

**RESOLUTION NO. 13
SERIES OF 2021**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
CARBONDALE, COLORADO, AUTHORIZING THE ACCEPTANCE OF A
DONATION OF REAL PROPERTY
(380 Main Street)**

WHEREAS, the current owner of Lots 9, 10, 11 and 12, Block 12, Original Townsite of Carbondale According to the Plat Thereof Recorded December 17, 1887 as Reception No. 5889, County of Garfield, State of Colorado (street address of 380 Main Street) (the "Property") has proposed to donate such Property to the Town of Carbondale, subject to a perpetual private, non-exclusive parking easement to be reserved by the current owner along the southern boundary of the Property; and

WHEREAS, the Town of Carbondale is willing to accept a deed to confirm such donation, subject to the reserved parking easement, provided that in so doing the Town shall assume no maintenance obligations or other liabilities in connection with the private parking easement; and

WHEREAS, the donation of the Property is to be memorialized by a Special Warranty Deed, and the terms of the reserved private parking easement will be subject to a related Parking Easement Agreement to be executed by the parties in connection with this proposed donation.

NOW, THEREFORE, BE IT IS RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO, THAT:

The Mayor and Town Staff are hereby authorized to take such actions and execute such documents as may be necessary in order for the Town to accept a Special Warranty Deed for the Property to confirm this donation and establish the reserved parking easement, including the execution of a Donation Agreement, a Parking Easement Agreement, and all other documents reasonably necessary to confirm the donation, the parking easement and/or owner's title insurance coverage for the Town related to the Property. All documentation shall be subject to the review and approval of the Town Attorney prior to execution.

INTRODUCED, READ, AND PASSED this 29th day of December, 2021.

TOWN OF CARBONDALE, COLORADO

By:



Dan Richardson, Mayor

ATTEST:



Catherine Derby, Town Clerk

Kevin Schorzman, Interim Town Manager



AGREEMENT FOR DONATION OF REAL PROPERTY

This Agreement for Donation of Real Property ("Agreement") is made this ^{30th} day of December, 2021 ("Effective Date") by and between BREN SIMON, individually and as sole trustee of the Bren Simon Revocable Trust dated 10/10/1998 (the "Trust"), as amended, and EQUANIMOUS HOLDINGS LLC (collectively, "Grantor") of which the Trust is sole member and the TOWN OF CARBONDALE, COLORADO, a Colorado home rule municipal corporation ("Grantee"). The Grantor and the Grantee are referred to together as the "Parties".

BACKGROUND AND PURPOSE

A. Grantor is the owner of real property in the Town of Carbondale, Colorado commonly referred to as 380 Main Street and legally described as Lots 9, 10, 11 and 12, Block 12, Original Townsite of Carbondale According to the Plat Thereof Recorded December 17, 1887 as Reception No. 5889, County of Garfield, State of Colorado (the "Property").

B. Grantor is willing to donate the Property as a charitable contribution to Grantee to be used by Grantee for exclusively public purposes and Grantee is willing to accept Grantor's donation, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Grantor and Grantee agree as follows:

AGREEMENT

1. Donation. On or prior to December 31, 2021, and in any case to be effective as of the end of the day on December 31, 2021, Grantor shall irrevocably transfer, assign and convey all of the Grantor's right, title and interest in and to the Property at no cost to Grantee except that Grantor shall specifically retain a permanent parking easement 20 feet in depth and 80 feet long (approximately 1600 square feet) adjacent to the alley along the south boundary of the Property which has historically been used for parking. The legal description of such parking easement shall be included in the deed (or an exhibit thereto) transferring the Property. The terms and conditions of the parking easement will be set forth in a separate Parking Easement Agreement to be entered into by the Parties and recorded after the Property has been donated to the Grantee. The terms of such Parking Easement Agreement shall include, without limitation, Grantor's right to exclusive use and possession of the parking easement and the ability of the Grantee upon prior written agreement with and consent by the Grantor to install utilities, drainage or other improvements underneath or above the parking easement provided such utilities, drainage or other improvements do not materially interfere with Grantor's use of the easement for parking purposes. Grantee shall accept the Property on the terms and conditions of this Agreement. The Grantee agrees and acknowledges that the donation of the Property (except for the retention of the parking easement) by the Grantor is being made for exclusively public purposes and the Grantee agrees to use the Property for exclusively public purposes within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). The Grantee agrees that, to the extent it determines that the Property cannot be used exclusively for public purposes and should be sold, the net proceeds of any such sale shall also be used for exclusively public purposes. Further, the Grantee represents that it is a political subdivision of the State of Colorado within the purview of

