

TRANSIT CENTER JOINT OPERATING AGREEMENT

This Transit Center Joint Operating Agreement ("Agreement") is entered into as of the 1st day of NOVEMBER 12, 2010, by and between **BASE VILLAGE METROPOLITAN DISTRICT NO. 1** (the "District"), a quasi-municipal corporation and a political subdivision of the State of Colorado, and the **TOWN OF SNOWMASS VILLAGE, COLORADO**, a home-rule municipality of the State of Colorado (the "Town") (individually may be referred herein to as a "Party," and collectively may be referred to herein as the "Parties").

RECITALS

WHEREAS, the District was organized pursuant to the Special District Act of the Colorado Revised Statutes for the purpose of constructing, operating and maintaining public improvements; and

WHEREAS, the Town was formed under a charter adopted in 1977; and

WHEREAS, the developer of the Snowmass Base Village project, Base Village Owner, LLC (the "Project" and "BVO," respectively) has constructed or is in the process of constructing certain facilities within the Project to be used for public transportation, as generally depicted on the map and accompanying descriptions set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Transit Center"); and

WHEREAS, certain elements of the Transit Center (denoted the "Metro District Transit Center Facilities" in Exhibit A) are expected to be conveyed to the District by BVO; and

WHEREAS, until such time as the Metro District Transit Center Facilities are conveyed to the District, BVO shall lease the Metro District Transit Center Facilities to the District; and

WHEREAS, the District is to have the primary responsibility for the operations and maintenance of the Metro District Transit Center Facilities; and

WHEREAS, the Town is to have the right to manage bus operations within the Metro District Transit Center Facilities, for the benefit of the public; and

WHEREAS, the Parties desire to provide the operations and maintenance by the District of the Metro District Transit Center Facilities, and the management of bus operations by the Town, and for other matters of mutual benefit to the Town and the District in relation thereto; and

WHEREAS, pursuant to Colo. Const. Art. XIV, Sec. 18(2), and § 29-1-201, C.R.S., political subdivisions and governments such as the District and the Town are permitted and encouraged to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and each may cooperate and contract with each other to provide any function, service or facility lawfully authorized to each and any such contract may provide for the joint exercise of the function, service or facility; and

WHEREAS, the District and the Town have each independently determined that it is in the best interests of their respective users to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Obligations of District for Operation and Maintenance of Metro District Transit Center Facilities. The District shall be responsible for the operation and maintenance of the Metro District Transit Center Facilities (with the exception of those functions to be performed by the Town under Paragraph 2 hereof), commencing on the date of this Agreement. These responsibilities shall include snow, ice, and trash removal, operation and maintenance of the elevators and escalators and maintaining safe public access from the bus bays through building 7 and to the Base Village Plaza. Notwithstanding the foregoing, the District's obligations with respect to the Transit Office and Transit Office utility infrastructure shall be limited to maintaining the structural integrity of such facilities, and the District shall not be responsible for the costs of any heating, electrical, signage, security cameras, trash removal, and other normal operations and routine maintenance of the Transit Office and Transit Office utility infrastructure. The District's operation and maintenance responsibility is subject to requirements and limitations of the Colorado Budget Law, availability of funds, and the terms of existing agreements.

2. Obligations of Town for Operating Costs. The Town shall be responsible for the operations and maintenance costs of the 100 square foot Transit Office (identified on Exhibit A), utilities to the Transit Office, including any heating, electrical, signage, security cameras, Transit Office trash removal, and other normal operations and routine maintenance. Any additional signage installed by the Town or at the Town's request shall be maintained by the Town except signs pursuant to the Base Village sign plan. The Town, in its sole discretion, may also staff the Transit Office. If the Town staffs the Transit Office it will do so at its expense and handle all employee matters.

3. Rights and Obligations of Town with Regard to Bus Operations. Town will manage bus operations (scheduling, route information, route signage, use of bays by buses) in the Metro District Transit Center Facilities to carry out the Public Transportation Purposes. The Town shall have clear unobstructed use of the bus bays in the Metro District Transit Center Facilities. The term "Public Transportation Purposes" shall mean the use of the Transit Center Facilities by members of the general public by Town of Snowmass Village shuttles and Roaring Fork Transportation Authority buses. Other uses by any user other than Town of Snowmass Village or Roaring Fork Transit Authority of the bus bays are not permitted unless allowed by written consent from the Town of Snowmass Village.

