

**RELEASE AND SETTLEMENT AND  
AGREEMENT TO AMEND PLANET BLUEGRASS  
KEYNOTES AND AMENDABLE LETTERS OF UNDERSTANDING**

This RELEASE AND SETTLEMENT AGREEMENT TO AMEND PLANET BLUEGRASS KEYNOTES AND AMENDABLE LETTERS OF UNDERSTANDING (the "Agreement") is made and entered into as of the date set forth below by and between Telluride Bluegrass Festival, PBC. d/b/a Planet Bluegrass ("PB"), Planet Bluegrass Annex, LLC ("PB Farm"), Craig Ferguson ("CF"), and the Town of Lyons, Colorado ("Town"), acting by and through its Board of Trustees ("BOT"). Each of the signatories to this Agreement may be referred to individually as a "Party" or collectively as "the Parties."

**Recitals**

WHEREAS, the Town of Lyons (the "Town") is a Colorado statutory municipality organized and existing pursuant to Colo. Rev. Stat. §§ 31-1-101 to -207; and

WHEREAS, Telluride Bluegrass Festival, PBC. d/b/a Planet Bluegrass ("PB") is a Colorado Public Benefit Corporation in good standing, organized and existing pursuant to Colo. Rev. Stat. §§ 7-101-501 to -509; and

WHEREAS, Planet Bluegrass Annex, LLC ("PB Farm"), is a Colorado Limited Liability Company in good standing, organized and existing pursuant to Colo. Rev. Stat. §§ 7-80-101 to -408; and

WHEREAS, Craig Ferguson is an individual who is the controlling shareholder and president of both PB and PB Farm; and

WHEREAS, in 1999, with respect to events to be held at the property commonly known as the Planet Bluegrass Ranch (the "Ranch"), located at 500 W. Main Street in Lyons, Colorado, an original Amendable Letter of Understanding (the "1999 ALU") and a related set of Keynotes (the "1999 Keynotes") were entered into by and between PB, CF and the Town; and

WHEREAS, the 1999 ALU and 1999 Keynotes have been amended from time to time by the parties pursuant to resolutions of the BOT; and

**WHEREAS, in connection with the 2017 annexation of the Planet Bluegrass Farm (the "Farm") property owned by PB Farm into the Town, an additional Amendable Letter of Understanding (the "2017 Farm ALU"), an additional set of Keynotes (the "2017 Farm Keynotes"), and an Annexation Agreement were entered into by and between PB Farm and the Town; and**

**WHEREAS, operations and facilities for events at the Ranch have evolved over the more than 20 years since the 1999 Keynotes and 1999 ALU were executed, resulting in PB's and CF's desire to clarify, update and modify those documents; and**

**WHEREAS, the Town's interests, concerns and focus have also evolved in the years since the 1999 Keynotes and 1999 ALU were executed, resulting in the Town's desire to clarify, update and modify those documents; and**

**WHEREAS, as a result of its experience in coordinating events involving both the Ranch and Farm properties since the 2017 annexation, the Town has also desires to address various operational issues which have arisen with respect to such events, including public safety issues, and**

**WHEREAS, the approval of a lodging occupation tax by Town voters in 2018 and the related enactment of a lodging tax ordinance by the BOT in 2018 resulted in various issues arising as to the application of such tax to events at PB and PB Farm; and**

**WHEREAS, the Parties to this Agreement have negotiated in good faith the provisions included herein, including compromises of actual or potential disputes among the parties; and**

**WHEREAS, the Parties wish to avoid the expense and vagaries of potential litigation, and wish to settle this dispute regarding the 1999 ALU, 1999 Keynotes, 2017 Farm ALU, 2017 Farm Keynotes, the Town's enforcement of its lodging tax and any other claims on the terms specified in this Agreement without any admission of liability or wrongdoing; and**

**NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein and other good and valuable consideration, the**

sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

**1. RELEASES**

**A. In accordance with the provisions of this Agreement, The Town, by and on behalf of itself, as well as all of its former and current elected officials, employees, successors, administrators, servants, agents, attorneys, successors and assigns, hereby releases, acquits and forever discharges PB, PB Farm, Craig Ferguson LP, and all former and current members, managers, employees, agents, insurers, contractors and attorneys, with prejudice, from any and all claims, causes of action, allegations, liabilities, injuries, harms, expenses, costs and damages of any kind or nature that the Town could have asserted against PB, PB Farm, and Craig Ferguson specifically regarding:**