Section 170(c)(1) of the Code, and that it is eligible to receive a charitable donation of real property provided the gift is made for exclusively public purposes.

2. Intended Purpose. Although Grantor imposes no restrictions on the use, sale or other disposition of the Property by the Grantee (other than that is it used for exclusively public purposes), it is Grantor's strong desire that the Grantee to continue to use the Property as a public park and for community events and gatherings at such park. The Grantee has been leasing the Property for use as a public park, but the current lease will terminate at Closing.

3. Documentation of Donation. Concurrently with the execution of this Agreement, the Grantee has provided the Grantor with a copy of the resolution of the Board of Trustees for the Town of Carbondale approving the Grantee's acceptance the donation of the Property (subject to the parking easement being retained by Grantor). Further at Grantor's request, Grantee will sign and deliver to Grantor an IRS Form 8283 that has been prepared by Grantor, acknowledging receipt of the donation, but Grantor will be solely responsible for stating the value of the donated property on IRS Form 8283.

4. Grantee's Investigation. The Grantee acknowledges that it is accepting the Property solely in reliance on the Grantee's own investigation of the Property and that such Property is in "as is, where is" condition with all faults, defects, latent or otherwise. The Grantor makes no representations or warranties, express or implied, or arising by operation of law, including but not limited to, any warranty as to condition, merchantability, or fitness for a particular use or purpose (including but not limited to the intended use) with respect to any portion of the Property.

5. Title Insurance. Grantor has ordered a title commitment from Title Company of the Rockies ("TCOR"), pursuant to which TCOR has committed to insure the Town of Carbondale's ownership of the Property with owner's title insurance coverage in the amount of \$950,000, subject to fulfillment of the various requirements and subject to the title exceptions listed in such title commitment. Closing is contingent on Grantee's satisfaction with the condition of title to the Property prior to closing. The Grantee may elect to obtain, at its sole expense, an owner's policy of title insurance for the Property. Grantor shall reasonably cooperate with any customary seller-side requirements for title insurance to issue to the Grantee.

6. Closing.

6.1 Time and Place. The closing of the conveyance of the Property shall occur at a place and on such date and time mutually agreed upon by the parties, but in no event later than 9:00 pm (Mountain) on December 31, 2021.

6.2 Procedure. On the Closing Date, the following shall occur:

(a) Conveyance: Grantor shall convey the Property to Grantee by Special Warranty Deed, subject to the parking easement reservation and exceptions in the title commitment that Grantee is willing accept. Grantor shall convey and Grantee shall accept the Property in the form of an in-kind donation and charitable gift with no monetary exchange.

(b) Real Property Taxes and Other Assessments: Grantor shall be responsible for paying all real property taxes and all other assessments levied against the Property that have accrued through the date of closing, including all 2021 property taxes payable to Garfield County in 2022 and any other future property taxes to be associated with the parking easement reserved by Grantor.

(c) Possession: Grantee is already in possession of the Property pursuant to the lease and shall remain in possession of the Property after closing.

(d) Closing Costs: Grantee shall pay all costs of closing including the owner's title policy, TCOR's real estate closing fee, recording fees and documentary fees, if any.

(e) Donee Acknowledgements: At Closing, the Grantee agrees that it will execute that "Donee Acknowledgement" section of Internal Revenue Service Form 8283 and any other contemporaneous acknowledgment in a form satisfactory to Grantor acknowledging receipt of delivery of the deed to the Property.