4. Term and Termination. This Agreement may be terminated: 1) by either Party in accordance with Section 5 below; or 2) upon 90 days written notice from the Town to the District stating that the conditions of Section 3 above have not been met. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation

whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

5. Events of Default/Cure and Remedies. In the event of a breach of any material term of this Agreement by either Party (which shall include failure to provide for operations and maintenance functions and payment of the costs thereof as set forth in Paragraph 2) written notice must be provided to the breaching Party in accordance with Section 6. The breaching Party shall have 30 days to cure. A longer cure period may be allowed if both Parties agree. In the case of circumstances constituting health and safety hazards, the cure period shall be 10 days. The failure of either Party to cure a breach within the cure period shall constitute a default for which the Parties shall have the remedies described in Section 10 herein.

If a violation by either Party continues after a total of thirty (30) days from the date of the notice, then the other Party, at its election and without obligation to do so, may undertake the obligation defaulted on by the other Party, and upon demand shall be reimbursed for all costs and expenses, including reasonable attorneys' fees, incurred in determining to exercise this remedy and in its actual exercise. .

6. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be effective upon personal delivery, fax, or three (3) business days following deposit of the notices in the United States Mail, postage prepaid and addressed as follows, or to such other address designated by a party upon notice as hereinabove provided:

To the District:: White, Bear & Ankele Professional Corporation
William P. Ankele, Jr.
1805 Shea Center Drive, Suite 100
Highlands Ranch, CO 80129
(303) 858-1800; (303) 858-1801 (fax)

To Town: Town Manager
Town of Snowmass Village
P.O. Box 5010
130 Kearns Road
Snowmass Village, CO 81615
(970) 923-3777 ext. 606; (970) 923-6083 (fax)

7. Amendment. This Agreement cannot be amended or modified except by a writing executed by the Parties.

8. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

9. Waiver. No failure by any party to insist upon the strict performance of any agreement, term, covenant, or condition hereof or the exercise of any right or remedy consequent upon any default, and no acceptance of full or partial performance during the continuance of any

such default, shall constitute a waiver of any such default of such agreement, term, covenant, or condition.

10. Remedies/Venue. In the event of a default of this Agreement, the Parties shall have such legal and equitable remedies as may then be available under the laws of the State of Colorado, and otherwise as expressly set forth in this Agreement. Venue for any action brought to enforce the terms hereof shall be in the Pitkin County District Court. In addition, the Town may perform the District's operation and maintenance duties in the event of a breach, if the breach is not cured following proper notice as set forth herein, within the applicable period, and bill the District the reasonable costs for such operation and maintenance.

11. Attorneys' Fees. In the event of any dispute between the Parties arising out of this Agreement, each Party shall be responsible for its own attorneys' fees.

12. Assignment; Delegation. Except as expressly set forth herein or as contemplated hereby, neither this Agreement, nor any of the parties' rights, obligations, duties or authorities hereunder may be assigned or delegated in whole or in part by any party without the prior written consent of the other parties, which consent shall not be unreasonably withheld. Any attempted assignment or delegation in violation of the foregoing shall be deemed void.

13. No Third Party Beneficiaries. None of the terms, conditions or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any person or entity other than the parties hereto. Any other person or entity affected by this Agreement shall be deemed an incidental beneficiary.

14. No Personal Liability of Board Members and Officers. No individual who is a director and/or officer, or elected official of any Party shall be subject to personal liability to any person or entity in connection with the performance or non-performance of any of the obligations of the Parties hereunder.

15. Severability. If this Agreement, or any portion of it, is for any reason held invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

16. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute a single agreement.

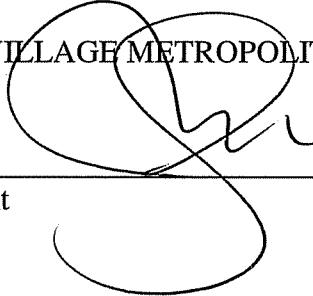
17. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the matters set forth herein, and all prior agreements or understandings with respect to the subject matter hereof are deemed merged herein.

18. Insurance. During the Term of the Agreement, the Town shall carry, in accordance with the requirements of this Section, insurance for its bus operations covering liability and property damage for death or bodily injury in any one occurrence in a combined

single limit sum of not less than \$1,500,000 per accident/occurrence, with companies acceptable to the District which are authorized to do business in the State of Colorado and are governed by the regulatory authority which establishes maximum rates in the vicinity. Evidence of the existence of such policies shall be delivered to the District in the form of a certificate of insurance providing, among other things, that the insurance coverage may not be cancelled without thirty (45) days' prior written notice to the District. Such insurance shall be primary and non-contributing with any similar coverage carried by the District. The District and any parties designated by the District shall be named as an additional insured under the insurance the Town is required to provide under this Agreement and the insurance company shall provide applicable waivers of subrogation.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year written above.

BASE VILLAGE METROPOLITAN DISTRICT NO. 1

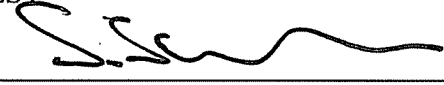


President

11/15/10

Date

ATTEST

By: 

Secretary

11/23/10

TOWN OF SNOWMASS VILLAGE, COLORADO

[Handwritten Signature]

11/9/10

Date

By: _____

Title: *Town Manager*

ATTEST

Andi B Coxon
By: _____
Clerk

APPROVED AS TO FORM

By: _____
Town Attorney

TOWN OF SNOWMASS VILLAGE, COLORADO

By: [Signature]
Title: Town Manager

11/9/10
Date

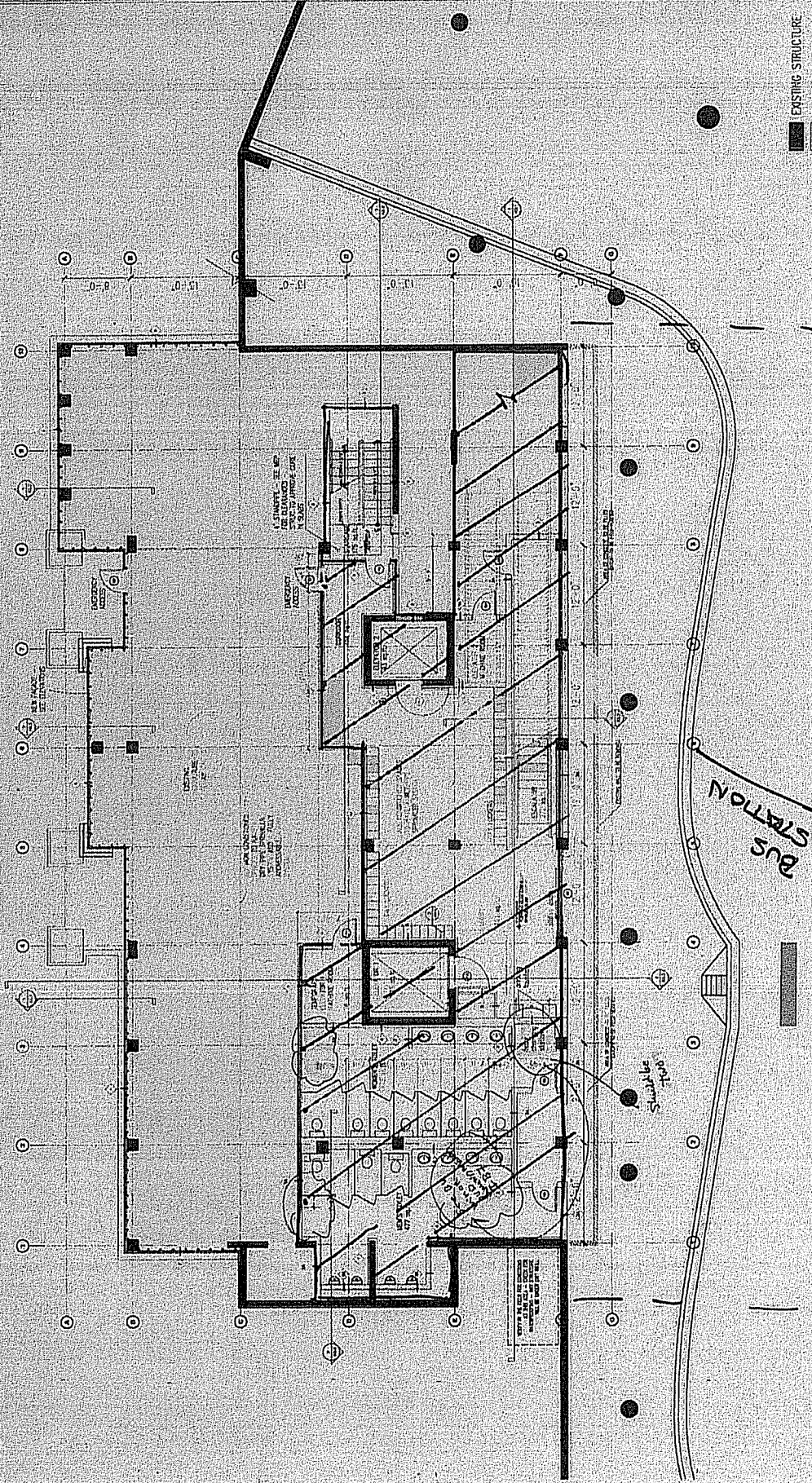
ATTEST
By: [Signature]
Clerk

APPROVED AS TO FORM
By: [Signature]
Town Attorney

EXHIBIT A

Metro District Transit Center Facilities
(including transit office)

EXHIBIT: METRO DISTRICT TRANSIT CENTER FACILITIES
 ▨ MDTCE AREAS



EXISTING STRUCTURE
 EXISTING SLAB
 NEW WALLS

1 ARRIVAL LEVEL FLOOR PLAN (ELEV. 8387'-6")
 A3.1 3/16" = 1'-0"

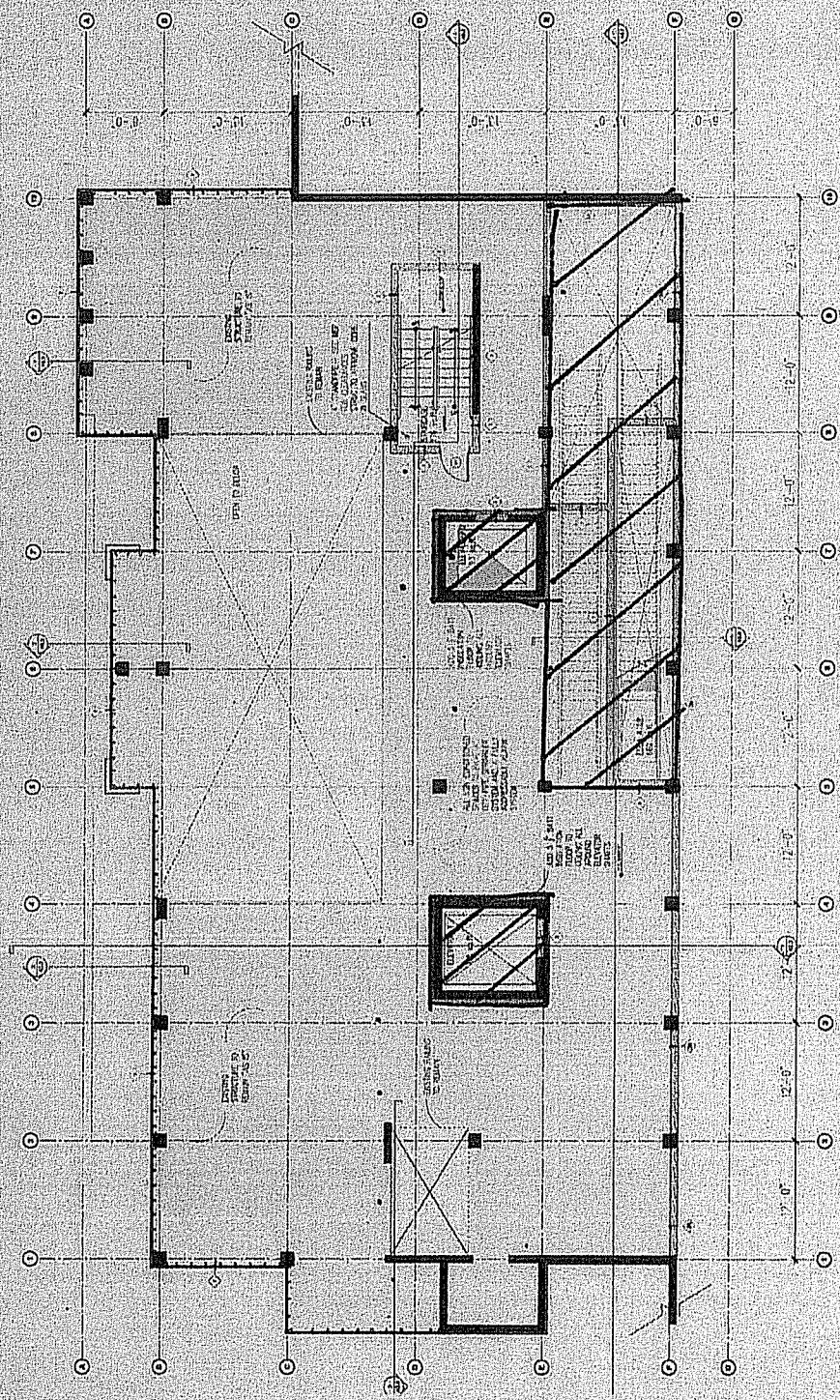


Manchester Architects, Inc.
 Snowmass + Carbondale
 SNOWMASS VILLAGE, CO 81615
 BUILDING 7

MANCHESTER ARCHITECTS, INC.
 ARCHITECTURE ■ INTERIORS ■ PLANNING
 SNOWMASS VILLAGE, CO 81615 ■ CARBONDALE
 P.O. BOX 2273 ■ S. HOLLOWAY ROAD
 SNOWMASS VILLAGE, CO 81615

DATE: 01/14/15
 SHEET: A3.1

EXHIBIT: METRO DISTRICT TRANSIT CENTER FACILITIES
 / MOTEC AREAS



- EXISTING STRUCTURE
- EXISTING SLAB
- NEW WALLS

1 LEVEL P2 FLOOR PLAN (ELEV. BADA-07)
 A3.2 3/15' = 11"



MANCHESTER ARCHITECTS, INC.
 2000 15TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1111 FAX: 303.733.1112
 WWW.MANCHESTERARCHITECTS.COM

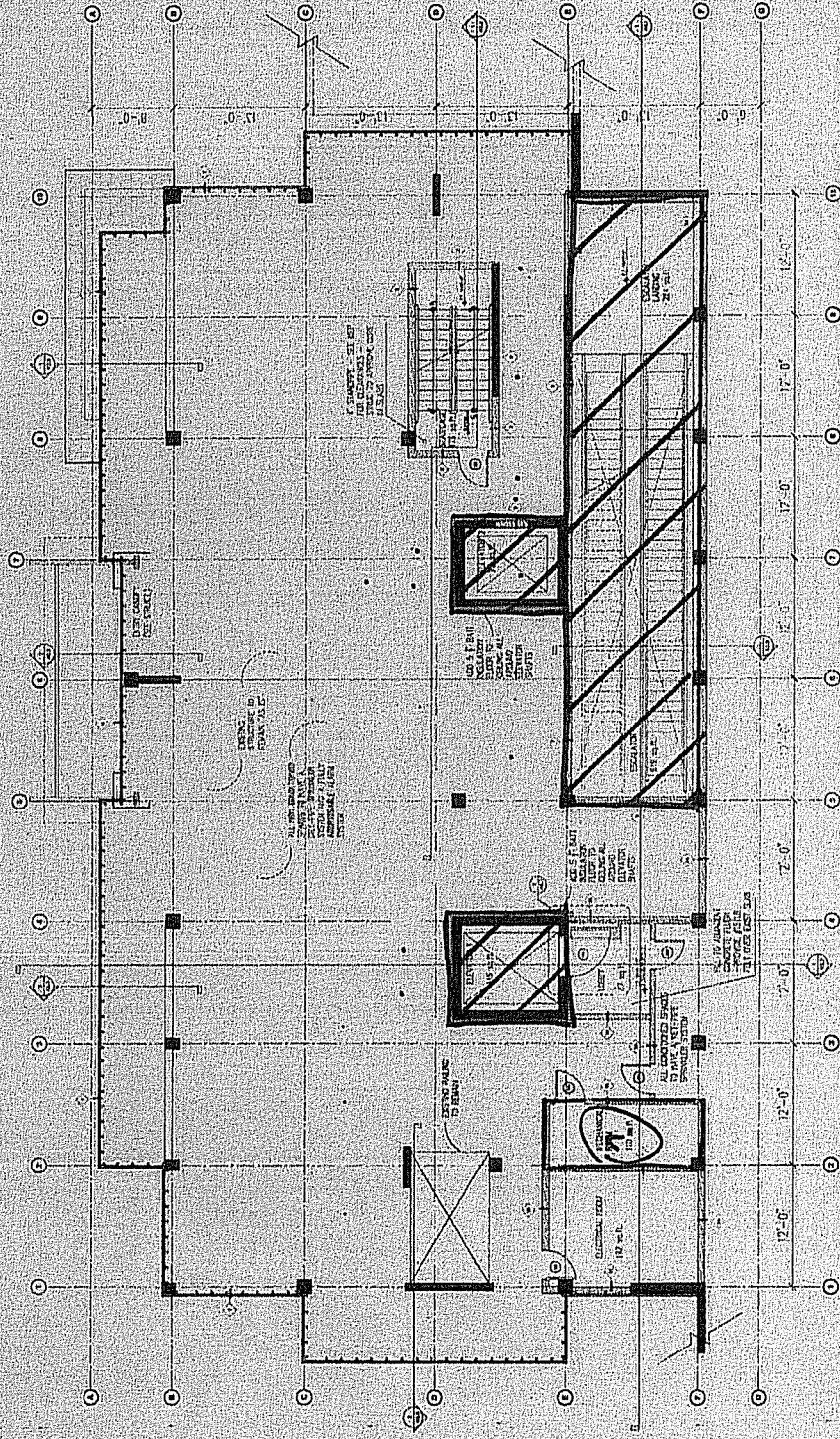
BUILDING 7
 SNOWMASS BASE VILLAGE
 SNOWMASS VILLAGE, CO 81615

Manchester Architects, Inc.
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 2000 15TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1111 FAX: 303.733.1112
 WWW.MANCHESTERARCHITECTS.COM

FILE NO.
 A3.2

A3.2

EXHIBIT: METRO DISTRICT TRANSIT CENTRE FACILITIES
 ▨ : MDTECF AREAS



EXISTING STRUCTURE
 EXISTING SLAB
 NEW WALLS

1 LEVEL P1 FLOOR PLAN (ELEV. 84'4\"/>



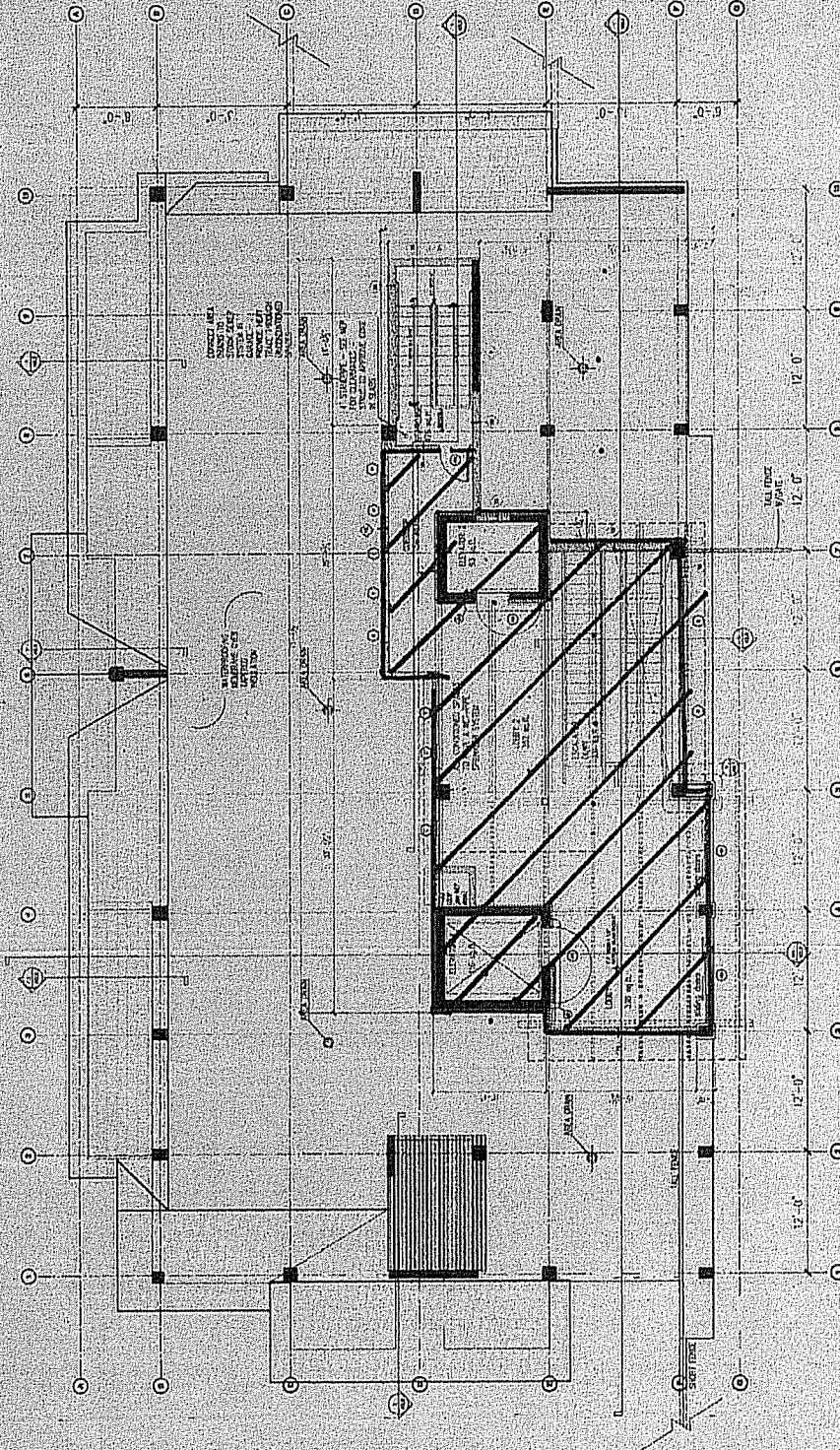
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BUILDING 7
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Manchester Architects, Inc.
 Snowmass + Carbondale
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 SNOWMASS VILLAGE, CO 81615 • 970.233.4471
 ARCHITECTURE • INTERIORS • PLANNING •

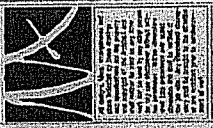
PROJECT
A3.3

EXIST: METRO DISTRICT TRANSIT CENTER FACILITIES
 MDTCF AREAS



EXISTING STRUCTURE
 EXISTING SLAB
 NEW WALLS

1 VILLAGE LEVEL FLOOR PLAN (ELEV. 8425'-0")
 A3.4 3/16" = 1'-0"



BUILDING 7
 SNOWMASS BASE VILLAGE
 SNOWMASS VILLAGE, CO 81615

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 SNOWMASS VILLAGE, CO 81615 • CARBONDALE, CO 81623

ENTRANCE
 VILLAGE LEVEL
A3.4