans, relevant plans that might impact the Marina Park, and reviewing land uses, topographic surveys, and documenting existing conditions with photos and plans. Existing conditions plans were organized into site context, access and circulation (with parking), land use, environmental conditions, and recreational uses (summer and off-season).

A base plan representing existing conditions was developed from available Geographic Information System (GIS) sources and from materials and maps provided by the Town. The conditions assessments served as a basis for identifying opportunities and challenges, which were then addressed in developing the conceptual alternatives. A review of Opportunities and Challenges identified internal and external conditions, conflicts and ideas that suggest change or adaptation for new or expanded facilities and

programs. Market based opportunities for development or redevelopment of nearby and adjacent land, along with other Town plans and initiatives, are considered as they may impact access, parking and infrastructure needs for the Marina Park.



Marina Layout Diagram B

COORDINATION WITH RELATED PLANS

Marina Operations Building

Mathew Stais Architects has been commissioned to review current space and program needs and to design the marina office/retail/restroom space known as the Marina Operations Building. The existing facility (the Lund House), was moved to the site in 1997 and adapted for its current uses. The restroom building was added in 2007 to provide capacity to support the park and marina.

The Big Dig Project

In 2013, the United State Army Corps of Engineers (USACE) approved a permit to authorize the excavation of up to 75,000 cubic yards of lakebed to allow for improved navigation at the marina and expand the recreational facilities at the marina. The permit, which expires in 2019, allows the Town to excavate up to 75,000 cubic yards of material below the ordinary high water mark to add depth to navigable areas. The permit currently requires the excavation to take place in-the dry, limiting its timing to a drought condition when the lake would be drawn down much lower than normal. It also requires all fill material to be deposited below the normal high water line limiting its use for upland improvements. Use of material must occur in unvegetated lakebed below the normal high water elevation of 9017.

Other plans impacting potential project outcomes include:

- Denver Water Board: The Town's lease with the Denver Water Board stipulates the use and terms under which operations of the Frisco Bay Marina occurs. The current lease was renewed in 2013 and expires in 2024.
- PRA: A master plan update for the Peninsula Recreation Area is underway, proposing improved trails and amenities.
- Town of Frisco Trails Master Plan: In March, 2017 the Town of Frisco approved a trails master plan which recommends expansion of the trails connecting to the Marina Park site from the PRA, the existing rec-path and across Summit Boulevard to Main Street.
- Town Community Plan: The Town recently hired a consultant to update the Frisco Community Plan. Elements of the Community Plan may impact proposed land uses in and around the Marina Park.



MASTER PLAN PROCESS

SUCCESS METRICS

In order to measure future successful implementation of the plan, certain metrics for success were developed.

- Improve access
- Expand flexible green space
- Expand accessible shoreline
- Improve level of service for boaters
- Increase rate of return on Town's investment

The metrics must be measurable and result in positive change consistent with the goals of the project.

COMMUNITY ENGAGEMENT

Community Conversations were utilized at key touch points during the master planning process to engage residents and stakeholders through communication, listening to input, and review. The community conversations for the Marina Park master plan included stakeholder interviews, advisory committee reviews, an online survey and two public open houses that focused discussions on the hopes, expectations, and concerns for the future of the Marina Park. More detail on this process is included in Section 2. The development of the master plan evolved from the inputs received.

SUCCESS MATRIX	CONCEPT		
	A	B	C
Improve Access			
Expand flexible green space			
Expand accessible shoreline			
Improve level of service for boaters			
Increase rate of return for Town's investment			

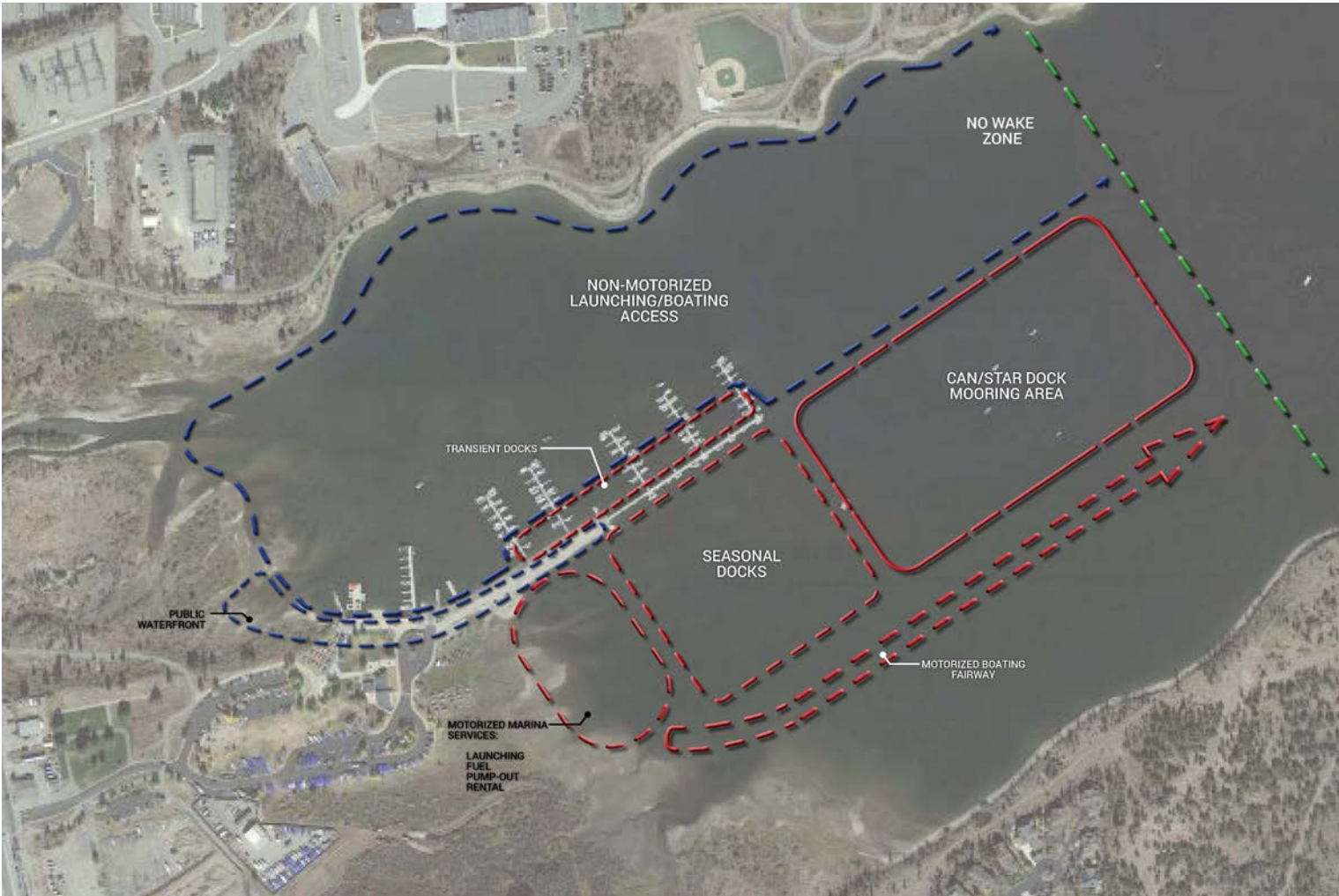
GUIDING PRINCIPLES, VISION, AND GOALS

The project team established several premises, which evolved into guiding principles for the development of the master plan. Vision and Goals were developed during the first workshop and reviewed with the advisory committee and the public at the second. Logan Simpson employed a multi-day workshop format to flesh out opportunities, develop alternatives, and refine them into a vision, goals and strategies – a master plan - that were then reviewed by the Advisory Committee, stakeholders and the public. The master plan is organized into four key areas that communicate the master plan's response to established project goals and metrics:

- Access and Circulation: addresses the ways that people get to the park, and how they get around once they are there. This element addresses access to the park from Main Street and relocation of the boat ramp to enhance access to the lakefront.
- Land Use: identifies existing and potential land uses, based on zoning and compatibility with the park and Town policies and incentives.



Graphics this page: Concept A, The Great Lawn (Above) and Concept B, Big Shoreline (Below)



Marina Layout Diagram B

- Ecology: identifies potential impacts on natural resources, need for permits and approvals for the proposed changes to the marina, and project goals for mitigation, restoration and enhancement of natural systems.
- Recreational Use: includes a detailed program for park and marina uses, including buildings, support facilities and year round activation.

Conceptual Alternatives were developed and reviewed to explore the range of opportunities.

Evaluation Criteria were based on the project goals and used to evaluate each concept against the intended outcomes.

CONCEPT REVIEW

Two conceptual alternatives were developed and reviewed and compared against a no action baseline condition, to explore a range of options and test stakeholder concerns and support for each. Concept A, called The Great Lawn, and Concept B, The Beach, examined alternatives based primarily on possible locations of the boat ramp and the Marina Operations and Food and Beverage buildings. Concept A located the boat ramp to the northwest side of the site at the end of the existing north parking area, and located the buildings as close to the water's edge as feasible. Concept B explored a ramp location at the southeast end of the site and the buildings being reconstructed in approximately their current location. Pros and cons of each alternative were reviewed with the public and stakeholders and are summarized in the following table.

ALTERNATIVES COMPARISON					
	Parking	Ramp Location	Flexible Open Space	Accessible Shoreline	Cost
Baseline - Existing Condition	187	Central	1.5 acres	50 lin ft	\$
Concept A - Great Lawn	350	North	3.5 acres	350 lin ft	\$\$\$
Concept B - The Beach	300	East	3.0 acres	600 lin ft	\$\$
Concept C - Lakefront (preferred)	300	East	3.0 acres	600 lin ft	\$\$

MASTER PLAN

A third concept was developed based in the feedback from the prior two, Called Concept C, or The Lakefront, this hybrid places the boat ramp at the southeast corner of the site and the buildings closer to the lakefront. This arrangement has several advantages that will be more fully detailed in the next section.

IMPLEMENTATION

The master plan is intended to provide a long term vision for improving the Frisco Marina Park with the support of Town residents and stakeholders. The plan is aspirational and intended to be more fully designed and developed over time as resources and partnerships become available. The remainder of this document describes the recommended approach to designing, budgeting, phasing and executing the master plan with additional opportunities for public input and updates over time.

FRISCO MARINA MASTER PLAN

GUIDING PRINCIPLES

The following principles guided the development of the master plan:

- The following principles guided the development of the master plan:
- Balance water-based and land based recreational uses
- Expand capacity and improve level of service for boating at the marina
- Address access, circulation and parking conflicts and improve access to the lakefront
- Make the Park an extension of Main Street and connect to downtown Frisco
- Better organize facilities and uses to support high quality visitor experience
- Enhance waterfront ecology
- Support year round activities and leisure uses

THE BIG IDEA

Early in the planning process the alternative concepts identified three key questions that drove development of the Marina master plan:

- How can the amount of space available for flexible use recreation and shoreline access be increased?
- What is the best location of the boat launch ramp – for boaters? For inspectors? For other park users?
- Where should the marina operations/food and beverage buildings be located to best serve the needs of marina staff and concessionaires?

KEY CONCLUSIONS

- The boat ramp is in the wrong place, dividing the park.
- There is too much parking too close to the water's edge
- Pedestrian and bike access to the waterfront is weak
- Leverage the CDOT Gap project to improve pedestrian access at Summit and Main Street
- Buildings should be closer to the waterfront
- Boat storage buildings would reduce clutter and protect boating assets
- Park open spaces are too small and have limited use
- People want to be able to get to the water's edge

MASTER PLAN

The master plan is the result of analysis of existing conditions and program needs, establishment and refinement of project principles and goals, creative development and review of alternative scenarios, and refinement of phased strategies for early wins and longer term investments.

Character

Public and stakeholder input strongly suggested that people like the existing look and feel of the Marina Park and that a “light touch” should be used in future improvements. The Town of Frisco has a unique architectural vernacular – which could be described as mountain rustic – that should continue to be applied. Based on visual preference boards discussed at the workshops and public open houses it was clear that certain precedents are desirable in the updating and expansion of marina and park facilities and services.



Access and Parking

The access and parking has been considered one of the biggest problems with the current site arrangement. The plan addresses these issues by improving the intersection at Summit Boulevard and Main Street/Marina Road, and by moving and expanding the amount of on-site parking available for marina and park use. It is important to recognize that pavement and parking is not the best use of this valuable Town amenity, and that the more parking can be pushed farther from the water's edge the more capacity there will be for people to enjoy recreational uses of the shoreline area. The plan anticipates changes in the way people in Frisco get around

to accommodate intuitive and safe access from various modes of travel, and reduce the need to expand parking significantly. It is anticipated that a revival of the “Frisco Flyer” shuttle will eventually connect both ends of Main Street with a terminus at the marina, and that ride sharing and alternative fuel vehicles should be accommodated over time.

The Marina Master Plan has identified several pedestrian and bicycle enhancements that complement and build on the recommendations from the CDOT SH9 and Trails Master Plan recommendations for SH9 and Marina Road/Main Street. Recommendations include:

- Provide crosswalks on all legs of the intersection and provide a pedestrian-actuated phase for the east-west movement
- Modify the west leg approach and southwest corner curb line to eliminate crosswalk skew
- Modify the east leg approach to remove travel lane skew for east-west vehicles crossing SH9

PARKING AND BOAT STORAGE		
	Existing	Preferred Alternative
General Parking	187	346
Trailer Parking	25	30
Handicap Parking	6	8
Secure Boat Storage	50	50
Boat Storage	100	50
Snow Storage	80,000 SF	30,000 SF

- Extend the Rec Path connection to the marina across SH9 (consistent with the Trails Master Plan)
- Add bicycle signal and bicycle detection for east-west bicycle movements
- Increase the pedestrian waiting area on the southeast corner of SH9 and Marina Road/Main Street
- Provide an enhanced pedestrian facility on the south side of Marina Road/Main Street

The Preferred Alternative includes pedestrian enhancements on the south side of Main Street/Marina Road to encourage pedestrians to use the south leg crosswalk at the SH9 and Marina Road/Main Street intersection. Providing a high-quality pedestrian facility and crossing on the south leg of the intersection minimizes potential pedestrian-vehicle conflicts for the heavy southbound right and eastbound left turn movements. When actuated, the bicycle and pedestrian crossing phases will reduce the green-time available for conflicting vehicle movements and may result in additional delay for vehicles at the intersection.

The Preferred Alternative incorporates the following enhancements to improve bicycle and pedestrian access:

- Provides an alternative for the Rec Path to connect to SH9 and Marina Road/Main Street via a path on the north side of Marina Road
- Extends paths through the site to provide more direct access to the boathouse, restaurant, and waterfront
- Provides way finding signage for easy bicycle and pedestrian routing within and through the marina
- The north lot would provide most of the vehicle parking supply, with reduced vehicle-only parking in the south lot, to separate day-use marina activities from the boat launch area. The increased parking capacity in the north lot includes a modest increase in overall marina parking to provide consistent parking supply if/when the overflow parking lot is developed, and available marina parking is reduced.
- The Preferred Alternative also includes paving the current overflow parking area to formally add 160 spaces. Future consideration has been given to the development of the overflow parking lot to include additional mixed uses on site. If additional development were to occur on this site, a parking structure would likely be necessary to accommodate both Marina and development parking; a future parking structure would be designed to continue to provide approximately 160 spaces for Marina users. Access to the development could include a potential right-in-right-out on SH9 pending location and an access evaluation per CDOT requirements.
- On site parking is expected to continue to operate at capacity; the proposed changes are designed to improve vehicular circulation and access throughout the site.
- The Preferred Alternative also includes consideration of the following parking recommendations and amenities:
 - Real-time parking availability signing
 - Dedicated parking and charging stations for electric vehicles
 - Moderate increases to the parking supply, while not anticipated to meet parking demand, may result in increased vehicular traffic on site and at the SH9 and Marina Road/Main Street intersection. Providing real time parking available signing/information may help reduce additional vehicular activity related to vehicles looking for parking.

Recreation and Leisure Uses

Available outdoor public space for recreation and leisure is at a premium in this area of Frisco. The plan complements recreation opportunities provided elsewhere in the Town, including the PRA and the Main Street retail district, providing areas for enjoyment of the spectacular views, and unique ability to access the waters of the Dillon Reservoir. The plan effectively doubles the amount of flexible use open space within the park by utilizing the Big Dig as an opportunity to relocate the boat ramp and some of the existing parking farther from the shoreline and pier. This allows for locating the playground

OUTDOOR WINTER STORAGE		
	Existing	Proposed
Boats	100	50
Secure Boats	50	50
Snow	2 acres	0.5 acres

MARINA BOAT SLIPS		
	Existing	Proposed
Seasonal Lease	140	162
Rental	14	14
Moorings		

closer to the food and beverage, adding lawn to accommodate more people for events and concerts, building a sculpted hill for climbing and extraordinary lake views, and connecting the enlarged area directly to the beach at the water’s edge.

A goal of the plan is to create opportunities for year round use of the park and reservoir. Realignment of the boat ramp and parking allowing more flexible use open space and better trail and sidewalk access to the lakeshore is one aspect. However reduction of the winter storage function is an equal or greater consideration. Currently winter storage of boats and snow create conditions that limit access and create security and safety concerns. The plan includes recommendations to move a majority of the snow storage off site (this is being addressed in a separate plan), and reducing the number of boats stored in public parking areas of the site.

Opportunities for winter use include winter festivals similar to the ice castle that Dillon hosts, a pond skating rink, possibly covered, a sledding hill and vastly improved access to the pier and waterfront year round.

Marina and Boating Facilities

The master plan proposes a range of improvements to the marina infrastructure that are intended to expand access to the waterfront, enhance boater enjoyment of the marina through the addition of modern marina amenities, and update the facilities to comply with all current codes and marina standards, and reorganize the layout of the marina to reduce conflicts between motorized and non-motorized boaters.

The overall reorganization of the marina relocates the seasonal slips and boat launch to the south side of the main pier, immediately opposite where they are today. The north side of the pier will be dedicated to boat rental, fueling, transient docking, and all non-motorized boating activities. This structure separates the majority of the motorized boaters from the non-motorized boaters, as well as separating the “resident” seasonal boaters from the transient and rental boaters. Conversations with the boating community suggest that this organization will greatly reduce conflicts on the water and make the area much safer to navigate.

The completion of the Big Dig project will transform the operation of Frisco Bay Marina by creating navigable water depths at water elevations as low as 9000, greatly expanding access to the waterfront and extending the boating season. In a typical year, this would allow the docks to be relocated in their normal summer position in early May and provide the seasonal slip renters with a full boating season in the marina, allowing the marina to overcome its greatest current limitation.

Access to the floating docks is reorganized to simplify relocation and placement of the docks, enhance security, and facilitate expansion of utilities. This is achieved by organizing access to the floating docks from “marginal walkways”, which are linear floating docks that run parallel along both the north and south sides of the main pier. These walkways are accessed from upland areas via 80’ long ADA compliant gangways and ADA compliant parking and pathways throughout the upland areas. Additional modifications to the existing docks to achieve compliance with the 2010 ADA Standards for Recreational Boating include providing an appropriate number of 5’ wide finger piers, appropriate landings and door handles on all access gates, and compliance with appropriate reach range requirements on all pedestals.

The master plan proposes adding one new pier of 28 slips 35’-40’ in length with utilities, and extending the utilities to at least one of the existing piers with 28 30’ slips. This initial installation of utilities will serve as a “test market” for utilities in the marina, and indicate whether further expansion of utilities to other slips is necessary. Should additional utilities be desired in the future, the marginal walkways provide a flexible structure by which electrical and water utilities can be extended throughout the marina easily and cost effectively. All electrical utilities will be compliant with all current standards for electrical distribution to reduce the risk of Electrical Shock Drowning

(ESD). ESD occurs when a person in the water encounters stray electrical current that enters the water - most often from a boat, but occasionally from the docks. If the current exceeds 30mA, the person in the water can become paralyzed and drown. This is prevented through installation of marina electrical infrastructure with appropriate ground fault interruption at all distribution points, making it nearly impossible for stray current to enter the water.

The current anchoring system is very well suited for the changing water levels and existing equipment should be inspected regularly to ensure the cables and winches are in sound condition.

By deepening boating channels, the proposed Big Dig project will extend the boating season and keep the marina open for about two added months each year. Lakebed material excavated from the lakebed will be used to extend the existing pier, improve the shoreline and provide expansion opportunities for upland park recreation and leisure facilities such as flexible use, parking and picnic areas.

Building Architecture

Several new or expanded buildings are proposed. It is important that the architectural character of these buildings complement each other and the site uses and views and user experiences. The parallel effort to develop an expanded Marina Operations Facility, led by Matthew Stais Architects, has obtained public input into the character of building architecture to establish a precedent for future buildings. Buildings should be designed to seamlessly integrate indoor and outdoor spaces by providing terraces, decks, rooftop, and open walls that supports programming and complements park activities.



Landscaping

The high altitude site, combined with its topography, soils and location in a floodplain, suggest a hierarchy of landscape treatments that transition from upland to lowland, urban to natural, from west to east. Integrate and balance active use areas with protected open space, and carefully site buildings, parking areas, and support facilities to minimize negative impacts on vegetation and views. Spaces should be thoughtfully designed to use of changes of grade and variety of vegetation and surface treatments, to create variety, challenge and interest while providing access for people of all ages and abilities. Reduce the number of evergreen trees, which break up the space and inhibit the valued view, and add more shade trees and flexible use lawn areas to create comfortable and defensible space areas for public use and gathering.

Shoreline

The beach and the adjacent areas are by far the most popular areas in the current park. In the summertime activities and events are concentrated in the small lawn and sand areas north of the Lund House. The plan utilizes Big Dig materials to expand the amount of accessible water's edge by lengthening and widening the sandy beach areas on the north shore, and by providing a re-shaped shoreline on the east side that allows for a more naturalistic water's edge that balances access for people with constructed wetlands and lowland landscape that will better support vegetation and habitat.

Ecology

The existing marina site is surrounded by wetlands that provide water quality and habitat value for the larger region. Implementation of the master plan will require that any disturbed wetlands be mitigated by providing new constructed wetlands on or off the project site. While high quality wetland areas north and south of the project site will be protected and preserved, the northern and eastern shores of the Marina Park will be re-contoured to provide park and marina user access. Detention and water quality treatment will be required to accommodate runoff from the addition of impervious surfaces.

Although implementation of the Master Plan is expected to result in some permanent losses of wetlands by filling them to create new marina amenities, wetlands should be avoided whenever possible. Any placement of fill within those wetlands (or into the reservoir itself) will require a Section 404 of the Clean Water Act permit from the US Army Corps of Engineers. Generally, the Section 404 permitting program requires that unavoidable wetland impacts be compensated for by creating new wetlands of similar form and function, or by restoring/enhancing nearby previously degraded wetlands.

While implementation of the Master Plan may result in new direct impacts to wetlands in the study area, great opportunities exist for restoring and/or enhancing already impaired larger areas of adjacent wetlands to compensate for those losses. Most of the PSS wetlands close to the marina (but outside the footprint of the proposed facilities) have been partially dewatered by historic activities and could be enhanced by restoring a more natural water regime. New wetlands could also be created in and around the existing PSS wetlands within minimal earthwork required.

While it may be possible to restore or create new wetlands around the immediate reservoir perimeter (supported by water in the reservoir and stormwater runoff) to compensate for wetland losses, this approach is less likely to succeed than those supported by a more predictable and natural water source like Ten Mile Creek or other tributaries.

Infrastructure

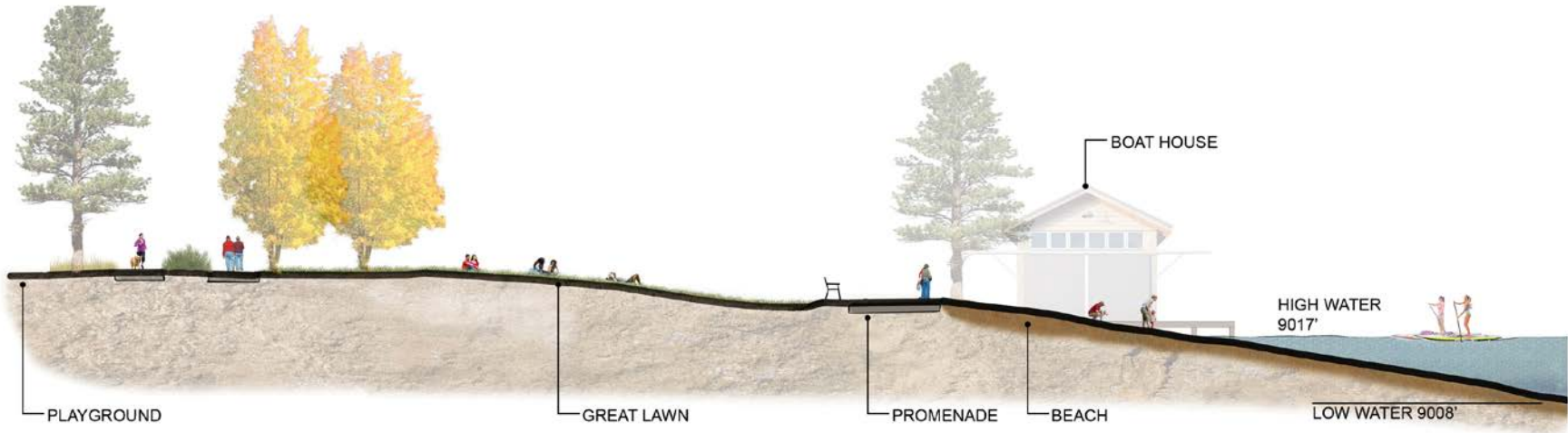
Due to its location and prior development Frisco Marina Park has access to sufficient utility infrastructure to support future needs. Potable water and sewer serve existing and proposed buildings, and are being upgraded as part of the proposed relocation of the marina operations building. Dry utilities such as power and communications are existing on the site and will be upgraded as part of future improvements to provide enhanced services to the marina and new buildings, including upgraded wireless communications (WiFi). Stormwater management is a critical consideration as water entering the lake must meet both Town of Frisco and Denver Water's standards for water quality. The master plan includes requirements for adding detention and water quality treatment for all new buildings, parking and other uses that increase runoff from the site.

Adjacent Sites

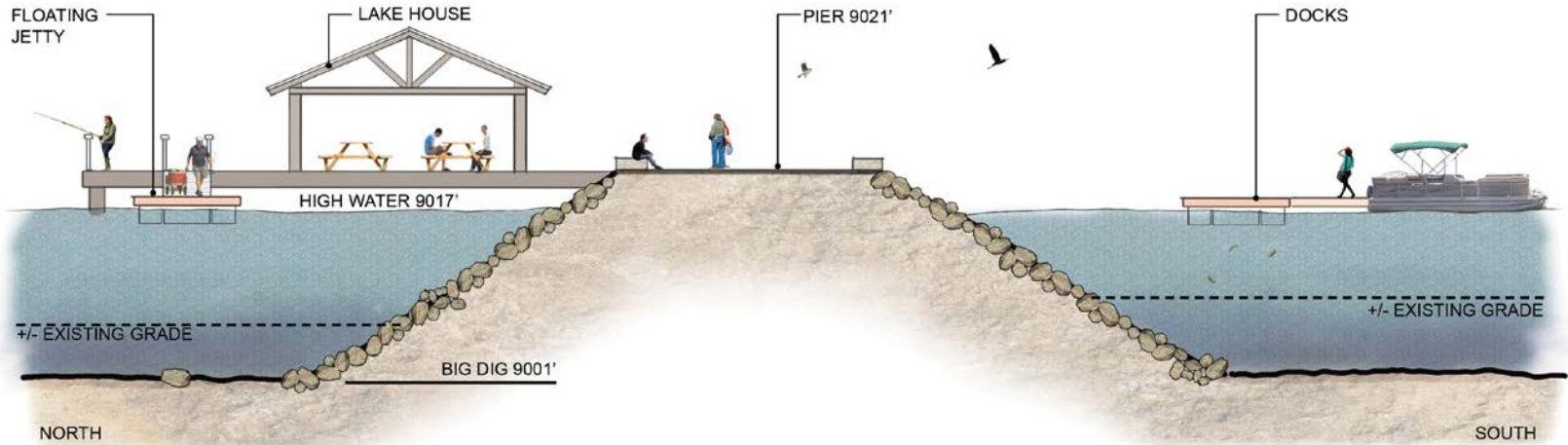
The privately owned properties north of Marina Road, the sanitation district facility to the south, and the cemetery all constrain opportunities for marina and park use. The wastewater treatment plant and its adjacent property at Lot B-2, and the cemetery are essential functions that will not change. Mixed use zoning and a hot real estate market suggest that there are low hanging opportunities for redevelopment of the Farrell Gas and Pet Supply store sites. It is important that if redevelopment occur it be compatible with it adjacency to the marina and park site. Lot B-1, while owned by the Town, is not currently considered part of the park and its zoning suggests that there may be other uses for it to support Town goals. As it is currently used to support the park by providing areas for parking, storage and mobile vendors, the plan recommends that it be used in the short term for expansion of marina and park parking, and that any future redevelopment include provisions for parking dedicated to park and marina use.



SECTION A: MARINA ROAD AT ENTRY
LOOKING EAST

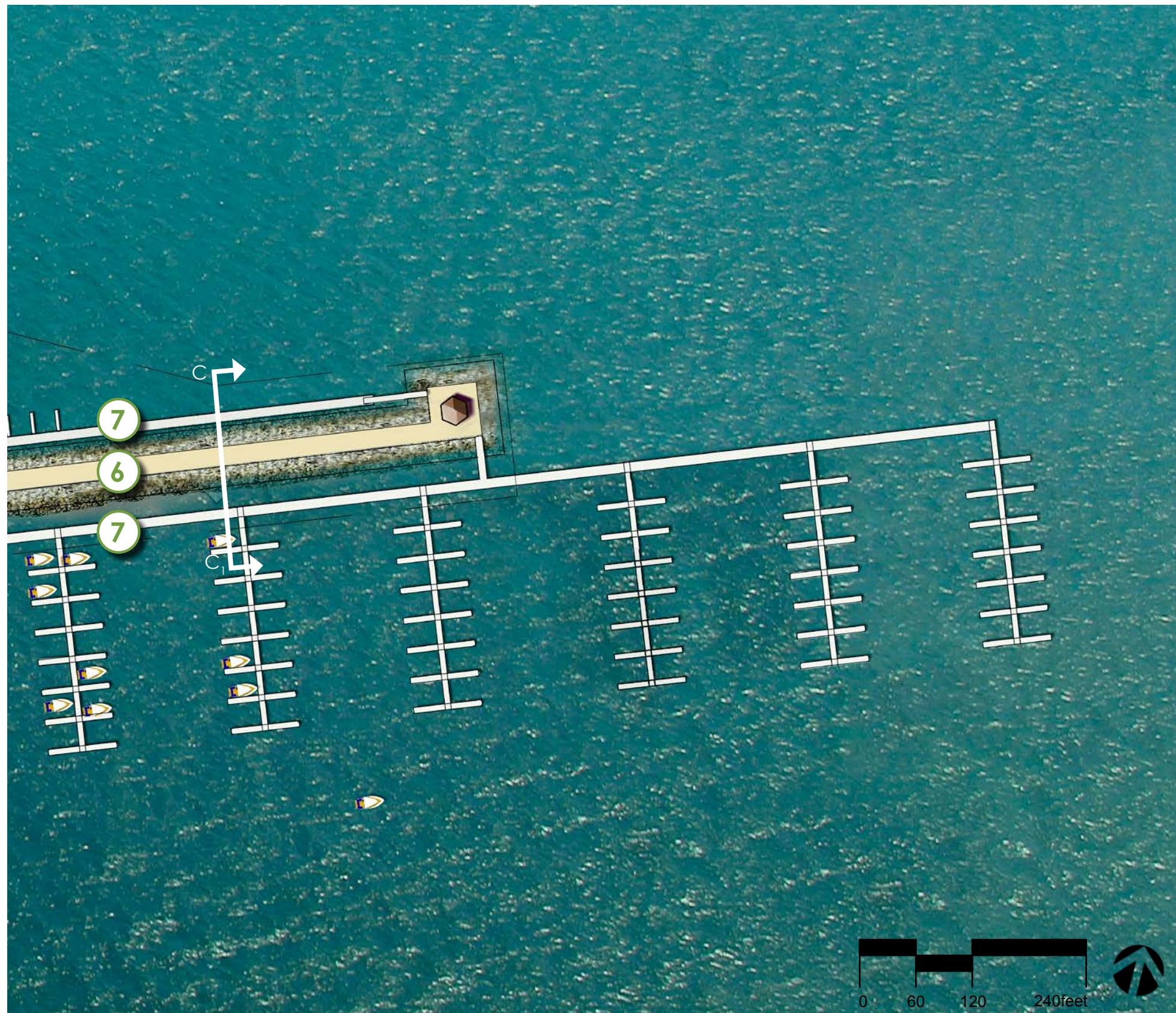


SECTION B: NORTH BEACH
LOOKING WEST



SECTION C: MARINA PIER (HIGH WATER)
LOOKING EAST





- 1 Marina Operations Building
- 2 Intersection Improvements
- 3 Improved Surface Parking
- 4 Relocated Boat Ramp
- 5 Shoreline Restoration
- 6 Public Pier Extension
- 7 Floating Docks Improvements
- 8 Sand Beach Expansion
- 9 Lakefront Promenade
- 10 Relocated Food and Beverage
- 11 Flexible Use Lawn
- 12 Utility & Service Area
- 13 Children's Playground
- 14 The Promontory
- 15 Boathouse
- 16 Boater Services
- 17 Picnic Area
- 18 Potential Future Redevelopment

PHASING AND PRIORITIZATION

IMPLEMENTATION

In order to plan for both immediate and future needs and funding opportunities, and to be prepared for opportunities that may arise for grants and partnerships, the Frisco Bay Marina master plan provides a phased approach to implementation. Phasing recommendations follow priority needs as established in the master planning process. Projects already funded and under way are scheduled in early phases while those requiring additional planning inputs, funding and/or partnerships are scheduled for the future phases. Maintaining flexibility is important when prioritizing phasing as factors such as changing leadership priorities, economic cycles that impact available funding, and even weather will contribute to changes over the course of time.

Phase 1: Marina Operations Building and Overflow Parking.

The proposed new marina operations building will be built to replace the obsolete Lund House in order to better serve the needs of marina staff for management, retail and rental operations. At the same time the CDOT “Gap” project will include improvements along Summit Boulevard. The intersection of Summit Boulevard with Main Street and Marina Road will be reconstructed to improve pedestrian and bicycle access and safety to and from the park, and create an alternative RecPath alignment along Summit Boulevard. The area known as Parcel B-1 will be paved and landscaped to accommodate additional parking for the marina while improving the look of this important Town frontage along Summit Boulevard. This paved area will also accommodate events and other uses such as food trucks and farmer’s markets.

- 1 Marina Operations Building
- 2 Intersection Improvements
- 3 Improved Surface Parking





- ③ Improved Surface Parking
- ④ Relocated Boat Ramp
- ⑤ Shoreline Restoration
- ⑥ Public Pier Extension
- ⑦ Floating Docks Improvements
- ⑧ Sand Beach Expansion
- ⑨ Lakefront Promenade
- ⑩ Relocated Food and Beverage
- ⑪ Flexible Use Lawn
- ⑫ Utility & Service Area
- ⑬ Children's Playground
- ⑭ The Promontory

Phase 2: Big Dig and Related Park Improvements.

This phase is to be coordinated with, and is partially dependent on, authorization of the work of the "Big Dig". Big Dig earthwork excavated from the lake bed will be used to improve areas of the park and allow for relocation of the boat ramp, extension of the pier and north parking areas, reshape the open space and shoreline, and expand the promenade, marina facilities and docks. Phase 2 can further be subdivided to reflect Town priorities and availability of funding as follows:

- Phase 2a: Big Dig regrading, including reshaping of shoreline and marina operations building area, including the extension of the pier and promenade.
- Phase 2b: Relocation of boat ramp and access drives including improvements to the south parking area and drop-off.
- Phase 2c: Expansion of the flexible use open space by adding to the north parking area, adding the food and beverage building, removing or re-purposing existing buildings, and providing remaining internal park path improvements.

PHASING AND PRIORITIZATION

Phase 3: Boathouse and Service Yard.

In order to provide a more efficient boating support facilities and to consolidate storage of non-motorized boats that are currently stored on outdoor racks, the boat storage and boater service buildings will added as shown on the plans. Additional improvements to water front access, added launch facilities for kayaks, canoes and stand up paddle boards, and areas for winter boat storage, rigging and boat wash facilities will be added along with associated infrastructure, site and landscape improvements.

