

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the “**Agreement**”) is made as of this ____ day of _____, 2022 (the “**Approval Date**”), by and between the TOWN OF WINTER PARK, a Colorado home rule municipal corporation with an address of 50 Vasquez Road, P.O. Box 3327, Winter Park, Colorado 80482 (the “**Town**”), JAC COLORADO II, LLC, a Colorado limited liability company with an address of 747 Sheridan Blvd., #7D, Lakewood, Colorado 80214 (“**JAC**”), COOPER CREEK WP, LLC, a Colorado limited liability company with an address of 747 Sheridan Blvd., #7D, Lakewood, Colorado 80214 (“**CCWP**”), STATION WP, LLC, a Colorado limited liability company with an address of 747 Sheridan Blvd., #7D, Lakewood, Colorado 80214 (“**SWP**”), and WINTER PARK TOWER, LIMITED LIABILITY COMPANY, a Colorado limited liability company with an address of P.O. Box 3233, Winter Park, Colorado 80482 (“**WPT**”) (JAC, CCWP, SWP and WPT and their successors and assigns are sometimes hereinafter referred to individually as an “**Owner**”, and collectively as the “**Owners**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 2**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 3**”), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 4**”), and COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 5, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 5**,” and collectively with District No. 1, District No. 2, District No. 3 and District No. 4, the “**Districts**”) (collectively the “**Parties**” and each a “**Party**”).

RECITALS

A. JAC owns all of that certain real property legally described on Exhibit 1.1 attached hereto, which property is currently located in unincorporated Grand County, Colorado (the “**Cooper Creek Village Property**”).

B. The Winter Park Town Council (the “**Town Council**”) is the governing body of the Town, with the legal authority to approve annexation of unincorporated territory into the Town pursuant to the Colorado Municipal Annexation Act, C.R.S. §§ 31-12-101, *et seq.* (the “**Annexation Act**”) and to confer vested rights as defined in and pursuant to C.R.S. §§ 24-68-101, *et seq.* (the “**Vested Rights Act**”).

C. JAC has executed and filed with the Town eleven Petitions for Annexation of the Cooper Creek Village Property into the Town (collectively, the “**Petitions**”), which Petitions were found by the Town Council to be in substantial compliance with the requirements of the Annexation Act, and the Cooper Creek Village Property was found by the Town Council to be eligible for annexation under the Annexation Act.

D. JAC proposes to develop the Cooper Creek Village Property as a mixed-use commercial and residential development featuring single-family residences, multi-family

residences, hospitality and lodging, commercial uses, roads and streets, utilities, a gondola, recreational uses including trails, parks and open space, and other amenities (“**Cooper Creek Village**”).

E. In accordance with Title 7 of the Town Code of Winter Park, the Town’s Unified Development Code (the “**UDC**”), the Owners jointly submitted a Final Development Plan (the “**FDP**”) for the Cooper Creek Village Property and certain other real property known as the “**Cooper Creek North Parcels**” and the “**Cooper Creek South Parcel**” legally described on Exhibit 1.2 and Exhibit 1.3, respectively, attached hereto. The FDP includes with respect to the Cooper Creek Village Property, the Cooper Creek North Parcels and the Cooper Creek South Parcel (collectively, the “**FDP Properties**”), the FDP Narrative, Existing Conditions Plan, Final Land Use Plan, Final Zoning Plan, Final Multi-Modal Plan, Conceptual Grading Plan, Final Open Space and Trails Plan and Roadway Report. The FDP is an exhibit to that certain Development Guide Agreement by and between the Parties entered into contemporaneously with this Agreement (the “**Development Guide Agreement**”).

F. The Owners anticipate developing portions of the FDP Properties (the “**Project**”) at such time as financial resources and market conditions support each phase, in multiple phases (each, a “**Phase**”). Development of the FDP Properties will require the Owners and/or Districts to make substantial and extraordinary investments in on-site and off-site public improvements required to be completed in connection with development of the Project (the “**Public Improvements**”), as the same are more fully described in the Development Guide Agreement.

G. The Districts are being formed pursuant to C.R.S. § 32-1-101, *et seq.*, for the purpose of financing and constructing any or all of the Public Improvements and for providing certain public services to the FDP Properties, and, as of the Approval Date, the Town Council has approved a service plan (each, a “**Service Plan**”) for each District as required by C.R.S. § 32- 1-204.5.

H. The Parties intend that, upon the Town’s approval of the Service Plans for each District concurrently with the Town’s approval of this Agreement and the Development Guide Agreement, and upon the formation of each District, and the ratification of this Agreement by each District’s respective board of directors, then each of the Districts will be deemed a Party to this Agreement.

I. The Parties desire to set forth in this Agreement their understanding relative to the annexation, zoning, development and future use of the Cooper Creek Village Property, and the zoning, development and future use of the Cooper Creek North Parcels and the Cooper Creek South Parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. General Provisions.

1.1. Incorporation of Recitals. The foregoing Recitals are incorporated into and made substantive provisions of this Agreement.

1.2. Defined Terms. Any initially capitalized terms used but not defined herein shall have the definitions attributed to them in the Development Guide Agreement.

1.3. Nature of Agreement. The Town Council's approval of the Development Guide Agreement concurrently with this Agreement constitutes approval of the site specific development plan described in the Development Guide Agreement and establishes vested property rights for the FDP Properties pursuant to Article 68 of Title 24, C.R.S., as amended.

1.4. Legal Challenge. As used in this Agreement, "**Legal Challenge**" means: any judicial proceeding or other legal action brought by a third party, including referendum or initiative, that challenges this Agreement, the annexation of the Cooper Creek Village Property to the Town (the "**Annexation**"), the zoning of the Cooper Creek Village Property (the "**Zoning**"), the Development Guide Agreement including the FDP, the formation of any of the Districts, the Town's approval of any of the Service Plans, or any of the Town's resolutions or ordinances approving this Agreement, the Annexation, the Zoning, the Development Guide Agreement including the FDP, or the Service Plans. If a Legal Challenge occurs, this Agreement shall not become effective until the entry of a final, non-appealable order resolving such Legal Challenge substantially in favor of the Town and the Owners (the "**Resolution of the Legal Challenge**"). The Parties covenant and agree to cooperate in good faith in the event of a Legal Challenge.

1.5. Effective Date. This Agreement shall not become effective until the date (the "**Effective Date**") that is the later to occur of the following: (a) the date on which the Town Council's approvals of the Annexation, the Zoning, the Development Guide Agreement including the FDP, and the formation of the Districts, (collectively, the "**Approvals**") become final and non-appealable; or (b) the Resolution of the Legal Challenge.

1.6. Rescission without Penalty. Notwithstanding any other provision of this Agreement, should the Approvals or the Resolution of the Legal Challenge not occur, any Party shall be entitled to rescission of this Agreement without any penalty whatsoever and, if the Annexation has been completed, JAC as the Owner of the Cooper Creek Village Property shall be entitled to commence disconnection proceedings pursuant to Section 8 of this Agreement.

1.7. Successful Legal Challenge Contingency. If a Legal Challenge successfully voids, enjoins, or otherwise invalidates this Agreement, the Development Guide Agreement or any portion thereof, or the formation of any of the Districts, and the Parties do not enter into a written agreement to cure the defect, any of the Parties shall have the right to terminate this Agreement and the Development Guide Agreement.

Section 2. Districts.

2.1. Metropolitan Districts. The Town has approved the Service Plans for the Districts to the extent they serve those portions of the FDP Properties now or hereafter owned in fee by the Owners, and the Town agrees that the Districts may exercise any and all powers and functions

permitted by law in accordance with their Service Plans, including the provision of facilities and services to the FDP Properties. Any of the Districts may undertake to finance the design, construction, maintenance, and operation, as applicable, of District-eligible Public Improvements. Wherever this Agreement or the Development Guide Agreement obligates any of the Owners, any of the Districts may perform such obligation and the Town will accept such District's performance of such obligations and allow the District to provide any collateral required by the Town with respect to any Public Improvements, including a separate letter of credit or other acceptable collateral approved by the Town guaranteeing the completion of the Public Improvements.

2.2. Additional Districts. In addition to the Districts, to facilitate financing, maintenance, and development of the Public Improvements, the Parties may agree to create one or more additional metropolitan districts pursuant to C.R.S. § 32-1-101, *et seq.*, general improvement districts pursuant to C.R.S. § 31-25-601, *et seq.*, or one or more special improvement districts pursuant to C.R.S. § 31-25-500.2, *et seq.*

2.3. Amendment of District Boundaries. The boundaries of the Districts may be amended to include additional portions of the FDP Properties that are not already included in any of the Districts as compared to those initially contemplated at the time of Service Plan approval; provided, however, that such inclusion of additional property within the boundaries of the District shall be accomplished prior to the conveyance of any platted lots within the subject property.

Section 3. Forest Management Plan. As a condition of approval of any final plat for all or a portion of the FDP Properties containing natural forest stands, the applicable Owner shall prepare or cause to be prepared a forest management plan, which shall include mountain pine beetle mitigation measures and shall become part of the development improvement agreement associated with such final plat.

Section 4. Water and Wastewater District

4.1. Maximum Level of Development. In addition to the restrictions contained in the Development Guide Agreement, (a) the total permitted DUs, OAU's and CSF which may be developed within the Cooper Creek Village Property shall not exceed a maximum water and sewer tap allocation of those existing single family equivalents already allocated to certain portions of the Cooper Creek Village Property plus 682 single family equivalents, and (b) the total permitted DUs, OAU's, and CSF which may be developed within the Cooper Creek South Parcel and the Cooper Creek North Parcels shall not exceed a maximum water and sewer tap allocation of those existing single family equivalents already allocated to certain portions of the Cooper Creek South Parcel and the Cooper Creek North Parcels plus 333 single family equivalents. The FDP Properties' development at the densities contemplated in the Development Guide Agreement is expressly conditioned upon the ability of Grand County Water and Sanitation District No. 1 ("GCWSD") to serve the FDP Properties with adequate water and sanitary sewer resources. In the event that GCWSD has insufficient water and sanitary sewer resources to serve the FDP Properties, the maximum development densities permitted within the FDP Properties shall be limited to the lesser of (a) the development densities for DUs, OAU's, and CSF set forth in the Development Guide Agreement; or (b) the maximum densities which may be adequately served by the water and sanitary sewer resources which GCWSD has available from time to time, as the

same may be supplemented by dedications or cash payments in lieu of dedication by Owners, or any of them, to GCWSD.

4.2. SFE Calculation. In the event that GCWSD modifies any SFE Equivalent which GCWSD may apply with respect to any property or project within the boundaries of GCWSD, Owners, or any of them, shall be allowed, but not required, to utilize the lowest SFE Equivalent used by GCWSD for purposes of determining the adequacy of water and sanitary sewer resources to serve the Project.

Section 5. Required Infrastructure Improvements

5.1. Subdivision Platting of Areas and Phasing of Public Improvements. JAC or assigns shall be required to construct or commit to construct, prior to the issuance of a certificate of occupancy for any structure, only those Public Improvements described in this Section that the Town deems necessary to provide access or public services to such structure, unless otherwise provided herein. Final approval of any subdivision plat application for any portion or portions of the FDP Properties shall be subject to satisfaction of all applicable requirements of the Town Code of Winter Park, including, without limitation, the UDC, as the same may be amended from time to time (the “**Town Code**”), as the same may be modified by the Development Guide Agreement, including execution of a Town-approved development improvements agreement and deposit of any required financial assurances, including a letter of credit or other form of financial guarantee acceptable to the Town.

5.2. Required Major On-Site Public Improvements.

5.2.1. Road 1 and Road 2. The Roadway Report includes a conceptual plan of the entire road system for the Project. As depicted in the Roadway Report, “**Road 1**” generally serves the eastern portion of the Project and runs parallel to Highway 40, connecting Vazquez Road and Road 2 (as hereinafter defined), and intersecting with Timber Drive. “**Road 2**” generally serves the western portion of the Project and intersects with Timber Drive. Design, construction, dedication and future maintenance of Road 1 and Road 2 shall be subject to the following special terms and conditions:

5.2.1.1. Road 1 and Road 2 Design Standards and Specifications. As described and depicted in the Roadway Report and the FDP, the design and construction of Road 1 and Road 2 and all of their related components, including, without limitation, the drainage, grading, utility placement and access systems and improvements associated with Road 1 and Road 2, shall meet the design standards and specifications outlined in the Roadway Report, and if such standards are silent, then these access systems and improvements shall meet generally applicable standards for permanent roads. JAC or its assigns may propose amendments to the Roadway Report from time to time, which amendments shall require administrative approval by the Town Manager.