7. Publicity. The Grantee shall not publicize the donation or initiate any press releases or other similar voluntary releases of information concerning this transaction to the press or the general public in any manner or form without the prior written approval of Bren Simon or her legal counsel. Notwithstanding the foregoing, the Grantor acknowledges that as a local government entity in Colorado, Grantee is subject to all requirements of the Colorado Open Meetings Law (COML) and the Colorado Open Records Act (CORA).

8. No Goods or Services/Return Benefit. The Grantor confirms that the donation of the Property is being made without any expectation of return benefit, including without limitation receipt of goods or services, in consideration (in whole or in part) of the donation. The Grantee also confirms that no return benefit, including without limitation goods or services, have been or will be provided to the Grantor in consideration (in whole or in part) for the donation, and agrees to provide the Donor with a written acknowledgement to that effect as of the Closing Date.

9. Default.

9.1 Grantor Remedies: If Grantee is in default under this Agreement, Grantor may terminate this Agreement by written notice to Grantee and the parties shall then be released from all obligations under this Agreement.

9.2 Grantee Remedies: If Grantor is in default under this Agreement, Grantee may terminate this Agreement by written notice to Grantor and the parties shall then be released from all obligations under this Agreement.

10. Notices and Other Deliveries. Any notice required or permitted to be delivered by this Agreement shall be deemed properly delivered upon receipt by the party to whom the notice is to be delivered. Notices may be hand delivered, sent by first-class mail, return receipt requested, with postage prepaid, by nationally recognized overnight delivery service, or transmitted by electronic mail, provided the sender can show the recipient's receipt of the electronic mail delivery. Notices shall be addressed and delivered as follows:

If to Grantor:	EQUANIMOUS HOLDINGS LLC c/o Randy Metz 329 Main Street Carbondale, CO 81623 rmetz@parkmetzlaw.com
If to Grantee:	TOWN OF CARBONDALE, COLORADO c/o Interim Town Manager 511 Colorado Avenue Carbondale, CO 81623 kschorzman@carbondaleco.net with copy to: Mark E. Hamilton, Town Attorney Holland & Hart LLP 600 E. Main St., Suite 104 Aspen, CO 81611 mehamilton@hollandhart.com

11. General Conditions. This Agreement shall not be assignable by either party. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives and successors of the parties. Time is strictly of the essence with respect to each and every provision of this Agreement. The laws of Colorado will govern the enforcement and interpretation of this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid or enforceable unless made in writing and signed by the parties. This Agreement, together with the various documents contemplated by this Agreement, including the Special Warranty Deed and Parking Easement Agreement, constitute the entire agreement between the parties relating to Grantor's donation of the Property to Grantee, and supersede any prior or contemporaneous agreements, representations, understandings or arrangements between the Parties pertaining to the same subject matter, whether oral or written. If any provision of this Agreement is found to be invalid or unenforceable, it may be severed from the Agreement by court order and the remaining provisions of the Agreement shall continue to be binding and effective. Each Party that is not an individual represents that any persons signing this Agreement on its behalf have the power and authority to sign on behalf of such Party and to carry out its obligations hereunder and the transactions contemplated hereby. Each of the Parties, shall, at the reasonable request of any other Party from time to time, execute and deliver such other assignments, transfers, conveyances and other instruments or documents, and do and perform in good faith such other acts as may be necessary or desirable for effecting complete consummation of this Agreement and the transactions contemplated therein, and/or maintaining, perfecting, recording and registering the right, title and interest of the Grantee in and to the Property and Grantor's retention of the parking easement as contemplated hereunder. This Agreement may be executed in counterparts, and electronically transmitted signatures shall have the same effect as original signatures.