- i. Past due 2019 lodging tax collection and remittance.**
- ii. Past failure to provide notice of minor events.**
- iii. Past failure to issue required reports and plans.**

**B. PB, PB Farm, and Craig Ferguson, collectively (the "PB Parties"), on behalf of their individual entities, as well as all of their members, managers, employees, successors, administrators, servants, agents, heirs and assigns, hereby releases, acquits and forever discharges the Town, and all former and current elected officials, appointees, employees, agents, departments, agencies, divisions, insurers, contractors and attorneys, without prejudice, from any and all claims, causes of action, allegations, liabilities, injuries, harms, expenses, costs and damages of any kind or nature that the PB parties could have asserted against the Town with regard to the 1999 ALU, 1999 Keynotes, 2017 Farm ALU, 2017 Farm Keynotes, the Town's enforcement of its lodging Tax including:**

- Any federal or state civil rights statute or constitutional provision.**
- Any claim under the Colorado Governmental Immunity Act in Colo. Rev. Stat. §§ 24-10-101 to -120.**
- Any other state or federal law pertaining to governmental liability or immunity.**

- Any claim in tort, contract, or for violation of the covenant of good faith and fair dealing.
- Any other claims of any type arising out of federal common law, the common law of any state, any state statute, or local law.
- Any claim seeking declaratory, injunctive, or equitable relief.

## **2. NO ADMISSION OF LIABILITY**

Each Party acknowledges and understands that the consideration described herein is not to be construed in any way as any admission of liability on the part of the other Party or any other released entity or person, but on the contrary, it is understood that all released entities and persons specifically deny any liability on account of the any claim in question, or otherwise.

## **3. OPEN RECORDS ACT AND OTHER RELEASES PROVIDED BY LAW**

The Parties understands and agrees that, upon a valid request made pursuant to applicable public disclosure laws, including, without limitation, the provisions of the Colorado Open Records Act, Colo. Rev. Stat. §§ 24-72-101, *et seq.*, all as presently or subsequently amended, the Town may be obligated to provide the requesting person a copy of this Agreement. PB, PB Farm, and Craig Ferguson also agree that they will make no attempt whatsoever to hold the Town or any of its agencies, departments or divisions, as well as any of its current or former administrators, officers, elected officials, agents, employees and attorneys for any such entity, liable on any basis for any release of any documentation or information in compliance with any applicable law.

## **4. CONSIDERATION**

In consideration of the agreements, commitments and approvals provided by each Party to the other Party in Agreement, including without limitation the release of all existing claims and counterclaims, the Parties agree as follows:

### **I. Lodging Tax**

**1. The Parties agree that the following provision will be added to Part 3(T) of the 1999 ALU and Part 3(U) of the 2017 Farm ALU:**

**Lodging tax shall be paid on all camping at the Ranch or the Farm and all other camping related to PB events in accordance with Chapter 4, Article 10 of Lyons Municipal Code (as such Code provisions may be amended from time to time; the ("LMC")) and any regulations promulgated pursuant to the authority granted in such Chapter and Article. Lodging tax shall be due for (i) any campsites for which specific charges are made, and (ii) for any campsites for which land use, goods, or services are provided for consideration relating to lodging, specifically including consideration for packages where the offering of lodging is part of the total package price, such as for Rockygrass Academy and Folk Fest Songschool events as those events have previously been conducted. Where the number of specific sites within a campground is not readily discernible, the definition of a campsite shall be interpreted so that the number of campsites within the campground is equal to the number of total occupants providing consideration for lodging (not counting children under 12 years of age) within the campground divided by five (5).**

**2. PB shall remit to the Town within thirty (30) days of the execution of this Agreement lodging tax owed for the 2019 Rockygrass Academy and 2019 Folks Festival Songschool events held at the Ranch. For the purposes of lodging tax calculation, the number of campsites will be calculated by dividing the number of attendees by five (5). In addition to the general release concerning lodging tax enforcement provided by Section 1 above, the Town agrees to waive any penalties or interest which may be due for 2019 lodging tax for such events.**

**3. The Town agrees to accept as full payment for 2019 Rockygrass and 2019 Folks Festival lodging tax the amounts previously paid to the Town by PB for such events. In addition to the general release concerning lodging tax enforcement provided by Section 1 above, the Town agrees to waive any penalties or interest which be due for 2019 lodging tax for such events.**

