

**EXHIBIT O**  
Employee Housing Agreement

**EMPLOYEE HOUSING PLAN AND AGREEMENT  
BETWEEN COAL SEAM, LLC AND THE TOWN OF NEW CASTLE, COLORADO**

THIS employee Housing Plan and Agreement (this "Agreement") is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the "Effective Date"), by and between **COAL SEAM, LLC**, a Colorado limited liability company and/or its assigns (the "Owner"), whose principal office is 1101 Village Rd. #LL 1B, Carbondale, CO 81623, and the **Town of New Castle, Colorado**, a Colorado municipality ("Town"), by its Board of Trustees, whose address is 450 W. Main Street, New Castle, CO 81647.

**RECITALS**

WHEREAS, Owner is the owner of Lot 1, Parcels 1A and 1B depicted on the Final Plat ("Property"), which is being developed by Coal Seam, LLC ("Developer"); and

WHEREAS, on \_\_\_\_\_ the Town, by Resolution No. \_\_\_\_\_ approved the Final Plat for the Coal Seam PUD Subdivision, recorded on \_\_\_\_\_ as Reception No. \_\_\_\_\_ (the "Final Plat"); and

WHEREAS, on \_\_\_\_\_ the Town, by Resolution No. \_\_\_\_\_ approved the site plan and construction of a 71-room hotel in addition to three mixed use buildings including 4 apartments on the Property (the "Campus"); and

WHEREAS, although the Town of New Castle Code does not currently require the provision of employee housing units as part of the approval process for the PUD, the Owner has voluntarily agreed to provide four (4) residential units for rent. use by employees of the Campus or the Town of New Castle, local business employees and free market rental housing in an effort to mitigate local housing deficiencies; and

WHEREAS, the Parties desire to set forth the terms and conditions memorializing how the residential rental units will be occupied as employee rental units.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**A. Rental Units.**

1. Within the Campus there are 4 residential apartments, consisting of four 1-bedroom units which are set forth on Exhibit A. Owner agrees to restrict the apartments as employee rental units ("Rental Units") according to this Agreement.

2. Upon the issuance of a Certificate of Occupancy, the Rental Units will be offered for lease on an annual basis, under a Lease Agreement that conforms with the State of Colorado statutes.
3. . First preference potential tenants shall be employees of the Campus (“Campus Employees”). Second preference potential tenants shall be employees of the Town of New Castle (“Town Employees”). Third preference to local employees of businesses within the zip code 81647. In the event there are not any Campus Employees, town Employees or local business employees desiring to lease within the Campus, the Owner shall have the right to rent to anyone regardless of how or where they are employed (“Free Market Tenants”). The monthly rental for all Units may be set at prevailing market rental rates.

**B. Location; Notice of Vacancy; Application Process.**

1. Prior to the issuance of a Certificate of Occupancy, the Rental Units will be offered to qualified Campus Employees, such as employees of the Hotel, Restaurant or other commercial or retail businesses at the prevailing market rental rate as determined by the Owner. As vacancies occur, the Owner shall have the right to first offer the Rental Unit to other perspective Campus Employees.
2. In the event there are no Campus Employees desiring to rent the unit, the Owner shall provide 30 days’ written notice (“Vacancy Notice”) to the Town. The Town will then have the authority and opportunity to designate a qualifiable Town employee as a perspective tenant, at the prevailing market rental rate as determined by the Owner.
3. In the event there are no Campus or town Employees desiring to rent, the units shall be available to local TONC business employees

Within 14 days of receiving the Vacancy Notice from Owner, the Town shall provide Owner with the name and rental application of the Town Employee it desires to provide the opportunity to lease the Rental Unit to. The Owner has the right to conduct a reasonable investigation of any proposed tenant and may accept or reject the proposed tenant in any manner as allowed by Colorado statute.

