DRAFT
McGEADY SISNEROS, P.C.
August 5, 2014

ADDENDUM NO. 3

Effective Date: August _____, 2014

Agreement: Agreement (Professional Design Services) by and between Beebe Draw Farms Authority and Halcyon Design LLC, dated September 10, 2013.

Purpose of Addendum No. 3:

Amend scope of services to include additional services as set forth on Exhibit 1, attached hereto and incorporated herein.

CHANGE IN AGREEMENT PRICE:
Original Price: Not to exceed $2,500
Changes from Prior Addenda: Addendum 1: $1,980 increase Addendum 2: $2,772 increase
Increase of this Addendum: ● $47,486, as detailed on Exhibit 1, attached hereto and incorporated herein.
Price with all Approved Addenda: Not to exceed $54,738, unless otherwise approved in writing

CHANGE IN TERM OF AGREEMENT:
Original Term: Expires ____
New Term: Expires ____
Agreement Time with all Approved Addenda: ____

APPROVED:	
BEEBE DRAW FARMS AUTHORITY	
By:	
	President

APPROVED:	
HALCYON DESIGN LLC	
By:	
Its:	

EXHIBIT 1
TO ADDENDUM NO. 3

AIA B102-2007
ADDENDUM #3

THIS **AIA B102-2007 ADDENDUM No. 3** ("**Addendum**") is entered into and effective as of the _____ day of August, 2014, by and between **BEEBE DRAW FARMS AUTHORITY**, an authority and separate legal entity duly created pursuant to Section 29-1-203, Colorado Revised Statutes ("C.R.S.") (the "**Authority**"), and **HALCYON DESIGN, LLC**, a Colorado limited liability company (the "**Consultant**") (each a "**Party**" and, collectively, the "**Parties**").

RECITALS

A. Pursuant to that certain Authority Establishment Agreement dated April 12, 2011, between Beebe Draw Farms Metropolitan District No. 1 and Beebe Draw Farms Metropolitan District No. 2 (collectively, the "**Districts**") (the "**Establishment Agreement**"), the Authority shall own, operate, maintain, finance and construct certain public improvements for the benefit of the Districts.

B. The Districts are located within a project located in Weld County, Colorado, commonly known as Pelican Lake Ranch.

C. Pursuant to the Establishment Agreement, the Authority is permitted to enter into contracts and agreements affecting the affairs of the Authority.

D. The Authority and Halcyon previously entered into that certain AIA Document B102-2007 Agreement dated September 10, 2013 (the "**AIA Contract**"), regarding the Pelican Lake Ranch Professional Design Services project (the "**Project**").

E. The AIA Contract allows for written amendments executed by both Parties ("**Addendum**").

F. The Authority anticipates constructing, or causing the construction of, a pre-engineered steel community maintenance building (the "**Maintenance Facility**").

G. Halcyon has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the "**Maintenance Facility Services**"), and is willing to provide such Services to the Authority for reasonable consideration.

H. Upon execution of the AIA Contract, Halcyon granted to the Authority a nonexclusive license (the "**License**") to use Halcyon's Instruments of Service (as defined below) solely and exclusively for the Project, provided that the Authority substantially performs its obligations under the AIA Contract.

I. The Parties desire to amend the AIA Contract to clarify the definition of Instruments of Service as well as the ownership and use by the Authority of the Maintenance Facility Instruments of Service.

J. The Parties also desire to amend the AIA Contract to establish the terms by which the Consultant will provide the Maintenance Facility Services to the Authority.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Maintenance Facility Instruments of Service** shall consist of all written materials maintained by or coordinated by Halcyon in connection with performance of this Addendum, including but not limited to all engineer designs, civil engineer drawings, landscape drawings, architectural drawings, structural drawings, mechanical drawings, electrical drawings, and/or plumbing drawings, in whatever form (each an "**Instrument of Service**" and collectively, the "**Instruments of Service**").

(a) Halcyon shall maintain reproducible copies of all Maintenance Facility Instruments of Service and shall make them available for the Authority's use, and shall provide such copies to the Authority upon request at reasonable commercial printing rates.

(b) Pursuant to the AIA Contract, in the event the Authority uses the Maintenance Facility Instruments of Service without retaining the author(s) of same, the Authority releases Halcyon and Halcyon's consultants from any claims and causes of action arising from any such uses, and, to the extent permitted by law, the Authority agrees to indemnify and hold harmless Halcyon and its consultants from all costs and expenses, as described in Section 3.3.1 of the AIA Contract.

2. **Instruments of Service License Agreement**. The License shall survive the term of the AIA Contract, unless, as provided in the AIA Contract, Halcyon terminates the AIA Contract pursuant to Section 5.3 and 5.4 thereof.

3. **Compensation.** Halcyon shall be paid as set forth in **Exhibit A** attached hereto with a total contract amount not to exceed $47,486, unless otherwise approved in advance by the Authority in writing. Halcyon is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit A**, unless otherwise approved in advance by the Authority in writing.

4. **Subject to Annual Budget and Appropriation; Authority Debt**. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Authority hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the Authority within the meaning of any Colorado constitutional provision or statutory limitation.

[SIGNATURE PAGE TO ADDENDUM NO. 3]

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year first above written.

Consultant:
HALCYON DESIGN, LLC, a Colorado limited liability company
By: _____
Its: _____

Authority:
BEEBE DRAW FARMS AUTHORITY
By: _____
President

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION