EXHIBIT 1

AGREEMENT for 39 OPHIR DR., DURANGO, CO

This Agreement, entered into this 1st day of October, 2019, (the "Agreement") is between **James Burger & Nancy Burger, husband and wife, and James Burger, Trustee of the James M. Burger Trust,** ("Burger"), and **Todd Macon and Brenda Macon, husband and wife,** ("Macon").

Background

In December, 2013, Burger purchased 39 Ophir Dr., Durango, CO (the "Property") for $650,000.00. Burger used savings of $353,000.00 for the down payment and obtained a mortgage for the remaining balance. Burger and Macon moved into the Property with the intention that the Property be the primary residence of the parties. Burger subsequently transferred ownership of the Property to the James M. Burger Trust.

The parties intended that they would share in the principal, interest, taxes, insurance, capital expenses, maintenance, and repairs 50/50. As of the date of this Agreement, the parties have followed this plan.

The parties further intended that at such time as the Property is sold that the sale price will be distributed in this order as follows:

1. Payment of closing costs.
2. Payoff of mortgage and interest.
3. Payment of $353,000.00 to Burger or to the James M. Burger Trust.
4. Reimbursement of any advancements made by either party.
5. Remaining funds to be divided equally and paid ½ to Burger or the James M. Burger Trust and ½ to Macon.

The parties wish to put their understandings in writing.

Burger and Macon intend that the purpose of this Agreement is to define their rights regarding their respective interests in the Property

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Agreement

NOW THEREFORE, Burger and Macon, each intending to be legally bound hereby, agree as follows:

1. *Incorporation of Background.* The facts stated in the "Background" section of this Agreement are incorporated herein by reference.

2. *Distribution of Sale Proceeds.* If the Property is sold to a person who is not a party to this Agreement, or if the Property is sold at a judgment or foreclosure sale held by a person not a party hereto, then the proceeds of the sale shall be allocated as follows:

a. First, to pay costs of the sale, including any broker's commission, title and escrow costs, legal fees, and related expenses;

b. Next, for payment of current real property taxes and assessments on the Property and of those liens including mortgage liens and;

c. Next, to reimburse Burger or the James M. Burger Trust $353,000.00 for funds advanced for the down payment.

d. Next, to reimburse either Party for any capital expenses, improvements, taxes, paid by one party for the benefit of both parties, as shown on a ledger kept by both parties ("Advancements"). Burger shall also be reimbursed for any capital gain taxes or any type of tax due as a result of the sale of the property.

e. Next, for payment to the parties of the remaining balance in equal shares.

4. *Sharing of Expenses and Duties.* Each party is responsible to pay one half of the obligation of any first mortgage financing, including principal, interest, any late fees, taxes and insurance, utilities and maintenance on a monthly basis

5. *Limitation of Authority.* Except in case of an emergency, no repair or improvement to the Property costing in excess of Five Hundred Dollars ($500.00) shall be made by either party without first having obtained the prior written consent from the other.

6. *Second Mortgage.* There is currently no second mortgage on the Property. However, in the event that Burger takes out a second mortgage loan secured by the Property to benefit only Burger, they shall be totally responsible for repayment. If the parties jointly agree to

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take out a second mortgage loan to benefit Burger and Macon and/or the Property, then Burger and Macon shall be jointly responsible for repayment.

7. *Default.* If any party fails to make a payment required of such party on the date such payment is due under this Agreement, then the other party shall be entitled to give notice to the defaulting party that if such delinquent payment, and any charges and expenses, have not been made within fifteen (10) days of the due date, then the non-delinquent party shall be entitled to advance such funds, which will be reimbursed at the time of sale.

8. *Notices.* Any written notice to any of the parties required or permitted under this Agreement shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or if sent via email or text, or on the second business day after mailing if mailed to the party to whom notice is to be given, by first class, certified return receipt requested, postage prepaid, and addressed to the addressee at the address of the Property, or at the most recent address, specified by written notice, given to the sender by the addressee under this provision.

9. *Memorandum of Agreement.* The Parties agree that this Agreement shall not be recorded.

10. *Effective Date.* The terms of this Agreement are effective as of Nov. 25, 2013, the date on which title to the Property was conveyed to Burger.

11. *Interpretation; Governing Law; Waiver of Jury Trial.* If any provision of this agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. Pronoun references to the singular number shall include the plural, and vice versa, and pronoun references to any gender shall be construed to include all genders, as the context may require. The headings of the individual paragraphs or sections of this agreement are for ease of reference only, and do not define, modify or control over the actual text of the paragraphs or sections. This agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. **TO THE EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO WAIVE TRIAL BY JURY.**

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12. *Counterparts.* This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

13. *Entire Agreement; Amendments.* This Agreement represents the final agreement of the parties hereto with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns. There are no prior, contemporaneous or other agreements, representations, warranties or promises except as set forth in this agreement. No amendment of this agreement shall be effective against a party unless it is in writing, dated and executed by the party against whom it is asserted.

IN WITNESS WHEREOF, the parties hereto, with intent to be legally bound hereby, cause this agreement to be executed under seal as of the date first above written.

James M. Burger
James Burger
Date: Sept 30th., 2019

Nancy Burger
Nancy Burger
Date: Sept 30, 2019

The James M. Burger Trust
James M. Burger
By: James M. Burger, Trustee
Date: Sept 30th., 2019

Todd Macon
Date: 9/30, 2019

Brenda Macon
Brenda Macon
Date: 9-30, 2019