4. If the proposed Town Employee is rejected by the Owner, the Town shall have an additional 7-day time period to find a second perspective Town Employee. If the Town does not designate a Town Employee with the above-described time periods, or if the

Owner reasonably rejects the second perspective Town or Town of New Castle Business Employee, the Owner shall have the right to lease that Rental Unit for a period of 12 months to a Free Market Tenant at the prevailing rental market rate. Upon vacancy of the Free Market Tenant, and if there is not a Campus Employee to fill the vacancy, Owner shall re-offer the Rental Unit to the Town pursuant to the procedure described above.

**C. Management.**

1. All residential tenants, whether they are Campus Employees, Town Employees or Free Market Tenants, shall sign the same Lease Agreement and shall be subject to the same rules and restrictions as other occupants of the Project.
2. Owner reserves the right to terminate any tenant's Lease Agreement for cause, including unreasonable interference with other tenants' quiet enjoyment, substantial violations as described by the lease or applicable law, or nonpayment of rent. In the event a tenant is removed or evicted, and there is not a perspective Campus Employee available, the Owner shall provide written notice to the Town, which will have a 14-day period to provide the Owner with a perspective Town Employee's name and rental application.
3. If the proposed Town Employee is rejected by the Owner, the Town shall have an additional 7-day time period to find a second perspective Town Employee. If the Town does not designate a Town Employee with the above-described time periods, or if the Owner reasonably rejects the second perspective Town Employee, the Owner shall have the right to lease that Rental Unit for a period of 12 months to a Free Market Tenant at the prevailing rental market rate. Upon vacancy of the Free Market Tenant, Owner shall re-offer the Rental Unit to the Town pursuant to the procedure described in paragraphs B 4 and B 5 above.

**D. Other Provisions**

1. All notices required or permitted hereunder or under any related agreement or instrument shall be deemed delivered when delivered personally, electronically, or two days after mailing via certified mail, return receipt requested, or registered mail, to a party at the address set forth below or to such address as a party may in writing hereafter direct:

Owner:

Coal Seam, LLC  
Attention: Abdi Pirzadeh  
1101 Village Rd. #LL 1B,  
Carbondale, CO 81623

[abdi@aspenbuilt.net](mailto:abdi@aspenbuilt.net)

Town of New Castle:

David Reynolds, Town Administrator  
P.O. Box 90  
New Castle, CO 81647

[dreynolds@newcastlecolorado.org](mailto:dreynolds@newcastlecolorado.org)

2. This Agreement, including Owner's commitment to provide any type of Rental Units, shall automatically expire twenty (20) years after the issuance of a certificate of occupancy for the first Rental Unit (the "Expiration Date"). If the Town wishes to extend this Agreement after the Expiration Date, the Town shall approach Owner (or its successors or assigns) prior to the Expiration Date, and the Town and Owner shall re-negotiate in good faith the terms of a renewed Employee Housing Plan and Agreement for the Project.
  
3. This Agreement may be recorded as a covenant against the Property. This Agreement shall be binding upon the parties hereto and their successors, personal representatives, heirs, and assigns. This Agreement and the other documents related hereto set forth the entire subject matter of the parties' agreement with respect to the subject matter hereof, and may not be amended or modified except by a writing executed by all the parties. This Agreement shall be governed in all respects by the laws of the State of Colorado, with venue for any disputes in Garfield County. In the event any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be severed or modified to the extent necessary to render it enforceable, and as so severed or modified this Agreement shall continue in full force and effect. This agreement may be executed in counterparts, which taken together shall constitute a single original. Facsimile signatures hereon shall be deemed the same as original signatures. Headings herein are for descriptive and reference purposes only, and shall not affect or define the terms hereof.

In witness whereof, the Parties have executed this Employee Housing Plan and Agreement as of the date first written above.

OWNER:

Coal Seam, LLC

By: \_\_\_\_\_  
Abdi Pirzadeh, Manager

and

TOWN OF NEW CASTLE:

By: \_\_\_\_\_  
Mayor or Town Administrator??