

AGREEMENT OF ANNEXATION OF WILDERLAND WAY EXTENSION IN WILD VALLEY NORTH, R.L.U.P. 03-S2076

This Agreement of Annexation Of Wilderland Way Extension in Wild Valley North, R.L.U.P. 03-S2076 (“Agreement of Annexation”) is made effective the 31st day of March, 2022, by and between Backbone Valley Road Maintenance Association, a Colorado nonprofit corporation (“BVRMA”), Wild Valley North Homeowners Association (“WVN HOA”), TK3 Holdings, LLC, a Colorado limited liability company by and through its Manager Travis Crites (“TK3”), David W. Micklo & Sarah C. Micklo (the “Micklos”), Joseph F. Dudek Jr. & Elizabeth Rose Dudek (the “Dudeks”), The Valerie L Buehler Trust by and through its Trustee Valerie L. Buehler (“Buehler Trust”) and the Lazy T5 Family Trust by and through its Trustees Kathryn M. Dokter and Jay D. Dokter (the “Lazy T5 Trust”) (collectively herein the “Parties” or “Party”).

WITNESSETH

WHEREAS, a certain Declaration of Road Maintenance Covenants and Creation of the Backbone Valley Road Maintenance Association for Hidden Valley Estates R.L.U.P. 01-S1901 and Hidden Valley Estates R.L.U.P. 02-S1948 was recorded on March 18, 2004, Reception No. 2004-0025459, in the office of the Clerk and Recorder of Larimer County, Colorado, as amended by that First Amendment to Declaration of Road Maintenance Covenants and Creation of the Backbone Valley Road Maintenance Association for Hidden Valley Estates R.L.U.P. 01-S1901 and Hidden Valley Estates R.L.U.P. 02-S1948 as recorded on January 8, 2009, Reception No. 2009-0001229, in the office of the Clerk and Recorder of Larimer County, Colorado (collectively hereafter the “BVRMA Declaration”); and

WHEREAS, the Backbone Valley Road Maintenance Association (“BVRMA”) is a Colorado nonprofit corporation created for the purposes, charged with certain duties, and invested with the powers prescribed by law, the Colorado Common Interest Ownership Act, its Articles of Incorporation, Bylaws, and the BVRMA Declaration; and

WHEREAS, the BVRMA was created to maintain, repair and replace both the Common Elements (as defined in the BVRMA Declaration) as well as the other rights of way and roads within Hidden Valley Estates R.L.U.P. 01-S1901 and Hidden Valley Estates R.L.U.P. 02-S1948 or adjoining properties and Landowners as thereafter annexed; and

WHEREAS, by that Agreement of Annexation of Hidden Valley Estates III, R.L.U.P. 03-S2168 recorded October 27, 2014, Reception No. 2014-0061331, in the office of the Clerk and Recorder of Larimer County, Colorado (the “HVE III Annexation”), BVRMA annexed those lands, properties, lots and rights of way and roads within those lands covered by that Development Agreement and Residual Land Use Restrictions for Hidden Valley Estates III R.L.U.P. recorded June 22, 2005, Reception No. 2005-0050727, in the office of the Clerk and Recorder of Larimer County, Colorado; and

WHEREAS, that certain Development Agreement and Residual Land Use Restrictions for Wild Valley North R.L.U.P. 03-S2076 (“WVN”) was recorded on December 7, 2005, Reception No. 2005-0104269, in the office of the Clerk and Recorder of Larimer County, Colorado, as

amended by that First Amendment to the Development Agreement and Residual Land Use Restrictions for Wild Valley North R.L.U.P. as recorded on August 20, 2009, Reception No. 2009-0058263 in the office of the Clerk and Recorder of Larimer County, Colorado, as amended by that Second Amendment to the Development Agreement and Residual Land Use Restrictions for Wild Valley North R.L.U.P. as recorded on March 29, 2022, Reception No. 20220019971 in the office of the Clerk and Recorder of Larimer County, Colorado, and as amended by that Third Amendment to the Development Agreement and Residual Land Use Restrictions for Wild Valley North R.L.U.P. as recorded on March 29, 2022, Reception No. 20220019973 in the office of the Clerk and Recorder of Larimer County, Colorado (collectively the “WVN Development Agreement”); and

WHEREAS, the owners of WVN Lots 6 through 9 were annexed into the BVRMA by that Agreement of Annexation of Lots 6-9 of Wild Valley North, R.L.U.P. 03-S2076 as recorded on September 31, 2017, Reception No. 2017-0035217, in the office of the Clerk and Recorder of Larimer County, Colorado (the “WVN Lots 6-9 Annexation Agreement”), whereby BVRMA annexed those lands, properties, lots and rights of way and roads associated with Lots 6-9 of WVN as set forth in the WVN Development Agreement as to the WVN Annexed Roads as defined in the WVN Lots 6-9 Annexation Agreement; and

WHEREAS, the owners of WVN Lots 1 through 5, Residual Lots “A” and “B” as well as Outlot “A” were annexed into the BVRMA by that Agreement of Annexation of Lots 1-5 of Wild Valley North, R.L.U.P. 03-S2076 as recorded on June 29, 2018, Reception No. 20180039329, in the office of the Clerk and Recorder of Larimer County, Colorado (the “WVN Lots 1-5 Annexation Agreement”), whereby BVRMA annexed those lands, properties, lots and rights of way and roads associated with the owners of WVN Lots 1 through 5, Residual Lots “A” and “B” as well as Outlot “A” of WVN as set forth in the WVN Development Agreement as to the WVN Annexed Roads as defined; and

WHEREAS, collectively the WVN Lots 6-9 Annexation Agreement and the WVN Lots 1-5 Annexation Agreement are hereafter called the “WVN Annexation Agreements”; and