5.2.1.2. Obligation to Construct Road 1 and Road 2. JAC or its assigns shall cause to be constructed certain portions of Road 1 or Road 2 following final approval, execution, and recordation of the first subdivision plat for any portion(s) of the FDP Properties for which access is provided by Road 1 or Road 2, respectively. Such portions of Road 1 or Road 2

shall be completed prior to the Town's issuance of any building permits for structures to be accessed via Road 1 or Road 2, respectively. Road 1 and Road 2 may be constructed in phases, so long as those portions of Road 1 and Road 2 which are necessary to serve any structures are completed prior to the issuance of building permits for such structures. Notwithstanding the foregoing, however, Road 2 is required to be constructed and completed at or before completion of the Road 1 bridge over the Union Pacific Railroad right-of-way. The cost of construction of the Road 1 right-of-way bridge shall be the obligation of JAC or its assigns, with the Town contributing the sum of \$800,000 toward hard and soft construction costs upon preliminary acceptance of the bridge by the Town. All portions of Road 1 and Road 2 shall be constructed as permanent roads according to Town standards in effect at the time of dedication. Road 2 is only required to be completed and dedicated to the Town at the time of dedication of Road 1 only if Road 1 and the bridge over the Union Pacific Railroad right-of-way are constructed and dedicated to the Town. In addition to the foregoing, Road 1 is required to include a divided median in a portion of Road 1 that is located south of Road 2, the cost of construction of which shall be the obligation of JAC or its assigns. The maintenance, repair and replacement of the Road 1 divided median will not be the Town's responsibility and shall be assigned to the Master Owner's Association or a District.

5.2.1.3. Dedication and Acceptance of Road 1 and Road 2 for Maintenance. The Road 1 and Road 2 rights-of-way shall be dedicated to and accepted by the Town for permanent maintenance as follows:

5.2.1.3.1. Road 1 and Road 2 shall be dedicated to the Town either by plat or deed no later than two (2) years following the completion of public access to Timber Drive, and the Town shall accept the dedication of the same, but the Town shall not be responsible for the related maintenance, repair, and replacement responsibilities for such road, until the events specified in this Section have occurred.

5.2.1.3.2. Following dedication to the Town, the Town shall assume the obligation to maintain, repair, and/or replace, as applicable, Road 1 (excluding the divided median) and Road 2 (individually, the "**Relevant Road**") after the last of the following occurs with respect to the Relevant Road (such date being hereinafter referred to as the "**Road Maintenance Trigger Date**"): (a) the Town has finally accepted the Relevant Road segment after expiration of the required two year warranty period in accordance with the terms of the development improvements agreement permitting initial construction of the Relevant Road segment; (b) certificates of occupancy (whether temporary or final) have been obtained for no less than twenty-five percent (25%) of the DUs, where applicable, or twenty-five percent (25%) of the OAU's or CSF, as applicable, platted on any final subdivision plat of a portion or portions of the Property that includes the Relevant Road segment, other than that portion of Road 1 from Vasquez Road to the Road 1-Road 2 intersection and all of that portion of Road 2 that does not have any certificate of occupancy threshold percentage as a condition of Town maintenance, repair and replacement as hereinafter provided; and (c) sufficient contiguous portions of Road 1 and/or Road 2 have been completed to allow for continuous access to the Relevant Road segment, and, to the extent the Relevant Road segment results in a dead-end, a temporary turnaround area or hammerhead has been constructed at the end of the Relevant Road segment sufficient in the Town's determination to permit emergency services and maintenance vehicles to safely access the Relevant Road segment. Notwithstanding the foregoing, however, the Town shall accept for

maintenance, repair and replacement all of Road 1, Road 2, the bridge over the Union Pacific Railroad right-of-way, and the roadway connection of Road 1 to Timber Drive upon expiration of the two-year warranty period following preliminary acceptance of the last of the foregoing infrastructure improvements by the Town if, and only if, such improvements are determined by the Town to be in acceptable condition at that time.

5.2.2. Drainage. The Drainage Plan is included in the FDP. Any subsequent drainage plan for any portion of the FDP Properties shall comply with all applicable Town design standards and specifications. Owners, as applicable, shall only be required to construct or cause to be constructed those portions of the drainage improvements described in the Drainage Plan or required by the Town Code.

5.2.3. Gas Service. Owners, as applicable, shall cause to be constructed, prior to the issuance of certificates of occupancy for any structures which will receive such service, all extensions of existing gas distribution pipelines, facilities, and appurtenances within the FDP Properties necessary to provide natural gas service to the individual subdivision(s) created within the FDP Properties to the extent natural gas service to the FDP Properties is commercially available. Owners, as applicable, shall dedicate or otherwise convey to the applicable natural gas utility provider, easements, and rights-of-way for the installation, operation, maintenance, repair, and replacement of such natural gas distribution pipelines, facilities, and appurtenances as are reasonably necessary in order for the natural gas utility provider to provide natural gas service to the individual subdivision(s) within the FDP Properties. Such conveyances shall be made at the time of final subdivision platting of each portion or portions of the FDP Properties requiring an extension of the applicable gas distribution pipelines, facilities, and appurtenances to serve the subdivision being platted.

5.2.4. Electric Service. Owners, as applicable, shall cause to be constructed, prior to the issuance of certificates of occupancy for any structures which will receive such service, all extensions of existing electric service lines, facilities, and appurtenances within the FDP Properties necessary to provide electric service to the individual subdivision(s) created within the FDP Properties. Owners, as applicable, shall dedicate or otherwise convey to the applicable electric utility provider easements and right-of-way for the installation, operation, maintenance, repair, and replacement of such electric service lines, facilities, and appurtenances as are reasonably necessary in order for the electric utility provider to provide electric service to the individual subdivisions within the FDP Properties. Such conveyances shall be made at the time of final subdivision platting of each portion or portions of the FDP Properties requiring an extension of the applicable electric service lines, facilities, and appurtenances to serve the subdivision being platted.

5.2.5. Treated Water and Wastewater Service. The FDP Properties may receive treated water and central wastewater services from GCWSD pursuant to its standard rules, regulations, and requirements and in accordance with the terms of any inclusion agreement between Owners, as applicable, and GCWSD. Owners, as applicable, shall be required to construct or cause to be constructed, at the applicable Owner's sole cost and expense, all extensions of existing water and wastewater main line or service lines as may be required by GCWSD in accordance with its standard rules, regulations, and requirements. In addition, GCWSD may approve the use of well and individual sewage disposal systems within portions of the FDP Properties, subject to applicable federal, state, or local permitting regulations, and upon such

approval and issuance of such permits, the Town shall allow such use within its municipal boundaries.

5.3. Interior Subdivision Public Improvements. The following Public Improvements will be required in connection with the development of the Project.

5.3.1. Interior Subdivision Roads and Driveways. Other than the roads described in Section 5.2 and 5.4, the Interior Road Improvements will meet the design standards and specifications set forth in the Roadway Report. Required Interior Roads and connections will be determined and finalized at the time of final subdivision platting for the portion of the FDP Properties containing such roadways. All Interior Road Improvements required as a condition of further development of any portion of the FDP Properties shall be the responsibility of the party seeking additional Town development or building approvals. Interior Road Improvements, up to and including full construction with asphalt, shall be complete prior to the issuance of any certificate of occupancy for any structure accessed or served by the Interior Road Improvements or any portion thereof. Upon completion, the Interior Road Improvements shall be conveyed to either the Master Owners Association or the District for ownership and maintenance.

5.3.2. Drainage. All drainage improvements required as a condition of further development of any portion or portions of the FDP Properties, other than the drainage improvements described in the Drainage Plan, shall be the responsibility of the party seeking Town development or building approvals for improvements necessitating such drainage improvements. Such drainage improvements shall be installed prior to the issuance of any certificate of occupancy for any structure situated on a portion or portions of the FDP Properties which have been designed to contain the applicable drainage improvements. Subdivision plats and/or easements will define drainage improvements that will be owned and maintained by the Town of Winter Park, metropolitan district or assigns.

5.3.3. Gas Service. All extensions of existing gas distribution pipelines, facilities, and appurtenances within individual subdivisions within the FDP Properties necessary to provide natural gas service to the residential and commercial structures to be constructed thereon, to the extent natural gas service to the FDP Properties is commercially available, shall be the responsibility of the party seeking Town development or building approvals for such structures. Such construction shall be required prior to the issuance of any certificate of occupancy for any structure served by the applicable gas distribution pipelines, facilities, and appurtenances. Easements and rights-of-way for the installation, operation, maintenance, repair, and replacement of such natural gas distribution pipelines, facilities, and appurtenances as are reasonably necessary in order for the natural gas utility provider to provide natural gas service to the residential and commercial structures to be constructed, shall be dedicated to the natural gas utility provider by the party constructing such improvements, at such party's sole cost and expense. Such conveyances shall be made at the time of final subdivision platting for the portion of the FDP Properties which have been designed to contain the applicable gas distribution pipelines, facilities, and appurtenances.

5.3.4. Electric Service. All extensions of existing electric service lines, facilities, and appurtenances to be constructed within the FDP Properties necessary to provide electric service to the residential and commercial structures to be constructed thereon shall be the

responsibility of the party seeking Town development or building approvals for such structures. Such construction shall be required prior to the issuance of any certificate of occupancy for any structure served by the applicable electric service lines, facilities, and appurtenances. Easements and rights-of-way for the installation, operation, maintenance, repair, and replacement of such electric service lines, facilities, and appurtenances as are reasonably necessary in order for the applicable electric utility provider to provide electric service to the residential and commercial structures to be constructed, shall be dedicated to the electric utility provider by the party constructing such improvements, at such party's sole cost and expense. Such conveyances shall be made at the time of final subdivision platting for the portion of the FDP Properties which have been designed to contain the applicable electric service lines, facilities, and appurtenances.

5.3.5. Treated Water and Wastewater Service. All extensions of existing water and wastewater main line or service lines to be constructed within the individual subdivision(s) within the FDP Properties as may be required by GCWSD in accordance with its standard rules, regulations, and requirements to provide water and wastewater service to the residential and commercial structures to be constructed thereon, shall be the responsibility of the party seeking Town development or building approvals for such structures. Easements and rights-of-way for the installation, operation, maintenance, repair, and replacement of such main lines, service lines, facilities, and appurtenances as are reasonably necessary in order for GCWSD to provide treated water and central wastewater services to the residential and commercial structures to be constructed on the FDP Properties, shall be dedicated to GCWSD by the party constructing such improvements at such party's sole cost and expense. Such conveyances shall be made at the time of final subdivision platting for the portion of the portion of the FDP Properties, which have been designated to contain the applicable main lines, service lines, facilities, and appurtenances or as otherwise required by GCWSD in accordance with GCWSD standard rules, regulations, and requirements.

5.3.6. Interior Pedestrian Walks and Trails. Non-dedicated pedestrian walks and trails located within each Planning Area will be determined at the time of plat.

5.3.7. Building Permits. An all-weather road (class 6 road surface) as described in Section 5.3.1 shall be constructed prior to issuance of any foundation permit for that portion of the FDP Properties accessed by such roadways. Extensions of existing water and wastewater main lines or service lines as described in Section 5.3.5, ensuring access to operational fire hydrants, shall be complete prior to issuance of any full building permit allowing framing within any portion of the FDP Properties.

5.4. Required Off-Site Infrastructure Improvements.

5.4.1. Vasquez Road and Road 1 Intersection. If at the time of final platting that portion of the Project that includes the intersection of Vasquez Road and Road 1 it is determined that acceleration and deceleration lanes are required to be constructed to serve that intersection, then these improvements shall be constructed within the platted public right-of-way. JAC or assigns shall design and construct the required acceleration and deceleration lanes.

5.4.2. Cooper Creek Square Access and Lions Gate Access. If at the time of final platting that portion of the Project that includes the intersection of the Cooper Creek Square

access road and Lions Gate Road it is determined that acceleration and deceleration lanes are required to be constructed to serve that intersection, then these improvements shall be constructed within the platted public right-of-way. JAC or assigns shall design and construct the required acceleration and deceleration lanes.

5.4.3. Vasquez Rd and US 40. The Cooper Creek transportation impact report indicates that an east bound double left turn lane at Vasquez Rd and US 40 may be required in 2045. Upon determination that the double left turn lane is warranted, JAC or assigns shall complete the required improvements and may seek cost-sharing or reimbursements from other benefitted properties in accordance with Title 9 of the Town Code.

5.4.4. Road 2 and Timber Drive Intersection Redesign and Construction. Subject to the Town's approval, JAC or assigns shall redesign the three-way intersection connection between Road 2 and Timber Drive at the time of subdivision platting that portion of the FDP Properties that contains that intersection. In addition, the roadway classification and related design for the construction of Road 2 shall be determined by the Town as part of the required development improvements agreement at the time of subdivision platting any portion of the FDP Properties that contains Road 2.

5.4.5. Time for Completion. The off-site infrastructure improvements described in this Section shall be completed in accordance with the scheduling guidelines set forth in the Cooper Creek transportation impact report, all as more particularly described in the Development Guide Agreement.

Section 6. Fees and Exactions.

6.1. Limitation on Fees and Exactions. Owners shall pay those impact fees generally applicable to all properties located within the Town's municipal boundaries that may be adopted by the Town after the Approval Date that are not specifically addressed in this Agreement. Each Owner shall pay or cause to be paid only the impact fees and satisfy the dedication requirements set forth in this Section and in the Development Guide Agreement as relates to that Owner's portion of the FDP Properties. If, following the Approval Date, the Town adopts one or more regulations of general applicability that would have the effect of increasing any of the impact fees or dedication requirements specifically addressed in this Section, such increase shall not be applicable to the FDP Properties, any Owner or their respective successors and assigns while this Agreement is in effect.

6.2. School Impact Fees. Each Owner shall pay or cause to be paid applicable school impact fees or make required dedications in lieu thereof for any given Phase of the FDP Properties owned by that Owner. The school impact fees shall be calculated and payable at the time of final subdivision platting of each portion of the FDP Properties in accordance with the Town Code, as amended.

