

To: The Copper Junction Board of Directors
From: Ira Langenthal
Re: BOD session, tomorrow
Date: June 30, 2020

Hello,

The Copper Junction HOA (CJ) was represented at the land lease buyout proceedings by an attorney, David Goossen, of Isaacson Rosenbaum Woods Levy, P.C. and Copper Junction's then President, Ira Langenthal, together with unit owner, Paul Barringer, who was also a partner in the engineering firm who built the Copper Junction Condominium.

The following information is fully supported by the legal correspondences of 1/25/1999 and 2/1/1999, and the fully cooperative involvement of all Copper Mountain, Inc. (CMI) legal and executive personnel.

- ***The 1999 map was useful for one moment in time, for a specific purpose, and should not be a reference for anything beyond that purpose, which was to satisfy CMI legal and close a buyout transaction including the correction of the full basement issue.***
- The First Supplement (map) of the Copper Junction HOA (CJ) was required by, and paid for by the CMI legal dept. It was signed by CMI -- **NOT CJ** -- as a map during the land lease buyout of 1999 (leasehold to fee simple conversion). The map's sole & only purpose was to serve as a "1973 replacement" (or substitute) for the original 1973 map.
- CJ representatives informed CMI that the original map showing a **crawl space** under commercial unit C-2 was actually built as a **full basement** and should be shown as part of the unit.
- As part of the unit, the developer (also then owner of C-2 and C-3, Mel Beckett of Beckett and Harmon) would owe over \$65,000 additional funds in order to pay for the conversion to fee simple of the 1676 sqft full basement.
- CMI agreed to charge Beckett and get paid directly from him.
- This CMI decision was of great benefit to the HOA, as it increased the size of C-2/C-3 permanently (and correctly) by over 30% and therefore reduced CAM dues for all owners.
- In order to serve as the "1973 replacement" map but show C-2 with a full basement as part of the unit and leave all other units sizes the same, CMI needed a map. To accomplish their goal, CMI retained the services of a surveyor to do what amounted to a, "GCE walk around" the building, which included the first floor commercial. *They also required that developments made between 1973 and 1999 be intentionally omitted or modified.* CJ was working closely with CMI and provided the necessary details. Items to be omitted or altered were the following:
 - The expansion and purchase of E-1 by CJ (additional expansion occurred in 2004)
 - The West End Addition was under a lease, since 1989, and therefore visible (on a GCE walkthrough) in 1999 as an addition. The designation that it was leased was therefore omitted during the joint GCE walk around.
 - The CMI executive noted that since the GCE access to the saunas was closed and therefore unavailable to see, he reported (in the 1/25/99 correspondence) that "CMI believes...these saunas have been incorporated into adjacent residential units and are possibly no longer GCE elements." He also reported that he was, "unable to locate them."
 - He was then told by CJ that the two full saunas were leased and provided the unit locations -- 310 and 402 -- again without the lease designations.

- The two half sauna spaces between 403 and 404, and the commercial lease called, “the breezeway lease” (1994) which links unit C-2 and C-3, both required a change in the GCE. The wall separating the two half sauna spaces and the modification of the GCE breezeway itself.
- With regard to the breezeway lease, CMI decided (with input and agreement from CJ) to eliminate reference to it entirely, and only show the breezeway as it was in 1973 (and thru the period up until the lease itself).
- With regard to the two half spaces, Copper decided (with input and agreement from CJ) to eliminate the wall and show it as a full space with opening into 404. CJ stated that it had a lease signed and dated 11/30/1985 on both 403 and 404 that stated (for 403) “the west one half (1/2) of the area, formerly used as a sauna, located on the fourth (4th) floor of Copper Junction Condominium, between apartments #403 and #404 of said condominium.” Identical wording exists for the 404 lease with (east) replacing (west). Spaces were occupied by different homeowners. The Langenthal’s purchased 403 in 1989 and assumed the lease at that time.
- The 2/1/1999 legal correspondence between CJ and Mel Beckett’s attorneys included an agreement that, all changes to property, going forward shall pay CAM charges, *with or without a lease*. Under those conditions, we signed the release of funds to CMI.

Summary and Conclusion:

1. This First Supplement signed by CMI. can only be used for CMI’s singular purpose at the time, that of charging Mel Beckett for the full basement of C-2. That was accomplished and stated in paragraph # 6 of the letter (1/25/1999) from CMI legal to David Goossen of Isaacson et al, Copper Junction’s attorney. It is stated “We have been advised that Copper intends to charge for the basement space once the map is available to tell Copper the square footage of the basement.”
2. This First Supplement cannot be used AS-IS on a going forward basis. Not only has this document eliminated or changed many developments that have occurred as noted, but there are additional items to consider in the above mentioned letter in many paragraphs including, #'s 5,6,7,8,and 9.
3. This First Supplement cannot be amended for all the reasons stated above.
4. This First Supplement is a “1973 substitute “ document and to utilize it correctly you must go back to the beginning, 1973, and utilize a Third Supplement (CJ has # 2 on record) including not only the period from 1973 to 1999, but 1999 to the present correctly and fully as is currently. All items must be “added back” and all items accounted for. It will be an as-built map for the entire condominium.
5. The Finance Committee consisting of Paula Parker and Ira Langenthal have completed a red lined document which has been reviewed extensively by the rest of the board and is now in the hands of a board member seeking a surveyor to implement this as-built map for the HOA. Paula Parker will assist in this effort. It is to be fully marked to show each of the legal categories -- GCE, LCE, UNIT, LEASED, ETC. -- Should some or all of the leased spaces be bought out, it is a simple matter (and correct) to then amend the appropriate sheets as the leases are on either the first or fourth floor.
6. The 2/1/1999 legal correspondence between CJ and Mel Beckett's attorneys addressed HOA issues including an agreement that all increases to property, going forward shall pay CAM charges, *with or without a lease*. Under those conditions, we signed the release of funds to CMI.