

**KEYSTONE RANCH WATER SYSTEM
COST-SHARING AGREEMENT (WATER METERS)**

THIS KEYSTONE RANCH WATER SYSTEM COST-SHARING AGREEMENT (WATER METERS) (the "Agreement") is entered into and effective as of this 19th day of October, 2022 (the "Effective Date"), between Keystone Ranch Water Company, a Colorado nonprofit corporation ("KRWC"), Vail Summit Resorts, Inc., a Colorado corporation ("VSRI"), Keystone Ranch Homeowners Association, Inc., a Colorado nonprofit corporation ("KRHOA"), and Keystone East Ranch Homeowners Association, Inc., a Colorado nonprofit corporation ("KERHOA") (collectively, the "Parties").

RECITALS

- A. KRHOA and KERHOA are the homeowners' associations for the Keystone Ranch and Keystone East Ranch subdivisions located in Summit County, Colorado.
- B. VSRI owns and operates the Keystone Ranch restaurant, clubhouse, golf course bathrooms, pool facility and golf course maintenance facility ("Keystone Ranch Facilities").
- C. KRWC operates a water system and provides water service to VSRI for the Keystone Ranch Facilities and to the homeowners associated with KRHOA and KERHOA in the Keystone Ranch and Keystone East Ranch subdivisions (the "Water System").
- D. VSRI, KRHOA, and KERHOA currently share the expense of maintaining the Water System on an informal basis.
- E. The Parties now desire to formalize the use and cost-sharing arrangements for the Water System under the terms of this Agreement.
- F. The Parties have agreed that it would be mutually beneficial to investigate and implement a program for the installation and operation of individual water meters on all of the users of water supplied by KRWC through the Water System (the "Water Meter Program"), in order to develop water use information and assist with KRWC's billing structure.
- G. For the benefit of the Water System and its users, KRWC, VSRI, KRHOA and KERHOA desire to enter into this Agreement for sharing of the costs and expenses of implementing and operating the Water Meter Program.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Cost-Sharing Obligations. VSRI, KRHOA and KERHOA shall pay KRWC for the costs of the fees and expenses incurred by those consultants listed in the attached Exhibit "A" (the "Consultants"), for implementation of the Water Meter Program. The Consultants are to be retained by KRWC to initiate and implement the Water Meter Program, including but not limited to installing, replacing and maintaining water meters on all users of the Water System, and to take the steps necessary to implement and operate the Water Meter Program. The costs and fees of the Consultants shall be shared between the Parties pursuant to the following allocation:

VSRI:	14.8%
KRHOA:	58.3%
KERHOA:	26.9%

The Parties agree that the above allocation is fair and reasonable, and shall each pay to KRWC its share of the above described costs in accordance with this allocation within thirty (30) days of receiving a copy of an invoice from KRWC.

2. Receipt and Status of Consultants' Reports. Each party shall receive all written reports and invoices of the Consultants' work and other relevant materials directly from the Consultant(s) (the "Consultant Reports"). KRWC will consult and coordinate regularly with the other Parties regarding the scope and progress of the Consultants' work and the preparation of any Consultants' Reports.

3. Term. This Agreement will expire on the third (3rd) anniversary of the Effective Date, unless earlier terminated by any party pursuant to the terms of this Agreement.

4. Implementation of Water Meter Program. KRWC will have primary responsibility for day-to-day implementation of the Water Meter Program, and shall work with the consultants identified on Exhibit A to accomplish this. KRWC will consult and coordinate regularly with the other Parties regarding the scope and progress of the Water Meter Program. The Parties will work together and cooperate in good faith to implement the Water Meter Program, including with respect to appropriate homeowner notifications and securing cooperation and access to install, operate, and read, individual water meters, with KRHOA and KERHOA having primary responsibility for communicating with their respective members, and for securing the consent and permanent agreement of its members to non-exclusive access, by KRWC and its employees, agents, contractors, and licensees, to the properties and homes in the Keystone Ranch and Keystone East Ranch subdivisions for the limited purpose of carrying out, implementing, and operating the Water Meter Program.

5. Default. If any party to this Agreement fails to perform in accordance with any of the terms, covenants or conditions of this Agreement, the non-defaulting party may, upon giving twenty (20) days written notice of the alleged default, have the right to terminate this Agreement and pursue any remedy available at law or in equity.

6. Notices. Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if sent by email and first class United States mail, postage prepaid, addressed as follows:

If to KRWC:

Keystone Ranch Water Company
Attn: Stefan O'Rourke
390 Interlocken Crescent
Broomfield, CO 80021

If to VSRI:

Vail Summit Resorts, Inc.
Attn: Chris Sorensen
390 Interlocken Crescent, Suite 1000
Broomfield, CO 80021

With a copy to:

Attention: Legal Department
390 Interlocken Crescent
Broomfield, CO 80021
Email: legalnotices@vailresorts.com

If to KRHOA:

Keystone Ranch Homeowners Association, Inc.
c/o Keystone Property Management
P.O. Box 38, K-19
Keystone, CO 80435

If to KERHOA:

Keystone East Ranch Homeowners Association, Inc.
c/o Keystone Property Management
P.O. Box 38, K-19
Keystone, CO 80435

If to KRHOA or KERHOA, with a copy to:

Spierer, Woodward, Corbalis & Goldberg, PC
Attention: Seth Murphy
5050 S. Syracuse Street, Suite 900
Denver, CO 80237
Email: seth.murphy@practicallawyer.com

7. Miscellaneous.

a. Severability. If any clause or provision of this Agreement is held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, nevertheless will remain in full force and effect.

b. Amendment. No amendment, alteration, modification of or addition to this Agreement will be valid or binding unless expressed in writing and signed by the Parties to be bound thereby.

c. Captions. The captions of each section are added as a matter of convenience only and will be considered of no effect in the construction of any provision of this Agreement.

d. Governing Law and Jurisdiction. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the District Court for Summit County, Colorado.

e. Survival. All provisions, rights and obligations of the Parties that are to be performed after the termination of this Agreement will survive the termination of this Agreement.

f. Time. Time is of the essence with respect to the performance of each of the covenants and agreements herein set forth.

g. Review. The Parties and their respective counsel have reviewed this Agreement in its entirety and acknowledge that each has had a full opportunity to negotiate the Agreement's terms. Therefore, the Parties expressly waive all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all of its provisions will be construed as a whole, according to the fair meaning of the language used.

h. Counterparts; Facsimile Transmission. This Agreement may be executed and transmitted by facsimile or electronically and/or in any number of counterparts, any or all of which may contain the signatures of less than all the Parties, and all of which will be construed together as but a single instrument and will be binding on the parties as though originally executed on one originally executed document. All facsimile or electronic counterparts promptly will be followed with delivery of original executed counterparts.

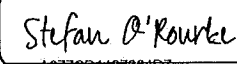
i. Authority. This Agreement constitutes a valid and binding agreement of the Parties, enforceable against each in accordance with its terms. To the extent the Parties are not natural persons, the persons executing this document on such party's behalf have actual power and authority to bind the corporation or other entity and to execute and deliver this Agreement.

j. No Third Party Beneficiaries. This Agreement is binding on and benefits only the Parties and their respective successors, and permitted assigns. Nothing in this Agreement gives any rights or remedies to any other person.

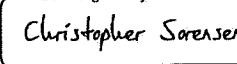
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.


KEYSTONE RANCH WATER COMPANY

By: 
A877CD1427364D7...
Name: Stefan O'Rourke
Title: Sr. Manager BM-Engineering Keystone Resort

VAIL SUMMIT RESORTS, INC.

By: 
1B29587415D144C...
Name: Christopher Sorensen
Title: VP/GM Keystone Resort

KEYSTONE RANCH HOMEOWNERS ASSOCIATION, INC.

By:  10/7/2022
219A8F788145440...
John Pringle, President

KEYSTONE EAST RANCH HOMEOWNERS ASSOCIATION, INC.

By: LEON LEVY 10/9/2022
7644D66E0E474B6...
Leon Levy, President

**EXHIBIT A
TO
KEYSTONE RANCH WATER SYSTEM
COST-SHARING AGREEMENT (WATER METERS)**

Steven O'Rourke Estimate Worksheet		Ranch Water Metering and Data Collection		Date: 8/30/22
	Labor	Materials	Total	Comments
Water Meters and Data Collection Units		\$ 84,091.77	\$ 84,091.77	Quoted from Core and Main 7/01/22
Water and DCU Installation	\$ 160,000.00			Quote from Brackentridge Mechanical and Vowel Plumbing average est.
Electrical connections	\$ 3,000.00			Electrical connections at the water tank for the antenna and server connections
Cellular / Cable communications	\$ 2,000.00			Transmission of data to server set up fee
Confined Space allowance	\$ 3,000.00			Confined space allowance for the meter installation
East Dillon Water Dist.	\$ 16,250.00			Allowance to use E. Dillon's data collection server
Achra Data Collection Units	\$ 2,500.00			Data collection software user fee

Total		\$ 971,841.77
Contingency 20%		\$ 194,368.35
Subtotal		\$ 777,473.42
Tax on materials 6.375%		\$ 49,368.35
Total		\$ 826,841.77