- 15 Boat House
- 16 Boater Services
- 17 Picnic Area





Phase 4: Redevelopment on Out-parcels

Based on the outcomes of the ongoing Community Plan update, Town Council and community development objectives, and market forces, opportunities may arise for redevelopment of some or all of the mixed use zoned properties along Summit Boulevard flanking the entrance to the marina park. The plan identifies possible building footprints and access and parking opportunities for these parcels that complement and support the marina park and larger downtown area.

18 Potential Future Redevelopment

PHASING AND PRIORITIZATION

OVERALL COSTS

Frisco Marina Park is envisioned as a high quality facility for the residents of and visitors to Frisco. Utilizing thoughtful design and sustainable materials and construction requires significant investment that will pay for itself in timelessness and longevity. One of the primary reasons of developing a master plan is to identify potential costs and funding mechanisms to allow for efficient implementation of recommended improvements. The following cost breakdown by phase is a high level budget (in 2018 dollars) that is conservative in that it includes assumptions and contingencies. Further detail and analysis is recommended to allow the Town to establish basis and strategies for seeking additional funding, partners, and other sources of revenue required to construct, maintain and operate the proposed Frisco Marina Park.

Frisco Marina Park Budget Costs				
	Phase 1	Phase 2	Phase 3	Phase 4
2018 dollars. Include 25% contingency.	\$2,500,000	\$5,000,000	\$3,000,000	\$-
	*	**		***
General Improvements				
Demolition of Existing Drives and Parking	x	x	x	
Salvage/Relocation of Park and Marina Elements	x	x	x	
Big Dig Grading (in the Dry)		x		
Site Grading and Prep		x	x	
Entry Road/intersection Improvements	x			
New Driveways and Parking	x	x	x	
Boat Ramp Relocation		x		
Utilities and Infrastructure	x	x	x	
Sidewalks and Paths (Conc)		x	x	
Bulkheads and Retaining Walls		x		
Boardwalk			x	
Playground		x		
Site Amenities and Furnishings		x	x	
Site Lighting		x		
Landscaping and Irrigation	x	x	x	
Shoreline/Beach		x		
Wetlands Mitigation	x	x	x	
Buildings				
Marina Operations and Retail	x			
Food and Beverage		x		
Non Motorized boat Storage			x	
Boater Service			x	

Frisco Marina Park is a unique community asset and economic development opportunity for the Town. Currently operated as an enterprise fund, revenues generated from on-site facilities and activities are, and can be used to reinvest in improvements, operations and maintenance of new facilities.

Frisco Marina Park Budget Costs				
	Phase 1	Phase 2	Phase 3	Phase 4
2018 dollars. Include 25% contingency.	\$2,500,000	\$5,000,000	\$3,000,000	\$-
	*	**		***
Marina improvements				
Pier and Lakefront Promenades		x		
Marginal Walkway		x		
Transient Marginal Walkway		x		
80 ft Gangways with Platforms		x		
Dock Utilities (Power and Water)		x		
Shoreside Electrical Supply		x		
Relocate Fuel Dock		x		
Rock Revetment		x		
Other Features (Optional)				
Structure Parking				x
Permanent Stage			x	
Pond Skating Ice Rink			x	
Non-motorized boat launch dock			x	
Sand Volleyball Courts		x		

- * partially funded for new operations building
- ** can be subdivided as indicated in the master plan
- *** not estimated due to anticipated developer participation

See more detailed breakdown of budget in appendix.

The master plan proposes a range of operational (pricing) and infrastructure (new docks) improvements that will generate significant new revenue that can offset the cost of new infrastructure proposed in the plan. These improvements will generate new revenues that can be clearly quantified within the Marina Enterprise District and used to service revenue bonds to construct infrastructure. Conversations with the Town of Frisco indicate bond interest rates of 4% over 20 years are reasonably available to the Town of Frisco and are used below to identify the potential construction value of \$6,850,000 that could be supported be the following elements:

1. New Slips: Construction of 22 new slips at 35' with power and water will generate approximately \$62,200 in yearly revenues. These new slips will not have a meaningful impact on operational expenses, so this revenue will support approximately \$850,000 in construction value at 4% over 20 years.
2. Add Power to Slips: Providing modern marina utilities supports higher slip lease rates, and the plan proposes a modest expansion of utilities to 28 existing slips. This will generate approximately \$15,000 in additional yearly revenue, supporting approximately \$200,000 in construction value.
3. Increase Rental Rates to Match Dillon Marina Rates: Simply matching Dillon Marina's rates will generate an additional \$216,000 per year, supporting approximately \$3,000,000 in construction value.
4. Double Food & Beverage Revenues: With the construction of a new, larger restaurant, we believe F&B revenues will easily double, providing an additional \$53,000 in revenue supporting approximately \$750,000 in construction value.
5. Increase Rates to 5% above Dillon Marina: Given the exceptional quality of the Frisco Bay Marina site and surrounding community, we believe the market will easily support rates 5% above Dillon Marina rates. This would generate an additional \$84,000 in yearly revenues, supporting approximately 1,350,000 in construction value.
6. 10% Increase in Paddle Sports Revenue: The recently implemented 10% increase is expected generate an additional \$50,000 per year, which would support a construction value of approximately \$700,000.

The enterprise fund organization allows the marina great flexibility in developing public private partnerships (P-3s) to help manage and operate the facilities at a high level. Current and potential partners include:

- DRReC
- Denver Water
- Town of Frisco
- Summit County
- CDOT
- Colorado Parks and Wildlife
- Grants, such as Great Outdoors Colorado
- Concessionaires and Local Businesses

Over time, the Town can look to additional sources of funding to enhance and support the Marina Park's design, construction, programming and operations, such as real estate development, philanthropy, sponsorships, programming, and concessions.

MARINA MARKET ANALYSIS

The marina market in Colorado is limited by the very small number of navigable lakes in the state, and demand f or boating remains very strong throughout Colorado. On Dillon Reservoir, the marina market is limited to Dillon Marina and Frisco Bay Marina. Both marinas are reasonably modern facilities with very strong occupancy (both have waiting lists for slips of all sizes), but Dillon Marina currently offers more deep water slips and greater access to modern marina utilities. Most significantly, Dillon Marina offers slips that are in place and accessible throughout the entire boating season, whereas Frisco Bay Marina is not currently fully accessible until early July in typical years. Dillon Marina charges higher rates for nearly all of their services and facilities when compared to Frisco Bay Marina, sometimes significantly higher.

It is clear that there is sufficient market demand to support significant expansion of both public marinas on the reservoir, as well as significant increases in slip rates. As Frisco Bay Marina is modernized to offer comparable facilities to Dillon Marina, one could easily argue that the exceptional quality of the Frisco Bay Marina site, staff, and access to the adjacent Frisco downtown are worth rates at least equal to those charged at Dillon Marina, if not somewhat higher.

While all slips in Frisco Bay Marina are occupied and there is a waiting list for slips of all sizes, there is little desire among the community to significantly expand the marina or add more than the 30 additional slightly larger slips proposed in the plan. The community expressed a desire that the marina focus on providing slips under 40' in length and maintain all existing 25'-30' slips to ensure that local residents and longtime slip holders can continue to use the facility.

As stewards of Frisco's waterfront, it is incumbent on the Town of Frisco to charge fair market value for the services provided in order to provide sufficient and sustainable funding for the ongoing operation of the marina, maintenance of facilities to protect the environment, and expansion of access to the very limited waterfront for residents and visitors alike. In response to the Town of Frisco's goal of achieving equitable access to the marina facilities for all residents of Frisco, we believe a reasonable approach would be a tiered rate structure that offers lower rates to residents as needed and higher rates for non-residents. This is a very common approach in municipal marinas nationwide, as it recognizes the additional financial support provided to marina operations and infrastructure by residents when compared to non-residents.

As marina improvements come on line, we recommend Frisco Bay Marina rates match those charged by Dillon Marina, with serious consideration given to increasing rates to 5% over Dillon Reservoir over time. We also recommend increasing rates every year to keep up with inflation for two primary reasons. First, it is the responsibility of the Town of Frisco to maintain a financially viable marina in order to maintain your Clean Marina Standards and minimize environmental risk to the reservoir. Second, too often municipal marinas fail to increase rates for many years, when suddenly a financial crisis requires dramatic increases. While boaters understand the effect of inflation on prices and generally tolerate small annual increases reasonably well, they generally react very poorly to occasional increases of 10% of 15% even when rates haven't increased in many years. It is a sound business practice to increase charges as operational expenses increase every year.

NEXT STEPS

The Frisco Marina Park master plan was developed as a vision for the next generation of improvements to the site. In order to advance these recommendations projects will need to be identified based on phasing priorities and available funding. In general the more that is completed within each given phase creates economies of scale that can significantly reduce overall project costs, both in time and capital.

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 18-05**

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN AND LEGALLY DESCRIBED AS LOT 4, BLOCK 2, BILLS RANCH, ALSO KNOWN AS 821 PITKIN STREET, UNIT 4, FRISCO, COLORADO.

WHEREAS, the Town Council purchased certain real property legally described as Lot 4, Block 2, Bills Ranch, also known as 821 Pitkin Street, Unit 4, Frisco, Colorado (the "Property") with the intent of designating the unit as a deed restricted property for resale to an employee of the Town of Frisco; and

WHEREAS, the Town Council finds that it has no present governmental use for the Property and that there has been no prior use of the Property by the Town; and

WHEREAS, as a result of the offer to purchase the Property evidenced by the attached Agreement for Purchase and Sale of Real Property between the Town of Frisco and Casey J. Farrell and Calle McCartney, the Town has an opportunity to sell the Property at a purchase price that is 100% of the 2018 Summit County Area Median Income, subject to the terms and conditions set forth in the Restrictive Covenant and Notice of Lien imposed upon this unit to preserve and maintain the unit as affordable housing in perpetuity; and

WHEREAS, Colorado Revised Statutes § 31-15-713(b) authorizes the Town to sell real property, by ordinance, upon such terms and conditions as the Town Council may determine at a regular or special meeting; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to sell the Property upon the terms and conditions set forth in the attached Agreement for Purchase and Sale of Real Property between the Town of Frisco and Casey J. Farrell and Calle McCartney, dated June 12, 2018 (the "Purchase and Sale Agreement").

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO:

Section 1. That the Mayor and Town Clerk are hereby authorized to execute the Purchase and Sale Agreement and to execute each and every other document necessary or desirable to effectuate the sale of the Property in accordance with the terms and conditions of the Purchase and Sale Agreement.

Section 2. Severability. If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect pursuant to the Home Rule Charter of the Town of Frisco, Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED AND POSTED ON ITS FIRST READING PASSED THIS 12th DAY OF JUNE, 2018.

TOWN OF FRISCO, COLORADO

Gary Wilkinson, Mayor

Attest:

Deborah Wohlmut, CMC, Town Clerk

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into as of June 26, 2018, (the "Effective Date") and is by and between Casey J. Farrell and Calle McCartney ("Buyers") and the **TOWN OF FRISCO, COLORADO**, a municipal corporation of the State of Colorado ("Seller").

RECITALS:

This Agreement is made with respect to the following facts:

A. Seller is the owner of the real property and all appurtenances and improvements thereon located in the County of Summit, State of Colorado more particularly described as follows:

Lot 4, Block 2, Bills Ranch, according to the plat filed August 16, 1979 under Reception Number 195060, Town of Frisco (also known as 821 Pitkin Street No. 4, referred to hereinafter as the "Property").

B. Buyer is agreeing to purchase the Property from Seller and Seller is agreeing to sell the Property to Buyer, upon the terms and conditions set forth herein.

