

Whereas - An Agreement was entered into the 2nd day of October A. D. 1923 by and between Tompach Placer Co 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 performance thereof have been completely and effectually performed

Now Therefore be it provided 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 Tompach Placer Co the sum of Three Thousand (\$3,000⁰⁰) Dollars in lieu of further performance under the said Contract of October 2nd A. D. 1923 and as full payment. Satisfaction and compromise for that they hereafter arise in our favor and against said Tompach Placer Company and the National Surety Company and the Surety Bond given to us pursuant to said Agreement of October 2nd A. D. 1923

Second That provided the said sum of \$3,000⁰⁰ Three Thousand Dollars is paid to the Clerk and Records of the Town of Breckenridge within (10) Ten days from the date hereof the said Tompach Placer 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 Tompach Placer 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 (\$5,000⁰⁰) 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 Joseph Bacon Company and or by said National Surety Company growing out of said Contract of October 2nd A D 1923 and the Surety Bond given pursuant thereto are and each of them is hereby discharged, released and compromised. and for ever settled.

Fred B Thomas Mayor

Walter Thomas Town Clerk

Town Clerk

Subscribed, 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 Chamber of the said town of Breckenridge on the 15th day of April A D 1923.