6.3. Open Space Fees and Dedications. Subject to performance of each Owner's obligation to make or cause to be made the dedications of Public Active Open Space described in the Development Guide Agreement at the time of subdivision platting of each portion of that Owner's property containing Public Active Open Space, the Town shall not impose any additional

open space dedications or payments in lieu thereof for any portion of the FDP Properties. As further described in the Development Guide Agreement, open space dedication shall include an aerial and access easement for the gondola corridor crossing the Cooper Creek Village Property, the primary all-season trail corridor that extends from the downtown gondola terminal to the southern boundary of the Cooper Creek Village Property, and additional dedicated trails. The terms and provisions of the Development Guide Agreement related to the gondola and ski back trail easements are incorporated herein by this reference.

6.4. Affordable and Workforce Housing.

6.4.1. Affordable Housing Fees. At the time of application for a building permit for any new commercial construction within the FDP Properties, the commercial developer shall pay to the Town a one-time affordable housing fee equal to the then-current price per gross square foot of new construction as set forth in Town Code, as the same may be amended from time to time. All otherwise applicable affordable housing fees imposed by the Town with respect to the FDP Properties for commercial and residential uses, whether before or after the Approval Date, shall be waived and in lieu thereof, the provisions of this Section 4.4 and Sections 4.5 and 4.6 shall satisfy all of the Owners' affordable and workforce housing obligations for the FDP Properties.

6.4.2. Deed Restricted Workforce Housing.

6.4.2.1. CCWP Parcel Bedrooms. The Owners shall retrofit into a total of forty-five (45) "**Bedrooms**" (as hereinafter defined) for local workforce housing (the "**Affordable Housing Requirement**"), a portion of the existing mixed-use buildings known as the Cooper Creek Square Shopping Center located upon those portions of the Cooper Creek North Parcels owned in fee by CCWP as of the Approval Date (the "**CCWP Parcel**"). The Bedrooms located on the CCWP Parcel (the "**CCWP Parcel Bedrooms**") shall be completed and deed-restricted for local workforce housing as hereinafter provided utilizing a form of deed-restriction covenant approved by the Town prior to recordation, pursuant to the following schedule: (a) twenty (20) Bedrooms shall be completed and deed-restricted for the benefit of the Town on or before one (1) year following the date that this Agreement, the Development Guide Agreement and the Service Plans are concurrently recorded in the Grand County, Colorado real property records; and (b) twenty-five (25) Bedrooms shall be completed and deed-restricted for the benefit of the Town no later than six (6) years following the date that this Agreement, the Development Guide Agreement and the Service Plans are concurrently recorded in the Grand County, Colorado real property records. As used herein, the term "**Bedroom**" shall mean any habitable room located in a "**Dwelling Unit**" (as defined in the Development Guide Agreement) other than bathroom(s), kitchen, living, and dining room, that contains no less than seventy square feet of floor area and no dimension less than seven feet. For a period of twenty (20) years following the date any Dwelling Unit that contains any Bedroom intended to satisfy the Affordable Housing Requirement is completed and deed-restricted for the benefit of the Town, that Bedroom is prohibited from being leased to any qualified tenant for a monthly rental rate that exceeds the maximum rental rate for Grand County tenants whose income is not more than 120% of Grand County's average median income as most recently published by the Colorado Housing and Finance Authority. Although the Affordable Housing Requirement related to the CCWP Parcel Bedrooms is required to be satisfied by Dwelling Units located within the CCWP Parcel, if during the twenty (20) year deed restriction period the Owners request that the location of any Dwelling Units be relocated outside of the

CCWP Parcel, the Affordable Housing Requirement will be deemed satisfied if the Town consents to the relocation of the deed-restricted Dwelling Units to any location within the service boundaries of the Fraser Valley Metropolitan Recreation District located southerly of Red Dirt Hill as reasonably approved by the Town. The Affordable Housing Requirement related to the CCWP Parcel Bedrooms shall be satisfied by the Owners completing and deed-restricting in favor of the Town approximately twenty (20) Dwelling Units within which the forty-five (45) Bedrooms will be located, comprised of a mix of one-Bedroom Dwelling Units and multi-Bedroom Dwelling Units with up to six (6) Bedrooms. Bedrooms shall be considered completed and deed-restricted when, following the required building permit process, a certificate of occupancy is issued for the Dwelling Unit within which the Bedroom(s) are located and the required deed restriction is recorded against title to that Dwelling Unit.

6.4.2.2. SPA-3 and SPA-4 Attainable Dwelling Units. Within those areas designated in the FDP as SPA-3 and SPA-4, JAC or its assigns shall be required to satisfy the Affordable Housing Requirement related to development of those FDP Properties by permanently deed restricting as workforce housing pursuant to a form of deed-restriction covenant approved by the Town prior to recordation, not less than ten percent (10%) of the total platted density units (the “**Attainable Dwelling Units**”). The Affordable Housing Requirement related to the SPA-3 and SPA-4 areas may be satisfied by deed-restricting Attainable Dwelling Units consisting of platted lots or constructed Dwelling Units, including approved Accessory Dwelling Units. The Attainable Dwelling Units shall be eligible for any generally available public subsidies equal to the greater of (a) any Town or housing authority incentives available at the time of subdivision or permitting the Attainable Dwelling Units, or (b) the sum of \$44,300.00 per Bedroom constructed within a Dwelling Unit, adjusted annually based on the percentage increase in the Consumer Price Index, All Consumers, All Items (1980=100) over the immediately preceding calendar year.

6.4.2.3. Hotel and Other Commercial Development Affordable Housing Requirement. The development of any hotel within the FDP Properties shall be classified as a commercial use subject to the Town’s workforce housing impact fee then being assessed against commercial uses at the time of permitting, with the intent and understanding that JAC or its assigns will deliver workforce housing (or cash in lieu) to offset 30% of the estimated additional workforce needed to staff the hotel. The development of any other commercial space within the FDP Properties will be subject to the workforce housing impact fee then being assessed against commercial uses at the time of permitting that commercial use.

6.4.2.4. Exceptions and Exclusions. None of the deed restricted Dwelling Units described in this Section shall count against or otherwise reduce any of the residential densities permitted to be developed within the FDP Properties pursuant to the FDP. All deed-restricted Dwelling Units shall be exempt from all Town permitting fees and from application of the “**RETT**” (as hereinafter defined); provided, however, if the deed-restricted Dwelling Unit is an Accessory Dwelling Unit, then the RETT shall be adjusted to exclude proportionately only the finished square footage of the Accessory Dwelling Unit from calculation of the RETT.

6.4.3. Negotiation. Each of the Owners and the Town acknowledge that the Owners’ obligations relating to affordable housing fees and the provision of workforce housing

are the result of negotiations between the Owners and the Town and are not the result of unilateral requirements imposed by the Town.

6.5. Residential Real Estate Transfer Assessment. Within 30 days following the Effective Date, each Owner shall record or cause to be recorded a covenant against the portion of the FDP Properties that it owns, requiring payment to the Town of a real estate transfer assessment in the amount of one half of one percent (0.5%) of the consideration paid for each non-exempt transfer of residential property within the FDP Properties improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued (the “**Residential RETA**”). The Residential RETA shall be in addition to the existing Real Estate Transfer Tax administered by the Town under Title 1, Chapter 10 of the Town Code, as amended (the “**RETT**”). The covenant shall be in substantially the form attached hereto as Exhibit 2. The Town shall administer and collect the Residential RETA in the same manner as the Town administers and collects the RETT, with the same exemptions as the RETT, except that the following transactions shall also be exempt from the Residential RETA: (a) the reorganization of any business entity that owns title to real property within the FDP Properties that does not result in the conveyance by deed of such real property to another business entity or individual; and (b) any conveyance of real property between any of the Owners and any entity in which the beneficial owner or owners of any of the Owners also have an ownership interest. The Residential RETA may be paid either by the buyer or the seller of the subject property as negotiated by the parties to the transfer. The Town shall use the funds generated by the Residential RETA exclusively for the construction, maintenance or acquisition of workforce, affordable, or community housing, as the Town may determine in its discretion.

6.6. General Real Estate Transfer Assessment. Within 30 days following the Effective Date, each Owner shall record or cause to be recorded a covenant against the portion of the FDP Properties that it owns, requiring payment to the Town of a real estate transfer assessment in the amount of one percent (1%) of the consideration paid for each non-exempt transfer of any real property within the FDP Properties improved with a commercial, residential or mixed-use unit for which a certificate of occupancy has been issued (the “**General RETA**”). The General RETA shall be in addition to the RETT, as amended. The covenant shall be in substantially the form attached hereto as Exhibit 3. The Town shall administer and collect the General RETA in the same manner as the Town administers and collects the RETT, with the same exemptions as the RETT except that the following transactions shall also be exempt from the General RETA: (a) the reorganization of any business entity that owns title to real property within the FDP Properties that does not result in the conveyance by deed of such real property to another business entity or individual; and (b) any conveyance of real property between any of the Owners and any entity in which the beneficial owner or owners of any of the Owners also have an ownership interest. The General RETA may be paid either by the buyer or the seller of the subject property as negotiated by the parties to the transfer. The Town shall use the funds generated by the General RETA for general municipal purposes.

6.7. Real Estate Transfer Tax. The Town’s existing, generally applicable RETT, as defined above and as may be amended from time to time, shall also apply to the FDP Properties, except as set forth in Section 6.4.2.4 herein.

Section 7. Owners Obligations.

7.1. Plans. With input from the Town, each Owner shall prepare or cause to be prepared all applications and related plans for the FDP Properties at the sole cost of the applicable Owner, which applications and related plans shall comply with the approved Development Guide Agreement, including the FDP.

7.2. Construction of Public Improvements. In consideration for the Town's approval of the Development Guide Agreement, including the FDP, the applicable Owner or the Districts shall construct and install, or cause to be constructed and installed, all of the Public Improvements described in Section 5 in accordance with the terms of that Section, the Town's applicable ordinances, codes and regulations and all other applicable law, except as otherwise provided herein and in the Development Guide Agreement. When this Agreement and the Development Guide Agreement are silent as to applicable standards, the Town Code as well as the Town's other ordinances, codes and regulations, as may be amended from time to time, shall control. With each final plat application, the applicable Owner shall submit or cause to be submitted a development improvements agreement, in a form approved by the Town, to guarantee the construction of the Public Improvements associated with that final plat application. Acceptable forms of collateral security for the guarantee include a separate letter of credit or other acceptable collateral approved by the Town guaranteeing the completion of the Public Improvements.

7.3. Dedication. The Public Improvements constructed by or on behalf of each Owner shall be conveyed or dedicated to the Town for ownership, operation, and maintenance subject to final acceptance by the Town, or to a District, subject to final acceptance by the District. With respect to Public Improvements required to be owned, operated, or maintained by a District, the District shall have the option, but shall not be required, to enter into an agreement or agreements with individual owners or an owners' association providing for performance of all or some of such operation and maintenance functions; provided, however, that ownership of the Public Improvements shall be retained by the District and the ultimate responsibility for maintenance of such Public Improvements will remain with the District.

7.4. Applicable Law. The Owners shall comply or cause to be complied with all applicable laws, including without limitation all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to, the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater, or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation, or investigation of a Hazardous Material; and the protection of human health, safety, or the indoor or outdoor environmental, including (without limitation) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 960 I, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 180 I, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 260 I, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect.

Section 8. Other Terms.

8.1. Annexation Plats. Notwithstanding any provision of Town Code to the contrary, the Town agrees that each annexation parcel comprising the Cooper Creek Village Property shall be deemed to be a legally subdivided parcel upon recordation of the applicable annexation map.

8.2. Vasquez Road Public Parking Garage. The terms and provisions of the Development Guide Agreement related to allocation of parking spaces in the Town's Vasquez Road public parking structure are incorporated herein by this reference. If modifications to the Parking Agreement referenced in the Development Guide Agreement are required in order to satisfy Town parking requirements, the necessary modifications to the Parking Agreement shall be subject to the Town's approval and completed prior to final platting of the applicable portion of the FDP Properties.

Section 9. Vested Rights.

9.1. Vesting. The Parties hereby agree that the Development Guide Agreement, including the FDP, shall constitute a "**Site Specific Development Plan**" of the FDP Properties under Title 7, Chapter 5, Article 5.B. of the UDC, and the Owners and each of their respective designated successors and assigns, shall have a vested property right to undertake and complete and use the FDP Properties under the terms and conditions set forth in the Development Guide Agreement and approved final subdivision plats of any portion of the FDP Properties, as either may be amended (the "**Vested Rights**"). The Vested Rights shall include the development standards stated in the FDP. The Vested Rights shall constitute benefits and burdens to the land and shall run with title to the FDP Properties. None of the FDP Properties nor the Vested Rights shall be subject to any moratorium.

9.2. Term. In recognition of the size and complexity of developing the FDP Properties, and notwithstanding anything contained in the Town Code to the contrary, the Vested Rights shall continue for twenty (20) years after the Effective Date (the "**Initial Term**"), plus an additional ten (10) year period following expiration of the initial twenty (20) year period (the "**Additional Term**"), if, and only if, the bridge over the Union Pacific Railroad right-of-way traversing Cooper Creek Village is constructed and preliminarily accepted by the Town within the Initial Term (the Initial Term and the Additional Term, if applicable, are hereinafter collectively referred to as the "**Term**"); provided, however, if the Town does not cause the ski back trail to be constructed within the Initial Term such that the bridge over the Union Pacific Railroad right-of-way is not required to be constructed by JAC or its assigns, then the portion of the Cooper Creek Village FDP Properties shall be permitted to be developed with those maximum densities allowed for properties served by a local road, as approved by East Grand Fire Protection District No. 4.

9.3. Expiration of Term and Termination of Vested Rights. After expiration of the Term, the FDP Properties shall continue to be subject otherwise to the Development Guide Agreement, as well as the charter, ordinances, and rules and regulations of the Town, and the Vested Rights established by this Agreement shall be deemed terminated and of no further force or effect; provided, however, that such termination of the Vested Rights shall not affect any common law vested property rights obtained prior to such termination, nor any right arising from the Development Guide

Agreement, this Agreement, a plat, a development improvements agreement, or from Town permits or approvals for any portion of the FDP Properties that were approved prior to such termination.

9.4. General Regulations. Subject to the terms of Section 11.7 below, establishment of the Vested Rights under this Agreement shall not preclude the application of Town regulations of general applicability including, but not limited to, the application of local improvement districts, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the Approval Date and as may be enacted or amended after the Approval Date, except as otherwise provided herein, as against the FDP Properties. The Owners do not waive their rights, however, to oppose adoption of any such regulations.

Section 10. Remedies.

10.1. Available Remedies. Upon a breach of this Agreement by any Party, the non-breaching Parties shall be entitled to pursue all remedies allowed by law or in equity, including but not limited to those remedies established under the Vested Rights Act, and the exercise of one remedy shall not preclude the exercise of any other remedy.

10.2. Disconnection. In addition to any other available remedy available at law or in equity, in the event of an uncured breach by the Town, JAC shall be entitled to disconnect the Cooper Creek Village Property or any portion thereof from the Town as set forth in this Section. It is expressly understood and acknowledged that the procedures specified herein shall be in lieu of any procedures set forth in C.R.S. § 31-12-501, *et seq.*, or C.R.S. § 31-12-701, *et seq.*, which only apply to statutory cities and towns, as confirmed in *Allely v. City of Evans*, 124 P.3d 911 (Colo. App. 2005). The disconnection procedures set forth in this Section are authorized by the Town's home rule charter under Article XX, Section 6 of the Colorado Constitution.

10.2.1. Petition for Disconnection. To avail itself of this remedy, JAC shall file a written petition for disconnection with the Town Clerk, which shall include a legal description of the Cooper Creek Village Property or portion thereof subject to the disconnection and a map depicting the property to be disconnected. Within 60 days of receipt of such a petition, the Town Council shall finally adopt an ordinance disconnecting the Cooper Creek Village Property from the Town (the "**Disconnection**"). The Town shall file the Disconnection ordinance and map with all parties entitled to receive an annexation ordinance and map under C.R.S. § 31-12-113.

10.2.2. Levied Taxes. Upon the Disconnection, the Cooper Creek Village Property shall not be exempt from the payment of any property taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the Town while such property was within the limits of the Town and which remains unpaid and for the payment of which the Cooper Creek Village Property could be lawfully taxed. When the Town levies a property tax for the purpose of paying indebtedness or any part thereof or interest thereon, the Town may levy a tax at the same rate and for the same purpose on the disconnected property. The County Treasurer shall pay over to the Town all moneys collected on account of such tax, to be applied only to the payment of such indebtedness. If any owner of the disconnected property pays off and discharges a portion of such indebtedness equal in amount to the same proportion of the indebtedness which the valuation for assessment of the land bears to the entire valuation for assessment of all the property

subject to taxation for the payment of such indebtedness, calculated according to the last assessment previous to such payment, said land is exempted from further taxation to pay such indebtedness. Upon such payment being made, evidences of payment of such portion of said indebtedness shall be deposited with the Town, and the Town shall issue a certificate stating that such payment has been made.

10.2.3. Conflicts. In the event of any conflict between this Section 10.2 and any provision of the Municipal Annexation Act or the Town Code regarding disconnection, this Section 10.2 shall control.

10.2.4. Findings. The Town Council hereby finds and agrees that the best interests of the Town will not be prejudiced by the Disconnection in the event of the Town's breach or default under this Agreement.

Section 11. Miscellaneous.

11.1. Amendments. This Agreement may be amended only with the prior written approval of all of the Parties and any such amendment shall be recorded in the Grand County, Colorado real property records.

11.2. Notices. Any notice required by this Agreement shall be in writing, addressed as follows:

If to the Town:

Town of Winter Park
50 Vasquez Road
Winter Park, CO 80482
Attn: Town Clerk

If to JAC, CCWP or SWP:

Charles J. Johnson
747 Sheridan Blvd., #7D
Lakewood, CO 80214

With a copy to:

Johnson & Repucci LLP
850 W. South Boulder Road, Suite 100
Louisville, CO 80027
Attn: Michael J. Repucci

If to WPT:

Robin Wirsing
P.O. Box 3233

Winter Park, CO 80482

If to District No. 1:

Cooper Creek Village Metropolitan District No. 1
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 2:

Cooper Creek Village Metropolitan District No. 2
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 3:

Cooper Creek Village Metropolitan District No. 3
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 4:

Cooper Creek Village Metropolitan District No. 4
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

If to District No. 5:

Cooper Creek Village Metropolitan District No. 5
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

With a copy to:

Alan Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, CO 80327

Notices will be deemed delivered and effective as follows: if given personally, when delivered to the Party to whom it is addressed; if delivered by overnight courier, the date upon which delivery is confirmed by such overnight courier; or if given by mail, five (5) days after a letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail.

11.3. Entire Agreement. This Agreement constitutes the entire and final understanding among the Parties with respect to the subject matter hereof, other than the FDP and subsequent development improvement agreements affecting the FDP Properties. This Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

11.4. Assignment. Any Owner may assign to one or more successor developers or a District all or any part of its obligations and rights under this Agreement in accordance with the terms and conditions of this Agreement, any applicable service plan for the District, and applicable law. A District may assign to one or more additional metropolitan districts all or any part of its obligations and rights under this Agreement in accordance with the terms and conditions of this Agreement, any applicable service plan for the District, and applicable law. Where used in this Agreement or in the FDP, the term “JAC,” “CCWP,” “SWP,” “WPT” or “District” shall also mean any of the lawful successors or assigns of JAC, CCWP, SWP, WPT and/or the District, and all such successors and assigns shall be bound by and have the right to enforce this Agreement.

11.5. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall, unless amended or modified by mutual consent of the Parties, continue in full force and effect.

11.6. Third Parties. There are no intended third-party beneficiaries to this Agreement.

11.7. Conflict with Other Provisions of the Town Code. In the event any provision of this Agreement conflicts with any provision of the Town Code, this Agreement shall control the determination of the rights and obligations of the Parties with respect to such conflicting matter.

11.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

11.9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Grand County, Colorado.

11.10. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

11.11. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-10 I, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

11.12. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

11.13. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Approval Date.

TOWN OF WINTER PARK

Nick Kutumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

JAC COLORADO II, LLC, a Colorado
limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of JAC Colorado II, LLC, a Colorado limited liability company, on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

COOPER CREEK WP, LLC, a Colorado
limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
_____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of
Cooper Creek WP, LLC, a Colorado limited liability company, on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

STATION WP, LLC, a Colorado limited
liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
_____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of
Station WP, LLC, a Colorado limited liability company, on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

**WINTER PARK TOWER, LIMITED
LIABILITY COMPANY**, a Colorado
limited liability company dba Winter Park
Tower, LLC

By: _____
Robin Wirsing
Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
_____ day of _____, 2022, by Robin Wirsing, as Manager of Winter Park Tower,
Limited Liability Company, a Colorado limited liability company dba Winter Park Tower, LLC,
on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

**COOPER CREEK VILLAGE
METROPOLITAN DISTRICT NO. 1**, a
quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
_____ day of _____, 2022, by _____ as _____ of Cooper
Creek Village Metropolitan District No. 1, a quasi-municipal corporation and political
subdivision of the State of Colorado.

My Commission expires:

(S E A L)

Notary Public

**COOPER CREEK VILLAGE
METROPOLITAN DISTRICT NO. 2,**
a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
_____ day of _____, 2022, by _____ as _____ of Cooper
Creek Village Metropolitan District No. 2, a quasi-municipal corporation and political
subdivision of the State of Colorado.

My Commission expires:

(S E A L)

Notary Public

**COOPER CREEK VILLAGE
METROPOLITAN DISTRICT NO. 3**, a
quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
_____ day of _____, 2022, by _____ as _____ of Cooper
Creek Village Metropolitan District No. 3, a quasi-municipal corporation and political
subdivision of the State of Colorado.

My Commission expires:

(S E A L)

Notary Public

**COOPER CREEK VILLAGE
METROPOLITAN DISTRICT NO. 4**, a
quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
_____ day of _____, 2022, by _____ as _____ of Cooper
Creek Village Metropolitan District No. 4, a quasi-municipal corporation and political
subdivision of the State of Colorado.

My Commission expires:

(S E A L)

Notary Public

**COOPER CREEK VILLAGE
METROPOLITAN DISTRICT NO. 5**, a
quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
_____ day of _____, 2022, by _____ as _____ of Cooper
Creek Village Metropolitan District No. 5, a quasi-municipal corporation and political
subdivision of the State of Colorado.

My Commission expires:

(S E A L)

Notary Public

EXHIBIT 1.1
LEGAL DESCRIPTION OF COOPER CREEK VILLAGE PROPERTY
TO BE ANNEXED

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 1



JUNE 28, 2021

EXHIBIT "A" **LEGAL DESCRIPTION** **COOPER CREEK VILLAGE ANNEXATION PARCEL 1**

A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002794 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE WEST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS); THENCE N 34° 27' 18" W, 2397.77 FEET TO THE SOUTHWESTERLY CORNER OF SAID DEED, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, ALSO BEING THE SOUTHEAST CORNER OF THE IDLEWILD MEADOWS SUBDIVISION PLAT RECORDED AS RECEPTION NO. 93161, SAID GRAND COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINES OF SAID IDLEWILD MEADOWS SUBDIVISION PLAT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE N 01° 30' 50" W, 352.15 FEET;
- 2) THENCE S 89° 47' 25" E, 629.80 FEET TO THE SOUTHEAST CORNER OF LOT 7, SAID IDLEWILD MEADOWS PLAT;

THENCE N 00° 01' 14" W, 565.65 FEET ALONG THE EAST LINES OF IDLEWILD MEADOWS, PARCEL N AND PARCEL M RECORDED AS RECEPTION NO. 2002014271, TO THE SOUTHWEST CORNER OF THE HIDE-AWAY PARK SUBDIVISION PLAT RECORDED AS RECEPTION NO. 48279, SAID GRAND COUNTY RECORDS;

THENCE ALONG THE SOUTH LINES OF SAID HIDE-AWAY PARK, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE S 89° 13' 11" E, 224.18 FEET;
- 2) THENCE S 02° 31' 21" E, 97.97 FEET;
- 3) THENCE S 89° 10' 41" E, 119.41 FEET;

THENCE S 45° 22' 39" W, 204.62 FEET TO A POINT OF CURVATURE;



THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 33° 55' 56", AND AN ARC LENGTH OF 35.53 FEET, THE CHORD OF WHICH BEARS S 28° 24' 41" W, 35.02 FEET TO A POINT ON THE WEST LINE OF BEAVER VILLAGE - FILING NO. 2, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 152923, SAID GRAND COUNTY RECORDS;

THENCE S 11° 26' 43" W, 381.60 FEET ALONG THE WEST LINE OF SAID BEAVER VILLAGE - FILING NO. 2 TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 174.38 FEET, A CENTRAL ANGLE OF 49° 24' 25", AND AN ARC LENGTH OF 174.38 FEET, THE CHORD OF WHICH BEARS S 32° 52' 35" W, 169.02 FEET TO A POINT ON THE WEST LINE OF SAID BEAVER VILLAGE - FILING NO. 3, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 169791, SAID GRAND COUNTY RECORDS AND A POINT OF REVERSE CURVATURE;

THENCE ALONG THE WEST LINES OF SAID BEAVER VILLAGE - FILING NO. 3, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 162.39 FEET, A CENTRAL ANGLE OF 33° 27' 06" AND AN ARC LENGTH OF 94.81 FEET, THE CHORD OF WHICH BEARS S 40° 59' 37" W, 93.47 FEET;
- 2) THENCE S 24° 22' 48" W, 358.30 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD;

THENCE N 57° 22' 54" W, 509.54 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD TO POINT OF BEGINNING;

AREA= 9.779 ACRES, MORE OR LESS.

Michael Sean Kervin PLS 34592
Date: 6/28/21
Project: 21-019
For and on Behalf of
Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

3473 S. Broadway Blvd. Englewood, Colorado 80113 Telephone: 303.730.5919

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 2



JUNE 28, 2021

EXHIBIT "A" **LEGAL DESCRIPTION** **COOPER CREEK VILLAGE ANNEXATION PARCEL 2**

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 46° 19' 13" W, 1844.69 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 AND THE POINT OF BEGINNING;

THENCE N 01° 25' 19" W, 60.80 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE N 01° 39' 37" W, 399.07 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE S 57° 22' 54" E, 293.79 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD;

THENCE S 32° 37' 06" W, 34.01 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 68° 35' 53" AND AN ARC LENGTH OF 164.02 FEET, THE CHORD OF WHICH BEARS S 01° 40' 50" E, 154.40 FEET;

THENCE S 20° 36' 25" E, 58.80 FEET;

THENCE S 08° 54' 32" E, 38.71 FEET;

THENCE S 13° 55' 55" E, 77.44 FEET;

THENCE S 80° 46' 41" W, 49.81 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 44° 05' 01", AND AN ARC LENGTH OF 123.10 FEET, THE CHORD OF WHICH BEARS N 66° 59' 14" W, 120.09 FEET;

THENCE N 89° 01' 45" W, 55.66 FEET TO A POINT OF CURVATURE;

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THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF $14^{\circ} 08' 32''$, AND AN ARC LENGTH OF 27.15 FEET, THE CHORD OF WHICH BEARS $N 81^{\circ} 57' 29'' W$, 27.08 FEET;

THENCE $N 74^{\circ} 53' 13'' W$, 24.60 FEET TO THE POINT OF BEGINNING.

AREA= 2.126 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592
Date: 6/28/21
Project: 21-019
For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 3



JULY 8, 2021

EXHIBIT "A" **LEGAL DESCRIPTION** **COOPER CREEK VILLAGE ANNEXATION PARCEL 3**

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 89° 11' 45" W, 1121.15 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE POINT OF BEGINNING:

THENCE CONTINUING N 89° 11' 45" W, 181.91 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE N 01° 25' 19" W, 1256.09 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE SOUTHWEST CORNER OF THAT COOPER CREEK VILLAGE ANNEXATION PARCEL 2, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 2 ANNEXATION PLAT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) THENCE S 74° 53' 13" E, 24.60 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 14° 08' 32", AND AN ARC LENGTH OF 27.15 FEET, THE CHORD OF WHICH BEARS S 81° 57' 29" E, 27.08 FEET;
- 3) THENCE S 89° 01' 45" E, 55.66 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 88° 08' 22", AND AN ARC LENGTH OF 246.13 FEET, THE CHORD OF WHICH BEARS S 44° 57' 34" E, 222.57 FEET;

THENCE S 00° 53' 23" E, 146.50 FEET TO A POINT OF CURVATURE;



THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 73° 17' 07" AND AN ARC LENGTH OF 121.51 FEET, THE CHORD OF WHICH BEARS S 37° 31' 56" E, 113.40 FEET;

THENCE S 04° 30' 07" E, 119.35 FEET;
THENCE S 19° 00' 04" E, 134.06 FEET;
THENCE S 01° 12' 01" E, 109.99 FEET;
THENCE S 05° 15' 56" W, 137.89 FEET;

THENCE S 19° 02' 51" W, 150.49 FEET;
THENCE S 33° 41' 03" W, 157.97 FEET;
THENCE S 25° 15' 11" W, 49.68 FEET;
THENCE S 08° 55' 04" W, 42.08 FEET TO THE POINT OF BEGINNING.

AREA= 8.493 ACRES, MORE OR LESS.

Michael Sean Kervin PLS 34592
Date: 7/8/21
Project: 21-019
For and on Behalf of
Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 4



JUNE 29, 2021

EXHIBIT "A" **LEGAL DESCRIPTION** **COOPER CREEK VILLAGE ANNEXATION PARCEL 4**

A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002794 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE WEST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS); THENCE N 03° 59' 27" W, 2793.92 FEET TO A POINT ON THE SOUTHERLY LINE OF THE CRESTVIEW PLACE CONDOMINIUMS, RECORDED AT RECEPTION NO. 288554, SAID GRAND COUNTY RECORDS, ALSO BEING THE NORTHEAST CORNER OF SAID DEED, ALSO BEING THE NORTHWEST CORNER OF THE SNOWBLAZE CONDOMINIUMS RECORDED AT RECEPTION NO. 181809, SAID GRAND COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE S 00° 02' 01" W, 173.00 FEET ALONG THE WEST LINES OF SAID SNOWBLAZE CONDOMINIUMS TO THE NORTHEASTERLY CORNER OF THE BEAVER VILLAGE - FILING NO. 2 AT WINTER PARK, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 152923, SAID GRAND COUNTY RECORDS;

THENCE N 89° 43' 22" W, 356.04 FEET ALONG THE NORTH LINE OF SAID BEAVER VILLAGE - FILING NO. 2 AT WINTER PARK TO A POINT ON THE EAST LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 1, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER OFFICE AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE EAST LINE OF SAID PARCEL 1, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 60.03 FEET, A CENTRAL ANGLE OF 33° 24' 11", AND AN ARC LENGTH OF 35.00 FEET, THE CHORD OF WHICH BEARS N 28° 40' 19" E, 34.50 FEET;
- 2) THENCE N 45° 22' 39" E, 204.65 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDE-AWAY PARK, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 48279, SAID GRAND COUNTY RECORDS;



THENCE S 89° 11' 20" E, 193.94 FEET ALONG THE SOUTHERLY LINE OF SAID HIDE-AWAY PARK TO THE POINT OF BEGINNING.

AREA= 1.124 ACRES, MORE OR LESS.

Michael Sean Kervin PLS 34592
Date: 6/29/21
Project: 21-019
For and on Behalf of
Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

3473 S. Broadway Blvd. Englewood, Colorado 80113 Telephone: 303.730.5919

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 5



JULY 8, 2021

EXHIBIT "A" **LEGAL DESCRIPTION** **COOPER CREEK VILLAGE ANNEXATION PARCEL 5**

A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002794 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE WEST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS); THENCE N 15° 48' 27" W, 2217.49 FEET TO THE EASTERLY CORNER OF SAID DEED, ALSO BEING THE WESTERLY CORNER OF THE BEAVER VILLAGE - FILING NO. 2 AT WINTER PARK, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 152923, SAID GRAND COUNTY RECORDS, ALSO BEING A NORTHERLY CORNER OF THE BEAVER VILLAGE - FILING NO. 3 AT WINTER PARK, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 169791, SAID GRAND COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINES OF SAID BEAVER VILLAGE - FILING NO. 3 AT WINTER PARK PLAT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE S 78° 16' 04" W, 61.70 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 162.39 FEET, A CENTRAL ANGLE OF 20° 32' 54", AND AN ARC LENGTH OF 58.24 FEET, THE CHORD OF WHICH BEARS S 67° 59' 37" W, 57.93 FEET TO A POINT ON THE EAST LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 1, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE EAST LINE OF SAID PARCEL 1 AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 202.22 FEET, A CENTRAL ANGLE OF 49° 24' 28" AND AN ARC LENGTH OF 174.38 FEET, THE CHORD OF WHICH BEARS N 32° 52' 35" E, 169.02 FEET TO AN EASTERLY CORNER OF SAID BEAVER VILLAGE - FILING NO. 2 AT WINTER PARK PLAT;



THENCE S 11° 43' 56" E, 110.00 FEET ALONG THE EAST LINE OF SAID BEAVER VILLAGE - FILING NO. 2 AT WINTER PARK PLAT TO THE POINT OF BEGINNING.

AREA= 0.092 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592
Date: 07/08/2021
Project: 21-019
For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 6



JULY 8, 2021

EXHIBIT "A" **LEGAL DESCRIPTION** **COOPER CREEK VILLAGE ANNEXATION PARCEL 6**

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 42° 34' 54" W, 1651.33 FEET TO THE SOUTH CORNER OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 2, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH AND EAST LINES OF SAID PARCEL 2, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) THENCE N 80° 46' 41" E, 49.81 FEET;
- 2) THENCE N 13° 55' 55" W, 77.44 FEET;
- 3) THENCE N 08° 54' 32" W, 38.71 FEET;
- 4) THENCE N 20° 36' 25" W, 58.80 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 42° 18' 10", AND AN ARC LENGTH OF 101.15 FEET, THE CHORD OF WHICH BEARS S 57° 07' 52" E, 98.87 FEET;

THENCE S 78° 16' 57" E, 166.16 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 153.00 FEET, A CENTRAL ANGLE OF 44° 58' 10", AND AN ARC LENGTH OF 120.08 FEET, THE CHORD OF WHICH BEARS S 55° 47' 52" E, 117.03 FEET;

THENCE S 33° 18' 46" E, 87.55 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 44° 40' 11", AND AN ARC LENGTH OF 106.81 FEET, THE CHORD OF WHICH BEARS S 55° 38' 52" E, 104.13 FEET;

THENCE S 77° 58' 57" E, 78.22 FEET TO A POINT OF CURVATURE;

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THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 108° 00' 30", AND AN ARC LENGTH OF 358.17 FEET, THE CHORD OF WHICH BEARS S 23° 58' 42" E, 307.44 FEET;

THENCE S 30° 01' 33" W, 95.88 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 89° 28' 47", AND AN ARC LENGTH OF 18.74 FEET, THE CHORD OF WHICH BEARS S 74° 45' 56" W, 16.89 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 45° 58' 13", AND AN ARC LENGTH OF 104.30 FEET, THE CHORD OF WHICH BEARS N 83° 28' 47" W, 101.53 FEET;

THENCE S 73° 32' 06" W, 42.57 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 61° 54' 23", AND AN ARC LENGTH OF 75.63 FEET, THE CHORD OF WHICH BEARS N 75° 30' 42" W, 72.01 FEET;

THENCE N 44° 33' 31" W, 59.44 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 48° 38' 36", AND AN ARC LENGTH OF 237.72 FEET, THE CHORD OF WHICH BEARS N 68° 52' 49" W, 230.64 FEET TO A POINT OF NON-TANGENT COMPOUND CURVATURE;

THENCE ALONG THE EAST LINE OF COOPER CREEK VILLAGE ANNEXATION PARCEL 3, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 92° 18' 44", AND AN ARC LENGTH OF 153.06 FEET, THE CHORD OF WHICH BEARS N 47° 02' 45" W, 137.03 FEET;
- 2) THENCE N 00° 53' 23" W, 146.50 FEET TO A POINT OF CURVATURE;



- 3) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF $44^{\circ} 03' 21''$, AND AN ARC LENGTH OF 123.03 FEET, THE CHORD OF WHICH BEARS $N 22^{\circ} 55' 03'' W$, 120.02 FEET TO THE POINT OF BEGINNING.

AREA= 6.073 ACRES, MORE OR LESS.

Michael Sean Kervin PLS 34592
Date: 7/8/21
Project: 21-019
For and on Behalf of
Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

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LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 7



JUNE 29, 2021

EXHIBIT "A" **LEGAL DESCRIPTION** **COOPER CREEK VILLAGE ANNEXATION PARCEL 7**

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 18° 03' 22" W, 1089.66 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND THE POINT OF BEGINNING;

THENCE S 45° 14' 24" W, 112.00 FEET TO A POINT ON THE NORTH LINE OF COOPER CREEK VILLAGE ANNEXATION PARCEL 6, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 6, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 62° 05' 11", AND AN ARC LENGTH OF 205.89 FEET, THE CHORD OF WHICH BEARS N 46° 56' 22" W, 195.96 FEET;
- 2) THENCE N 77° 58' 57" W, 78.22 FEET TO A POINT OF CURVATURE;
- 3) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 44° 40' 11", AND AN ARC LENGTH OF 106.81 FEET, THE CHORD OF WHICH BEARS N 55° 38' 52" W, 104.13 FEET;
- 4) THENCE N 33° 18' 46" W, 87.55 FEET TO A POINT OF CURVATURE;
- 5) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 153.00 FEET, A CENTRAL ANGLE OF 44° 58' 10", AND AN ARC LENGTH OF 120.08 FEET, THE CHORD OF WHICH BEARS N 55° 47' 52" W, 117.03 FEET;
- 6) THENCE N 78° 16' 57" W, 166.16 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 6, ALSO BEING THE EAST LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 2, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND ALONG THE ARC OF A CURVE TO THE

3473 S. Broadway Blvd. Englewood, Colorado 80113 Telephone: 303.730.5919



RIGHT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF $110^{\circ} 54' 03''$, AND AN ARC LENGTH OF 265.18 FEET, THE CHORD OF WHICH BEARS $N 22^{\circ} 49' 55'' W$, 225.68 FEET;

THENCE $N 32^{\circ} 37' 06'' E$, 34.01 FEET ALONG THE EAST LINE OF SAID PARCEL 2 TO THE NORTH EAST CORNER THEREOF, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE $S 57^{\circ} 22' 54'' E$, 365.22 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3719.82 FEET, A CENTRAL ANGLE OF $08^{\circ} 46' 19''$, AND AN ARC LENGTH OF 569.51 FEET, THE CHORD OF WHICH BEARS $S 52^{\circ} 59' 44'' E$, 568.95 FEET TO THE POINT OF BEGINNING.

AREA= 2.552 ACRES, MORE OR LESS.

Michael Sean Kervin PLS 34592
Date: 07/08/2021
Project: 21-019
For and on Behalf of
Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

3473 S. Broadway Blvd. Englewood, Colorado 80113 Telephone: 303.730.5919

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 8



JULY 8, 2021

EXHIBIT "A" **LEGAL DESCRIPTION** **COOPER CREEK VILLAGE ANNEXATION PARCEL 8**

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 89° 11' 45" W, 591.31 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE POINT OF BEGINNING;

THENCE CONTINUING N 89° 11' 45" W, 529.84 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE SOUTHEAST CORNER OF THAT COOPER CREEK VILLAGE ANNEXATION PARCEL 3, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE;

THENCE ALONG THE EAST LINE OF SAID PARCEL 3, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) THENCE N 08° 55' 04" E, 42.08 FEET;
- 2) THENCE N 25° 15' 11" E, 49.68 FEET;
- 3) THENCE N 33° 41' 03" E, 157.97 FEET;
- 4) THENCE N 19° 02' 51" E, 150.49 FEET;
- 5) THENCE N 05° 15' 56" E, 137.89 FEET;
- 6) THENCE N 01° 12' 01" W, 109.99 FEET;
- 7) THENCE N 19° 00' 04" W, 134.06 FEET;
- 8) THENCE N 04° 30' 07" W, 119.35 FEET TO A POINT ON THE SOUTH LINE OF COOPER CREEK VILLAGE ANNEXATION PARCEL 6, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 6, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 19° 01' 37", AND AN ARC LENGTH OF 31.55 FEET, THE CHORD OF WHICH BEARS S 83° 41' 19" E, 31.40 FEET TO A POINT OF REVERSE CURVATURE;

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- 2) THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF $48^{\circ} 38' 36''$, AND AN ARC LENGTH OF 237.72 FEET, THE CHORD OF WHICH BEARS $S 68^{\circ} 52' 49'' E$, 230.64 FEET;
- 3) THENCE $S 44^{\circ} 33' 31'' E$, 59.44 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF $61^{\circ} 54' 23''$, AND AN ARC LENGTH OF 75.63 FEET, THE CHORD OF WHICH BEARS $S 75^{\circ} 30' 42'' E$, 72.01 FEET;
- 5) THENCE $N 73^{\circ} 32' 06'' E$, 42.57 FEET TO A POINT OF CURVATURE;
- 6) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF $45^{\circ} 58' 13''$, AND AN ARC LENGTH OF 104.30 FEET, THE CHORD OF WHICH BEARS $S 83^{\circ} 28' 47'' E$ 101.53 FEET TO A POINT OF REVERSE CURVATURE;
- 7) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF $89^{\circ} 28' 47''$, AND AN ARC LENGTH OF 18.74 FEET, THE CHORD OF WHICH BEARS $N 74^{\circ} 45' 56'' E$, 16.89 FEET;

THENCE $S 30^{\circ} 01' 33'' W$, 70.95 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF $25^{\circ} 14' 05''$, AND AN ARC LENGTH OF 48.45 FEET, THE CHORD OF WHICH BEARS $S 42^{\circ} 38' 35'' W$, 48.06 FEET;

THENCE $S 55^{\circ} 15' 38'' W$, 78.57 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF $54^{\circ} 59' 05''$, AND AN ARC LENGTH OF 139.15 FEET, THE CHORD OF WHICH BEARS $S 27^{\circ} 46' 05'' W$, 133.87 FEET;

THENCE $S 00^{\circ} 16' 32'' W$, 75.28 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF $61^{\circ} 54' 07''$ AND AN ARC LENGTH OF 148.01 FEET, THE CHORD OF WHICH BEARS $S 30^{\circ} 40' 31'' E$, 140.92 FEET;



THENCE S 03° 25' 25" E, 262.68 FEET TO THE POINT OF BEGINNING.

AREA= 6.95 | ACRES, MORE OR LESS.

Michael Sean Kervin PLS 34592
Date: 7/8/21
Project: 21-019
For and on Behalf of
Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

3473 S. Broadway Blvd. Englewood, Colorado 80113 Telephone: 303.730.5919

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION PARCEL 9



JULY 8, 2021

EXHIBIT "A" **LEGAL DESCRIPTION** **COOPER CREEK VILLAGE ANNEXATION PARCEL 9**

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 35° 02' 09" E, 448.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND THE POINT OF BEGINNING;

THENCE S 15° 52' 54" W, 10.17 FEET;

THENCE S 37° 21' 46" W, 21.20 FEET;

THENCE S 78° 58' 56" W, 60.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 135° 37' 30", AND AN ARC LENGTH OF 269.85 FEET, THE CHORD OF WHICH BEARS N 78° 49' 49" W, 211.12 FEET;
THENCE S 33° 21' 26" W, 24.19 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 46° 16' 28", AND AN ARC LENGTH OF 88.84 FEET, THE CHORD OF WHICH BEARS S 56° 29' 40" W, 86.45 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 80° 31' 38", AND AN ARC LENGTH OF 92.76 FEET, THE CHORD OF WHICH BEARS S 39° 22' 06" W, 85.31 FEET;

THENCE S 00° 53' 44" E, 19.59 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 20° 08' 00", AND AN ARC LENGTH OF 45.68 FEET, THE CHORD OF WHICH BEARS S 09° 10' 17" W, 45.45 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 109° 01' 36" AND AN ARC LENGTH OF 22.83 FEET, THE CHORD OF WHICH BEARS S 35° 16' 31" E, 19.54 FEET;

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THENCE S 00° 12' 41" W, 60.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 34° 38' 27", AND AN ARC LENGTH OF 139.06 FEET, THE CHORD OF WHICH BEARS N 72° 28' 05" W, 136.95 FEET;

THENCE N 55° 08' 52" W, 172.96 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 77.00 FEET, A CENTRAL ANGLE OF 31° 38' 50", AND AN ARC LENGTH OF 42.53 FEET, THE CHORD OF WHICH BEARS N 70° 58' 16" W, 41.99 FEET;

THENCE N 86° 47' 41" W, 78.11 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE EAST LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 8, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 87° 04' 13", AND AN ARC LENGTH OF 208.19 FEET, THE CHORD OF WHICH BEARS N 43° 15' 34" W, 188.73 FEET;

THENCE ALONG THE EAST LINE OF SAID PARCEL 8, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) THENCE N 00° 16' 32" E, 75.28 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 54° 59' 05", AND AN ARC LENGTH OF 139.15 FEET, THE CHORD OF WHICH BEARS N 27° 46' 05" E, 133.87 FEET;
- 3) THENCE N 55° 15' 38" E, 78.57 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 25° 14' 05", AND AN ARC LENGTH OF 48.45 FEET, THE CHORD OF WHICH BEARS N 42° 38' 35" E, 48.06 FEET;
- 5) THENCE N 30° 01' 33" E, 166.83 FEET TO A POINT OF CURVATURE TO A POINT ON THE EAST LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 6, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE;

THENCE ALONG THE EAST LINE OF SAID PARCEL 6 AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 45° 55' 20" AND AN ARC LENGTH OF 152.28 FEET, THE CHORD OF WHICH BEARS N 07° 03' 53" E, 148.24 FEET TO THE SOUTH CORNER OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 7, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE;



THENCE N 45° 14' 24" E, 112.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 7 TO THE EAST CORNER THEREOF, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE WEST LINE OF SAID UNION PACIFIC RAILROAD AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3719.82 FEET, A CENTRAL ANGLE OF 13° 49' 18", AND AN ARC LENGTH OF 897.35 FEET, THE CHORD OF WHICH BEARS S 41° 41' 55" E, 895.18 FEET TO THE POINT OF BEGINNING.

AREA= 9.774 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592

Date: 07/08/2021

Project: 21-019

For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION
PARCEL 10



JULY 8, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 10

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 89° 11' 45" W, 591.31 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO THE SOUTHEAST CORNER OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 8, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE;

THENCE N 03° 25' 25" W, 262.68 FEET ALONG THE EAST LINE OF SAID PARCEL 8 TO A POINT ON THE SOUTH LINE OF THE COOPER CREEK VILLAGE ANNEXATION PARCEL 9, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 9, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 25° 10' 06", AND AN ARC LENGTH OF 60.18 FEET, THE CHORD OF WHICH BEARS S 74° 12' 38" E, 59.70 FEET;
- 2) THENCE S 86° 47' 41" E, 78.11 FEET TO A POINT OF CURVATURE;
- 3) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 77.00 FEET, A CENTRAL ANGLE OF 31° 38' 50", AND AN ARC LENGTH OF 42.53 FEET, THE CHORD OF WHICH BEARS S 70° 58' 16" E, 41.99 FEET;
- 4) THENCE S 55° 08' 52" E, 172.96 FEET TO A POINT OF CURVATURE;
- 5) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 34° 38' 27" AND AN ARC LENGTH OF 139.06 FEET, THE CHORD OF WHICH BEARS S 72° 28' 05" E, 136.95 FEET;
- 6) THENCE N 00° 12' 41" E, 60.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

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THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF $10^{\circ} 47' 54''$, AND AN ARC LENGTH OF 32.04 FEET, THE CHORD OF WHICH BEARS $N 84^{\circ} 48' 44'' E, 31.99$ FEET;

THENCE $N 79^{\circ} 24' 47'' E, 74.91$ FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF $15^{\circ} 36' 32''$, AND AN ARC LENGTH OF 37.32 FEET, THE CHORD OF WHICH BEARS $N 87^{\circ} 13' 03'' E, 37.21$ FEET;

THENCE $S 84^{\circ} 58' 41'' E, 68.70$ FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF $87^{\circ} 09' 28''$, AND AN ARC LENGTH OF 182.54 FEET, THE CHORD OF WHICH BEARS $N 51^{\circ} 26' 35'' E, 165.44$ FEET;

THENCE $N 07^{\circ} 51' 51'' E, 20.64$ FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF $18^{\circ} 52' 55''$ AND AN ARC LENGTH OF 37.57 FEET, THE CHORD OF WHICH BEARS $N 01^{\circ} 34' 36'' W, 37.40$ FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 9;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 9, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE $N 78^{\circ} 58' 56'' E, 60.00$ FEET;
- 2) THENCE $N 37^{\circ} 21' 46'' E, 21.20$ FEET;
- 3) THENCE $N 15^{\circ} 52' 54'' E, 10.17$ FEET TO A POINT OF NON-TANGENT CURVATURE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE ALONG THE WEST RIGHT-OF-WAY LINES OF SAID UNION PACIFIC RAILROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3719.82 FEET, A CENTRAL ANGLE OF $05^{\circ} 32' 22''$, AND AN ARC LENGTH OF 359.64 FEET, THE CHORD OF WHICH BEARS $S 32^{\circ} 01' 05'' E, 359.50$ FEET TO A POINT OF NON-TANGENT COMPOUND CURVATURE;
- 2) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1768.59 FEET, A CENTRAL ANGLE OF $02^{\circ} 26' 35''$ AND AN ARC LENGTH OF 75.41 FEET, THE CHORD OF WHICH BEARS $S 28^{\circ} 01' 36'' E,$



75.41 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER
OF SAID SECTION 33;

THENCE N 89° 33' 13" W, 483.80 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SAID SECTION 33 TO THE POINT OF BEGINNING.

AREA= 4.830 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592

Date: 7/8/21

Project: 21-019

For and on Behalf of
Core Consultants, Inc.

Notes:

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- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

LEGAL DESCRIPTION OF COOPER CREEK VILLAGE ANNEXATION
PARCEL 11



JULY 8, 2021

EXHIBIT "A"
LEGAL DESCRIPTION
COOPER CREEK VILLAGE ANNEXATION PARCEL 11

A PARCEL OF LAND BEING A PORTION OF THAT DEED RECORDED APRIL 13, 2020 AS RECEPTION NO. 2020002797 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS), THENCE N 45° 32' 10" W, 222.87 FEET TO THE SOUTH CORNER OF COOPER CREEK VILLAGE ANNEXATION PARCEL 9, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINES OF SAID PARCEL 9, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 109° 01' 36", AND AN ARC LENGTH OF 22.83 FEET, THE CHORD OF WHICH BEARS N 35° 16' 31" W, 19.54 FEET TO A POINT OF REVERSE CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 20° 08' 00", AND AN ARC LENGTH OF 45.68 FEET, THE CHORD OF WHICH BEARS N 09° 10' 17" E, 45.45 FEET;
- 3) THENCE N 00° 53' 44" W, 19.59 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 80° 31' 38", AND AN ARC LENGTH OF 92.76 FEET, THE CHORD OF WHICH BEARS N 39° 22' 06" E, 85.31 FEET TO A POINT OF REVERSE CURVATURE;

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- 5) THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF $46^{\circ} 16' 28''$, AND AN ARC LENGTH OF 88.84 FEET, THE CHORD OF WHICH BEARS $N 56^{\circ} 29' 40'' E$, 86.45 FEET;
- 6) THENCE $N 33^{\circ} 21' 26'' E$, 24.19 FEET TO A POINT OF CURVATURE;
- 7) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF $154^{\circ} 30' 25''$, AND AN ARC LENGTH OF 307.42 FEET, THE CHORD OF WHICH BEARS $S 69^{\circ} 23' 21'' E$, 222.38 FEET TO A POINT ON THE NORTH LINE OF COOPER CREEK VILLAGE ANNEXATION PARCEL 10, AN ANNEXATION PLAT RECORDED IN SAID GRAND COUNTY RECORDER'S OFFICE

THENCE ALONG THE NORTH LINES OF SAID PARCEL 10, THE FOLLOWING SIX (6) COURSES AND DISTANCES;

- 1) THENCE $S 07^{\circ} 51' 51'' W$, 20.64 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF $87^{\circ} 09' 28''$, AND AN ARC LENGTH OF 182.54 FEET, THE CHORD OF WHICH BEARS $S 51^{\circ} 26' 35'' W$, 165.44 FEET;
- 3) THENCE $N 84^{\circ} 58' 41'' W$, 68.70 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF $15^{\circ} 36' 32''$, AND AN ARC LENGTH OF 37.32 FEET, THE CHORD OF WHICH BEARS $S 87^{\circ} 13' 03'' W$, 37.21 FEET;
- 5) THENCE $S 79^{\circ} 24' 47'' W$, 74.91 FEET



- 6) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF $10^{\circ} 47' 54''$, AND AN ARC LENGTH OF 32.04 FEET, THE CHORD OF WHICH BEARS $S 84^{\circ} 48' 44'' W$, 31.99 FEET TO THE POINT OF BEGINNING.

AREA= 1.504 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592

Date: 07/08/2021

Project: 21-019

For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

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EXHIBIT 1.2
LEGAL DESCRIPTION OF COOPER CREEK NORTH PARCELS

Clock Tower Property (owned by WPT):

A TRACT OF LAND IN THE S1/2N1/2SE1/4NW1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 40, WHICH POINT IS 292.72 FEET NORTHWESTERLY MEASURED ALONG SAID RIGHT OF WAY LINE, FROM A POINT 19.10 FEET S 89 ° 58' W FROM THE SOUTHEAST CORNER OF THE SAID S1/2N1/2SE1/4NW1/4; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE, 66.78 FEET TO THE NORTHEAST CORNER OF A TRACT ON THE NORTH LINE OF AFORESAID SUBDIVISION;
THENCE WESTERLY ALONG SAID SUBDIVISIONAL LINE FOR 150.0 FEET TO THE NORTHWEST CORNER OF THIS TRACT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE PRECEDING COURSE FOR 73.60 FEET; THENCE N 62 ° 16' E, A DISTANCE OF 114.40 FEET MORE OR LESS, ALONG THE NORTHERLY LINE OF THE PETERSON TRACT TO THE POINT OF BEGINNING
COUNTY OF GRAND, STATE OF COLORADO

DWPG Property (owned by JAC):

PARCEL A:

THAT PORTION OF THE S1/2N1/2SE1/4NW1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SUBJECT PROPERTY BEING THE MOST NORTHERLY CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED FROM HIDEAWAY, INC. TO FRITZ F. SHROETER, ET AL., RECORDED NOVEMBER 18, 1969, IN BOOK 162 AT PAGE 745 AND LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 40 AND FROM WHENCE THE NORTH 1/4 CORNER OF SAID SECTION 33 BEARS N00°40'00"E, 1838.44 FEET;
THENCE S68°00'00"W, ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 162 AT PAGE 745, A DISTANCE OF 112.80 FEET; THENCE S89°58'00"W AND CONTINUING ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 162 AT PAGE 745, A DISTANCE OF 109.40 FEET TO THE NORTHWEST CORNER THEREOF, ALSO BEING THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED FROM VICTOR C. HUFFAKER AND ROMA LEE HUFFAKER TO LOUIS A DVONCH AND JULIE M. DVONCH RECORDED JANUARY 9, 1964, IN BOOK 146 AT PAGE 123;
THENCE N0°02'00"W, ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 146 AT PAGE 123, A DISTANCE OF 114.75 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED FROM RUSSELL C. BOWLBY AND NANCY E. BOWLBY TO REID A. WOODBURY AND VIRGINIA P. WOODBURY RECORDED JUNE 22, 1970, IN BOOK 171 AT PAGE 372;

THENCE N89°58'00"E. ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 171 AT PAGE 372, A DISTANCE OF 73.60 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED FROM LEE J. PHILLIPS AND MARVINA S. PHILLIPS TO ROBERT E. PETERSEN AND ELVY M. PETERSEN RECORDED JANUARY 9, 1963, IN BOOK 142 AT PAGE 188;

THENCE S21°48'00"E, ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 142 AT PAGE 188, A DISTANCE OF 47.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N70°01'00"E, ALONG THE SOUTHERLY LINE OF SAID TRACT DESCRIBED IN BOOK 142 AT PAGE 188, A DISTANCE OF 113.7 FEET TO THE SOUTHEAST CORNER THEREOF ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 40;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 40, A DISTANCE OF 72.70 FEET TO THE POINT OF BEGINNING. COUNTY OF GRAND, STATE OF COLORADO

PARCEL B:

LOTS 3 AND 4,

DVONCH SUBDIVISION EXEMPTION, ACCORDING TO THE PLAT THEREOF FILED MAY 11, 1993, AT RECEPTION NO. 93004137 COUNTY OF GRAND, STATE OF COLORADO

Crary Property (owned by JAC):

LOT 5,

DVONCH SUBDIVISION EXEMPTION,

ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1993 AT RECEPTION NO. [93004137](#) COUNTY OF GRAND, STATE OF COLORADO

Chalet Property (owned by JAC):

ALL THAT PORTION OF THE SOUTH 1/2 NORTH 1/2 SOUTHEAST 1/4 NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT FROM WHENCE THE SOUTHEAST CORNER OF SAID SOUTH 1/2 NORTH 1/2 SOUTHEAST 1/4 NORTHWEST 1/4 BEARS SOUTH 87 DEGREES 55 MINUTES EAST, 419.33 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, PARALLEL WITH AND 15 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH 1/2 SOUTHEAST 1/4 SOUTHWEST 1/4, A DISTANCE OF 45 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, 75.00 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 00 SECONDS WEST, 85.00 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, 75.00 FEET;

THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS EAST, 85.00 FEET TO THE
POINT OF BEGINNING. COUNTY OF GRAND, STATE OF COLORADO

Cooper Creek Square (owned by CCWP):

PARCELS 1, 2 AND 3

A MINOR SUBDIVISION OF COOPER CREEK SQUARE, PARCELS 1, 2 AND 3,
ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1998 AT RECEPTION
NO. 98001103

COUNTY OF GRAND, STATE OF COLORADO

EXHIBIT 1.3
LEGAL DESCRIPTION OF COOPER CREEK SOUTH PARCEL

WP Station Property (owned by SWP):

THAT PORTION OF WINTER PARK 90, ACCORDING TO THE PLAT RECORDED OCTOBER 26, 1983, AT RECEPTION NO. 209105, LYING WEST OF CRESTVIEW PLACE CONDOMINIUMS, ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1990, AT RECEPTION NO. 288554.

COUNTY OF GRAND, STATE OF COLORADO.

EXHIBIT 2

DECLARATION OF COVENANT Residential Real Estate Transfer Assessment

This Declaration of Covenant (the “**Covenant**”) is made by JAC Colorado II, LLC, a Colorado limited liability company (“**JAC**”), Cooper Creek WP, LLC, a Colorado limited liability company (“**CCWP**”), Station WP, LLC (“**SWP**”), a Colorado limited liability company, and Winter Park Tower, Limited Liability Company, a Colorado limited liability company (“**WPT**”) (each of JAC, CCWP, SWP and WPT are an “**Owner**” and collectively the “**Owners**”), and shall be effective upon its recording in the Grand County, Colorado, real property records (the “**Effective Date**”).

RECITALS

A. JAC owns certain real property more particularly described on **Exhibit A** as the “**JAC Property**,” CCWP owns certain real property more particularly described on **Exhibit A** as the “**CCWP Property**,” SWP owns certain real property more particularly described on **Exhibit A** as the “**SWP Property**” and WPT owns certain real property more particularly described on **Exhibit A** as the “**WPT Property**” (collectively, the JAC Property, CCWP Property, SWP Property and WPT Property are the “**FDP Properties**”). By executing and recording this Covenant in the Grand County, Colorado real property records, JAC shall encumber the JAC Property with this Covenant, CCWP shall encumber the CCWP Property with this Covenant, SWP shall encumber the SWP Property with this Covenant and WPT shall encumber the WPT Property with this Covenant.

B. Owners and others entered into an Annexation Agreement (the “**Annexation Agreement**”) and Development Guide Agreement (the “**Development Guide Agreement**”) with the Town of Winter Park (the “**Town**”), each dated _____, 2022 and recorded in the real property records of Grand County (the “**Records**”) at Reception Nos. _____ and _____, respectively. The Annexation Agreement and the Development Guide Agreement govern, among other things, the annexation and development of the FDP Properties.

C. Owners propose to develop the FDP Properties as a mixed-use commercial and residential development featuring single-family residences, multi-family residences, hospitality and lodging, commercial uses, roads and streets, utilities, a gondola, recreational uses including trails, parks and open space, and other amenities.

D. In the Annexation Agreement, the Town and Owners agreed to a residential real estate transfer assessment in the amount of 0.5% of the “**Consideration**” (as hereinafter defined) paid for each non-exempt transfer of any residential property within the FDP Properties improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued (the “**Transfer Assessment**”).

E. Each person acquiring any interest in any lot or tract within the FDP Properties shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance to it, to the provisions of this Covenant, and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the assessment payable hereunder.

COVENANT

In light of the foregoing Recitals and the consideration set forth in the Annexation Agreement and the Development Guide Agreement, each Owner hereby covenants and binds portion of the FDP Properties it owns as follows:

Section 1. Definitions. For purposes of this Covenant, and consistent with Title 1, Chapter 10 of the Town Code of Winter Park, as amended (the “**Code**”), the following terms shall have the following meanings:

a. “**Consideration**” means the gross consideration paid for any of the real property affected by the “**Transfer**” (as hereinafter defined) and includes actual cash paid, the money equivalent of real property delivered or conveyed in exchange for the Transfer, or contracted to be paid or delivered or conveyed, in return for the Transfer of ownership or interests in the property, and includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance or debt, but specifically excluding the price paid for any personal property, such as furniture, fixtures or equipment (“**FF&E**”) either given to secure the purchase price, or any part thereof, or remaining unpaid on any portion of the FDP Properties at the time of the Transfer. “**Consideration**” does not include as an addition to gross consideration the amount of any outstanding lien or encumbrance in favor of the United States, the state of Colorado, or of a municipal or quasi-municipal corporation or district for taxes, special benefits, or improvements. For the sake of clarification and absence of doubt, and notwithstanding anything to the contrary herein, Consideration shall only be based upon the price paid for real property and not any personal property, including, but, not limited to FF&E, affected by a Transfer.

b. “**Dwelling Unit**” or “**Dwelling Units**” has the meaning set forth in the Development Guide Agreement.

c. “**Final Court Action**” means a final order or opinion issued by a court of competent jurisdiction by which the Town or any Owner is bound, where no appeal can be taken or the time for filing an appeal has expired.

d. “**Transfer**” means, whether or not the same is in writing or is recorded, each and every sale, grant, assignment, exchange, or conveyance of any ownership or title to any residential portion of the FDP Properties improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued, and the sale, leasing, letting, conveyance, or assignment of a possessory interest for a period greater than fifty (50) years in any residential portion of the FDP Properties improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued, subject to the exemptions set forth in Section 3.

Section 2. Covenant. Each Owner hereby covenants and agrees with respect to the applicable portion of the FDP Properties that it owns, that the Transfer Assessment shall be due and payable at the time of each Transfer. The parties to the Transfer shall be entitled to determine, as among themselves, which party or parties to the Transfer shall pay the Transfer Assessment, so long as the total amount of the Transfer Assessment is paid to the Town. The amount of the Transfer Assessment is One Half of One Percent (0.5%) of the Consideration paid in connection with such

Transfer. Except as provided in Sections 3 and 4, each Owner hereby waives, on behalf of itself and its successors in title, any right to challenge the Transfer Assessment on any basis at any time.

Section 3. Exemptions.

a. No Transfer Assessment shall be due or payable with respect to any Transfer that is specifically exempted from payment of the Town's Real Estate Transfer Tax pursuant to Section 1-10-6 of the Code.

b. No Transfer Assessment shall be due or payable with respect to any Transfer which is a reorganization of any business entity that owns title to any portion of the property being transferred that does not result in the conveyance by deed of such real property to another business entity or individual.

c. No Transfer Assessment shall be due or payable with respect to any Transfer of any portion of the FDP Properties between an Owner and any entity in which the owners of that Owner also have an ownership interest.

d. No Transfer Assessment under this Covenant shall be due or payable with respect to the Transfer of any non-residential portion of the FDP Properties.

Section 4. Exemption Procedure. The procedure for obtaining an exemption shall be the procedure set forth in Title 1, Chapter 10 of the Code.

Section 5. Receipt and Application of Funds. The Transfer Assessment may be paid by either party to the Transfer, as negotiated in each Transfer. Each Transfer Assessment shall be paid directly to the Town. All amounts received by the Town pursuant to this Covenant shall be directed to the Town's General Fund, but accounted for as a separate income item and used exclusively for construction of attainable housing, provided that a portion of the funds may be used to administer the collection of the Transfer Assessment.

Section 6. Penalties and Liens. Penalties and liens shall be imposed as set forth in Title 1, Chapter 10 of the Code.

Section 7. Relationship to Property. Each Owner acknowledges and agrees that, because the funds raised by the Transfer Assessment are required to be used for the purpose specified in Section 5 above, the obligations imposed by this Covenant are related to and touch and concern the FDP Properties. This Covenant shall run with title to each of the FDP Properties and be binding on all persons who hereafter acquire any interest in any of the FDP Properties, whether as an owner, renter, trustee, or mortgage beneficiary or otherwise.

Section 8. Recording. This Covenant shall be recorded in the records of Grand County, Colorado.

Section 9. Enforcement. This Covenant is made for the express benefit of the owners and occupants of the FDP Properties and for the additional express benefit of the Town. The Town shall have the right and power to enforce the terms of this Covenant as provided in the Code, including but not limited to Titles 1 and 7 thereof, and to bring suit for either legal or equitable

relief for any breach, default, or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and the applicable Owner or its successors and assigns is provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within ten (10) days after receipt of such notice.

Section 10. Defense and Cure of Covenant.

a. In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, the Owners shall cooperate with the Town in the defense of such challenge, with each bearing its own costs and attorney fees. During the pendency of any such legal challenge, through and including any Final Court Action, the Owners shall not assert any legal position contrary to the enforceability of this Covenant.

b. In the event of a Final Court Action determining this Covenant to be invalid or unenforceable, in whole or in part, resulting from such third-party legal challenge, the Owners shall cooperate with the Town as necessary, and use its efforts to cure any such legal defects identified by such Final Court Action, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment as set forth in Section 1 above, or the purposes for which the funds raised by the Fee shall be expended, as set forth in Section 5 above.

c. If this Covenant is held to be invalid or unenforceable by any Final Court Action, the Owners shall not be required to purchase or repurchase any of the FDP Properties to effect a cure nor be required to pay any Transfer Assessment not collectable by the Town.

Section 11. Severability. A determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

Section 12. Statements. Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Assessment with respect to any specific portion of the FDP Properties identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than thirty (30) days after receipt of the request, and shall be binding on the Town.

Section 13. Amendment. This Covenant shall not be amended or terminated without the advance written consent of the Town. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by each of the Owners or their successors in the same manner as this Covenant and duly recorded.

Section 14. Term. The Transfer Assessment shall become effective upon recording of this Covenant and shall have an indefinite term, the intent being that this Covenant shall apply in perpetuity.

Section 15. Governing Law and Venue. The interpretation, enforcement or any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Covenant shall be in Grand County, Colorado.

Section 16. Encumbrance. Until terminated, each and every provision contained in this Covenant shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the FDP Properties is transferred, granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

Section 17. Incorporation of Recitals. The recitals stated herein are hereby incorporated into the operative provisions of this Covenant by this reference as if such recitals were set forth herein in full.

IN WITNESS WHEREOF, the Owners have executed this Covenant as of the Effective Date.

JAC COLORADO II, LLC,
a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of JAC Colorado II, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires: _____

COOPER CREEK WP, LLC,
a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of Cooper Creek WP, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires: _____

STATION WP, LLC,
a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of Station WP, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires: _____

**WINTER PARK TOWER, LIMITED
LIABILITY COMPANY**, a Colorado
limited liability company dba Winter Park
Tower, LLC

By: _____
Robin Wirsing
Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
_____ day of _____, 2022, by Robin Wirsing, as Manager of Winter Park Tower,
Limited Liability Company, a Colorado limited liability company dba Winter Park Tower, LLC,
on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

Exhibit A
to
DECLARATION OF COVENANT
Residential Real Estate Transfer Assessment

JAC Property (to be inserted)

CCWP Property (to be inserted)

SWP Property (to be inserted)

WPT Property (to be inserted)

EXHIBIT 3

DECLARATION OF COVENANT General Real Estate Transfer Assessment

This Declaration of Covenant (the “**Covenant**”) is made by JAC Colorado II, LLC, a Colorado limited liability company (“**JAC**”), Cooper Creek WP, LLC, a Colorado limited liability company (“**CCWP**”), Station WP, LLC (“**SWP**”), a Colorado limited liability company, and Winter Park Tower, Limited Liability Company, a Colorado limited liability company (“**WPT**”) (each of JAC, CCWP, SWP and WPT are an “**Owner**” and collectively the “**Owners**”), and shall be effective upon its recording in the Grand County, Colorado, real property records (the “**Effective Date**”).

RECITALS

A. JAC owns certain real property more particularly described on **Exhibit A** as the “**JAC Property**,” CCWP owns certain real property more particularly described on **Exhibit A** as the “**CCWP Property**,” SWP owns certain real property more particularly described on **Exhibit A** as the “**SWP Property**” and WPT owns certain real property more particularly described on **Exhibit A** as the “**WPT Property**” (collectively, the JAC Property, CCWP Property, SWP Property and WPT Property are the “**FDP Properties**”). By executing and recording this Covenant in the Grand County, Colorado real property records, JAC shall encumber the JAC Property with this Covenant, CCWP shall encumber the CCWP Property with this Covenant, SWP shall encumber the SWP Property with this Covenant and WPT shall encumber the WPT Property with this Covenant.

B. Owners and others entered into an Annexation Agreement (the “**Annexation Agreement**”) and a Development Guide Agreement (the “**Development Guide Agreement**”) with the Town of Winter Park (the “**Town**”), each dated _____, 2022, and recorded in the real property records of Grand County (the “**Records**”) at Reception Nos. _____ and _____, respectively. The Annexation Agreement and the Development Guide Agreement govern, among other things, the annexation and development of the FDP Properties.

C. Owners propose to develop the FDP Properties as a mixed-use commercial and residential development featuring single-family residences, multi-family residences, hospitality and lodging, commercial uses, roads and streets, utilities, a gondola, recreational uses including trails, parks, open space and other amenities.

D. In the Annexation Agreement, the Town and the Owners agreed to a general real estate transfer assessment in the amount of 1.0% of the “**Consideration**” (as hereinafter defined) paid for each non-exempt transfer of property within the FDP Properties improved with a commercial, residential or mixed-use unit for which a certificate of occupancy has been issued (the “**Transfer Assessment**”).

E. Each person acquiring any interest in any lot or tract within the FDP Properties shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance to it, to the provisions of this Covenant, and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the assessment payable hereunder.

COVENANT

In light of the foregoing Recitals and the consideration set forth in the Annexation Agreement and the Development Guide Agreement, each Owner hereby covenants and binds the portion of the FDP Properties that it owns as follows:

Section 1. Definitions. For purposes of this Covenant, and consistent with Title 1, Chapter 10 of the Town Code of Winter Park, as amended (the “**Code**”), the following terms shall have the following meanings:

(a) “**Consideration**” means the gross consideration paid for any of the real property affected by the “**Transfer**” (as hereinafter defined) and includes actual cash paid, the money equivalent of real property delivered or conveyed in exchange for the Transfer, or contracted to be paid or delivered or conveyed, in return for the Transfer of ownership or interests in the property, and includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance or debt, but specifically excluding the price paid for any personal property such as furniture, fixtures or equipment (“**FF&E**”) either given to secure the purchase price, or any part thereof, or remaining unpaid on any portion of the FDP Properties at the time of the Transfer. “**Consideration**” does not include as an addition to gross consideration the amount of any outstanding lien or encumbrance in favor of the United States, the state of Colorado, or of a municipal or quasi-municipal corporation or district for taxes, special benefits, or improvements. For the sake of clarification and absence of doubt, and notwithstanding anything to the contrary herein, Consideration shall only be based upon the price paid for real property and not any personal property, including, but, not limited to FF&E, affected by a Transfer.

(b) “**Final Court Action**” means a final order or opinion issued by a court of competent jurisdiction by which the Town or any Owner is bound, where no appeal can be taken or the time for filing an appeal has expired.

(c) “**Transfer**” means, whether or not the same is in writing or is recorded, each and every sale, grant, assignment, exchange, or conveyance of any ownership or title to any portion of the FDP Properties improved with a commercial, residential or mixed-use unit for which a certificate of occupancy has been issued, and the sale, leasing, letting, conveyance, or assignment of a possessory interest for a period greater than fifty (50) years in any portion of the FDP Properties improved with a commercial, residential or mixed-use unit for which a certificate of occupancy has been issued, , subject to the exemptions set forth in Section 3.

Section 2. Covenant. Each Owner hereby covenants and agrees with respect to the applicable portion of the FDP Properties that it owns, that the Transfer Assessment shall be due and payable at the time of each Transfer. The parties to the Transfer shall be entitled to determine, as among themselves, which party or parties to the Transfer shall pay the Transfer Assessment, so long as the total amount of the Transfer Assessment is paid to the Town. The amount of the Transfer Assessment is One Percent (1.0%) of the Consideration paid in connection with such Transfer. Except as provided in Sections 3 and 4, each Owner hereby waives, on behalf of itself and its successors in title, any right to challenge the Transfer Assessment on any basis at any time.

Section 3. Exemptions.

(a) No Transfer Assessment shall be due or payable with respect to any Transfer that is specifically exempted from payment of the Town's Real Estate Transfer Tax pursuant to Section 1-10-6 of the Code.

(b) No Transfer Assessment shall be due or payable with respect to any Transfer which is a reorganization of any business entity that owns title to any portion of the property being transferred that does not result in the conveyance by deed of such real property to another business entity or individual.

(c) No Transfer Assessment shall be due or payable with respect to any Transfer of any portion of the FDP Properties between an Owner and any entity in which the owners of that Owner also have an ownership interest.

Section 4. Exemption Procedure. The procedure for obtaining an exemption shall be the procedure set forth in Title 1, Chapter 10 of the Code.

Section 5. Receipt and Application of Funds. The Transfer Assessment may be paid by either party to the Transfer, as negotiated in each Transfer. Each Transfer Assessment shall be paid directly to the Town. All amounts received by the Town pursuant to this Covenant shall be directed to the Town's General Fund, but accounted for as a separate income item and used exclusively for transportation, special events in the Town, historic restorations and interpretive sites, child care services, resource acquisition, fire mitigation, parks and open space, multi-modal transportation facilities, other public services and facilities, and affordable or workforce housing, provided that a portion of the funds may be used to administer the collection of the Transfer Assessment.

Section 6. Penalties and Liens. Penalties and liens shall be imposed as set forth in Title 1, Chapter 10 of the Code.

Section 7. Relationship to Property. Each Owner acknowledges and agrees that, because the funds raised by the Transfer Assessment are required to be used for the purpose specified in Section 5 above, the obligations imposed by this Covenant are related to and touch and concern the FDP Properties. This Covenant shall run with title to each of the FDP Properties and be binding on all persons who hereafter acquire any interest in any of the FDP Properties, whether as an owner, renter, trustee, or mortgage beneficiary or otherwise.

Section 8. Recording. This Covenant shall be recorded in the records of Grand County, Colorado.

Section 9. Enforcement. This Covenant is made for the express benefit of the owners and occupants of the FDP Properties and for the additional express benefit of the Town. The Town shall have the right and power to enforce the terms of this Covenant as provided in the Code, including but not limited to Titles 1 and 7 thereof, and to bring suit for either legal or equitable relief for any breach, default, or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and the applicable Owner or its successors and assigns is

provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within ten (10) days after receipt of such notice.

Section 10. Defense and Cure of Covenant.

(a) In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, the Owners shall cooperate with the Town in the defense of such challenge, with each bearing its own costs and attorney fees. During the pendency of any such legal challenge, through and including any Final Court Action, the Owners shall not assert any legal position contrary to the enforceability of this Covenant.

(b) In the event of a Final Court Action determining this Covenant to be invalid or unenforceable, in whole or in part, resulting from such third-party legal challenge, the Owners shall cooperate with the Town as necessary, and use its efforts to cure any such legal defects identified by such Final Court Action, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment as set forth in Section 1 above, or the purposes for which the funds raised by the Fee shall be expended, as set forth in Section 5 above.

(c) If this Covenant is held to be invalid or unenforceable by any Final Court Action, the Owners shall not be required to purchase or repurchase any of the FDP Properties to effect a cure nor be required to pay any Transfer Assessment not collectable by the Town.

Section 11. Severability. A determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

Section 12. Statements. Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Assessment with respect to any specific portion of the FDP Properties identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than thirty (30) days after receipt of the request, and shall be binding on the Town.

Section 13. Amendment. This Covenant shall not be amended or terminated without the advance written consent of the Town. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by each of the Owners or their successors in the same manner as this Covenant and duly recorded.

Section 14. Term. The Transfer Assessment shall become effective upon recording of this Covenant and shall have an indefinite term, the intent being that this Covenant shall apply in perpetuity.

Section 15. Governing Law and Venue. The interpretation, enforcement or any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Covenant shall be in Grand County, Colorado.

Section 16. Encumbrance. Until terminated, each and every provision contained in this Covenant shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the FDP Properties is transferred, granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

Section 17. Incorporation of Recitals. The recitals stated herein are hereby incorporated into the operative provisions of this Covenant by this reference as if such recitals were set forth herein in full.

IN WITNESS WHEREOF, each of the Owners has executed this Covenant as of the Effective Date.

JAC COLORADO II, LLC, a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of JAC Colorado II, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires: _____

COOPER CREEK WP, LLC,
a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____, 2022, by Charles J. Johnson, as Authorized Representative of Cooper Creek WP, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires: _____

STATION WP, LLC,
a Colorado limited liability company

By: _____
Charles J. Johnson
Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed and sworn to before me this ____ day of _____,
2022, by Charles J. Johnson, as Authorized Representative of Station WP, LLC, a Colorado limited
liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires: _____

**WINTER PARK TOWER, LIMITED
LIABILITY COMPANY**, a Colorado
limited liability company dba Winter Park
Tower, LLC

By: _____
Robin Wirsing
Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
_____ day of _____, 2022, by Robin Wirsing, as Manager of Winter Park Tower,
Limited Liability Company, a Colorado limited liability company dba Winter Park Tower, LLC,
on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

Exhibit A
to
DECLARATION OF COVENANT
General Real Estate Transfer Assessment

JAC Property (to be inserted)

CCWP Property (to be inserted)

SWP Property (to be inserted)

WPT Property (to be inserted)