## **II. Gross Sales and Sales Tax Reporting**

**1. The Parties agree that the second sentences of Part 3(F) of the 1999 ALU and Part 3(F) of the 2017 Farm ALU will be amended to read as follows:**

**An itemized written accounting for gross sales and sales taxes will be provided to the Town no later than the 20th day of the month following the last day of the Event.**

**2. The Parties agree that the following provision will be added to Part 3(F) of the 1999 ALU and Part 3(F) of the 2017 Farm ALU:**

**Reports of lodging tax due from camping shall include, in addition to any other information required pursuant to LMC Section 4-10-50(a), the prices charged for camping at each campground provided by PB or PB Farm, the number of passes or other forms of camping access sold at each campground, and the gross amount received from such sales.**

**3. The Parties agree that the confidentiality provisions of LMC Section 4-10-80 shall not prevent the sharing of lodging tax information or analyses compiled from such information, including calculations of the amount of Lyons sales tax generated from camping pass sales, among Town staff, the BOT and the Town's Planning and Community Development Commission (PCDC).**

### **III. Business Licenses**

**The Parties agree that Part 3(G) of the 1999 ALU and Part 3(H) of the 2017 Farm ALU will be amended to read, in their entirety, as follows:**

**PB and PB Farm shall obtain businesses licenses from the Town as required under the LMC. Business licenses shall also be obtained by any vendor, concessionaire, or provider of taxable goods or services at any event at the Ranch or the Farm unless sales taxes due from such vendor, concessionaire, or provider of taxable goods or services for events at the Ranch or the Farm are collected and remitted by PB or PB Farm, in which case no Lyons business license shall be required from such vendors, concessionaires, or providers of taxable goods or services. Within ten (10) days of a written request by the Town, PB or PB Farm shall provide the Town with a list of all vendors and concessionaires providing services at any Event during the**

prior 90-day period for whom PB or PB Farm was not responsible for collecting and remitting sales taxes.

For example, and by way of illustration of the above requirements, if PB collects and remits sales taxes on behalf of food or other vendors at Rockygrass or Folk Fest, such vendors shall not be required to obtain a Lyons business license for their activities at such events. By way of further example, if a food caterer, florist or other provider of taxable goods or services at a wedding held at the Ranch or the Farm is responsible for collecting and paying its own sales taxes arising from the wedding and neither PB nor PB Farm collects or remits those sales taxes, the food caterer, florist or other provider shall obtain a business license if required to do so by the LMC.

#### **IV. Major, Mid-Tier and Minor Events**

**Background** -- Under the existing agreements between the Parties, events at the Ranch and the Farm are divided into two categories: Major Events and Minor Events. Crowd sizes, notice periods, number of events, time restrictions, production plans, security arrangements, insurance, reporting requirements, and other matters vary in some respects, but not others, depending on whether an event is a Major Event or Minor Event. While references in the existing agreements to "Events" include both Major and Minor Events, in practice PB and the Town have not strictly followed or applied all of the provisions for every Event. For example, production plans and post-event reporting have not been required for small weddings, recitals, or small concerts even though the agreements require such actions on behalf of PB. The Parties wish to clarify and modify provisions governing Major and Minor Events, with due regard to the effects that the various sizes of events have on the Town and its citizens, such as parking and noise.

The Parties agree that the 1999 ALU, 1999 Keynotes, 2017 Farm ALU, 2017 Farm Keynotes will be amended as provided below and as otherwise necessary to create a new classification system for events. Events shall be classified into three (3) categories: Minor Events, Mid-Tier Events, and Major Events, with the following provisions applying to each type of events.

**A. Minor Events** – Minor Events at the Ranch are those which involve fewer than 500 attendees, as set forth in amendments approved by BOT Resolution 2007-3 in 2007. Any number of Minor Events involving less than 500 attendees may be held at the Ranch. Up to 12 Minor Events involving less than 250 attendees may be held at the Farm subject to the provisions of the 2017 Farm Keynotes. With respect to Minor Events at both the Ranch and the Farm:

(1) Advance written notice to the Town shall not be required.

(2) Production plans shall not be required to be provided to the Town. However, insurance requirements, crowd management, parking management and supervision, and security (including coordination with Town law enforcement personnel) as currently provided in the 1999 ALU and 2017 Farm ALU shall continue to be required. Medical staffing shall not be required.

