



PEBBLE CREEK RANCH PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, originally made and entered into on the 7<sup>th</sup> day of September, 1983, by and between the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County" and Pebble Creek Ranch, a Colorado partnership, Robert A Wyler and Diane H Wyler, hereinafter collectively referred to as the "Applicant", is hereby revised on the 24<sup>th</sup> day of November, 2003.

WHEREAS, the applicant is the owner of certain real property located in Summit County, Colorado, particularly described in attached Exhibit A hereto, commonly known as the Pebble Creek Ranch, and hereinafter referred to as the "Property";

WHEREAS, the Applicant has requested approval of a rezoning of the property from A-1 Agricultural and R-2 Residential to PUD Planned Unit Development; and

WHEREAS, the County desires to insure that certain conditions are fulfilled by the Applicant in the development of the property in order to protect the public health, safety and welfare;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration hereby received for, the parties hereto agree as follows:

A. USES PERMITTED AND DEVELOPMENT PLAN. Use and development of the property shall be in accordance with the Development Plan attached as Exhibit B hereto and the following requirements:

1. Permitted Uses. Permitted uses for the property shall be 18 single-family dwellings on the residential sites and agricultural and ranch uses on the remainder of the Property. The agricultural and ranch uses may include growing and harvesting crops and timber, raising animals, and other similar agricultural uses; barns, sheds and shelters necessary to the operation of a working ranch; living quarters for hired hands; home occupations; and a ranch office and the existing ranch headquarters. Building heights shall not exceed 35 feet.
2. Parking. Parking shall be provided in accordance with County parking regulations in effect at the time of construction.
3. Public Use Areas. The Applicant shall pay to the County a public use areas fee in lieu of land dedication in accordance with the County's Subdivision Regulations, prior to the recording of a final plat or development of the Property.
4. Development Schedule. The Applicant intends to develop the property over a five to ten-year period, with approximately four residential sites to be developed over a five to ten-year period, with approximately four residential sites to be developed in 1983 or 1984.
5. Signs. All signs shall comply with the Summit County Outdoor Advertising Regulations as now in effect or hereafter amended.
6. Platting. A final plat or plats for the Property shall be submitted to and approved by the County prior to development.

B. UTILITIES AND IMPROVEMENTS. Public utilities, improvements and services shall be provided as set forth in this section. Detailed specifications and time schedules for their construction shall be set forth in the Improvements Agreement required as a condition of final plat approval.

1. Water system. Water service is to be supplied through individual or joint wells.
2. Sewer System. Sewer service is to be provided by individual sewage disposal systems.
3. Access. Access within the property shall be provided by a system of private roads as shown on the Development Plan, which shall be both privately owned and privately maintained by either the Applicant or a Pebble Creek Ranch Homeowners Association. The drives shall be constructed to the County's Road and Bridge Standards as currently in effect or hereafter amended.

4. Fire Protection. Fire protection is to be provided by the Silverthorne Fire Protection District, and the Applicant shall meet all fire protection requirements of the District.

C. GENERAL PROVISIONS.

1. Breach of Agreement. If at any time any provision of this Agreement has been breached by the Applicant, the County may withhold approval of any or all site plans or plats, or the issuance of any or all building permits applied for on the Property, until such breach has been remedied; provided, however, that the County shall not take any affirmative action on account of such breach until it shall have first notified the Applicant in writing and afforded the Applicant a reasonable opportunity to remedy the same.
2. Binding Effect. This agreement shall run with the land and be binding upon the Applicant and the County. Their respective successors, representatives and assigns, and all persons who may hereafter acquire an interest in the Property or any part thereof. This Agreement shall be recorded in order to put prospective purchasers or other interested persons on notice as to the terms contained herein. A release executed by the County shall be binding and shall release the Applicant and the Property from any claim by the County under the terms hereof.
3. Notices. All notices required under this Agreement shall be in writing and shall be either hand delivered or sent by certified mail, return receipt requested, postage prepaid, as follows:

Notice to County:

Board of County Commissioners  
PO Box 68  
Breckenridge, CO 80424

Notice to Applicant:

Pebble Creek Ranch  
Robert A & Diane H Wyler  
Box 28, Blue River Route  
Dillon, CO 80435

All notices so given shall be considered delivered three days after the mailing thereof. Either party, by notice so given, may change the address to which future notices shall be sent.

4. Entire Agreement. This agreement constitutes the entire agreement between the parties, and nothing contained herein shall be construed as waiving any requirements of the County's Zoning and Subdivision Regulations, Common Review Procedures, or any other regulations otherwise applicable to the development of the Property.

IN WITNESS WHEREOF, the County and the Applicant have executed this Agreement as of the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SUMMIT COUNTY, COLORADO

By: /S/ DON PETERSON  
Don Peterson, Chairman\*

ATTEST:

/S/ COLLEEN RICHMOND

Colleen Richmond, Clerk & Recorder\*

PEBBLE CREEK RANCH, a Colorado  
Partnership

/S/ ROBERT A WYLER  
Robert A Wyler\*

By: /S/ ROBERT A WYLER

/S/ DIANE H WYLER

Robert A Wyler, General Partner\*  
STATE OF COLORADO }  
COUNTY OF SUMMIT }

Diane H Wyler\*

ss.

The foregoing Agreement was acknowledged before me this 6<sup>th</sup> day of August, 1983, by Robert A Wyler, as General Partner of Pebble Creek Ranch, and by Robert A Wyler and Diane H Wyler, individually.

My commission expires : 5/12/87

/S/ JACQUELYN ANDEYAN  
Notary Public Jacquelyn Andeyan \*  
Address: 720 Granite Street, Frisco, CO 80443

\*Denotes the original signatories to the Pebble Creek Ranch PUD Designation, originally approved on September 7, 1983.

APPROVAL OF AMENDMENTS

The foregoing planned unit development designation amends and supercedes the original Pebble Creek Ranch Planned Unit Development Designation as approved by the Summit County Board of County Commissioners on September 7, 1983 and recorded at Reception Number 263027, and as amended by the Summit County Board of County Commissioners as follows:

Resolution #  
2003-92

Adopted November 24, 2003

Reception No.  
737968