[Signature page follows]

GRANTOR:

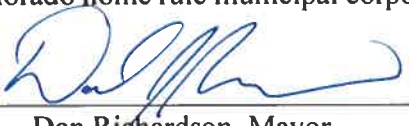
EQUANIMOUS HOLDINGS LLC
a Colorado limited liability company

By: _____
(Title) Date

Bren Simon, individually and as Trustee of the Bren Simon
Revocable Trust, dated 10/01/1998, as amended

GRANTEE:

THE TOWN OF CARBONDALE
a Colorado home rule municipal corporation


By:  12/29/21
Dan Richardson, Mayor Date

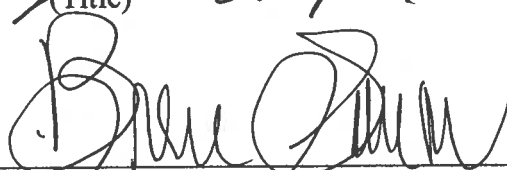
ATTEST:

By:  12-29-21
Cathy Derby, Town Clerk Date
Kevin Schorzman, Interim Town Manager

GRANTOR:

EQUANIMOUS HOLDINGS LLC
a Colorado limited liability company

By: 
(Title) as Mayor Date 12/30/2021


Bren Simon, individually and as Trustee of the Bren Simon
Revocable Trust, dated 10/01/1998, as amended

GRANTEE:

THE TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: _____
Dan Richardson, Mayor Date

ATTEST:

By: _____
Cathy Derby, Town Clerk Date

ACKNOWLEDGMENT OF RECEIPT OF DEED
(Town of Carbondale, Colorado)

This Acknowledgment of Receipt of Deed (this “**Acknowledgment**”), dated and effective as of this 30th day of December, 2021 (the “**Effective Date**”), is executed by the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (the “**Town of Carbondale**”).

RECITALS

A. Equanimous Holdings LLC, a Colorado limited liability company (the “**Company**”) has: (1) executed a deed (the “**Deed**”) conveying that certain real property as described on Exhibit A (attached hereto and incorporated herein by this reference) to the Town of Carbondale to be effective as of December 31, 2021; and (2) delivered the Deed to the Town of Carbondale.

B. The Town of Carbondale is executing this Acknowledgment to acknowledge receipt of the Deed from the Company on the Effective Date.

ACKNOWLEDGMENT

NOW THEREFORE, in furtherance of the foregoing recitals, the Town of Carbondale has caused this Acknowledgment to be executed to acknowledge its receipt of the Deed.

1. Acknowledgment. By the execution of this Acknowledgment, the Town of Carbondale hereby acknowledges receipt of the Deed from the Company on the Effective Date.

2. Electronic Transmission. The signature to this Acknowledgment transmitted by facsimile, e-mail, or other electronic transmission shall be deemed to be an original signature. A signed copy of this Acknowledgment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Acknowledgment.

IN WITNESS WHEREOF, this Acknowledgment has been duly executed to be effective on the Effective Date.

Town of Carbondale, Colorado, a Colorado home rule
municipal corporation

By: _____

Name: _____

Title: _____



Kevin Schorzman
Interim Town Manager

EXHIBIT A

LOTS 9, 10 AND 11, 12, BLOCK 12, TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO, also known by street and number as: 380 MAIN STREET, CARBONDALE, CO 81623.