(3) Reporting of taxes pursuant to Part (F) of the 1999 ALU and Part (F) of the 2017 Farm ALU shall not be required for each Minor Event. In lieu of such event-by-event reporting, PB shall submit to the Town an annual written accounting of the total amount sales taxes collected and remitted by PB from vendors at Minor Events at the Ranch or the Farm during the prior calendar year. Such written accounting shall be provided by the 20th day of January of the following year.

(4) Amplification associated with any outdoor musical or theatrical performance constituting a Minor Event at the Ranch shall terminate no later than 10:30 p.m. on any Friday or Saturday and no later than 9:00 p.m. on any other day of the week. Amplification associated with any outdoor musical or theatrical performance may be extended an additional thirty minutes per day when required by outdoor musical or theatrical performance.

**B. Mid-Tier Events** – Mid-Tier Events are those which involve more than 500 but less than 1,000 attendees held at the Ranch. The 1,000-attendee maximum at Mid-Tier events is based on the estimated number of attendees and vehicles which can be accommodated at the Ranch, with little or no impact on the Town or Town residents. Up to 10 Mid-Tier Events may be held at the Ranch within any calendar year. No Mid-Tier Events may be held at the Farm. With respect to Mid-Tier Events:



**(1) PB shall provide seven (7) days advance written notice to the Town of a Mid-Tier event.**

**(2) Production plans shall not be required to be provided to the Town. However, insurance requirements, crowd management, parking management and supervision, and security (including coordination with Town law enforcement personnel) as currently provided in the 1999 ALU and 2017 Farm ALU for all Events shall be required. Medical staffing shall not be required.**

**(3) Reporting of taxes pursuant to Part (F) of the 1999 ALU and Part (F) of the 2017 Farm ALU shall not be required for each Mid-Tier Event. In lieu of such event-by-event reporting, PB shall submit to the Town an annual accounting of the total amount of sales taxes from vendors collected and remitted by PB from Mid-Tier Events at the Ranch or the Farm during the prior calendar quarter. Such written accounting shall be provided by the 20th day of January of the following year.**

**(4) Amplification associated with any outdoor musical or theatrical performance constituting a Mid-Tier Event shall terminate no later than 10:30 p.m. on any Friday or Saturday and no later than 9:00 p.m. on any other day of the week. Amplification associated with any outdoor musical or theatrical performance may be extended an additional thirty minutes per day when required by outdoor musical or theatrical performance.**

**(5) To accommodate on-site parking necessary to keep Mid-Tier Events self-contained on the Ranch property and minimize impacts to the Town or Lyons residents, Keynote 4 is hereby amended to allow parking for up to 300 vehicles for Mid-Tier Events in the designated area and Keynote 5 is hereby amended to allow parking for up to 100 vehicles for Mid-Tier Events in the designated area.**

**C. Major Events – Major Events are those which involve more than 1,000 paid attendees at the Ranch. No standalone Major Events are allowed at the Farm. With respect to Major Events:**

**(1) The 3,500 crowd size limit in Part 3(B) shall be revised to 4,500 paid attendees.**

(2) The "patron days per calendar year" limitation in 1999 Keynote C(3)(a)(iii) shall be eliminated.

(3) The maximum number of Major Events shall be 8 per calendar year and the maximum number of event days shall be 12.

(4) Total campground capacity for Major Events under 1999 Keynotes 4 and 5 shall be increased from 700 to 950.

(5) 2017 Farm Keynote 4 shall be amended to reduce the number of allowed campers from 950 to 700 and to increase the number of allowed vehicles from 150 to 400.

(6) The Town Administrator may waive the 120-day advance notice requirement for Major Events but shall notify the BOT of such waiver as soon as practicable.

(7) Except for the amendments set forth above in this Part C, existing requirements under the 1999 ALU and 1999 Keynotes for conducting Major Events shall continue in full force and effect.

## **V. Lineups at Planet Bluegrass Farm**

**Background** -- In 2018 and 2019, the BOT granted PB's requests to conduct Sunday "lineup" events at the Farm for vehicles to enter the Ranch grounds for Rockygrass Academy and Folk Fest Songschool. Vehicle entry to the Ranch from the Farm shortens vehicle travel distance and reduces heavy Sunday traffic through downtown Lyons, which is generally crowded with cars and pedestrians on summer Sundays. The "Minor Event" definition in the 2017 Farm Keynotes does not specifically reference lineups, but the 2018 and 2019 lineups were treated as such and the BOT relied on 2017 Farm Keynote 5, which allows the BOT to modify or alter restrictions in that Keynote when "there will be no detriment to the health, safety and welfare of the public." The BOT considered altering Keynote 5 to permit Sunday lineups as promoting the safety and welfare of the public.