AGREEMENT:

In consideration of the promises and agreements of the parties contained herein, the sufficiency of which is hereby acknowledged by each of the parties hereto, Seller and Buyer do hereby promise and agree as follows:

1. **Sale and Purchase.** Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

2. **Purchase Price and Earnest Money.** The purchase price for the Property (the "Purchase Price") to be paid by Buyer to Seller shall be THREE HUNDRED THIRTY-TWO THOUSAND AND FIVE HUNDRED FIFTY-THREE DOLLARS (\$332,553.00). The Purchase Price, as adjusted for net of all credits and prorations provided for herein, shall be paid by Buyer to Seller at the Closing in cash or by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

3. **Title and Survey.**

(a) **Permitted Exceptions.** Title to the Property shall be free and clear of all liens and encumbrances, subject only to the permitted exceptions which Buyer accepts pursuant to Section 3(d) ("Permitted Exceptions"). At the Closing, Seller shall execute and deliver the standard form mechanic's lien affidavit used by and acceptable to Land Title Guarantee Company of Summit County (the "Title Company") to provide for the deletion of the standard pre-printed exception from the Owner's Policy for liens arising against the Property for

work or materials ordered or contracted for by Seller prior to the Closing, and Seller shall provide for the deletion of the other standard pre-printed exceptions from the Owner's Policy. If a mineral reservation exists, the Buyer may request the Title Company to provide Endorsement 100.31 or a similar endorsement selected by Buyer with respect thereto, at Buyer's expense. From and after the date hereof, Seller shall not sell, convey, option, mortgage, deed in trust, encumber, lease, or contract to do any of the foregoing with respect to the Property. Promptly after the Closing, Seller shall, at Seller's expense, cause the Title Company to issue to Buyer an ALTA owner's title insurance policy insuring title to the Property in Buyer in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(b) Title Commitment. Within ten (10) days of the Effective Date, Seller shall furnish Buyer with a copy of the Title Company's Title Insurance Commitment covering the Property (the "Commitment"), committing to insure title to the Property in Buyer in the amount of the Purchase Price, subject to the requirements and exceptions set forth therein. Seller shall cause the Title Company to deliver to Buyer legible copies of all recorded instruments referred to in the Commitment (the "Title Documents"). Seller shall, within fifteen (15) days after the Effective Date, furnish to Buyer, at Seller's expense, a tax certificate from the Treasurer of Summit County confirming the payment of real estate taxes on the Property for all years prior to the year within which the Effective date falls.

(c) This section intentionally left blank.

(d) Title Defects. Within fifteen (15) business days after Buyer's receipt of the Commitment, the Title Documents, and the Additional Materials (as defined in section 4 below), Buyer shall give Seller notice of all title defects shown in the Commitment, Title Documents, and/or Additional Materials (as defined in section 4 below), which are not consented to by Buyer as Permitted Exceptions. Any and all exceptions affecting all or any portion of the Property disclosed by the Commitment (as exceptions, requirements, or otherwise), or Additional Materials which are not the subject of a notice from Buyer to Seller given within the applicable period of time, shall be deemed accepted by Buyer as Permitted Exceptions. In the event Buyer notifies Seller of any title defects shown by the Commitment, and/or Additional Materials which are not consented to and have not been consented to by Buyer as Permitted Exceptions, Seller shall, within ten (10) business days after receipt of Buyer's title objection notice, advise Buyer what, if anything, it intends to do with respect to each title matter to which Buyer objects. For purposes hereof, a title defect or exception shall be deemed cured if (i) the Title Company deletes the defect from the Commitment or (ii) the Title Company undertakes in writing to add a provision to the Owner's Policy obligating the Title Company, within the limits of such Owner's Policy, to protect Buyer against all loss or damage incurred on account of such defect or exception. Prior to or at the Closing, Seller shall discharge any and all monetary liens and monetary encumbrances on the Property, except for the Permitted Exceptions. Such liens and encumbrances, if any, may be satisfied from the proceeds of the sale of the Property. If each of the defects objected to by Buyer has not been cured on or before the last day of the Inspection Period (as hereinafter defined), Buyer may, by written notice to Seller at any time, either (i) terminate this Agreement or (ii) waive such defects and accept the same as Permitted Exceptions. In the event Buyer does not notify Seller of its decision to terminate or waive on or before the last day of the Inspection Period, Buyer shall be deemed to have waived

its objection to such defects and to have accepted such defects as Permitted Exceptions. In the event of a termination of this Agreement by Buyer pursuant to this Section 3(d), both parties shall thereupon be relieved of all further obligations hereunder.

4. Additional Materials. Within ten (10) business days after the Effective Date, Seller shall furnish Buyer with copies of all documents and other information concerning the Property which Seller has in its possession, if any (the "Additional Materials"). If for any reason Buyer shall not purchase the Property, Buyer shall promptly return such Additional Materials to Seller. Without limitation of the foregoing, the Additional Materials shall include true copies of all leases, surveys, easements, liens or other title matters (including, without limitation, rights of first refusal and options) that are not shown by the public records of which Seller has actual knowledge, as well as any soil reports, environmental studies, wetlands studies, geotechnical reports or any other professional reports in Seller's possession pertaining to the Property.

5. Inspection. Buyer shall have thirty (30) days from the Effective Date (the "Inspection Period"), to inspect and evaluate the Property to determine whether the Property is materially contaminated by any Hazardous Materials (as defined below). If any Hazardous Materials are found on the Property which materially and adversely affect the Buyer's intended use of the Property or that expose or could expose the Buyer to liability to third parties for damages or environmental remediation costs, Buyer may terminate this Agreement by written notice (the "Notice of Termination") to Seller given on or before the last day of the Inspection Period. If Buyer delivers to Seller its Notice of Termination prior to the expiration of the Inspection Period, this Agreement shall be deemed to have been terminated by Buyer. In the event of such termination both parties shall thereupon be relieved of all further rights and obligations hereunder.

6. Property Warranty Seller warrants and guarantees that all fixtures, equipment and appliances contained, at the time of closing, within each of the townhouse units that make up the Property shall be free from material defect in materials or workmanship for a period of one (1) year after the date of closing, and Seller shall promptly repair or replace any such item with any such defect if provided with written notice of the defect within said one-year period. Seller warrants and guarantees that all structural and mechanical elements of each of the townhouse units that make up the Property, including but not limited to windows, roof systems or components, electric, gas, plumbing and heating and/or air conditioning systems contained, at the time of closing, within each of the townhouse units that make up the Property shall be free from material defect in materials or workmanship for a period of five (5) years after the date of closing, and Seller shall promptly repair or replace any such item with any such defect if provided with written notice of the defect within said five-year period. The provisions of this section shall survive the closing of the sale of the property and shall enure to the benefit of successors to the Buyer's interest in the Property or the individual units that make up the Property.

7. Access; Mechanics' Liens. Buyer, its agents, employees, contractors, or subcontractors may, at all times after the Date of Seller's Acceptance, at no charge to Buyer, and until the earlier of the Closing or the termination of this Agreement, have the right of access to

the Property to test, inspect, and evaluate the Property as Buyer deems appropriate. Buyer shall promptly restore any alterations made to the Property by Buyer, or at Buyer's instance or request, and Buyer shall pay for all work performed on the Property by Buyer, or at Buyer's instance or request, as such payments come due. Any and all liens on any portion of the Property resulting from the actions or requests or otherwise at the instance of Buyer shall be removed by Buyer at its expense within fifteen (15) days after notice thereof is given to Buyer. Buyer shall, at Buyer's expense, defend, indemnify, and hold harmless Seller from and against any and all obligations, claims, loss, and damage, including costs and attorneys' fees, resulting from or related to Buyer's access to the Property.

8. Seller's Representations. Seller hereby represents to Buyer as of the date of this Agreement and as of the Closing as follows:

(a) No Violations. To the best of Seller's knowledge, the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state, or local laws, ordinances or regulations;

(b) Non-Foreign Person. Seller is not a "foreign person" as that term is defined in the federal Foreign Investment in Real Property Tax Act of 1986, the 1984 Tax Reform Act, as amended, and Section 1455 of the Internal Revenue Code, and applicable regulations and, at Closing, will deliver to Buyer a certificate standing that Seller is not a "foreign person" as defined in said laws in a form complying with the federal tax law;

(c) Fee Title. Seller owns good and marketable fee simple title to the Property and has the authority to enter into and execute this Agreement. Except as disclosed in connection with the Permitted Exceptions, the Property is not subject to any leasehold or other possessory interests of any person or entity except Seller;

(d) Hazardous Materials. To the best of Seller's actual knowledge, without any special investigation, since Seller acquired the Property, Seller has not caused or contributed to: (i) any toxic or Hazardous Materials being present on, over, under, or around the Property, (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport, and/or disposal of any toxic or Hazardous Materials on, over, under, or around the Property, (iii) any failure to comply with any applicable local, state, or federal environmental laws, (iv) any spills, releases, discharges, or disposal of toxic or Hazardous Material that have occurred or are presently occurring on or onto the Property or any adjacent properties, or (v) any spills or disposal of toxic or Hazardous Materials that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. The term "Hazardous Materials" includes, but is not limited to, substances defined as Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Hazardous Materials Transportation Act, as amended, the Toxic Substances Control Act, or any other law, statute, rule, or regulation pertaining to the protection of the environment or the health and safety of persons or property; in addition, except as disclosed in any Additional Materials, Seller represents and warrants to Buyer that to the best of its knowledge and belief, there are no soils, environmental, geological or structural problems affecting the Property.

(e) Materiality of Representations. Each of the representations made by Seller in this Agreement, or in any document or instrument delivered pursuant hereto shall be true and correct in all material respects on the Date of Seller's Acceptance and the date of delivery of such document or instrument, and shall be deemed to be made again as and at the date of the Closing and shall then be true and correct in all material respects. The material truth and accuracy of each of the representations and the material performance of all covenants of Seller contained in this Agreement are conditions precedent to the Closing.

9. Closing. The closing of the sale of the Property from Seller to Buyer (the "Closing") shall take place at 10:00 a.m. in the offices of the Title Company on such date that is Forty-five (45) days from the Effective Date, or such other later date that may be mutually agreed upon in writing by the parties hereto. At the Closing:

(a) Buyer shall pay to Seller the Purchase Price in cash or by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

(b) General real property taxes and assessments for the year in which the Closing occurs shall be apportioned between the parties based upon the most recent levy and assessment, but such apportionment shall, if necessary, be subject to readjustment between the parties upon final billing therefor. Buyer shall receive a credit at Closing for Seller's share of such taxes. Seller shall be responsible for payment of the real property taxes and assessments due for the tax period prior to Closing and the Title Company shall remit payment of all such taxes to the Summit County Treasurer just as soon as is practical after the Closing. Buyer shall request the cancellation of all applicable property taxes and assessments as required under Colorado law at the earliest possible date.

(c) Seller shall convey fee simple title to the Property to Buyer by general warranty deed, free and clear of any and all taxes, assessments, liens, encumbrances, and other matters which would affect title, subject only to the Permitted Exceptions (the "Deed").

(d) Seller shall, at its expense, cause the Title Company to deliver to Buyer an unconditional written commitment to issue to Buyer its ALTA owner's policy (the "Owner's Policy") insuring title to the Property in Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions.

(e) At Closing, Seller shall deliver exclusive possession of the Property to Buyer and, except as otherwise agreed to in writing between the Buyer and Seller, Seller shall have removed from the Property all personal property of the Seller located thereon or therein.

(f) The parties shall each do or cause to be done such other matters and things as shall be reasonably necessary to close the transaction contemplated herein. Each party shall pay one-half (1/2) of any charges imposed by the Title Company to prepare the closing documents and provide similar closing services but in no event shall Buyer's portion of such expenses and charges exceed \$250.00 ("Buyer's Title Costs"); Seller shall be responsible for and pay any excess closing costs which exceed Buyer's Title Costs and further, shall pay the

premium charged by the Title Company for the Owner's Policy, and Buyer shall pay all recording, documentary, and similar fees incurred in connection with the Closing. The parties shall prorate all other items of income and expense in accordance with the customary practice in the Summit County, Colorado area.

(g) Buyer and Seller acknowledge and agree that pursuant to section 160-15.B of the Town Code, the purchase and sale of the Property is exempt from the real estate investment fee imposed by Article II of Chapter 160 of the Town Code.

10. Brokerage Commissions. Buyer and Seller each hereby warrant and represent to the other that any real estate broker's or agent's fees that each, respectively, may incur in connection with the purchase and sale of the Property, shall be paid by each, respectively.

11. Assignment. This Agreement shall be binding and effective on and inure to the benefit of the successors and assigns of the parties hereto. Any assignment hereof shall be in writing and shall require the prior written consent of Seller.

12. Attorneys' Fees. In the event that a lawsuit is brought to enforce or interpret all or any portion of this Agreement, the prevailing party in such suit shall be entitled to recover, in addition to any other relief available to such party, reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with such suit.

13. Remedies. In the event of any breach or default under this Agreement by Buyer prior to Closing, Seller shall, as Seller's only remedy, be entitled to terminate this Agreement and receive and retain all Earnest Money as Liquidated damages not to be considered a penalty. The parties agree that said payment of Earnest Money shall be Seller's sole remedy if Buyer fails to perform its purchase obligation under this Agreement, and Seller expressly waives the remedies of specific performance and any claim for damages. In the event of any breach or default by Seller at or prior to Closing, Buyer may elect to treat this Agreement as terminated, or Buyer may elect to treat this Agreement as being in full force and effect and may seek specific performance from a court of competent jurisdiction. In the event of any breach or default by Seller after Closing, Buyer shall have a claim for damages, or specific performance, or both damages and specific enforcement from a court of competent jurisdiction.

14. Notices. All notices provided for herein shall be in writing and shall be deemed given to a party when a copy thereof, addressed to such party as provided herein, is actually delivered, by personal delivery or by commercial courier at the address of such party as provided below. All notices to Buyer shall be addressed to Buyer at the following addresses or such other addresses of which Buyer gives Seller notice hereunder:

If to Buyer:	Casey Farrell
	PO Box 6003
	Frisco, CO 80443

All notices to Seller shall be addressed to Seller at the following addresses or such other addresses of which Seller gives Buyer notice hereunder:

If to Seller: Town of Frisco
Attn: Randy Ready, Town Manager
PO Box 4100
Frisco, CO 80443

With a copy to: Thad W. Renaud, Esq.
Murray Dahl Kuechenmeister & Renaud LLP
710 Kipling Street, Suite 300
Denver, Colorado 80215

15. Governing Law. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

16. Condemnation. In the event that any portion of the Property shall be taken in condemnation or under the right of eminent domain after the date of mutual execution hereof and before the Closing, Seller or Buyer may declare this Agreement to be null and void and all parties shall be released from any further obligations hereunder, except as expressly provided in this Agreement, or the parties may agree that the description of the Property will be modified to exclude the portion of the Property so condemned and the Purchase Price shall be reduced in proportion to the percentage of the land area of the Property condemned. Seller shall be entitled to retain all proceeds of such condemnation action and to assert all of the rights of the respondent in such condemnation proceeding, whether occurring before or after the Closing.

17. Partial Invalidity. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction prior to Closing, this Agreement shall be deemed void, and both parties shall be relieved of any further rights and obligations hereunder.

18. Computation of Time. If any event or performance hereunder is scheduled or required to occur on a date which is on Saturday, Sunday, or legal state or federal holiday in Frisco, Colorado, the event or performance shall be required to occur on the next day which is not a Saturday, Sunday, or legal state or federal holiday in Frisco, Colorado.

19. Time. Time is of the essence with respect to each provision requiring performance within a stated period of time.

20. Counterparts; Execution. This Agreement may be executed in counterparts and, when counterparts of this Agreement have been executed and delivered by both of the parties hereto, this Agreement shall be fully binding and effective, just as if both of the parties hereto had executed and delivered a single counterpart hereof.

21. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all

prior commitments, understandings, warranties, and negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing, executed by the party or parties to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending that it be valid and effective from the date set forth above as the "Effective Date."

SELLER:

TOWN OF FRISCO
a Colorado municipal corporation

By: _____
Printed Name: Gary Wilkinson
Title: Mayor

BUYERS:

CASEY J. FARRELL

CALLE MCCARTNEY

Date: _____

ATTEST:

Deborah Wohlmuth, Town Clerk

ACKNOWLEDGMENT OF SELLER:

STATE OF COLORADO)

) ss:

COUNTY OF SUMMIT)

The foregoing Agreement for Purchase and Sale of Real Property was acknowledged before me this _____ day of _____, 201_, by Gary Wilkinson and Deborah Wohlmuth, the Mayor and Town Clerk, respectively of the Town of Frisco, Colorado, a municipal corporation of the State of Colorado.

WITNESS my hand and official seal.

My commission expires:_____.

[Seal]

Notary Public

ACKNOWLEDGMENT OF BUYER:

STATE OF COLORADO)

) ss:

COUNTY OF SUMMIT)

The foregoing Agreement for Purchase and Sale of Real Property was acknowledged before me this _____, day of _____, 201_, by Casey J. Farrell and Calle McCartney.

WITNESS my hand and official seal.

My commission expires:_____.

[Seal]

Notary Public

**RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN
FOR UNITS ___ AND ___, OF COYOTE VILLAGE TOWNHOMES, BLOCK 2,
BILLS RANCH, ALSO KNOWN AS 821 PITKIN STREET
TOWN OF FRISCO,
SUMMIT COUNTY COLORADO**

This Residential Housing Restrictive Covenant and Notice of Lien for Units ___ and ___, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, Summit County, Colorado, (this "Restriction,") is made this 22nd day of May, 2018, by the Town of Frisco, a Colorado municipal corporation (hereinafter referred to as "Town").

RECITALS:

WHEREAS, Town is the Owner of that certain real estate located in the County of Summit, State of Colorado, and legally described as follows: Units ___ and ___, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, according to the plat thereof now on file in the Office of the Clerk and Recorder for Summit County, Colorado, under Reception No. _____ (hereinafter referred to as the "Property"); and

WHEREAS, the Town intends to create a valid and enforceable covenant running with the Property, which Property will be owned and occupied by individuals who are Employees of the Town of Frisco, subject to the allowances and limited exceptions provided for herein; and

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town hereby declares that the Property shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, all of which shall be covenants running with the land, and which are for the purposes of ensuring that the Property remains available for purchase and occupation by persons working for the Town of Frisco in Summit County, Colorado, as moderately priced housing, and protecting the value and desirability of the Property, and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the Owner of the Property, the Summit Combined Housing Authority, and the Town.

ARTICLE I
DEFINITIONS

1.1. Definitions. The following words, when used in this Restriction, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:

A. A "Dependent" shall mean a person, including a spouse of, a child of, a step-child of, a child in the permanent legal custody of, or a parent of, a Resident, whose principal place of residence is in the same household as such Resident, and who is financially dependent upon the support of the Employee. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as amended.

B. "Eligible Household" means a household with assets not exceeding \$250,000 (excluding Retirement Accounts), which includes at least one Employee, and that has been approved by the Town so as to allow for the execution by the Town of the form of approval set forth in Section 5.3 of this Restriction. A household's assets for purposes of determining whether such household meets this definition of eligibility shall be determined at the time of purchase or, if applicable, commencement of leasehold occupancy.

C. "Employee" means an individual working year round, full-time for the Town of Frisco.

D. "First Mortgage" means a Mortgage which is recorded senior to any other Mortgage against the Property to secure a loan used to purchase Property.

E. "Household" means one or more persons who intend to live together in the premises of a dwelling unit as a single housekeeping unit but does not mean a group of four (4) or more persons unrelated by blood, adoption or marriage.

F. "HUD" means the U.S. Department of Housing and Urban Development.

G. "Maximum Resale Price" means that maximum Purchase Price that shall be paid by any purchaser of the Property, other than the initial purchaser who acquires the Property from the Town, as determined in accordance with the provisions of Section 8.3 of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Property.

H. "Mortgage" means a consensual interest created by a real estate mortgage, a deed of trust on real estate, or the like.

I. "Mortgagee" means any grantee, beneficiary, or assignee of a Mortgage.

- J. "Owner" means the record owner of the fee simple title to the Property.
- K. "Permitted Improvements" means such additions and/or improvements as are allowed and may be approved by the SCHA or the Town.
- L. "Purchase Money Mortgage" means a Mortgage given by an Owner to the extent that it is: (a) taken or retained by the seller of the Property to secure all or part of the payment of the Purchase Price; or (b) taken by a person who by making advances, by making a loan, or by incurring an obligation gives value to enable the Owner to acquire the Property if such value is in fact so used.
- M. "Purchase Price" shall mean all consideration paid by the purchaser to the seller for the Property, but shall EXCLUDE any proration amounts, taxes, costs and expenses of obtaining financing, cost of furnishings or personal property, lenders fees, title insurance fees, closing costs, inspection fees, real estate purchase and/or sales commission(s) or other fees and costs related to the purchase of the Property but not paid directly to Seller.
- N. "Qualified Owner" means natural person(s) that meet(s) the definitions of both an Employee and an Eligible Household, or non-qualified Owner under Section 5.1.B., qualified and approved by SCHA or the Town in such manner that will allow SCHA or the Town to execute, on an instrument of conveyance, a copy of the language set forth in Section 5.3 below.
- O. "Retirement Account" shall mean a savings plan that offers tax advantages to an individual depositor to set aside money for retirement.
- P. "SCHA" means the Summit Combined Housing Authority.
- Q. "Town" means the Town of Frisco, State of Colorado.
- R. "Transfer" or "transferred" means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of the Property is transferred and the Owner obtains title.

ARTICLE II

PURPOSE

The purpose of this Restriction is to restrict ownership, occupancy and sale of the Property in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied by Eligible Households, which Eligible Households, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy other similar properties, and to help establish and preserve a supply of moderately priced housing to help meet the needs of the Town of Frisco and employees working for the Town of Frisco.

ARTICLE III

RESTRICTION AND AGREEMENT BINDS THE PROPERTY

This Restriction shall constitute covenants running with title to the Property as a burden thereon, for benefit of, and enforceable by, the Town, the SCHA and their respective successors and assigns, and this Restriction shall bind the Town and all subsequent Owners of the Property. Each Owner, upon acceptance of a deed to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Owner period of ownership of the Property. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

ARTICLE IV

NATURAL PERSONS

Other than use by the SCHA or the Town, the use and occupancy of the Property shall be limited exclusively to housing for natural persons who meet the definition of an Eligible Household.

ARTICLE V

OWNERSHIP RESTRICTIONS

5.1. Ownership and Occupancy Obligation.

A. Except as provided in Section 5.1.B. hereof, ownership of the Property is hereby limited exclusively to an individual that is an Employee and a member of an Eligible Household (and his/her spouse).

B. The Town, or, upon the written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion, a non-qualifying natural person or entity may purchase the Property; provided, however, that by taking title to the Property, such Owner, other than the Town, shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner, other than the Town, who does not qualify as an Eligible Household shall rent the Property to an Eligible Household as more fully set forth in Section 7.1 of this Restriction, and shall not occupy or use the Property for the Owner's own use or leave the Property vacant.

5.2. Sale and Resale. In the event that the Property is sold, resold, transferred and/or conveyed without compliance with this Restriction, SCHA or the Town shall have the remedies set forth herein, including, but not limited to, the rights set forth in Section 8.5. Except as otherwise provided herein, each and every conveyance of the Property, for any and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restriction.

5.3. Compliance. Any sale, transfer, and/or conveyance of the Property shall be wholly null and void and shall confer no title whatsoever upon the purported transferee unless (i) there is recorded in the real property records for Summit County, Colorado, along with the instrument of conveyance evidencing such sale, transfer or conveyance, a completed copy of the "Notice of Lien and Memorandum of Acceptance of Residential Housing Restrictive Covenant for Units ____ and ____, of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin Street, Frisco, Colorado, Summit County, Colorado" attached hereto as Exhibit A, which copy is executed by the transferee and acknowledged by a Notary Public, and (ii) the instrument of conveyance evidencing such sale, transfer, and/or conveyance, or some other instrument referencing the same, bears the following language followed by the acknowledged signature of either the director or some other authorized representative of the SCHA or by the Mayor of the Town, to wit:

"The conveyance evidenced by or referenced in this instrument has been approved by the Summit Combined Housing Authority or Town of Frisco as being in compliance with the Residential Housing Restrictive Covenant for Units ____ and ____ of Coyote Village Townhomes, Block 2, Bills Ranch, also known as 821 Pitkin, Frisco, Colorado, Summit County, Colorado, recorded in the records of Summit County, Colorado, on the ____ day of _____, 20__, at Reception No. _____."

Each sales contract, or lease as the case may be, for the Property shall also (a) recite that the proposed purchaser has read, understands and agrees to be bound by the terms of this Restriction; and (b) require the proposed purchaser and/or lessee to submit such information as may be required by the Town or the SCHA under its rules and regulations or policies adopted for the purpose of ensuring compliance with this Restriction.

5.4. Refinance Restriction. The Owner shall not encumber the Property in an amount in excess of the Purchase Price.

ARTICLE VI

ORIGINAL SALE OF THE PROPERTY

6.1 Initial Purchase Price. Except as may be permitted under Section 5.1.B. above, the Property shall be sold to an initial purchaser (and his/her spouse) who is an Employee and a member of an Eligible Household at a Purchase Price of \$332,553.