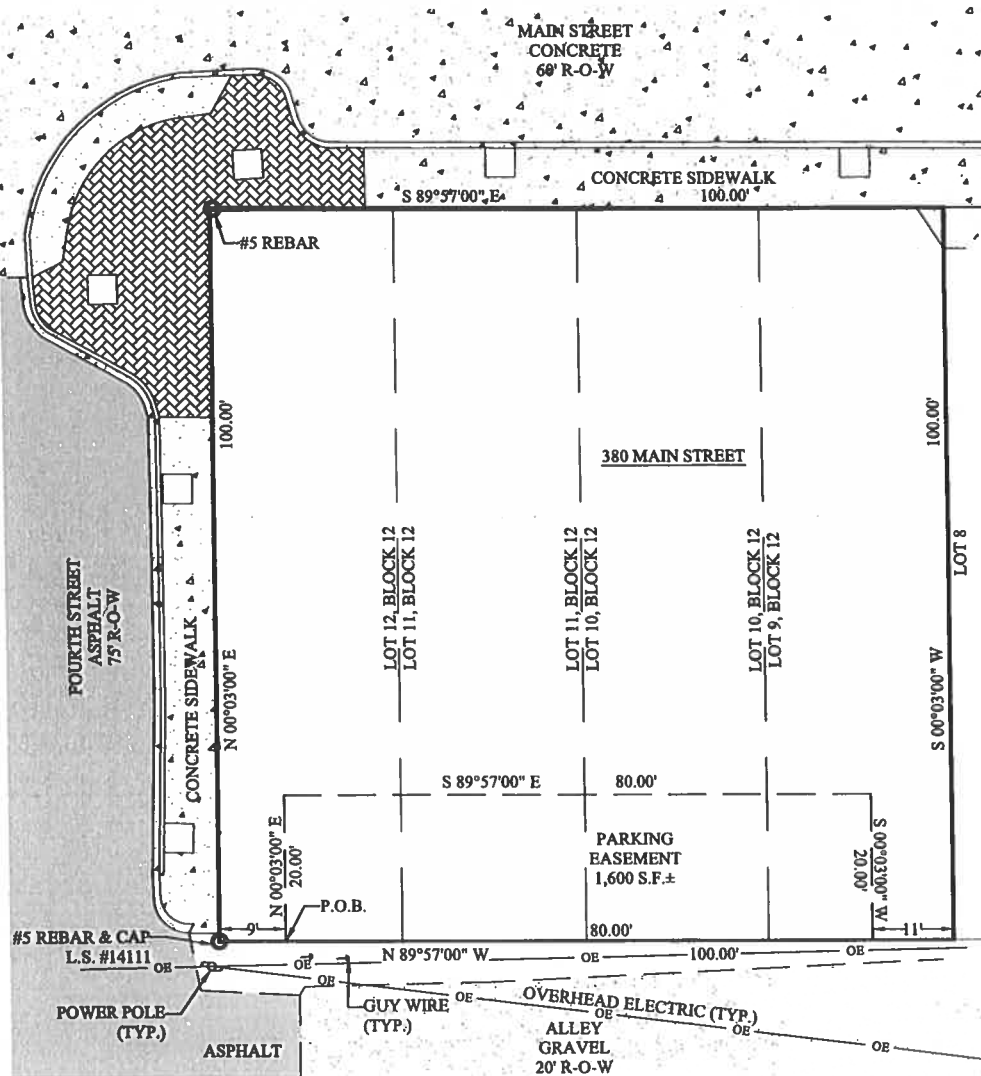
As reflected on the Deed, the Company also EXCEPTS and RESERVES unto itself a permanent parking easement 20 feet in depth and 80 feet long (approximately 1600 square feet) adjacent to the alley along the south boundary of the property which has historically been used for parking as reflected on Exhibit B.

EXHIBIT B

Parking Easement

PARKING EASEMENT EXHIBIT

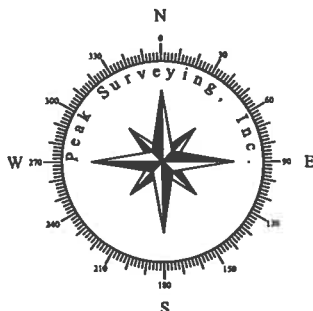
LOTS 9 - 12, BLOCK 12, ORIGINAL TOWNSITE OF CARBONDALE
ACCORDING TO THE PLAT RECORDED DECEMBER 17, 1887 AS RECEPTION NO. 5889
TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO



PROPERTY DESCRIPTION

A STRIP OF LAND SITUATED IN LOTS 9-12, BLOCK 12, ORIGINAL TOWNSITE OF CARBONDALE ACCORDING TO THE PLAT RECORDED DECEMBER 17, 1887 AS RECEPTION NO. 5889, TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12, BLOCK 12, A NO. 5 REBAR AND CAP P.L.S. NO. 14111 FOUND IN PLACE; THENCE S89°57'00"E ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 12 A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY BOUNDARY N00°03'00"E A DISTANCE OF 20.00 FEET; THENCE S89°57'00"E A DISTANCE OF 80.00 FEET; THENCE S00°03'00"W A DISTANCE OF 20.00 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY; THENCE N89°57'00"W ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, SAID STRIP CONTAINING 1,600 SQUARE FEET MORE OR LESS.