The Parties agree that that the 2017 Farm Keynotes, Section 5, will be amended as follows:--

**Sunday lineups at the Farm for purposes of safely conducting vehicles to events at the Ranch shall be permitted and shall not count against the twelve (12) Minor Events allowed in any one calendar year under Farm Keynote 5(a). Parking for Sunday lineups shall not commence earlier than 9:00 a.m. and lineup activities shall be completed no later than 5:00 p.m.**

**The Parties agree that that the 2017 Farm Keynotes, Section 6, will be amended to add that:**

**Vehicles shall not occupy the area referenced in 2017 Farm Keynote 6 sooner than 24 hours before commencement of a Major Event.**

## **VI. Other PB Ranch ALU/Keynote Changes**

**Background -- A number of 1999 ALU and 1999 Keynote provisions have, in the 22 years since those agreements were executed, become outdated or have generally not been observed by the Parties due to changes in PB operations or changes in focus by the BOT and Town staff. Formal amendments of the 1999 ALU and 1999 Keynotes were not completed to reflect such changes, however. The Parties agree that the 1999 ALU and 1999 Keynotes need to be updated.**

**A. Deleted Provisions. The Parties agree the following 1999 ALU and 1999 Keynote provisions are hereby deleted in their entirety:**

**(1) ALU Part 3(E) – Limitation of alcohol sales to beer only. (All alcohol sales shall be governed by Lyons Liquor Authority.)**

**(2) ALU Part 4(C) – 20-day review and report to BOT.**

**(3) Keynote 16 – Picnic seating and barbeque facilities.**

**(4) Keynote 17 – Silo remodeling.**

**(5) Keynote 34 – Underpass**

**B. Updated Provision.** The Parties agree that Part 4(A) of the 1999 ALU is hereby amended to delete references to "the Chief of Police" and replace such references to "the Town's chief law enforcement officer".

## **VII. Remainder of Agreements Intact**

Unless specifically altered or amended by the foregoing provisions, all other parts of the 1999 ALU, the 1999 Keynotes, the 2017 Farm ALU, and the 2017 Farm Keynotes shall remain intact as written and agreed to by the Parties. Nothing contained in this Agreement shall amend or modify the 2017 Annexation Agreement between PB Farm and the Town.

## **VIII. Enactment of Changes.**

The Town agrees that will provide the above detailed changes to the 1999 ALU, the 1999 Keynotes, the 2017 Farm ALU, and the 2017 Farm Keynotes for consideration of enactment via resolution of the BOT at a regular or special meeting of the BOT at a date of the Town's convenience. In the interim period before such changes can be considered, it is the intention of the Parties to operate in accordance with the proposed changes detailed herein.

## **GENERAL PROVISIONS**

5. **INTEGRATION.** The Parties understand, acknowledge and agree that this Agreement constitutes the entire agreement of the Parties regarding the subject matter and transactions referred to herein. The Parties understand, acknowledge, and agree that the terms of this Agreement are contractual in nature and not mere recitals. As such, the Parties understand, acknowledge, and agree that this Agreement is fully integrated and supersedes all previous oral or written agreements of the Parties.

6. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, and heirs of the Parties.

7. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with, the internal laws of the State of Colorado, without giving effect to principles and provisions thereof relating to conflict or choice of laws and irrespective of the fact that any one of the Parties is now or may become a resident of a different state. The Parties hereby consent to the personal jurisdiction

of the competent courts of Boulder County, State of Colorado, for any legal or equitable proceeding arising out of or in connection with this Release and Settlement Agreement. The Parties expressly understand, acknowledge, and agree that the covenants and agreements to be rendered and performed by the Parties pursuant to this Agreement are special, unique, and are of an extraordinary character, and in the event of any default or breach, the other Party shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, and without prejudice to any other rights and remedies that the Party may have for a breach of this Agreement. Nothing herein shall be construed as prohibiting either Party from pursuing any other remedies available for such breach or threatened breach, including recovery of damages. If any legal or equitable action arises relating to the enforcement of this Agreement, the prevailing Party shall be awarded all court costs, expenses, and reasonable attorneys' fees.