ARTICLE VII

USE RESTRICTIONS

7.1. Occupancy. Except as otherwise provided in this Restriction, the Property shall, at all times, be occupied as a principal place of residence by an Owner, or, if applicable, an Authorized Lessee, (along with his or her Dependents) who, at the time of purchase, or in the case of an Authorized Lessee at the time of occupancy, of the Property, qualified as an Employee and a member of an Eligible Household. In the event that any Owner ceases to occupy the Property as his or her principal place of residence, or any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by an Eligible Household for a period of 90 consecutive days, the Owner of the Property shall, within 10 days of ceasing such occupation, notify the SCHA or the Town of the same and the Property shall, within 30 days of the Owner having vacated or left vacant the Property make the Property available for purchase pursuant to the terms of this Restriction. Any Owner who fails to occupy his or her Property for a period of 90 consecutive days shall be deemed to have ceased to occupy the Property as his or her principal place of residence; however, an Owner who has established the Property as his or her principal place of residence shall not be considered to have ceased occupancy of the Property during such period of time as the Owner is serving on active duty with the United States Armed Services.

7.2. Rental. Under no circumstances shall the Property be leased or rented for any period of time without the prior written approval of the SCHA or the Town, which approval may be conditioned, in the SCHA's or Town's sole and absolute discretion, on the lease or rental term being limited to a twelve (12) month period either consecutively or in the aggregate during the Owner's ownership of the Property. In the event that the Property, or any portion thereof, is leased or rented without compliance with this Restriction, such rental or lease shall be wholly null and void and shall confer no right or interest whatsoever to or upon the purported tenant or lessee. Any rental approved by the SCHA or the Town shall be to an Eligible Household at such rental rates as shall be established by the SCHA and approved by the Town, or as may be established by the Town from time to time, and, if no such rental rates have been established, at a monthly rental rate that shall not exceed one-hundred percent (100%) of the most recent Fair Market Rent amounts published by the U.S. Department of Housing and Urban Development (or any successor index thereto acceptable to SCHA or the Town in its reasonable discretion) (such lessee being referred to herein as an "Authorized Lessee").

7.3 Involuntary Sales.

A. In the event Owner changes residence or ceases to utilize the Property as his or her exclusive and permanent place of residence, or in the event any non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B. leaves the Property unoccupied by an Eligible Household for a period of 90 consecutive days, as determined by the SCHA or the Town, the Property shall be offered for sale pursuant to the provisions of Article VIII of this Restriction. The SCHA or the Town may further require the Owner to rent the Property in accordance with the provisions of Section 7.2 above.

B. In the event an Owner's status as a full time, year-round employee for the Town of Frisco ceases, the Property shall, within six (6) months after termination of employment, be offered for sale pursuant to the provisions of Article VIII of this Restriction. The SCHA or the Town may further require the Owner to rent the Property in accordance with the provisions of Section 7.2. above.

7.4 Ownership Interest in Other Residential Property. Except with respect to a non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B., if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property or land, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred (120) days of its listing required hereunder, then the Owner shall immediately list the Property for sale pursuant to the provisions of this Restriction. It is understood and agreed between the parties hereto that, in the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties which constitute inventory in such Owner's business shall not constitute "other developed residential property or land" as that term is used in this Article.

ARTICLE VIII
RESALE OF THE PROPERTY

8.1. Resale. The Property shall not be transferred subsequent to the original purchase from the Town except upon full compliance with the procedures set forth in this Article VIII.

8.2. Notice. In the event that an Owner shall desire to Transfer his Property, or in the event that an Owner shall be required to Transfer his Property pursuant to the terms of this Restriction, he shall notify the Town and SCHA, or such other person or entity as may be designated by the Town, in writing of his intention to Transfer his Property. The Town shall have and is hereby granted the right and option to purchase the Property. The Town shall have thirty (30) days from the date of Owner's notice of intention to transfer the Property in which to notify the Owner in writing of the Town's intent to purchase the Property and further shall have forty-five (45) days from the date of Town's notice of intent to purchase the Property to close on the purchase of the Property. Should the

Town choose not to exercise this right and option to purchase, the Property may be offered, advertised, or listed for sale by such Owner at such Owner's sole cost and expense, in any manner in which such Owner may choose. An Owner may list the Property for sale through SCHA for a commission equal to 2.0% of the sales price. The Property shall not, however, be sold, transferred and/or conveyed to any person, entity, or entities, (i) other than an Eligible Household, or non-qualified buyer under Section 5.1.B., qualified and approved by the SCHA or the Town in such as manner as will allow the SCHA or the Town to execute the approval set forth in Section 5.3 of this Restriction (a "Qualified Buyer"), and (ii) for consideration to be paid by such Eligible Household that exceeds the Maximum Resale Price as such is determined pursuant to the provisions of this Article VIII.

8.3. Maximum Resale Price.

A. The Maximum Resale Price of a Property shall be equal to the sum of:

- (1) the Purchase Price paid by the Owner for the Property;
- (2) plus an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually;
- (3) plus the amount of any commission payable to the SCHA.

B. Owner shall be responsible for ensuring that at resale the Property is clean, the appliances are in working order, and that there are no health or safety violations regarding the Property.

C. No Owner shall permit any prospective buyer to assume any or all of the Owner customary closing costs or accept any other consideration which would cause an increase in the Purchase Price above the bid price so as to induce the Owner to sell to such prospective buyer.

8.4 Non-Qualified Transferees. In the event that title to the Property vests in individuals and/or entities who are not a Qualified Buyer (hereinafter "Non-Qualified Transferee(s)") by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a HUD - insured First Mortgage), or by operation of law or any other event, SCHA or the Town may elect to notify the non-qualified transferee that it must sell the Property in accordance with Section 8.5. The non-qualified transferee shall not: (i) occupy the Property; (ii) rent all or any part of the Property, except in strict compliance with this Restriction; (iii) engage in any business activity on or in the Property; (iv) sell or otherwise Transfer the Property except in accordance with this Restriction; or (v) sell or otherwise Transfer the Property for use in trade or business.

8.5 Sales to Preserve as Affordable Housing.

A. In the event the Property is occupied, transferred or leased in violation of this Restriction, SCHA or the Town may, at its sole discretion, notify an Owner that it must immediately list the Property for sale (including the execution of a listing contract with, and the payment of the specified fees) by SCHA. The highest bid by a Qualified Owner for not less than ninety-five percent (95%) of the Maximum Sale Price shall be accepted by the Owner; provided, however, if the Property is listed for a period of at least ninety (90) days and all bids are below ninety-five percent (95%) of the Maximum Sale Price, the Property shall be sold to a Qualified Owner that has made the highest offer for at least the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment.

B. If required by SCHA or the Town, the Owner shall: (i) consent to any sale, conveyance or transfer of such Property to a Qualified Owner; (ii) execute any and all documents necessary to do so; and (iii) otherwise reasonably cooperate with SCHA or the Town to take actions needed to accomplish such sale, conveyance or transfer of such Property. For this purpose Owner constitutes and appoints SCHA and the Town as its true and lawful attorney-in-fact with full power of substitution to complete or undertake any and all actions required under this Section 8.5.B. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. Owner specifically agrees that all power granted to SCHA and the Town under this Restriction may be assigned by either of them to their respective successors or assigns.

C. In order to preserve the affordability of the Units for persons of low to moderate income, SCHA or the Town, or their respective successors, as applicable, shall also have and are hereby granted the right and option to purchase the Property, exercisable within a period of thirty (30) calendar days after notice is sent by SCHA or the Town to the Owner that requires the Owner to sell the Property pursuant to this Section 8.5. SCHA or the Town shall complete the purchase of the Property within thirty (30) calendar days after exercising its option hereunder for a price equal to the lesser of the appraised market value of the Property, the reasonableness of which appraisal shall be determined by SCHA or the Town in its reasonable good faith judgment, or the Maximum Sale Price. SCHA or the Town may assign its option to purchase hereunder to an eligible purchaser which, for the purpose of this Section 8.5(c), shall be a Qualified Owner.

D. In all situations in which the provisions of this Section 8.5 apply, SCHA or the Town may alternatively require the Owner to rent the Property to an Eligible Household in accordance with the requirements and limitations of this Restriction.

ARTICLE IX **FORECLOSURE**

9.1 Release. Subject to the process and rights set forth in this Article IX below, this Restriction shall be deemed released as to the Property in the event of (i) the issuance of a

public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure by the holder of a HUD-insured or other First Mortgage, or (ii) the acceptance of a deed in lieu of foreclosure by the holder of a HUD-insured or other First Mortgage. This Restriction shall also automatically terminate and be released as to the Property upon the assignment to HUD of an HUD-insured mortgage encumbering the Property. The Town, in its sole discretion, may elect to release a Property from this Restriction in the event of (1) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure of the Town's lien, as defined in Section 9.2, or (2) the acceptance of a deed in lieu of foreclosure by the Town in connection with the Town's Lien. If the Town chooses to terminate this Restriction with respect to a particular Property, the Town shall record a document referencing such termination in the real property records of the County. Any and all claims of the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.2 Lien.

A. The SCHA and the Town shall have, and are hereby granted, a lien against the Property ("SCHA's Lien" or "Town's Lien") to secure payment of any amounts due and owing the SCHA or the Town pursuant to this Restriction including: the SCHA's or the Town's sale proceeds and/or amounts due to the SCHA or the Town in the event of a foreclosure of a First Mortgage and to secure the obligations to the SCHA or the Town hereunder. The SCHA's Lien and the Town's Lien on the Property shall be superior to all other liens and encumbrances except the following:

- (1) liens and encumbrances recorded prior to the recording of this Restriction and Agreement;
- (2) real property ad valorem taxes and special assessment liens duly imposed by Colorado governmental or political subdivision or special taxing districts;
- (3) liens given superior priority by operation of law; and
- (4) the lien of any First Mortgage against the Property.

B. Recording of this Restriction constitutes record notice and perfection of the SCHA's Lien and the Town's Lien. No further recordation of any claim of lien is required. However, the SCHA or the Town may elect to prepare, and record in the Office of the County Clerk and Recorder of the County, a written notice of lien. By virtue of the SCHA's Lien or the Town's Lien, the SCHA or the Town shall have the rights granted a lienor under C.R.S. 38-38-101 *et seq.*, and the SCHA or the Town shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of the Property, as provided by C.R.S. 38-38-101 *et seq.* In addition, unless otherwise instructed by the SCHA or the Town in writing, the Owner shall sign, acknowledge, and cooperate in SCHA's or the Town's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a notice of the SCHA's Lien or the Town's Lien, substantially in the form attached hereto as

Exhibit A, in order to assure that the SCHA or the Town receives notice in the event of the foreclosure of the First Mortgage pursuant to this Article. The notice shall not alter the priority date of the SCHA's Lien or the Town's Lien as established herein.

C. The sale or other transfer of the Property shall not affect the SCHA's Lien or the Town's Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from continuing personal liability for payment of his or her obligations hereunder. The SCHA's Lien or the Town's Lien does not prohibit actions or suits to recover sums due pursuant to this Restriction and Agreement, or to enforce the terms of this Restriction, or to prohibit the SCHA or the Town from taking a deed in lieu of foreclosure.

9.3 SCHA's and Town's Option to Redeem and to Buy.

A. Foreclosure/SCHA's or Town's Option to Redeem. In the event of a foreclosure, the SCHA and the Town shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of the Property that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 *et seq.*, or any succeeding statute). The SCHA and the Town shall have a right of redemption, and such other rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure. The SCHA's Lien and the Town's lien is created pursuant to Section 9.2 above.

B. Deed in lieu of Foreclosure/Option to Buy. In the event that the First Mortgagee takes title to the Property by deed in lieu of foreclosure, the SCHA and the Town shall have an option to buy the Property ("Option to Buy") exercisable in accordance with this paragraph. Within three (3) days after the First Mortgagee's first attempt to secure a deed in lieu of foreclosure, the Owner shall deliver written notice to the SCHA and the Town of such intent to Transfer title. The SCHA or the Town may exercise its Option to Buy by tendering the Deed In Lieu Price (as defined below) to the First Mortgagee, within thirty (30) days from and after vesting of title to the Property in the First Mortgagee by deed in lieu of foreclosure ("Deed in Lieu Option Period"). Upon receipt of the Deed in Lieu Price, the First Mortgagee shall deliver to the SCHA or the Town a special warranty deed conveying fee simple title in and to the Property, in which event this Restriction and Agreement shall remain valid and in full force and effect. The Deed in Lieu Price shall be equal to: (i) the amounts unpaid pursuant to the First Mortgage note; (ii) any other reasonable costs incurred by the First Mortgagee that directly relate to the deed in lieu of foreclosure; and (iii) any additional reasonable costs incurred by the First Mortgagee during the Deed in Lieu Option Period that are directly related to maintenance of the Property. The First Mortgagee shall convey only such title as it received through the deed in lieu of foreclosure and will not create or suffer the creation of any additional liens or encumbrances against the Property following issuance of the deed in lieu of foreclosure to the First Mortgagee. The First Mortgagee shall not be liable for any of the costs of conveyance of the Property to the SCHA, the Town, or its designee; *however*, the First Mortgagee shall cooperate with the SCHA or the Town in calculating the Deed in Lieu Price and in the execution of the Option to Buy.