WHEREAS, as a result of the BVRMA Declaration, the HVE III Annexation and the WVN Annexation Agreements, all owners and lots within Hidden Valley Estates R.L.U.P. 01-S1901, Hidden Valley Estates R.L.U.P. 02-S1948, Hidden Valley Estates III, R.L.U.P. 03-S2168 and Wild Valley North, R.L.U.P. 03-S2076 are subject to and participate in the BVRMA as to Common Elements (as defined in the BVRMA Declaration) including all roads within Hidden Valley Estates and the WVN Annexed Roads; and

WHEREAS, the WVN Annexation Agreements specifically excluded from the definition of WVN Annexed Roads all portions of Wilderland Way within WVN and to the west of Arwen Lane should it be built someday; and

WHEREAS, a portion of Wilderland Way to the west of Arwen Lane has recently been constructed by contractors hired by TK3 Holdings, LLC with the location of said new road set forth in that map/schematic attached hereto as Exhibit A (the new portion of Wilderland Way shall hereafter be referred to as “Wilderland Way Extension”); and

WHEREAS, according to the Paragraph 25 of the WVN Development Agreement, TK3, as the Developer of Wilderland Way Extension, warrants and guarantees that all improvements to said constructed roadway portion shall be free from defects in materials and/or workmanship and shall properly function for the purposes intended for two years following the County's approval of newly constructed roadway portion (the "Warranty"); and

WHEREAS, TK3 is aware of its obligations under the Warranty including the obligation to correct, replace or repair any improvement discovered to be defective or faulty during the Warranty period for Wilderland Way Extension; and

WHEREAS, under the BVRMA Declaration there is the right and power to annex adjoining properties or parts thereof with connecting roads on platted rights-of-way; and

WHEREAS, any annexation of adjoining properties or Landowners is to assure equitable sharing of the associated maintenance and replacement costs between each resulting building site for all roads and Common Elements governed by the BVRMA; and

WHEREAS, subject the terms herein, this Agreement of Annexation is intended to specifically include within the governance of BVRMA the Wilderland Way Extension here forward under the terms set forth herein; and

WHEREAS, it is possible additional roads may be built within WVN in the future and, subject to BVRMA approval and agreement, said roads may be annexed at that time if mandated by other agreements including those easements of record; and

WHEREAS, nothing herein is intended to prevent annexation of future owners or roadways subject to separate agreement(s) including but not limited to all or portions of roads yet to be built within WVN or any adjoining property and, therefore, it is expressly recognized and agreed that this Agreement of Annexation excludes any roads to be built in the future whether within WVN or any adjoining property until and unless said new roads are annexed as agreed to or as required; and

WHEREAS, the HVE HOA is a party to the WVN Development Agreement and is charged with certain duties as to WVN; and

WHEREAS, subject to the BVRMA Declaration, BVRMA is authorized to execute this Agreement of Annexation for and on their behalf so as to provide communal maintenance of not only the Common Elements as described in the BVRMA Declaration but also the other rights of way and roads governed by the BVRMA including those within all three phases of Hidden Valley Estates, the WVN Annexed Road and the Wilderland Way Extension; and

WHEREAS, subject to the Warranty as to the Wilderland Way Extension, BVRMA is satisfied with the construction of the new roadway and believes it is in the best interests of the Parties to enter into this Agreement of Annexation and the board members who have signed hereto are authorized to execute this Agreement of Annexation on behalf of BVRMA; and

WHEREAS, subject to the Warranty as to the Wilderland Way Extension, HVE HOA is satisfied with the construction of the new roadway and as a party to the WVN Development Agreement believes it is in the best interests of the Parties to enter into this Agreement of Annexation and the board members who have signed hereto are authorized to execute this Agreement for Annexation on the behalf of the HVE HOA; and

WHEREAS, subject to the Warranty as to the Wilderland Way Extension, Travis Crites as member and manager of TK3 Holdings, LLC is satisfied with the construction of the new roadway and believes it is in the best interests of the Parties to enter into this Agreement of Annexation and is authorized to execute this Agreement of Annexation on behalf of WVN Lots 1 through 5 as well as all Residual Lots "A" and "B" and Outlot "A" within WVN; and

WHEREAS, subject to the Warranty as to the Wilderland Way Extension, David W. Micklo & Sarah C. Micklo are satisfied with the construction of the new roadway and believe it is in the best interests of the Parties to enter into this Agreement of Annexation and are authorized to execute this Agreement of Annexation on behalf of WVN Lot 6; and

WHEREAS, subject to the Warranty as to the Wilderland Way Extension, Joseph F. Dudek Jr. & Elizabeth Rose Dudek are satisfied with the construction of the new roadway and believes it is in the best interests of the Parties to enter into this Agreement of Annexation and are authorized to execute this Agreement of Annexation on behalf of WVN Lot 7; and

WHEREAS, subject to the Warranty as to the Wilderland Way Extension, the Valerie L Buehler Trust by and through its Trustee Valerie L. Buehler is satisfied with the construction of the new roadway and believes it is in the best interests of the Parties to enter into this Agreement of Annexation and is authorized to execute this Agreement of Annexation on behalf of WVN Lot 8; and

WHEREAS, subject to the Warranty as to the Wilderland Way Extension, the Lazy T5 Family Trust by and through its Trustees Kathryn M. Dokter and Jay D. Dokter is satisfied with the construction of the new roadway and believes it is in the best interests of the Parties to enter into this Agreement of Annexation and is authorized to execute this Agreement of Annexation on behalf of WVN Lot 9; and

NOW THEREFORE, pursuant to the provisions of the BVRMA Declaration and the WVN Development Agreement, the Parties hereby agree to the following conditions, stipulations, requirements, terms and provisions:

1. The recitals above are contractual in nature and are fully incorporated herein and a part of this Agreement of Annexation.
2. In the event of any conflict between the BVRMA Declaration and this Agreement of Annexation, the BVRMA Declaration shall control.

3. TK3 Holdings, LLC, by and through Travis Crites as member and manager agrees to satisfy all aspects of the Warranty as to the Wilderland Way Extension and agrees to indemnify and defend all other Parties from any Warranty matters during the Warranty period.