8. **HEADINGS.** The headings used in this Agreement are for the convenience of the Parties only. As such, these headings shall not have any legal effect whatsoever or, in any other way alter or modify the meaning or interpretation of Agreement.

9. **SEVERABILITY.** If any provision of this Agreement should be declared to be unenforceable, with the exception of the release of all claims and counterclaims as identified above in this Agreement, then the remainder of this Agreement shall continue to be binding upon the Parties.

10. **EXECUTION IN COUNTERPARTS.** This Settlement Agreement may be executed in counterparts, each of which shall have full force and effect upon execution by all Parties to this Release and Settlement Agreement.

11. **WARRANTIES.** The Parties expressly warrant that they have carefully and completely read the terms of this Agreement. The Parties expressly warrant that they have had the opportunity to consult with counsel prior to executing this Agreement, that they fully understand the terms of this Agreement, and that they enter into this Agreement knowingly and voluntarily, and without coercion, duress or undue influence. The Parties expressly acknowledge that they believe the terms of this Agreement are appropriate to reach a full and final settlement of all potential claims and counterclaims in the dispute as outlined in this Agreement. The Parties expressly understand, acknowledge, and agree that signing of this Agreement shall be forever binding, and no rescission, modification, or release of the Parties from the terms of this Agreement will be made for mistake or any other reasons. The Parties represent that they are legally competent to execute this Agreement. The Parties

further warrant and acknowledge that no promise or inducement has been offered except as set forth herein and that this Agreement was executed by them without reliance upon any statement or representation by the persons or parties released or their representatives concerning the nature or extent of any damages or any legal liability therefore.

12. AMENDMENT. This Agreement may not be amended except in a writing setting forth such amendment and executed by all Parties.

WHEREFORE, the Parties agree to and accept the terms of this Agreement on the date reflected next to their signatures.

**CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.**

EACH OF THE UNDERSIGNED REPRESENTATIVES OF THE PARTIES HAS READ THE FOREGOING AGREEMENT. EACH OF THE UNDERSIGNED REPRESENTATIVES FULLY UNDERSTAND THAT THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES. EACH OF THE REPRESENTATIVES OF THE PARTIES REALIZES THAT HE, SHE, OR IT IS RELEASING CLAIMS THAT EACH OF THE PARTIES MAY HAVE AGAINST THE OTHER AS SET FORTH ABOVE. EACH OF THE UNDERSIGNED REPRESENTATIVES ALSO REPRESENTS AND ASSERTS THE CAPACITY AND CAPABILITY OF EVALUATING THIS MATTER AND DECIDING HOW TO PROCEED. EACH OF THE PARTIES WAS AFFORDED THE OPPORTUNITY TO OBTAIN A LAWYER'S ADVICE AND IN FACT RECEIVED SUCH ADVICE RESPECTING THE MEANING, INTENT, SCOPE, AND PURPOSE OF THIS AGREEMENT BEFORE SIGNING THE AGREEMENT.

*[Signature Pages Follow]*

TELLURIDE BLUEGRASS FESTIVAL PBC.  
D/B/A PLANET BLUEGRASS

By: *Craig Ferguson*  
Craig Ferguson, President

Date: 6/22/21

*Craig Ferguson*  
Craig Ferguson, an Individual

Date: 6/27/21

PLANET BLUEGRASS ANNEX, LLC,  
a Colorado limited liability company

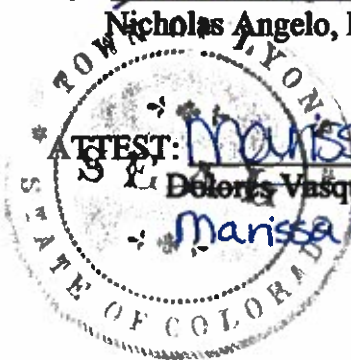
By: *Craig Ferguson*  
Craig Ferguson, Managing Member

Date: 6/22/21

TOWN OF LYONS, COLORADO

By: *Nicholas Angelo*  
Nicholas Angelo, Mayor

Date: 6/23/21



ATTEST: *Marissa Davis*  
*Delores Vasquez*, Town Clerk  
*Marissa Davis*, Deputy Town Clerk