



**INTEGRATED EMPLOYEE HOUSING ENFORCEMENT AGREEMENT**

THIS INTEGRATED EMPLOYEE HOUSING ENFORCEMENT AGREEMENT (the "Agreement") is made as of the 23<sup>rd</sup> day of December, 2008 (the "Effective Date") by and between COPPER MOUNTAIN, INC., a Delaware corporation ("CMI") and SUMMIT COUNTY, COLORADO, a body politic and corporate and political subdivision of the State of Colorado ("County").

**RECITALS**

A. CMI is the owner of that property located within Summit County, Colorado more commonly known as Copper Mountain Resort (the "Resort").

B. The Resort is governed by the Copper Mountain Planned Unit Development Designation recorded in the Summit County, Colorado real property records on December 23, 2008 at Reception No. 902442 (the "Copper Mountain PUD").

C. There are currently certain condominium units located within the Resort which are restricted solely to use and occupancy as employee housing for employees of the Resort (the "Restriction"), which condominium units are defined in the Copper Mountain PUD as the "Integrated Employee Housing Units."

D. The Restriction is created and imposed on the Integrated Employee Housing Units in each case by that declaration of covenants for the particular condominium project within the Resort in which such condominium unit is located (collectively the "Declarations").

E. The Declarations vest CMI with the power to enforce the Restriction against certain of the Integrated Employee Housing Units (the "CMI Enforcement Units"), which CMI Enforcement Units are set forth on Exhibit A hereto.

F. The County desires the power to enforce the Restriction against the CMI Enforcement Units in the event CMI fails to do so for any reason.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions herein contained, CMI and the County hereby agree as follows:

1. Grant of Enforcement Rights. In addition to: (i) any and all rights the County may have under the Copper Mountain PUD to enforce the Restriction in connection with the Integrated Employee Housing Units; and (ii) any rights to enforce the Restriction assigned to the County by the Copper Mountain Property Owners and Lessees Association ("POLA"), CMI hereby grants and assigns, in part, to the County, all rights to initiate and pursue enforcement actions, at law or in equity, as the County in its sole discretion deems necessary, to prevent, correct or require correction of any violation of the terms and purposes of the Restriction in connection with the CMI Enforcement Units in the event CMI fails to do so for any reason. CMI assigns such enforcement power to the County pursuant to all express and implied rights CMI holds under the Declarations or any other written instrument to undertake enforcement action in

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connection with any CMI Enforcement Unit. The remedies that may be available to Summit County shall include, but not be limited to, specific performance, injunction, and recovery of reasonable attorneys' fees and costs for any such enforcement action.

2. County Enforcement Process. The County agrees to notify CMI in writing of any alleged violation of the Restriction by an owner of a CMI Enforcement Unit within ten (10) days upon the County's learning of such violation. CMI shall thereafter make a good faith effort to enforce the Restriction against such owner. Notwithstanding the foregoing, should CMI be unwilling to take such action, or after being provided reasonable time to enforce the Restriction is unable to do so, the County reserves the right to take such enforcement action directly, if, and only if, the County reasonably believes that County initiation of such enforcement is necessary and appropriate.

3. Notification. All notices or other communications between the County and CMI in connection with this Agreement must be in writing and signed by the party giving notice. Notice will be deemed properly delivered and received when personally delivered or upon deposit in the United States mail, first class postage prepaid. All such notices or other instruments will be addressed to the party at the address below or to such other addresses as the party may designate by written notice:

IF TO THE COUNTY: Summit County, Colorado  
Attn: Planning Department Director  
P.O. Box 626  
Frisco, CO 80443

with copies to: Summit County Attorney  
P.O. Box 68  
Breckenridge, CO 80424

IF TO CMI: Gary Rodgers, President  
Copper Mountain, Inc.  
209 Ten Mile Circle, 2<sup>nd</sup> Floor  
P.O. Box 3001  
Copper Mountain, CO 80443

with copies to: Jacobs, Chase, Frick, Kleinkopf & Kelley  
1050 17<sup>th</sup> Street, Suite 1500  
Denver, CO 80265  
Attn: Shane J. Harvey

4. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages or to bring suit, or other proceeding against either CMI or the County because of any term contained in this Agreement.

5. Entire Agreement. This Agreement states the entire understanding of CMI and the County with respect to its subject matter and supersedes any and all prior agreements and

understandings between the parties with respect to its subject matter. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing.

6. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by both of the parties hereto.

7. Applicable Laws. At all times during the performance of this Agreement, the County shall strictly adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall be proper only in Summit County, Colorado.

8. Counterparts. This Assignment may be executed in any number of counterparts and by each party on a separate counterpart or counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of CMI and the County, their successors and assigns.

10. Warranty of Signers. Each individual executing and delivering this Agreement hereby represents and warrants that such individual has been duly authorized and empowered to make such execution and delivery.

11. Governmental Immunity. The County does not intend to waive, by any provision of this Agreement, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

*[Signatures on following page]*

IN WITNESS WHEREOF, CMI and the County have caused this Agreement to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first above written.

**CMI:**

COPPER MOUNTAIN, INC., a Delaware corporation

By: [Signature]  
Name: GARY RODGERS  
Title: PRESIDENT + COO

**COUNTY:**

SUMMIT COUNTY, COLORADO, a body politic and corporate and political subdivision of the State of Colorado

By: [Signature]  
Name: ROBERT H.S. FRENCH  
Title: VIC Chair

Approved as to form  
DT  
Legal

**EXHIBIT A**

**CMI ENFORCEMENT UNITS**

<b>Condominium Project</b>	<b>Unit No.</b>
Anaconda	107 and 212
Bridge End	101, 103, 109 and 111
Copper Junction	E1, E2 and E3
Copper Valley	B-1, B-2 and 108
Elk Run	5
Foxpine Inn	102, 109 and 137
Mountain Plaza	204, 206 and 208
Passage Point	122, 323 and 423
Snowbridge Square	109, 110, 111, 112, 209, 210, 211 and 212
Snowflake	202A, 202B, 203A and 203B
Spruce Lodge	192, 193, 194, 196, 198 and 199
Summit House	201, 202, 203 and 207
Telemark Lodge	2208, 2209, 2210, 2513, and 2514
Ten Mile	D-1 and D-2
The Cache	3-102
The Cirque	119
The Greens	216C
The Lodge at Copper	103, 104, 105, 106 and 108
Timber Creek	104, 105, 106, 110 and 111
Togwotee Lodge	104
Tucker Mountain Lodge	114, 115, 116 and 117
Village Square	160, 162, 164, 166, 168, 170, 248, 250, 252, 254, 256, 260, 262, 264, 266, 268, 270, 350, 352, 354, 360, 362, 364, 366, 368, 370, 450, 452 and 454
West Lake Lodge	101, 103, 105, 107, 109, 203, 205, 207 and 209
Wheeler House	103, 105 and 108