4. BVRMA hereby accepts and annexes the Wilderland Way Extension as set forth in that map/schematic attached hereto as Exhibit A as follows:

- a. Under no circumstances shall the BVRMA or any Party hereto other than TK3 Holdings, LLC have any responsibilities as to Wilderland Way Extension for matters covered by the Warranty during the Warranty period of two years following the County's approval of the Wilderland Way Extension.
- b. Until both of (i) ownership transfer of TK3 Holdings, LLC to an unrelated third party of at least one of Lots 1 thru 5 or Residual Lots "A" or "B" within WVN and (ii) actual payment of BVRMA full dues of at least one of said Lots 1 thru 5 or Residual Lots "A" or "B" occur, BVRMA shall have no responsibilities for weed control. Once that occurs, BVRMA's obligations to weed control shall be that within three feet of the edges of the Wilderland Way Extension. As to weed control beyond the three feet, weed control shall be the responsibility of the owner of the property whereby weeds are found and in need of eradication. Prior to said transfer of obligations from TK3 to BVRMA, all weed control shall be the responsibility of TK3 Holdings, LLC.
- c. Until construction commences of at least one of Lots 1-5 or Residual Lots "A" or "B" within WVN, BVRMA shall have no obligations to conduct snow removal during winter months for the Wilderland Way Extension though may remove snow prior to said date at the discretion of BVRMA.
- d. Until at least one of Lots 1-5 or Residual Lots "A" or "B" within WVN are transferred by TK3 to a new third-party owner, BVRMA shall have no maintenance or other obligations as to the Wilderland Way Extension.
- e. To the extent that future roads are built within WVN as to those areas comprising of access for Lots 1-2 or Residual Lots "A" or "B" and the BVRMA is willing to annex said roads into the BVRMA, the Micklos, the Dudeks, the Buehler Trust and the Lazy T5 Trust, on their own behalf and on behalf of their successors and assigns, hereby consent to such roads being included in the BVRMA to the extent the same Warranty protections and time periods set forth herein are included in the applicable annexation agreement.

5. The timing of responsibilities and payments of dues for common expenses, reserves and special assessments for owners of WVN Lots 1 through 5 as well as all Residual Lots "A" and "B" and Outlot "A" within WVN are set forth in the WVN Lots 1-5 Annexation Agreement and shall remain the same except it is modified as to any special assessments that are related in whole or in part to Wilderland Way Extension after the Warranty Period. As to any special assessments pertaining to the Wilderland Way Extension after the Warranty Period, all lots within and subject

to the BVRMA shall share equitably in all special assessment amounts which shall specifically include TK3 Holdings, LLC to the extent said entity still owns any of Wild Valley North Lots 1 thru 5 and Residual Lots "A" and "B." It is recognized that Residual Lots "A" and "B" shall be treated as a single lot for special assessment calculations under this paragraph..

6. Whether for initial construction, repair, replacement or maintenance, nothing herein is intended to expressly or impliedly annex into BVRMA any other roads or other improvements that may exist in the future within WVN or any adjacent properties and any such expansion of BVRMA responsibilities shall be subject to future annexation agreement as mandated by other agreements including those easements of record.

7. This Agreement of Annexation may be executed in any number of counterparts, each of which when executed and delivered shall constitute a single agreement.

IN WITNESS WHEREOF, the undersigned individually, as members, managers, officers or as trustees of the Parties have each executed this Agreement of Annexation and each signatory herein represents and warrants he or she is duly authorized and has legal capacity to execute and deliver for filing this Annexation Agreement.

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Backbone Valley Road Maintenance Association



Stephen Nilsen, BVRMA President

Date: 1/28/22



Michael W. Routh, BVRMA Vice-President

Date: 1/28/22

Raef Sully, BVRMA Treasurer

Date: _____



Shari Vines, BVRMA Secretary

Date: 2/1/22

Kathryn M. Dokter, Board Member

Date: _____



Roger Buehler, Board Member

Date: 1/28/22

Hidden Valley Estates Homeowners Association



Stephen Nilsen, BVRMA President

Date: 1/28/22



Michael W. Routh, BVRMA Vice-President

Date: 1/28/22

Raef Sully, BVRMA Treasurer

Date: _____



Shari Vines, BVRMA Secretary

Date: 2/1/22



Cynthia Routh, Board Member

Date: 1/28/22



Ray Aley, Board Member

Date: 2/14/22

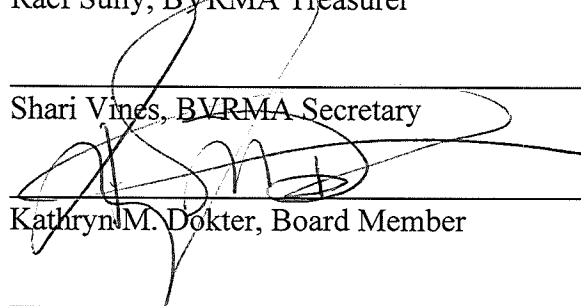
Backbone Valley Road Maintenance Association