Drawn By:	NO.	Date	Revision	By
JLN				
Checked By:				
JLN				
Date:				
DEC. 30, 2021				
Compiled By:				
084-EM				

TOWN OF CARBONDALE PUBLIC WORKS
TOWN OF CARBONDALE, COLORADO
PARKING EASEMENT
EXHIBIT A
LOTS 9-12, BLOCK 12

Project NO.
17084
1 OF 1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Town of Carbondale, Colorado
c/o Cathy Derby, Town Clerk
511 Colorado Avenue
Carbondale, Colorado 81623

SPECIAL WARRANTY DEED

This Deed is effective December 31, 2021, and is made between EQUANIMOUS HOLDINGS, LLC, a Colorado limited liability company ("Grantor"), whose street address is 329 Main St., Carbondale, CO 81623, and the TOWN OF CARBONDALE, COLORADO, a Colorado home rule municipal corporation ("Grantee"), whose street address is 511 Colorado Ave., Carbondale, CO 81623.

The Grantor for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the Grantee and the Grantee's successors and assigns forever the following real property, together with any improvements thereon, (the "Property") in the County of Garfield and State of Colorado:

Lots 9, 10, 11, and 12
Block 12
Original Townsite
Town of Carbondale
Garfield County, Colorado

(these lots are presently indexed by the Garfield County Assessor's Office as Tax Parcel ID Nos. 239334318014 (Lot 9), 239334318015 (Lot 10), and 239334318018 (Lots 11 and 12) and known by street address as 380 Main Street, Carbondale, Colorado, 81623; see also attached **Exhibit A**).

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's successors and assigns forever. The Grantor, for the Grantor and the Grantor's successors and assigns, does covenant, grant, bargain and agree to and with the Grantee and the Grantee's successors and assigns, that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner

and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, **except easements, restrictions, reservations, covenants and rights-of-way of record, if any; and the Grantor also hereby EXCEPTS and RESERVES unto itself a permanent parking easement 20 feet in depth and 80 feet long (approximately 1600 square feet) adjacent to the alley along the south boundary of the Property in the location and with the legal description set forth on Exhibit A.** The terms and conditions of this reserved parking easement shall be governed by a separate Parking Easement Agreement being entered into by Grantor and Grantee that will be recorded subsequent to this Special Warranty Deed.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, and the Grantee's successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof by, through or under Grantor.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The Property is being conveyed by the Grantor to the Grantee as a contribution or gift made for exclusively public purposes within the meaning of section 170(c)(1) of the Internal Revenue Code of 1986, as amended.

THIS DEED WAS GIVEN FOR NOMINAL CONSIDERATION (LESS THAN \$500), THEREFORE, NO DOCUMENTARY FEE IS PAYABLE.

[Remainder of Page Intentionally Left Blank]

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

EQUANIMOUS HOLDINGS LLC, a Colorado
limited liability company

By: 

Randy S. Metz, Manager

STATE OF COLORADO)

County of Garfield) ss.

The foregoing instrument was acknowledged before me this 30th day of December, 2021, by Randy S. Metz, as Manager of EQUANIMOUS HOLDINGS LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: Aug 11, 2022


