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RESOLUTION.

BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE TOWN OF BRECKENRIDGE, That that certain form of contract dated the 2<sup>nd</sup> day of October, 1923, as a contract between the Mayor and Board of Trustees of the Town of Breckenridge, Summit County, Colorado, and the Tonopah Placers Company, presented to the Mayor and Board of Trustees on this date, be approved, and that the Mayor be and is hereby authorized to sign and execute said contract from and on behalf of said Town.

Introduced and Passed at a regular meeting of the Mayor and Board of Trustees of the Town of Breckenridge, Summit County Colorado, held in the Council Chamber within said Town on the 2<sup>nd</sup> day of October, 1923.

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Town Clerk.

Approved this \_\_\_ day of \_\_\_\_\_ 1923.

Irwin B. Thomas

Mayor.

WHEREAS, an agreement was entered into the 2nd day of October, A. D. 1923, by and between TONOPAH PLACERS COMPANY, First Party, and the MAYOR AND BOARD OF TRUSTEES OF THE TOWN OF BRECKENRIDGE, Second Party, in reference to certain dredging operations intended to be conducted within the Town of Breckenridge, and

WHEREAS, differences have arisen between the said parties which it is desired to compromise and settle, and

WHEREAS, First Party named therein is desirous of paying to Second Party named therein a definite sum of money in lieu of further performance under said contract, and

WHEREAS, by such payment it has been agreed between the said parties, that all the obligations on the part of said First Party under said contract and under the surety bond given in pursuance thereof, have been completely and effectually performed, fulfilled, and satisfied,

NOW, THEREFORE, BE IT RESOLVED by the MAYOR AND BOARD OF TRUSTEES OF THE TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado, as follows:-

First: That we agree to accept from TONOPAH PLACERS COMPANY the sum of Three Thousand (\$3,000.00) Dollars in lieu of further performance under the said contract of October 2nd, A. D. 1923, and as full payment, satisfaction and compromise of all obligations to this date, or that may hereafter arise in our favor/and against <sup>under said contract</sup> said TONOPAH PLACERS COMPANY and the NATIONAL SURETY COMPANY, which executed the surety bond given to us pursuant to said agreement of October 2nd, A. D. 1923.

Second: That provided the said sum of Three Thousand (\$3,000.00) Dollars is paid to the <sup>Clerk and</sup> Recorder of the TOWN OF BRECKENRIDGE within ten (10) days from the date hereof, the said TONOPAH PLACERS COMPANY, for such consideration, is hereby released and discharged from any and all obligations now accruing, or hereafter accruing, in respect

to contract between said TONOPAH PLACERS COMPANY and ourselves, dated October 2nd, A. D. 1923; and for the same consideration, NATIONAL SURETY COMPANY, the bondsman which furnished bond for Five Thousand (\$5,000.00) Dollars, as provided for in said contract dated October 2nd, A. D. 1923, is hereby released and discharged from any and all obligations by it to the TOWN OF BRECKENRIDGE by said TONOPAH PLACERS COMPANY and/or by said NATIONAL SURETY COMPANY, growing out of the said contract of October 2nd, A. D. 1923, and the surety bond given pursuant thereto, are, and each of them is, hereby discharged, released, compromised, and forever settled.

*John B. Thomas*

Mayor

Attest:

*Thomas Lockington*

Town Clerk.

Introduced, read and passed at an adjourned regular meeting of the Mayor and Board of Trustees of the Town of Breckenridge, Summit County, State of Colorado, held in the Council Chambers of the said Town of Breckenridge, on the 5th day of April, A. D. 1928.