Stephen Nilsen, BVRMA President Date: _____

Michael W. Routh, BVRMA Vice-President Date: _____

Raef Sully, BVRMA Treasurer Date: _____

Shari Vines, BVRMA Secretary Date: _____



Kathryn M. Dokter, Board Member Date: 3/7/2022

Roger Buehler, Board Member Date: _____

Hidden Valley Estates Homeowners Association

Stephen Nilsen, BVRMA President Date: _____

Michael W. Routh, BVRMA Vice-President Date: _____

Raef Sully, BVRMA Treasurer Date: _____

Shari Vines, BVRMA Secretary Date: _____

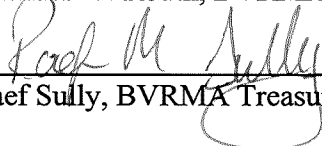
Cynthia Routh, Board Member Date: _____

Ray Aley, Board Member Date: _____

Backbone Valley Road Maintenance Association

Stephen Nilsen, BVRMA President Date: _____

Michael W. Routh, BVRMA Vice-President Date: _____



Raef Sully, BVRMA Treasurer Date: 21 MAR 2022

Shari Vines, BVRMA Secretary Date: _____

Kathryn M. Dokter, Board Member Date: _____

Roger Buehler, Board Member Date: _____

Hidden Valley Estates Homeowners Association

Stephen Nilsen, BVRMA President Date: _____

Michael W. Routh, BVRMA Vice-President Date: _____



Raef Sully, BVRMA Treasurer Date: 21 MAR 2022

Shari Vines, BVRMA Secretary Date: _____

Cynthia Routh, Board Member Date: _____

Ray Aley, Board Member Date: _____

Wild Valley North R.L.U.P. 03-S2076



Date: Mar 3, 2022

TK3 Holdings, LLC
Travis Crites, Member and Manager
Owner of WVN Lots 1-5, Residual Lots "A" and "B" and Outlot "A"



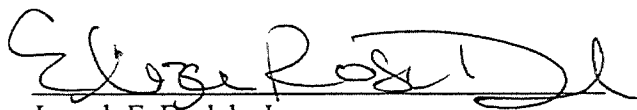
Date: 2/14/22

David W. Micklo
Owner of WVN Lot 6



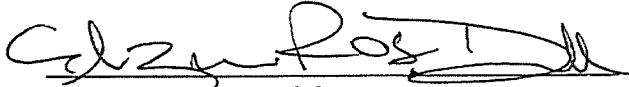
Date: 2/14/22

Sarah C. Micklo
Owner of WVN Lot 6



Date: 1/28/22

Joseph F. Dudek, Jr.
by Elizabeth Rose Dudek and on behalf
of Joseph F. Dudek Jr., her husband and
Declarant, by and through that Financial
and Medical Durable Power of Attorney
attached hereto
Owner of WVN Lot 7



Date: 1/28/22

Elizabeth Rose Dudek
Owner of WVN Lot 7

Date: _____
The Valerie L. Buehler Trust, by its Trustee Valerie L. Buehler
Owner of WVN Lot 8

Date: _____
The Lazy T5 Family Trust, by its Trustee Jay D. Dokter
Owner of WVN Lot 9

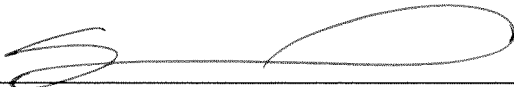
Date: _____
The Lazy T5 Family Trust, by its Trustee Kathryn M. Dokter
Owner of WVN Lot 9

Wild Valley North R.L.U.P. 03-S2076


TK3 Holdings, LLC
Travis Crites, Member and Manager
Owner of WVN Lots 1-5, Residual Lots "A" and "B" and Outlot "A"
Date: _____



David W. Micklo
Owner of WVN Lot 6
Date: 2/14/22



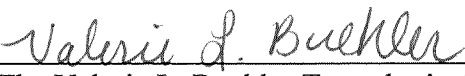
Sarah C. Micklo
Owner of WVN Lot 6
Date: 2/14/22



Joseph F. Dudek, Jr.
by Elizabeth Rose Dudek and on behalf
of Joseph F. Dudek Jr., her husband and
Declarant, by and through that Financial
and Medical Durable Power of Attorney
attached hereto
Owner of WVN Lot 7
Date: 1/28/22



Elizabeth Rose Dudek
Owner of WVN Lot 7
Date: 1/28/22



The Valerie L. Buehler Trust, by its Trustee Valerie L. Buehler
Owner of WVN Lot 8
Date: 1/28/22

The Lazy T5 Family Trust, by its Trustee Jay D. Dokter
Owner of WVN Lot 9
Date: _____

The Lazy T5 Family Trust, by its Trustee Kathryn M. Dokter
Owner of WVN Lot 9
Date: _____

Wild Valley North R.L.U.P. 03-S2076

TK3 Holdings, LLC
Travis Crites, Member and Manager
Owner of WVN Lots 1-5, Residual Lots "A" and "B" and Outlot "A"
Date: _____

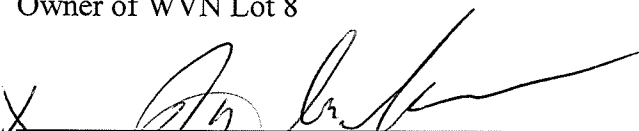
David W. Micklo
Owner of WVN Lot 6
Date: _____

Sarah C. Micklo
Owner of WVN Lot 6
Date: _____


Joseph F. Dudek, Jr.
by Elizabeth Rose Dudek and on behalf
of Joseph F. Dudek Jr., her husband and
Declarant, by and through that Financial
and Medical Durable Power of Attorney
attached hereto
Owner of WVN Lot 7
Date: _____

Elizabeth Rose Dudek
Owner of WVN Lot 7
Date: _____

The Valerie L. Buehler Trust, by its Trustee Valerie L. Buehler
Owner of WVN Lot 8
Date: _____

X 

The Lazy T5 Family Trust, by its Trustee Jay D. Dokter
Owner of WVN Lot 9
Date: 3/7/22



The Lazy T5 Family Trust, by its Trustee Kathryn M. Dokter
Owner of WVN Lot 9
Date: 3/7/22

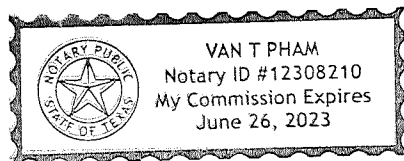
STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

The foregoing Agreement of Annexation was acknowledged and signed before me this 3 day of March, 2022, by Travis Crites as Manager and Member of TK3 Holdings, LLC.

Witness my hand and official seal.

My commission expires: 06-26-23

Van T Pham
Notary Public



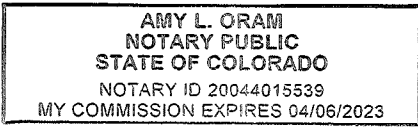
STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 28 day of January, 2022, by Stephen Nilsen.

Witness my hand and official seal.

My commission expires: 4-6-2023

Amy L. Gram
Notary Public



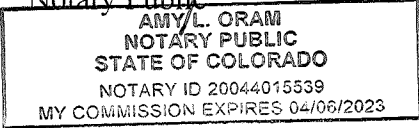
STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 28 day of January, 2022, by Cynthia Routh.

Witness my hand and official seal.

My commission expires: 4-6-2023

Amy L. Gram
Notary Public



STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 1 day of February, 2022, by Shari Vines.

Witness my hand and official seal.

My commission expires: 4-6-2023

Amy L. Oram
Notary Public
AMY L. ORAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044015539
MY COMMISSION EXPIRES 04/06/2023

STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 28 day of January, 2022, by Michael W. Routh.

Witness my hand and official seal.

My commission expires: 4-6-2023

Amy L. Oram
Notary Public
AMY L. ORAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044015539
MY COMMISSION EXPIRES 04/06/2023

STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 28 day of January, 2022, by Elizabeth Rose Dudek.
Witness my hand and official seal.

My commission expires: 4-6-2023

Amy L. Oram
Notary Public
AMY L. ORAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044015539
MY COMMISSION EXPIRES 04/06/2023

STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 28 day of January, 2022, by Elizabeth Rose Dudek and on behalf of Joseph F. Dudek Jr., her husband and Declarant, by and through that Financial and Medical Durable Power of Attorney attached hereto.


Witness my hand and official seal.
My commission expires: 4-6-2023

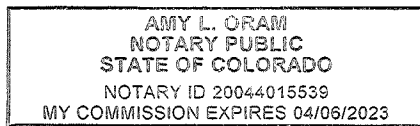
Amy L. Oram
Notary Public
AMY L. ORAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044015539
MY COMMISSION EXPIRES 04/06/2023

STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 28 day of January, 2022, by Valerie L. Buehler as Trustee of The Valerie L. Buehler Trust.
Witness my hand and official seal.

My commission expires: 4-6-2023



Notary Public

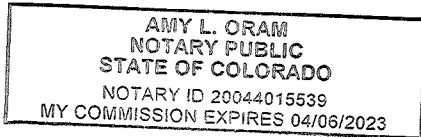


STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 28 day of January, 2022, by Roger Buehler.
Witness my hand and official seal.

My commission expires: 4-6-2023


Notary Public



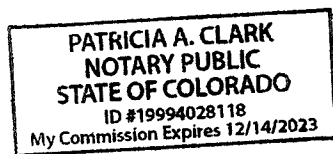
STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 7 day of March, 2022, by Jay D. Dokter, as Trustee of the Lazy T5 Family Trust.

Witness my hand and official seal.

My commission expires: 12/14/2023

Patricia A. Clark
Notary Public



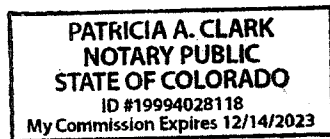
STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 7 day of March, 2022, by Kathryn M. Dokter, as Trustee of the Lazy T5 Family Trust and as Board Member of BVRMA.

Witness my hand and official seal.

My commission expires: 12/14/2023

Patricia A. Clark
Notary Public



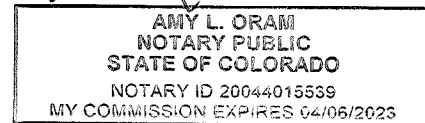
STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 14 day of February, 2022, by David W. Micklo.

Witness my hand and official seal.

My commission expires: 4-6-2023


Notary Public



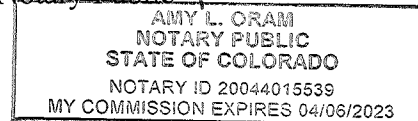
STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 14 day of February, 2022, by Sarah C. Micklo.

Witness my hand and official seal.

My commission expires: 4-6-2023


Notary Public



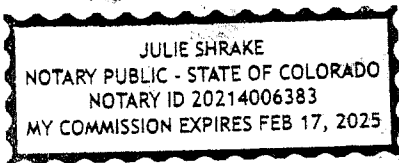
STATE OF COLORADO)
)
) SS
COUNTY OF LARIMER)

The foregoing Agreement of Annexation was acknowledged and signed before me this 21 day of March, 2022, by Raef Sully.

Witness my hand and official seal.

My commission expires: Feb 17th 2025

Julie Shrake
Notary Public



**FINANCIAL AND MEDICAL
DURABLE POWER OF ATTORNEY**

JOSEPH FRANCIS DUDEK, JR. to ELIZABETH ROSE DUDEK

1. **DESIGNATION.** JOSEPH F. DUDEK, JR., (the "Principal") designates his Wife, ELIZABETH R. DUDEK, as attorney-in-fact for the Principal. If ELIZABETH R. DUDEK is unwilling or unable to act as attorney-in-fact, the Principal designates his parents, JOSEPH DUDEK and ANN MARIE DUDEK, of Pearl River, New York, to act as Co-successor attorneys in-fact. If either JOSEPH DUDEK or ANN MARIE DUDEK is unwilling or unable to act as a co-attorney-in-fact, then the Principal appoints the other of them to act as sole attorney-in-fact. A successor attorney-in-fact shall have all rights, duties and discretion hereinbefore granted to the initial attorney-in-fact.

2. **EFFECTIVENESS; DURATION.** The power of attorney shall become effective immediately, shall not be affected by the disability or incapacity of the Principal and shall continue until revoked or terminated under Section 12, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. **FINANCIAL POWERS.** The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington. The attorney-in-fact shall exercise all powers as a FIDUCIARY for the Principal, and nothing herein shall be construed to grant an attorney-in-fact a general power of appointment. These powers shall include, without limitation, the power and authority:

3.1 **Real Property.** To purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property, and to manage or dispose of any proceeds realized from any transaction involving real property.

3.2 **Personal Property.** To purchase, take possession of, lease, sell, assign, transfer, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property including, without limitation, stocks, U.S. Treasury bonds or other bonds, or securities of any kind or nature, and to manage or dispose of any proceeds realized from any transaction involving personal property.

3.3 **Financial Accounts.** To deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, trust companies, savings and loan associations, credit unions and securities dealers). This shall include but not be limited to the authority to maintain and close existing accounts, as well as to open, maintain and close other accounts, to manage assets in all accounts (including directing sales, purchases, trade in stocks, bonds or other securities and to deliver securities to a broker to change certificated securities into street name) and to make deposits, transfers, and withdrawals with respect to all such accounts. To have the authority in the same manner and to the same extent as any account holder on qualified and non-qualified retirement accounts (including but not limited to IRAs, 401(k)s, pension plans,

etc.) and to direct distributions from such accounts and to make any elections in connection therewith, including tax withholding. The attorney-in-fact may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities the Principal may own. To execute on Principal's behalf any powers of attorney in whatever form which may be required by any stockbroker with whom Principal has deposited any securities.

3.4 Monies Due. To request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

3.5 Claims Against Principal. To pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

3.6 Legal Proceedings. To participate in any legal action in the name of the Principal or otherwise. This shall include without limitation (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceeding for equitable or injunctive relief and (b) legal proceedings in connection with the exercise or determination of the authority granted in this instrument.

3.7 Written Instrument. To sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact as fully as the Principal could do if personally present.

3.8 Safe Deposit and Post Office Boxes. To enter and remove items from any safe deposit or post office box in which the Principal has a right of access.

3.9 Transfers to Trust. To create, amend, revoke, or transfer assets of all kinds to any trust, including without limitation any revocable or irrevocable trust, special needs trust or annuity trust, which (a) is for the sole benefit of the Principal during Principal's lifetime, as to the Principal's separate property; and/or (b) is for the sole benefit of the Principal during Principal's lifetime and/or the Principal's spouse as to their community property; and (c) which does not have dispositive provisions which are different from those which would have governed the property had it not been transferred to the trustee.

3.10 Disclaimer. To disclaim any interest under Chapter 11.86 RCW in or to any property, right, power, privilege or immunity to which the Principal would otherwise succeed.

3.11 Taxes. To represent the Principal in all tax matters of whatever kind or nature, including without limitation the authority to prepare, sign and file federal state and local income, gift and any other returns, to execute IRS Form 2848 granting the attorney-in-fact a power of attorney as to any tax matters of the Principal, to pay or lawfully challenge any taxes or deficiencies levied against the Principal or any property or asset of the Principal, to make any

election the Principal may have under federal, state or local tax laws or regulations, or allocate any generation-skipping tax exemption to which the Principal is entitled. The attorney-in-fact is authorized to receive any and all confidential tax information of the Principal for all tax years, and to execute any power of attorney form required by the Internal Revenue Service or any state or local taxing authority.

3.12 General. To otherwise do what is reasonably necessary to safeguard the Principal's best interests, including to make loans; employ attorneys, accountants and other professionals on behalf of the Principal, participate in and operate business entities and ventures on behalf of the Principal, and oversee the ownership, health and welfare of the Principal's pets.

4. STATUTORY PROVISIONS REGARDING CERTAIN ACTIONS. The attorney-in-fact SHALL NOT have authority to make, amend, alter, or revoke the Principal's wills or codicils.

4.1. Grant of Authority to Change Estate Plan for Certain Purposes. Pursuant to RCW 11.94.050, the attorney-in-fact SHALL have the power, to make, amend, alter, or revoke any of the Principal's life insurance, annuity, or similar contract beneficiary designations, employee benefit plan (including IRA, Keogh or other qualified plan) beneficiary designations, trust agreements, registration of the Principal's securities in beneficiary form, payable on death or transfer on death beneficiary designations, designation of persons as joint tenants with right of survivorship with the Principal with respect to any of the Principal's property, community property agreements, or any other provisions for nonprobate transfer at death contained in nontestamentary instruments described in RCW 11.02.091. The authority to make the above changes may ONLY be exercised for one or more of the following purposes and ONLY so long as a change is NOT inconsistent with Principal's overall plan of estate distribution:

4.1.1. To avoid probate;

4.1.2. To reduce estate or income taxes;

4.1.3. To establish or fund a trust, such as a special needs trust, a conduit trust or accumulation trust in order to protect assets for a minor, young adult or incapacitated beneficiary; or

4.1.4 For any other purpose with permission of the Court and/or pursuant to agreement under the provisions of RCW 11.96A.

4.2. Exceptions to Limitations For Purposes of Becoming Eligible for Federal or State Needs-Based Programs. For the purpose of preservation of Principal's assets by becoming eligible for state or federal needs-based programs, the attorney-in-fact may establish an annuity, sell or purchase life insurance (and make or revise a beneficiary designation) or establish or amend a trust. Program eligibility would include but not be limited to COPES, Medicaid, SSI,

DSHS long-term care or any other federal or state needs-based programs. Any changes made by the attorney-in-fact MUST be consistent with the Principal's overall plan of estate distribution.

4.3. Gifts Allowed. To make gifts (a) in keeping with the Principal's past practices of gift giving; (b) to members of Principal's family in an amount not to exceed the maximum federal annual exclusion for gifts if the making of such gifts will result in the elimination or reduction of the federal or state estate tax on the Principal's eventual death ONLY so long as such gifts are consistent with Principal's overall plan of estate distribution; (c) so long as transfers are not prohibited under applicable federal or state law, to make transfers, for the purpose of qualifying the Principal for medical assistance or the limited casualty program for the medically needy; or (d) to any persons, including the attorney-in-fact, with permission of the Court and/or pursuant to agreement under the provisions of RCW 11.96A.