Notary Public

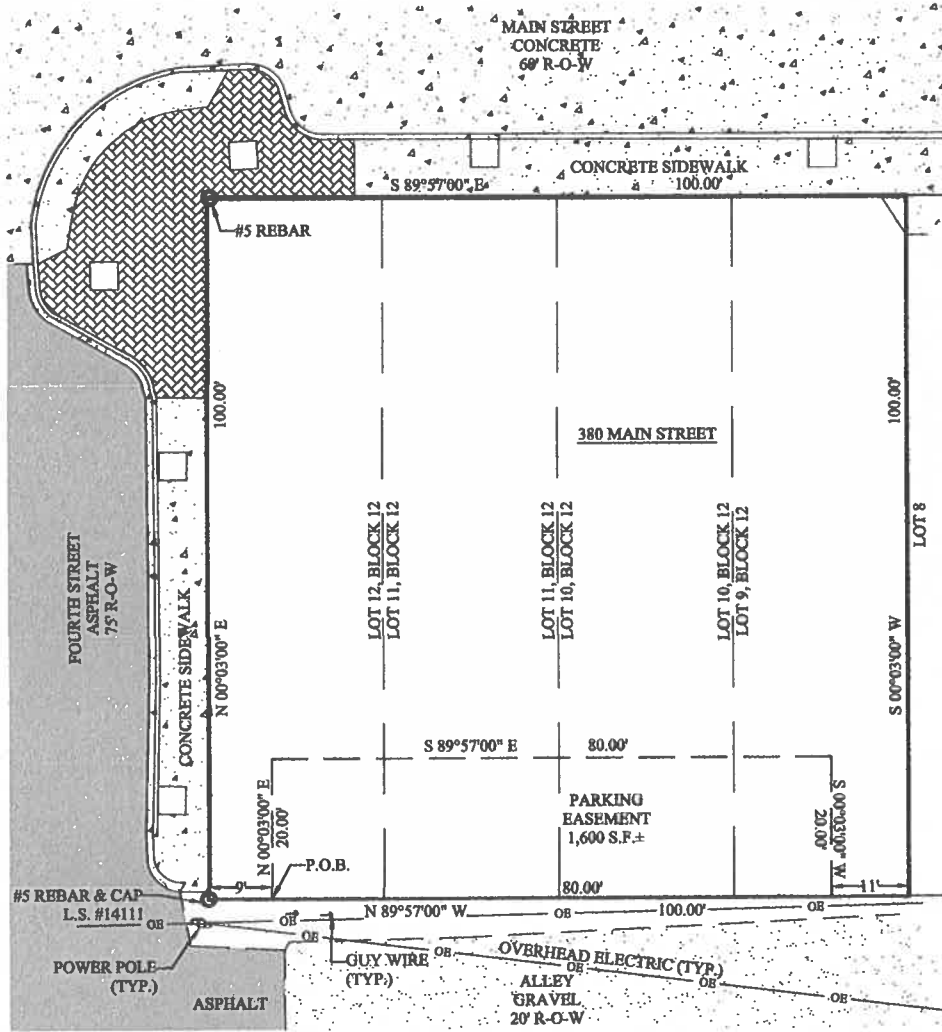
ANNA KAREN RAMIREZ-PAVON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20144031397
My Commission Expires August 11, 2022

EXHIBIT A

**Attach Parking Easement Exhibit prepared by Peak Surveying Inc.,
Computer File 084-EM, dated August 31, 2021.**

PARKING EASEMENT EXHIBIT

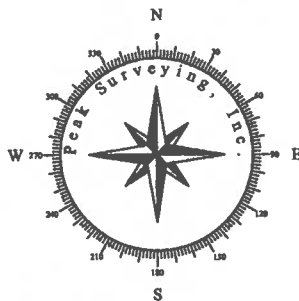
LOTS 9 - 12, BLOCK 12, ORIGINAL TOWNSITE OF CARBONDALE
ACCORDING TO THE PLAT RECORDED DECEMBER 17, 1887 AS RECEPTION NO. 5889
TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO



PROPERTY DESCRIPTION

A STRIP OF LAND SITUATED IN LOTS 9-12, BLOCK 12, ORIGINAL TOWNSITE OF CARBONDALE ACCORDING TO THE PLAT RECORDED DECEMBER 17, 1887 AS RECEPTION NO. 5889, TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12, BLOCK 12, A NO. 5 REBAR AND CAP P.L.S. NO. 14111 FOUND IN PLACE; THENCE S89°57'00"E ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 12 A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY BOUNDARY N00°03'00"E A DISTANCE OF 20.00 FEET; THENCE S89°57'00"E A DISTANCE OF 80.00 FEET; THENCE S00°03'00"W A DISTANCE OF 20.00 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY; THENCE N89°57'00"W ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, SAID STRIP CONTAINING 1,600 SQUARE FEET MORE OR LESS.



Drawn By:	NO.	Date	Revision	By
JEN				
Checked By:				
JEN				
Date:				
DEC. 20, 2021				
Computer File:				
084-434				

TOWN OF CARBONDALE PUBLIC WORKS
TOWN OF CARBONDALE, COLORADO
PARKING EASEMENT
EXHIBIT A
LOTS 9-12, BLOCK 12

Project NO.
17084

1 OF 1

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity¹ named EQUANIMOUS HOLDINGS LLC, a Colorado limited liability company, and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a:

- | | |
|---------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> corporation | <input type="checkbox"/> registered limited liability partnership |
| <input type="checkbox"/> nonprofit corporation | <input type="checkbox"/> registered limited liability limited partnership |
| <input checked="" type="checkbox"/> limited liability company | <input type="checkbox"/> limited partnership association |
| <input type="checkbox"/> general partnership | <input type="checkbox"/> government or governmental subdivision or agency |
| <input type="checkbox"/> limited partnership | <input type="checkbox"/> trust (Section 38-30-108.5, C.R.S.) |
| <input type="checkbox"/> other: | |

3. The entity is formed under the laws of the State of Colorado.
4. The mailing address for the entity is 329 Main Street, Carbondale, CO 81623.
5. The name and position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity are:
Randy S. Metz, Manager
- 6.² The authority of the foregoing persons to bind the entity is ☒ not limited ☐ limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
n/a

Dated: Dec 30, 2021

State of Colorado
County of Garfield

EQUANIMOUS HOLDINGS LLC, a Colorado limited liability company

The foregoing instrument was acknowledged before me this 30th day of December, 2021, by Randy S. Metz, as manager of Equanimous Holdings LLC, a Colorado limited liability company.

By:

Randy S. Metz, Manager

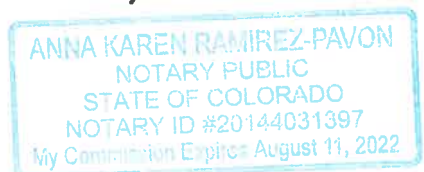
Witness my hand and official seal.
Anna Karen Ramirez-Pavon

Commission Expires Aug 11, 2022

¹This form should not be used unless the entity is capable of holding title to real property.

²The absence of any limitation shall be prima facie evidence that no such limitation exists.

³The statement of authority must be recorded to obtain the benefits of the statute.



STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Randy S. Metz, as Manager of EQUANIMOUS HOLDINGS LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

¹This form should not be used unless the entity is capable of holding title to real property.

²The absence of any limitation shall be prima facie evidence that no such limitation exists.

³The statement of authority must be recorded to obtain the benefits of the statute.

Noncash Charitable Contributions

► Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

► Go to www.irs.gov/Form8283 for instructions and the latest information.

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Bren Simon

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|----------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	See Attachment A		
B	See Attachment B		
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A		Purchase				12/31/2021
B		Purchase				12/31/2021
C						

Name(s) shown on your income tax return

Identifying number

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—
Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I.
Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also
attach the required statement. See instructions.

- 4a** Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Section B, Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ▶ _____
(2) For any prior tax years ▶ _____
- c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization in Section B, Part V, below):
Name of charitable organization (donee)
- Address (number, street, and room or suite no.) City or town, state, and ZIP code
- d** For tangible property, enter the place where the property is located or kept ▶ _____
- e** Name of any person, other than the donee organization, having actual possession of the property ▶ _____

Yes No

- 5a** Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? ☐ Yes ☐ No
- b** Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire? ☐ Yes ☐ No
- c** Is there a restriction limiting the donated property for a particular use? ☐ Yes ☐ No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

Signature of
taxpayer (donor) ▶

Date ▶

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign

Appraiser signature ▶

Date ▶

Here

Appraiser name ▶ Valbridge Property Advisors

Title ▶

Business address (including room or suite no.)

Identifying number

P.O. Box 970

City or town, state, and ZIP code

Carbondale, CO 81623

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ December 31, 2021

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ☐ Yes ☒ No

Name of charitable organization (donee)

Employer identification number

Town of Carbondale

84-6000570

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

511 Colorado Avenue

Carbondale, CO 81623

Authorized signature

Title Interim Town Manager

Date

12-30-21