

RESOLUTION NO. 8

Series 2017

A RESOLUTION BY THE TOWN OF BRECKENRIDGE (THE "TOWN"), A BODY CORPORATE AND POLITIC UNDER THE LAWS OF THE STATE OF COLORADO, AUTHORIZING A PERMANENT LOAN TO PINWOOD VILLAGE 2, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP (THE "PARTNERSHIP"), IN CONNECTION WITH THE PINWOOD VILLAGE 2 HOUSING PROJECT IN BRECKENRIDGE, COLORADO (THE "PROJECT").

WHEREAS, the Partnership is the owner of a 45-unit rental housing project known as "Pinewood Village 2" located at 837 Airport Road in Breckenridge, Colorado;

WHEREAS, the Partnership desires to obtain permanent financing for the Project, and requires a loan in the maximum principal amount of \$6,150,000.00 to pay off its construction financing and to cover the costs of maintaining and operating the Project;

WHEREAS, the Town desires to authorize a permanent loan to the Partnership in the maximum principal amount of \$6,150,000 (the "Permanent Loan");

WHEREAS, to enter into the Permanent Loan, the Town and the Partnership will need to enter into various documents and agreements evidencing and securing the Permanent Loan, including, but not limited to, the documents listed hereto on the attached Exhibit A (collectively, the "Permanent Loan Documents"); and

WHEREAS, the Town Council believes that it is in the best pecuniary interest of the Town to enter into the Permanent Loan Documents and provide the Partnership the Permanent Loan.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Breckenridge, Colorado as follows:

Section 1. Permanent Loan

The Town be and is authorized and directed to:

1. Lend the Permanent Loan funds to the Partnership on such terms and conditions as are typical in the industry;
2. Execute the Permanent Loan Documents and any and all other documents, agreements and/or certificates necessary to make the Permanent Loan; and
3. Do such other acts and things, make such other agreements and execute and deliver such other contracts or writings required in connection with any of the foregoing.

Section 2. Authority

This Resolution is adopted pursuant to Section 1-9-1 of the Breckenridge Town Code.

Section 3. Effect of Resolution; Ratification of Prior Acts.

This resolution is in addition to, and does not limit and shall not be limited by, any resolution heretofore or hereafter adopted by the Town, and this resolution shall continue in full force and effect until express written notice of their prospective rescission or modification, as to future transactions that have not been undertaken or committed for, has been received. Any and all transactions and actions by or on behalf of the Town prior to the adoption of this resolution are and the same hereby are in all respects ratified, approved and confirmed.

Section 4. Miscellaneous

The provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the

extent of such conflict, hereby superseded. This Resolution shall be in full force and effect from and after its passage and approval, in accordance with law.

PASSED, ADOPTED AND APPROVED this 28<sup>th</sup> day of March, 2017.

---

Eric S. Mamula, Mayor

---

Helen Cospolich, CMC  
Town Clerk

APPROVED IN FORM

---

Town Attorney      Date

## **EXHIBIT A**

### **(Permanent Loan Documents)**

1. Permanent Loan Promissory Note by the Partnership in favor of the Town;
2. Permanent Loan Agreement by and between the Partnership and the Town;
3. First Deed of Trust and Security Agreement (Permanent Loan) by the Partnership in favor of the Town;
4. Assignment of Rents and Other Rights by and between the Partnership and the Town;
5. Environmental Indemnity Agreement by the Partnership and Pinewood 2, LLC, a Colorado limited liability company (the "General Partner"), in favor of the Town;
6. Collateral Assignment of Property Management Agreement by and between the Partnership and Town as consented to by Corum Real Estate Group, Inc., a Colorado corporation; and
7. Any and all other documents, agreements, and certificates to be executed by the Partnership and General Partner in obtaining the Permanent Loan.