C. Upon Exercising Option. In the event that the SCHA or the Town obtains title to the Property pursuant to this Article, the SCHA, the Town or its designee may sell the Property to a Qualified Buyer, or rent the Property to third parties until such time that the Property can be sold to a Qualified Buyer. The SCHA's or the Town's subsequent sale of the Property in these circumstances shall not be subject to the Maximum Sale Price restrictions set forth in Article VIII hereof.

D. Release upon Electing Not to Exercise Options. In the event that the SCHA or the Town does not exercise its Option to Redeem as described in this Article or its Option to Buy as described above, as applicable, within the time periods set forth in this Article, this Restriction shall automatically terminate and shall be of no further force and effect, and the SCHA and the Town shall prepare and execute a release of this Restriction and, within thirty (30) days of such termination, cause such release to be recorded in the records of the Clerk and Recorder of the County. Notwithstanding the foregoing, any and all claims of the SCHA and the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

9.4 Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Article IX shall be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provision; (2) the rule restricting restraints on alienation; or (3) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of this Restriction, or (y) the period of the lives of the current duly elected and seated board of directors of the SCHA, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

ARTICLE X **ENFORCEMENT**

10.1 Enforcement of This Restriction. The Owner hereby grants and assigns to SCHA or the Town the right to review and enforce compliance with this Restriction. Compliance may be enforced by SCHA or the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance and other equitable relief as set forth in Section 10.2 below), as well as a suit for damages; provided, however, in the event the Property is financed by a HUD-insured First Mortgage and is sold in violation of Section 8.3 hereof, such enforcement shall not include:

- A. acceleration of a mortgage;
- B. voiding a conveyance by an Owner;
- C. terminating an Owner's interest in the Property; or
- D. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall SCHAs or the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief as set forth in Section 10.2) or the right to sue for damages if the Owner of the Property that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Section 8.3 hereof and if to do so would violate any existing or future requirement of HUD, it being understood, however, that in such event, SCHAs or the Town shall retain all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse SCHAs or the Town, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of the Property; (ii) the right to prohibit an Owner from retaining sales or rental proceeds collected or received in violation of this Restriction; and (iii) the option to purchase granted to SCHAs or the Town in Section 8.5(c) hereof. Venue for a suit enforcing compliance shall be proper in Summit County, Colorado and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Property. As part of any enforcement action on the part of SCHAs or the Town, the applicable Owner shall pay all court costs and reasonable legal fees incurred by SCHAs or the Town, or its agents, in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of SCHAs or the Town's or its agents, attorney spent on such claims at the rates generally charged for similar services by private practitioners within the County.

10.2 Injunctive and other Equitable Relief. Owner agrees that in the event of Owner's default under or non-compliance with the terms of this Restriction, SCHAs or the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of the Property made in violation of this Restriction. Any equitable relief provided for in this Section 10.2 may be sought singly or in combination with such legal remedies as SCHAs or the Town may be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or otherwise.

ARTICLE XI

GENERAL PROVISIONS

11.1 Equal Housing Opportunity. Pursuant to the Fair Housing Act, the SCHAs and the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status or disability in the lease, sale, use or occupancy of the Property.

11.2 Rules, Regulations, and Standards. The SCHAs shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities

described herein, all of which rules, regulations and standards, and any amendments thereof, shall be subject to approval of the Town.

11.3 Waiver of Exemptions. Every Owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.

11.4 Enforcement. Except as otherwise provided herein, the SCHAs, the Town, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Restriction and shall be entitled to specific enforcement of the same. Failure by any party described in this paragraph to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right by such party or any other party to do so thereafter.

11.5 Expenses of Enforcement. In the event that any party entitled to enforce the terms of this Restriction shall be required to bring any action as the result of any breach of the terms of this Restriction by any Owner, the party bringing such action shall be entitled to recover from and against the Owner in breach of these Restrictions, in addition to any and all other remedies available at law or in equity, reasonable attorney's fees and costs incurred in the enforcement of these Restrictions and in the bringing of such action, and the party against whom such fees and costs are awarded shall be personally liable for the payment of such fees and costs, and such award and judgment shall constitute a lien against the Property owned by the party in breach of these Restrictions which lien may be enforced by foreclosure of the defaulting Owner's Property in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado or elimination of Owner's resale gain on the Property.

11.6 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the Town that such invalidated provision be severable.

11.7 Term. The restrictions contained herein shall run with the land and bind the land for a term of 99 years from the date that this covenant is recorded, after which time the terms of this Covenant shall be automatically extended for successive periods of 10 years.

11.8 Amendment. This restriction may be amended only by an instrument recorded in the records of Summit County executed by the Town and the then-Owner of the Property.

11.9 Successor to SCHAs. In the event that, at any time during the duration of this Restriction, the SCHAs cease to exist, all reference in this Restriction to SCHAs shall, thereafter, mean the Town, its successors, assigns, or any other entity designated by the Town to administer or enforce the provisions hereof, or to perform the functions of the SCHAs as described herein.

11.10 No Third Party Beneficiaries. This Restriction is made and entered into for the sole protection and benefit of the SCHAs, the Town and the Owner. Except as otherwise

specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of the Property, shall have any right of action with respect to this Restriction or right to claim any right or benefit from the terms provided in this Restriction or be deemed a third party beneficiary of this Restriction.

11.11 Non-Liability. SCHA and Town and their respective employees, members, officers and agents shall not be liable to any Owner or third party by virtue of the exercise of their rights or the performance of their obligations under this Restriction. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Restriction, the monetary limitations or any other rights, immunities or protections afforded by the Governmental Immunity Act, CRS §§ 24-10-101, et seq., as they may be amended, or any other limitation, right, immunity or protection otherwise available to the parties.

11.12 Exhibits. All exhibits attached hereto are incorporated herein and by this reference made part hereof.

11.13 Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.

11.14 Personal Liability. Each Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

11.15 Further Actions. The Owner and Owner's successors and assigns agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Restriction or any agreement or document relating hereto or entered into in connection herewith.

11.16 Notices. Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Restriction. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To the Town:

Town of Frisco
Attn: Town Manager
P.O. Box 4100
Frisco, CO 80443

To the Summit Combined Housing Authority:

Summit Combined Housing Authority
P.O. Box 188
Breckenridge, CO 80424

To the Owner:

To be determined pursuant to the Notice of Lien and Memorandum of Acceptance (as shown on Exhibit A) recorded with respect to each transfer of the Property.

11.17 Choice of Law. This Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.

11.18 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

11.19 Headings. Article and Section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

11.20 Signatures. Signatures to this Restriction may be in counterparts and by facsimile or scanned emailed document.

11.21 Approval. Wherever an approval is required by the SCHA or the Town, in all instances approval by the Town shall be deemed sufficient. Town "approval" shall mean approval by the Town Manager or his or her designated representative.

IN WITNESS WHEREOF, the undersigned, being the Town herein, has set its hand unto this Restriction this 22nd day of May, 2018

TOWN OF FRISCO, a Colorado municipal
corporation

By:

Name:

Gary Wilkinson

Title:

Mayor

[illegible]

The foregoing instrument was acknowledged before me as of the 22nd day of May, 2018, by Gary Wilkinson as Mayor of the Town of Frisco, a Colorado Municipal Corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT A

**NOTICE OF LIEN AND MEMORANDUM OF ACCEPTANCE
OF RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF
LIEN FOR UNIT __, OF _____,

SUMMIT COUNTY, COLORADO**

WHEREAS, _____ [Buyer Name] _____, the
"Buyer" is purchasing from _____ [Seller Name] _____,
the "Seller," at a price of \$ _____ [purchase price amount] _____, real property
described _____ as: _____ [Legal
Description] _____, according to the plat recorded under
Reception No. _____, in the real property records of the County
of Summit, Colorado (the "Property"); and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale
transaction, that the Buyer acknowledge and agree to the terms, conditions and
restrictions found in that certain instrument entitled "Residential Housing Restrictive
Covenant and Notice of Lien for Unit __, of _____,
Town/County, Colorado", recorded on _____, 20__, under Reception No.
_____, in the real property records of the County of Summit, Colorado (the
"Restrictive Covenant").

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the
Buyer:

1. Acknowledges that Buyer has carefully read the entire Restrictive
Covenant, has had the opportunity to consult with legal and financial counsel concerning
the Restrictive Covenant and fully understands the terms, conditions, provisions, and
restrictions contained in the Restrictive Covenant.

2. States that the Notice to Buyer should be sent to:

3. Directs that this Notice be placed of record in the real estate records of the
County of Summit, Colorado and a copy provided to the Summit County Housing
Authority and the Town of Frisco (as defined in the Restrictive Covenant).

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20__.

BUYER(S):

Print Name(s): _____

STATE OF)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public



TO: MAYOR AND TOWN COUNCIL
FROM: THAD W. RENAUD, TOWN ATTORNEY
RE: ORDINANCE AMENDING CODE REGARDING ZONING OF VACATED RIGHT-OF-WAYS
DATE: MAY 22, 2018

Summary Statement:

Attached, for your consideration on first reading, please find a draft ordinance that would amend the Town Code concerning the vacation of public right-of-ways such that a vacated right-of-way area would expressly take on the zoning classification of the land to which it attaches and to which the code requires that it be platted.

Background:

Under state statute, and by the reference to that statute contained in the Town Code, title to a vacated area of right-of-way is to vest in the owner of the land immediately adjacent to the vacated area. As noted above, the Town Code (at Section 142-14) requires that an owner of such adjacent property take all steps necessary to include the vacated area within the plat of the adjacent land (e.g. to replat it to become part of the adjacent platted lot). In this situation, Town staff members have reasonably interpreted the code such that the vacated area takes on the zoning classification of the lot of which it becomes a part.

Analysis:

This Code amendment would remove any ambiguity on the question of whether areas of right-of-way that are to be attached to adjacent property take on the zoning classification of that property. This Code amendment would not prevent the Town Council, in considering and approving future vacation requests, from placing conditions on the vacation (and on the vacated area) to obtain public benefits, such as has been done in the past in situations including the Teller Street right-of-way vacation, the Teller Street alley vacation, and the 8th Avenue right-of-way vacation.

Recommendation:

On that basis, it is my

RECOMMENDATION:

that the Town Council adopt on first reading Ordinance No. 18-04, an Ordinance Amending Chapter 142 of the Code of Ordinances of the Town of Frisco, concerning the vacation of public property, to adopt new regulations concerning the zoning of vacated roadways.

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 18 – 04**

AN ORDINANCE AMENDING CHAPTER 142 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE VACATION OF PUBLIC PROPERTY, TO ADOPT NEW REGULATIONS CONCERNING THE ZONING OF VACATED ROADWAYS

WHEREAS, the Town of Frisco, Colorado ("Town") is a home rule municipality, duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, this ordinance is adopted pursuant to the Town's home rule authority and the Town's authority under Colorado Revised Statutes Section 31-23-301; and

WHEREAS, the Town Council finds that to avoid split lot zoning, upon the vacation of all or part of a public right-of-way, and the connection of the vacated area to any adjacent parcel of land, the vacated area should, automatically and without any further action on the part of the Town, be designated under the same zoning classification as the land to which the area is attached.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO THAT:

Section 1. Section 142-13 of the Code of Ordinances of the Town of Frisco (the "Code"), concerning t, is hereby amended to read as follows:

§ 142-13 Vesting of Title and Zoning Upon Vacation.

Any ordinance effecting a vacation under this article shall state to whom title to the vacated land shall vest upon vacation. Title to the lands included within a roadway or so much thereof as may be vacated shall vest in accordance with the provisions of C.R.S. § 43-2-302 or its successor statute. Whenever any roadway shall be vacated, such roadway or portion thereof shall automatically be classified in the same zoning district as the property to which it attaches without further action on the part of the Town.

Section 2. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 22nd DAY OF MAY, 2018.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 12TH DAY OF JUNE, 2018

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk