

AGREEMENT TO EXTEND DEVELOPMENT PERIOD

THIS AGREEMENT TO EXTEND DEVELOPMENT PERIOD ("Agreement") is made as of July 5, 2014, by and between **Granby Ranch Conservancy, Inc.**, a Colorado nonprofit corporation (the "Association"), on the one hand, and **Granby Realty Holdings LLC**, a Colorado limited liability company, (the "Declarant") on the other hand (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Declarant is the Declarant for Granby Ranch, a "large planned community" pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et seq* ("CCIOA" or the "Act");

WHEREAS, the Association is the master association for Granby Ranch;

WHEREAS, Granby Ranch is subject to and encumbered by the Second Amended and Restated Declaration for Granby Ranch recorded June 4, 2013 at Reception No. 2013004939 of the Grand County real property records, as amended (the "Declaration"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Declaration;

WHEREAS, pursuant to Section 2.18 of the Declaration, the Development Period is defined as the period of time during which Declarant is entitled to exercise Development Rights and Special Declarant Rights, as those terms are defined in the Declaration;

WHEREAS, pursuant to Section 2.18 of the Declaration, the Development Period will expire on May 11, 2030;

WHEREAS, pursuant to Section 2.18 of the Declaration, the Development Period may be reinstated or extended by agreement between Declarant and the Association, subject to such terms as the Board may impose;

WHEREAS, the Declarant desires to extend the Development Period to May 11, 2062 to be able to secure and service financing for development of Granby Ranch and to align the Development Period expiration date with zoning and development approval extensions already granted to Granby Ranch by the Town of Granby and with the extension of the last date by which the Private Amenities can be conveyed by the Declarant to the Headwaters Metropolitan District;

WHEREAS, a Special Meeting of the Board of Directors of the Association was held on May 14, 2014 and continued to June 4, 2014 at which the Board approved the Association entering into an agreement with the Declarant to extend the Development Period, subject to approval by a vote of the Owners and Members;

WHEREAS, a Special Meeting of the Owners and Members was held on July 5, 2014 at which the Association's execution of this Agreement was approved and ratified by the requisite affirmative vote of Owners and Members;

WHEREAS, the Declarant and the Association, acting on behalf of itself and its Owners and Members, find and agree that entering into this Agreement and thereafter performing, observing and satisfying its terms and conditions is in the mutual best interests of Granby Ranch, its Owners and Members, and the Parties hereto.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and stipulations contained herein, including the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and approved, the Declarant and the Association agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into the operative provisions of this Agreement as if set forth herein in full.

2. Extension of Development Period. The Parties agree that, subject to the following terms and conditions, the Development Period shall be extended to May 11, 2062.

3. Sales of Units by the Declarant. Failure on the part of the Declarant to sell a Unit in the ordinary course of business at least every six years shall constitute an event of default under this Agreement entitling the Association to exercise its rights and remedies hereunder following expiration of all applicable cure periods, if any.

4. Term, Termination and Extension. The Development Period shall expire on May 11, 2062, unless earlier terminated due to an uncured default hereunder, or Declarant's earlier voluntary termination, or unless extended by a subsequent written agreement duly authorized and executed by the Parties.

5. Notice and Cure of Default. In the event of default by any Party of any of the terms and conditions of this Agreement, the non-defaulting party shall give written notice of the default to the defaulting party. The notice of default shall specify the existence, nature and extent of the default. Upon receipt of the notice of default, the defaulting party shall immediately take all reasonable steps necessary to cure the alleged default as promptly and completely as possible.

a. In the event of a default by Declarant as described in Section 3 above, Declarant may cure the default by providing to the Association a written plan to remedy the default within sixty (60) days after notice of default is received. If no written plan is provided by Declarant within the sixty (60) day cure period, then subject to the terms of Sections 5.c. and 5.d. below, the Development Period will terminate and the Association may file a statement in the Grand County real property records confirming termination of the Development Period.

b. In the event of a default by the Association under this Agreement, the Association shall remedy the default within sixty (60) days after receipt of notice of default is received from Declarant, which notice shall state with particularity the grounds and basis for the alleged default. If the Association has not cured the default specified in Declarant's written notice within the sixty (60) day cure period (or such longer period as may be reasonably required not to exceed one hundred twenty (120) days if the default is not reasonably susceptible of cure within the sixty (60) day cure period and provided that the Association commences to cure such default within the sixty (60) day cure period and thereafter proceeds to promptly cure the same), then in such event and subject to the terms of Sections 5.c. and 5.d. below, Declarant may exercise any other right or remedy available to it at law or in equity, including, without limitation, an action for specific performance or injunctive relief.

c. In the event any Party shall dispute an asserted default by it, such Party shall specify in writing the reasons for such dispute within ten (10) business days after receiving notice of the alleged default. The Parties shall then meet to discuss whether non-binding mediation would be of assistance in resolving the dispute.

d. If an asserted default is disputed, the dispute shall be addressed through the following process prior to initiating litigation. An objection notice, which sets forth the dispute, shall be submitted by the objecting Party to the other Party. If an objection notice is submitted, the Parties shall meet promptly to resolve the matters at issue. If the Parties are unable to resolve their differences within a reasonable period of time, not to exceed ten (10) business days, the Parties shall be entitled to avail themselves of the remedies set forth in Section 7 below.

6. Compliance with Notice and Time Frame. No suit concerning a breach for enforcement of this Agreement shall be filed unless: (i) the notice under Sections 5.a. or 5.b., as applicable, has been given to the defaulting party; (ii) the default has not been cured, or the cure has begun and is being diligently pursued within one month after receipt of said notice by the defaulting party; and (iii) there has been compliance with the process outlined above, except that a suit may be commenced if an emergency circumstance exists that requires injunctive or other immediate relief.

7. Remedies Available. The Parties have the right to seek any remedies available to the Parties in law or in equity, including, without limitation, an action for specific performance or injunctive relief, after compliance with the conditions set forth in Sections 5.c., 5.d. and 6 above.

8. Modification. This Agreement may be modified, amended or changed, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties. No consent of any outside party shall be required for the negotiation and execution of any such agreement.

9. Authority to Bind. Each of the Parties represents, covenants and warrants to and with the other that (i) it is the relevant party in interest; (ii) it has the authority to execute this Agreement; and (iii) the persons executing this Agreement on their behalf are duly authorized to bind the respective Party.

10. Entire Agreement. This Agreement contains the entire agreement among the Parties with respect to the matters set forth herein.

11. Waiver/Amendment. The waiver of a breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach by the breaching Party of the same or another provision of this Agreement. No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid unless the same is in writing and signed by all of the Parties.

12. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, but all remaining provisions of this Agreement shall remain valid.

13. Attorneys' Fees. In the event any action is commenced to enforce the terms of this Agreement or the obligations of the Parties, the prevailing Party in any such action shall be awarded its costs and expenses, including reasonable attorneys' fees through all appeals, in addition to any other remedy awarded in such action.

14. Counterparts/Facsimile and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument, but all of which together shall constitute one instrument. Facsimile and electronics signatures shall have the same force and effect as original signatures for purposes of this Agreement.

15. Notices. Any notice required or permitted hereunder shall be deemed to have been received either: (i) the day actually received when delivered by hand; or (ii) one (1) day following the date deposited with Federal Express or other recognized overnight courier; or (iii) when sent by telecopy machine with confirmed receipt or uneditable electronic mail format (e.g. e-mail in Adobe PDF or similar software); or (iv) three (3) days following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):

To Granby Realty Holdings LLC
ATTN: Kyle Harris
P.O. Box 798
Granby, Colorado 80446

[Signatures continued from preceding page]

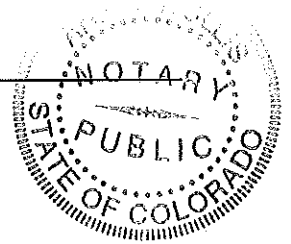
GRANBY REALTY HOLDINGS LLC, a Colorado
limited liability company

By: [Signature]
Kyle Harris, Chief Executive Officer

STATE OF COLORADO)
) ss
COUNTY OF Grand)

The foregoing Agreement was acknowledged before me this 30th day of June, 2014, by Kyle Harris, as Chief Executive Officer of Granby Realty Holdings LLC, a Colorado limited liability company, on behalf of the company.

[Signature]
Notary Public



My commission expires:

3/29/15

EXHIBIT A
GRANBY RANCH CONSERVANCY
LEGAL DESCRIPTION OF LAND INITIALLY AND SUBSEQUENTLY INCLUDED

All of the following described lands are within Township 1 North, Range 76 West of the Sixth Principle Meridian, Grand County, Colorado.

Section 3:

W1/2 of the SW1/4;
NE1/4 of the SW1/4;
SW1/4 of the NW1/4;

EXCEPT the Union Pacific (Denver & Rio Grande Western) Railroad right-of-way.

Section 4:

S1/2;
S1/2 of the NW1/4;
SE1/4 of the NE1/4;

EXCEPT the Union Pacific (Denver & Rio Grande Western) Railroad right-of-way.

Section 5:

SW1/4 of the SE1/4;
SW1/4;
S1/2 of the N1/2;
NW1/4 of the SE1/4;

lot 5 and lot 6 as shown on the Dependent Resurvey and Survey of Township 1 North, Range 76 West of the 6th P.M. accepted by the Bureau of Land Management on October 10, 1979 and filed in the Colorado State office on November 1, 1979;

EXCEPT (1) the Union Pacific (Denver & Rio Grande Western) Railroad right-of-way, and (2) the Silversage Subdivision.

Section 6:

SE1/4;
S1/2 of the NE1/4 lying Easterly of U.S. Highway 40;

EXCEPT (1) any portion lying within U.S. Highway 40, and (2) that tract of land as conveyed in instrument recorded July 18, 1962, in book 140, at Page 303, and (3) that tract of land as conveyed by

Morris Herefords to Gerald L. Rust and Betty Rust by instrument recorded March 12, 1963, in Book 142 at Page 510, and (4) that tract of land as conveyed by Morris Herefords to W.H. Sheppard and Susan A. Sheppard by instrument recorded August 9, 1966, in Book 154 at Page 119, and (5) The Highlands Subdivision, and (6) the Silversage Subdivision, and (7) that tract of land as conveyed by Silver Creek Development Company to Teddy Gene Kellner by instrument recorded January 6, 1987, in Book 410 at Page 642, and (8) Lot 5A of the 2nd Amendment to Granby Ranch Filing 14 as shown on the plat recorded on December 16, 2011 at Reception No. 2011009215 (withdrawn by document recorded on July 3, 2012 at Reception No.2012004831).

Section 7:

NE1/4 of the SE1/4 lying Easterly of U.S. Highway 40;

EXCEPT (1) any portion lying within U.S. Highway 40, and (2) that tract of land as conveyed by Leah R. Morris and Harry Morris by instrument recorded September 15, 1952, in Book 103 at Page 174, and (3) that tract of land as conveyed by Morris Herefords to William L. Walden and Winifred Mae Walden by instrument recorded August 25, 1965, in Book 151 at Page 17, and (4) that tract of land as conveyed by Morris Herefords to C & H Distributing Company by instrument recorded October 30, 1969, in Book 167 at Page 725, and (5) that tract of land as conveyed by Markus Marte and Antonia Marte to Joseph J. Marte by instrument recorded May 1, 1970, in Book 170 at Page 397, and (6) the Highlands Subdivision, and (7) the Silversage Subdivision, and (8) The Inn at Silver Creek - Phase II.

Section 6/7:

A 35.0 acre parcel of land West of U.S. Highway 40 as described in Book 352, Page 660, Grand County records.

Section 8:

NE1/4 of the SW1/4;

E1/2 of the NE1/4;

N1/2 of the SE1/4;

SE1/4 of the SE1/4;

E1/2 of the NW1/4;

Lots 2, 3, 4 and 5 Lakeview Subdivision;

lot 1 and lot 2 as shown on the Dependent Resurvey and Survey of Township 1 North, Range 76 West of the 6th P.M. accepted by the Bureau of Land Management on October 10, 1979 and filed in the Colorado State office on November 1, 1979;

All of Blocks 1, 2, 3 and 4, and lots 1, 2, 3, 4 and 5, Block 5, Brook Drive, Nymph Drive, Crystal Drive and Crystal Court, Innsbruck-Val Moritz, Grand County, Colorado, as recorded at Reception

Number 127907, Grand County records, in Section 8, Township 1 North, Range 76 West of the Sixth Principle Meridian, being more particularly described as follows:

Beginning at the Southwest corner of Section 8; thence along the West line of Section 8 N07°02'09"E, 1304.65 feet to the Northwest corner of the SW1/4 of the SW1/4 of Section 8; thence departing said West line N23°36'45"E, 285.82 feet to a point on the Southerly line of Village Road; thence along the Southerly line of Village Road the following three courses and curve;

- 1) N72°00'00"E, 207.66 feet;
- 2) 168.94 feet along the arc of a curve to the left having a radius of 440.00 feet, a central angle of 22°00'00" and a long chord which bears N61°00'00"E, 167.91 feet;
- 3) N50°00'00"E, 175.15 feet;

thence S39°59'59"E, 30.00 feet to a point on the Easterly line of Nymph Drive; thence along the Easterly line of Nymph Drive the following course and curve;

- 1) S39°59'59"E, 8.20 feet;
- 2) 130.66 feet along the arc of a curve to the right having a radius of 280.00 feet, a central angle of 26°44'14" and a long chord which bears S26°37'54"E, 129.48 feet to the

Northwest corner of Lot 5, Block 5;

thence along the Northerly line of Lot 5 N76°44'14"E, 135.12 feet; thence along the Easterly line of lots 5, 4, 3 and 2, Block 5, S04°15'15"E, 435.00 feet to the Northeast corner of Lot 1, Block 5;

thence along the Easterly and Southerly lines of Lot 1 the following two courses:

- 1) S15°16'16"W, 127.52 feet;
- 2) N63°19'18"W, 140.00 feet to a point on the Easterly line of Nymph Drive; thence along the Easterly line 41.93 feet along the arc of a non-tangent curve to the right having a radius of 230.00 feet and a central angle of 10°26'47" to the North corner of Lot 12, Block 4; thence along the Northerly, Easterly and Southerly lines of Block 4 the following nine courses:

- 1) S52°52'31"E, 140.00 feet;
- 2) S54°46'02"W, 314.39 feet;
- 3) S29°27'00"W, 115.57 feet;
- 4) S06°34'33"E, 135.29 feet;
- 5) S05°20'29"W, 144.50 feet;
- 6) S27°08'50"W, 141.09 feet;
- 7) S48°37'10"W, 199.82 feet;
- 8) S18°50'13"W, 171.02 feet;

9) N54°26'51"W, 130.00 feet to a point on the Easterly line of Crystal Drive; thence along the Easterly line 15.00 feet along the arc of a non-tangent curve to the right having a radius of 50.00 feet and a central angle of 17°11'20" to the Northeast corner of Lot 12,

Block 3; thence along the Easterly and Southerly lines of Lots 12 and 11, Block 3, the following two courses:

- 1) S37°15'32"E, 183.87 feet;

2) S85°44'44"W, 345.00 feet to the Point of Beginning;

All of the property labeled "Tract C" and "Tract D" on the First Administrative Plat Amendment to Granby Ranch Filing No. 7, recorded in the real property records of Grand County Colorado on June 30, 2006 at Reception No. 2006-006560;

EXCEPT (1) the Silversage Subdivision, and (2) the Inn at Silver Creek Phase 1, and (3) the Innsbruck-Val Moritz Subdivision, and (4) the Lakeview Subdivision, Phase 1 other than Lots 2, 3, 4 and 5.

Section 9:

E1/2 of the NW1/4;
NE1/4 of the SW1/4;
N1/2 of the NE1/4;

lots 1, 2, 3, 7, 8 and 9 as shown on the Dependent Resurvey and Survey of Township 1 North, Range 76 West of the 6th P.M. accepted by the Bureau of Land Management on October 10, 1979 and filed in the Colorado State office on November 1, 1979;

EXCEPT the Union Pacific (Denver & Rio Grande Western) Railroad right-of-way.

Section 10:

NW1/4 of the NW1/4;

EXCEPT the Union Pacific (Denver & Rio Grande Western) Railroad right-of-way.

Section 15:

W1/2 of the SW1/4;
NW1/4;

EXCEPT (1) the 23.99 acre Open Space Parcel in the Eagle Crest Subdivision, and (2) the Union Pacific (Denver & Rio Grande Western) Railroad right-of-way.

Section 16:

All of Section 16;

EXCEPT (1) that portion of Phase 1 of The Summit at Silver Creek platted as The Summit at Silver Creek Condominiums by the As Built Plat filed for record in the office of the Clerk and Recorder of Grand County, Colorado on February 22, 1985 at Reception No. 226723, and (2) The Mountainside at Silver Creek Phase I and II, and (3) Lots 1 and 2, Block 4 of the Silvergate Subdivision, and

(4) the 11.91 acre Open Space Parcel in the Ski Haven Estates Phase 1, and (5) the 2.40 acre Open Space Parcel in The Mountainside at Silver Creek Phase I, and (6) the 8.63 acre Open Space Parcel in the Silvergate Subdivision, and (7) the property described in the Quit Claim Deed from SilverCreek Development Company to The Summit at SilverCreek Homeowner's Association, recorded in the real property records of Grand County, Colorado on April 23, 1990 in Book 462 at page 890.

Section 17:

E1/2 of the E1/2;
W1/2 of the SE1/4;
E1/2 of the SW1/4.

Section 20:

NE1/4;
NW1/4 of the SE1/4;
NE1/4 of the NW1/4;
E1/2 of the SE1/4;

EXCEPT (1) Val Moritz Village Second Filing, and (2) the 7.8 acre open space parcel shown on the final plat of the Westridge Subdivision.

Section 21:

All of Section 21;

EXCEPT Val Moritz Village Second Filing.

Section 22:

W1/2 of the NW1/4.

Section 28:

All of Section 28;

EXCEPT that parcel of land as described in Book 467, Page 130, Grand County Records.

Section 29:

NE1/4 of the NE1/4;
S1/2 of the NE1/4;
SE1/4;

EXCEPT a parcel of land as described in Reception No. 95008910.

Section 32:

NE1/4;

EXCEPT the U.S. Highway 40 right-of-way.

Section 33:

NW1/4;

W1/2 of the NE1/4;

SE1/4 of the NE1/4;

EXCEPT the parcels of land as described in the following:

Book 467,	Page 130
Book 381,	Page 755
Book 375,	Page 47
Book 379,	Page 963
Book 350,	Page 947
Book 350,	Page 946
Book 375,	Page 48
Book 354,	Page 124
Book 328,	Page 625
Book 328,	Page 628
Book 328,	Page 630
Book 329,	Page 810, Grand County Records.

PORTIONS OF THE ABOVE DESCRIBED PROPERTIES HAVE BEEN SUBDIVIDED AND ARE NOW DESCRIBED AS FOLLOWS:

Granby Ranch Filing Nos. 1, 1B, 2, 2B, 3, 4, 5, 5B, 6, 7, 8, 9, 10, 11, 12, 13 and 14, as such plats may have been amended.