4.4. Exoneration of Vulnerable Adult Protective Provisions. The exercise of the power of gifting as provided above shall not be construed as a misuse of the power of attorney and shall not be considered financial exploitation of the Principal unless it can be shown by clear, cogent and convincing evidence that the actions taken are not consistent with the standards provided above.

5. MEDICAL AND PERSONAL DECISION OF PRINCIPAL. The attorney-in-fact shall have the following powers:

5.1 Access to Medical Records and Other Medical and Personal Information. To request, receive and review any information, verbal or written, regarding Principal's personal affairs or physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose or authorize disclosure of such information to such persons, organizations, firms or corporations as the attorney-in-fact shall deem appropriate.

5.2 Employ and Discharge Health Care Personnel. To employ and discharge medical and health care personnel including but not limited to physicians, psychiatrists, dentists, nurses, and therapists as the attorney-in-fact shall deem necessary for Principal's physical, mental and emotional well-being, and to pay them (or cause to be paid to them) reasonable compensation from Principal's funds.

5.3 Give, Withhold or Withdraw Informed Consent to Medical Treatment. To give or withhold consent to any medical or health care procedure, test or treatment, including surgery, except as specified below; to arrange for Principal's hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for the Principal, as the attorney-in-fact shall deem appropriate; and under circumstances in which the attorney-in-fact determines that certain medical procedures, tests or treatments are no longer of any benefit to the Principal or where the benefits are outweighed by the burdens imposed, to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which the Principal or the attorney-in-fact may have previously allowed or consented to or which may have been

implied due to emergency conditions. The attorney-in-fact's decisions should be guided by taking into account (a) the provisions of this document, (b) any reliable evidence of preferences that the Principal may have expressed on the subject, whether before or after the execution of this document, which may be in the form of a Health Care Directive, (c) what the attorney-in-fact believes the Principal would want done in the circumstance as if the Principal were able to express himself or herself, (d) any information given to the attorney-in-fact by the physicians treating the Principal as to the Principal's medical diagnosis and prognosis, and the intrusiveness, pain, risks and side effects associated with the treatment, and (e) any communications the Principal is able to provide despite his or her disability or incapacity. As permitted by RCW 11.94.010(3), the attorney-in-fact is authorized to give informed consent for health care decisions on behalf of the Principal, and as the Principal's "personal representative" (as that term is defined and designated under the HIPAA provisions of 45 CFR 160 and 164), to receive and authorize the use and disclosure of the Principal's protected health information.

5.4 Consent or Refuse Consent to Principal's Psychiatric Care. Upon the execution of a certificate by two (2) licensed, independent psychiatrists, who have examined the Principal, and who conclude that the Principal is in immediate need of hospitalization because of mental disorders, alcoholism or drug abuse, the Principal authorizes the attorney-in-fact to arrange for the Principal's voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder; to arrange for private psychiatric and psychological treatment for the Principal; to refuse consent for any such hospitalization, institutionalization and private psychiatric and psychological care; and to revoke, modify, withdraw or change consent to such hospitalization, institutionalization and private treatment which the Principal or attorney-in-fact may have given at an earlier time.

5.5 Refuse Life-Prolonging Procedures. To request that aggressive medical therapy not be instituted or continued, including (but not limited to) cardiopulmonary resuscitation, the implantation of a cardiac pacemaker, renal dialysis, parenteral feeding, the use of respirators or ventilators, blood transfusions, nasogastric tube use, intravenous feedings, endotracheal tube use, antibiotics and organ transplants. The attorney-in-fact should try to discuss the specifics of any such decision with the Principal, in any manner, that the Principal may be able to communicate, even blinking eyes. If Principal is unconscious, comatose, senile or otherwise unreachable by such communication, the attorney-in-fact should make the decision guided primarily by any preferences which Principal may have previously expressed and, secondarily, by the information given by the Principal's treating physicians as to a medical diagnosis and prognosis. It is Principal's intent and desire that the attorney-in-fact honor any Health Care Directive and/or Supplement thereto or Physician's Order regarding Life-Sustaining Treatment (POLST) which Principal may have signed. The attorney-in-fact shall have the authority to make the final decision if at any time a conflict arises between any Health Care Directive and/or Supplement thereto or POLST which Principal has signed and this Power of Attorney. The attorney-in-fact may specifically request and concur with the writing of a "no-code" (DO NOT RESUSCITATE) order by the attending or treating physician.

5.6 Limitations on Exercising Medical Powers. Notwithstanding the foregoing, the attorney-in-fact shall not have the power to consent to any psychiatric or mental health procedures that are intrusive of the Principal's bodily integrity, physical freedom of

movement, or the Principal's rights under Chapter 71.05 of the Revised Code of Washington with regard to involuntary commitment.

5.7 Exercise and Protect Rights. To exercise the Principal's right of privacy and right to make decisions regarding the Principal's medical treatment even though the exercise of such rights might hasten the Principal's death or be against conventional medical advice.

5.8 Authorize Relief From Pain. To consent to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve the Principal's pain, including unconventional pain-relief therapies which the attorney-in-fact believes may be helpful, even though such drugs or procedures may lead to permanent physical damage or addiction or hasten the moment of (but not intentionally cause) the Principal's death. Such unconventional methods may include, but not be limited to, pain-relief therapies such as biofeedback, guided imagery, relaxation therapy, acupuncture or massage.

5.9 Grant Releases. To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by the attorney-in-fact, or who render written opinions to the attorney-in-fact in connection with any matter described in this Article, from all liability from damages suffered or to be suffered by the Principal; and to sign documents titled or purporting to be a "Refusal to Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by a hospital or physician to implement the Principal's wishes regarding medical treatment or non-treatment.

5.10 Provide For Residence. To make all necessary arrangements for the Principal at any hospital, hospice, nursing home, convalescent home or similar establishment and to assure that all the Principal's essential needs are provided for at such a facility. In this connection, the attorney-in-fact should bear in mind Principal's strong preference to remain in Principal's residence as long as possible.

5.11 Provide for Companionship. To provide for such companionship as will meet the Principal's needs and preferences at a time when the Principal is disabled or otherwise unable to arrange for such companionship.

5.12 Make Advance Final Arrangements. To make advance arrangements for the Principal's funeral service, burial, cremation or other disposition of remains, including the purchase of a burial plot and marker, and such other related arrangements as the attorney-in-fact shall deem appropriate, and that are not inconsistent with Principal's express, written wishes, if the Principal has not already done so.

5.13 Execute Documents and Incur Costs in Implementing the Above Powers. To sign, execute, deliver and acknowledge any contract or other document that may be necessary, desirable, convenient or proper in order to exercise any of the powers described in this

document and to incur reasonable costs in the exercise of such powers. In addition, the attorney-in-fact shall pay all fees and costs incurred in the exercise of the powers granted in this document.

6. **AUTHORIZATION FOR RELEASE OF INFORMATION.** The Principal hereby authorizes all health care providers, including, but not limited to, physicians, psychiatrists, nurses, hospitals and all other individuals and entities who may have provided, or will be providing the Principal with any type of health care, to disclose protected health care information that relates directly or indirectly to the Principal's capacity to act rationally and prudently in the Principal's own best interest and to manage the Principal's financial affairs to the attorney-in-fact, including photocopies of any records that the attorney-in-fact may request. If the Principal is incapacitated at the time the attorney-in-fact shall request such information, all persons and entities are authorized to treat any such request for information by the attorney-in-fact as the request of the Principal's legal representative and to honor such request on that basis. The Principal hereby waives all privileges with regard to disclosures to the attorney-in-fact which may be applicable to such information and records and to any communication pertaining to the Principal and made in the course of any confidential relationship recognized by law. This authorization is intended to provide the attorney-in-fact with the authorization necessary to allow the attorney-in-fact to proceed under this document and to disclose protected health care information regarding the Principal to carry out the intent and purposes of this power of attorney and for the purpose of allowing the attorney-in-fact to make the specific determinations regarding the Principal's capacity or need for protective proceedings. Information disclosed by a health care provider pursuant to this authorization may be subject to re-disclosure and shall no longer be protected by the privacy rules of 45 CFR 160 and 164. The authorization contained in this section may be revoked by a writing signed by the Principal or by the Principal's personal representative, and shall expire three (3) years after the death of the Principal unless sooner terminated in accordance with Section 12 hereof.

7. **THIRD-PARTY RELIANCE.** For the purpose of inducing any individual, organization, or entity (including, but not limited to, any physician, hospital, nursing home, insurer, or other party, all of whom will be referred to in this Article as a "person") to act in accordance with the instructions of the attorney-in-fact as authorized in this document, the Principal hereby represents, warrants and agrees that:

7.1 **Reliance On Attorney-in-Fact's Authority and Representations.** No person who relies in good faith upon the authority of the attorney-in-fact under this document shall incur any liability to the Principal, the Principal's estate, or the Principal's heirs, successors or assigns as a result of such reliance. In addition, no person who relies in good faith upon any representation the attorney-in-fact may make as to (a) the fact that the attorney-in-fact's powers are then in effect, (b) the scope of the attorney-in-fact's authority granted under this document, (c) the Principal's competency at the time this document is executed, (d) the fact that this document has not been revoked, or (e) the fact that the attorney-in-fact continues to serve as the attorney-in-fact shall incur any liability to the Principal, the Principal's estate, or the Principal's heirs, successors or assigns as a result of such reliance for permitting the attorney-in-fact to exercise any such authority.

7.2 No Liability for Unknown Revocation or Amendment. Notwithstanding the Principal's power to revoke this document contained in Section 12, if this document is revoked or amended for any reason, the Principal, the Principal's estate, and the Principal's heirs, successors and assigns will hold any person harmless from any loss suffered or liability incurred as a result of such person's reliance in good faith upon the apparent authority of the attorney-in-fact prior to the receipt by such person of actual notice or knowledge of such revocation or amendment.

7.3 Attorney-in-Fact May Act Alone. The powers conferred on the attorney-in-fact by this document may be exercised by the attorney-in-fact alone and the attorney-in-fact's signature or act under the authority granted in this document may be accepted by persons as fully authorized by the Principal and with the same force and effect as if the Principal were personally present, competent, and acting on the Principal's own behalf. Consequently, all acts lawfully done by the attorney-in-fact hereunder are done with the Principal's consent and shall have the same validity and effect as if the Principal were personally present and had personally exercised the powers, and shall inure to the benefit of and bind the Principal, the Principal's estate, and the Principal's heirs, successors, assigns and personal representatives.

8. ADDITION TO MEDICAL RECORDS. In the discretion of the attorney-in-fact, this document may be made part of the Principal's permanent medical record upon the Principal's admission to a health care facility.

9. RESORT TO COURTS. The Principal hereby authorizes the attorney-in-fact to, on the Principal's behalf and at the Principal's expense (a) file a petition for any matters permitted under RCW 11.94.090 or (b) seek a mandatory injunction requiring compliance with the attorney-in-fact's instructions by any person obligated to comply with instructions given by the attorney-in-fact; or (c) seek damages against any person obligated to comply with instructions given by the attorney-in-fact who negligently or willfully fails or refuses to follow such instructions.

10. REIMBURSEMENT OF COSTS. The attorney-in-fact shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by the attorney-in-fact on the Principal's behalf under any provision of this document.

11. NO COMPENSATION. The attorney-in-fact shall NOT be entitled to compensation for services rendered hereunder.

12. TERMINATION. This power of attorney shall be terminated by: (a) the Principal by written notice to the attorney-in-fact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded; (b) a Guardian of the estate of the Principal after court approval of such revocation; (c) the death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact; (d) court order; or (e) if the Principal and attorney-in-fact are married to each other, then as to the appointment of the spouse as attorney in fact, upon the filing by either of a petition, complaint or other pleading for separation, dissolution or divorce.

