

ASPENRIDGE AT KEYSTONE  
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 6 day of August, 1980, by and between the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County," and Aspenridge Development Corporation, a Colorado Corporation, hereinafter referred to as the "Applicant."

WHEREAS, Aspenridge Development Corporation is the owner of certain real property located in Summit County, Colorado, as particularly described in attached Exhibit A hereto, said real property being hereinafter referred to as the "Property";

WHEREAS, the Applicant and its predecessors in interest have requested approval of a rezoning of the Property from A-1 Agricultural and B-1 Highway Business to PUD Planned Unit Development for a development known as Aspenridge at Keystone; 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 receipted for, the parties hereto agree as follows:

A. USES PERMITTED AND DEVELOPMENT PLAN.

Development of the Property shall conform to the Master Development Plan attached hereto as Exhibit B, and the uses permitted shall be the uses indicated thereon. Generally, the Master Development Plan provides for the development of 43 townhouse units, a recreation building and an employee housing unit on a total of 10.33 acres, for an aggregate density of 4.26 units per acre, with the development to be accomplished in three phases. In addition to conforming to the Master Development Plan, development of these uses on the Property shall meet the following requirements:

1. Character of Townhouse Buildings. The townhouse units shall be constructed in groups of three, four and five units per building as shown on the Master Development Plan, with each building having a garage level and two floors of living space above. Building height shall not exceed 35 feet or equivalent

2. Recreation Building and Facilities. Enclosed facilities in the recreation building shall include a swimming pool, handball courts, saunas and jacuzzis. Tennis facilities will be either enclosed or on site. An ice skating pond will be provided if water retention is necessary to satisfy water rights requirements. If the tennis facilities are enclosed in the recreation building, the height of that building shall not exceed 50 feet and berms and landscaping shall be used to diminish the visual impact of the building. If the tennis facilities are not enclosed, the height of the recreation building shall not exceed that of the townhouse units.

3. Employee Housing. A manager's unit of approximately 800 square feet shall be provided within the recreation building and constructed during Phase II.

4. Parking. Each unit shall have two parking spaces, and in addition, visitor parking shall be provided at the recreation building. Parking for all phases shall satisfy the County parking requirements and any specific requirements for the Base II Area then in effect.

5. Building Setbacks. The buildings containing the townhouse units shall be set back from the boundary of the Property at least 25 feet in the front, 15 feet on each side, and 25 feet in the rear.

6. Phasing. Development of the Property shall be phased as shown on the Master Development Plan. Construction of Phase I, consisting of 20 townhouse units, shall be commenced during 1980, with completion anticipated by mid-1981. Both Phase II, consisting of eight townhouse units and the recreation building, and Phase III, consisting of 15 townhouse units, are anticipated to have construction commence in mid-1981 and be completed by the end of 1982. Roads and utilities for the total development shall be started in 1980. The existing structure on the Property shall be removed during Phase II.

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 to be submitted and approved as part of the site plan approval for each phase. At the time of site plan approval for each phase the Applicant shall also pay the applicable public use areas fee (currently \$250.00 per unit) then in effect, subject to any allowable credit that the applicant shall apply for and the County shall approve.

1. Water System. The Applicant shall provide a water supply and distribution system utilizing water rights presently held by the Applicant, leased from other Base II properties, or otherwise acquired, and shall be constructed to meet all applicable requirements of the State of Colorado Health Department and other governmental agencies having jurisdiction.

2. Sewer System. Sewer service shall be provided through connection to the Snake River Basin Sewer System operated by the County. The applicant understands that taps from sewer service will be provided on a first-come first-served basis subject to availability. Sewer lines shall be designed and constructed in accordance with all applicable County standards and requirements, and so as to accommodate future adjacent development.

3. Access. Access within the development shall be provided by the private drives shown on the Master Development Plan, which shall be constructed by the Applicant in accordance with the specifications heretofore submitted to the County. The access system shall be both privately owned and privately maintained. The Applicant agrees that the west entrance to the development may be relocated if the County so requests, provided that such relocation does not move the centerline closer than 100 feet or farther than 310 feet from the southwest corner of the property.

The Applicant shall further provide an access easement at least 25 feet in width, continuing from the cul-de-sac near Building 8 to the west boundary of the Property, to serve as possible access for residential uses that may be developed in the future on the adjacent property to the west.

4. Fire Protection. The Applicant shall participate in any future water and/or fire district serving the area, and shall

design its water system to accommodate the possibility of such future service. As an interim fire protection measure, the Applicant shall install a water storage tank of at least 10,000 gallons capacity, and either a dry hydrant served by the Oro Grande Ditch or an alternative approved by the County, prior to the development of Phase I.

5. Easements. The Applicant shall grant non-exclusive easements, as necessary, for water, sewer, gas, electrical, cable TV and other utility or electronic lines.

6. Landscaping. Revegetation consisting of trees, shrubs and grasses shall be accomplished in accordance with the landscape plan heretofore submitted by the Applicant to the County. Approximately ten trees shall be planted for each unit. Of the total trees planted, approximately thirty percent shall be coniferous trees with Engelmann Spruce and Colorado Blue Spruce used in front of buildings and other coniferous trees used as general site landscaping. The coniferous trees used in front of buildings shall be eight to ten feet tall, and the coniferous used as general site landscaping shall be six to eight feet tall. Deciduous trees shall be six to eight feet tall and predominantly Aspen. Reseeding shall take place on all soil disturbed by regrading. Shrubs and ground covers shall be used as required to stabilize regraded slopes of fifteen percent or more. Topsoil removed during construction shall be stored for revegetation purposes.

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 subject 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  
P.O. Box 68  
Breckenridge, Colorado 80424

Notice to Applicant:  
Aspenridge Development  
Corporation  
164 So. Eagle Circle  
Aurora, Colorado 80012

All notices so given by mail 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 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 day here first above written.



Arllys H. Ward  
Arllys H. Ward, Clerk & Recorder

BOARD OF COUNTY COMMISSIONERS  
OF SUMMIT COUNTY, COLORADO  
By: L. Scott Gould  
L. Scott Gould, Chairman

ASPENRIDGE DEVELOPMENT CORPORATION

By: Paul H. [Signature]  
President  
Paul H. [Signature]

ATTEST:  
[Signature]  
Secretary

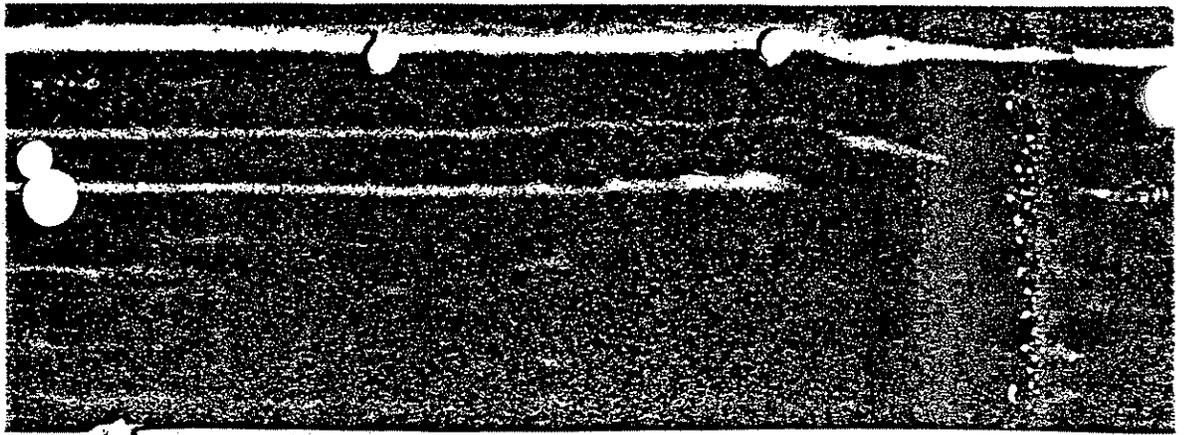


EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND WHICH IS A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 5 SOUTH, RANGE 76 WEST, AND SECTIONS 13 AND 24, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPLE MERIDIAN, AND ALSO BEING A PORTION OF HOMESTEAD ENTRY SURVEY NO. 110, COUNTY OF SUMMIT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER OF SAID SECTIONS 18 AND 19, T. 5 S., R. 76 W., AND SECTIONS 13 AND 24, T. 5 S., R. 77 W., 6TH P.M., THENCE N 00° 16' 02" W A DISTANCE OF 85.66 FEET TO A POINT WHICH IS CORNER NO. 1 OF SAID H.E.S. 110 AND THE TRUE POINT OF BEGINNING; THENCE S 87° 09' 28" E ALONG THE NORTHERLY LINE OF SAID H.E.S. 110 A DISTANCE OF 887.66 FEET TO A POINT WHICH IS CORNER NO. 2 OF SAID H.E.S. 110; THENCE S 02° 37' 23" E ALONG THE WESTERLY LINE OF SAID H.E.S. 110 A DISTANCE OF 91.85 FEET TO A POINT WHICH IS CORNER NO. 3 OF SAID H.E.S. 110; THENCE S 02° 37' 23" E A DISTANCE OF 12.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 6; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 6 THE FOLLOWING TWO COURSES:

- 1) S 77° 02' 39" W A DISTANCE OF 1219.18 FEET;
- 2) S 82° 49' 53" W A DISTANCE OF 100.50 FEET TO A POINT WHICH IS THE NORTHEAST CORNER OF THE ORO GRANDE NO. 1 CANAL TRACT AS DESCRIBED AT RECEPTION NO. 91342 IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER, AND BEING A DENVER MUNICIPAL WATER WORKS BRASS CAP;

THENCE S 76° 59' 11" W ALONG THE NORTHERLY LINE OF SAID ORO GRANDE NO. 1 CANAL TRACT A DISTANCE OF 240.00 FEET; THENCE N 12° 55' 30" W A DISTANCE OF 209.83 FEET TO A POINT WHICH IS A ONE-INCH DRILL STEEL; THENCE N 76° 56' 38" E ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 179 AT PAGE 16 IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER A DISTANCE OF 239.53 FEET TO A POINT WHICH IS THE SOUTHEAST CORNER OF THAT TRACT DESCRIBED IN SAID BOOK 179 PAGE 16, BEING A NO. 4 REBAR; THENCE N 12° 55' 02" W ALONG THE EASTERLY LINE OF THAT TRACT DESCRIBED IN SAID BOOK 179 PAGE 16 A DISTANCE OF 306.13 FEET TO A POINT ON THE NORTHERLY LINE OF SAID H.E.S. 110; THENCE S 82° 19' 54" E ALONG SAID NORTHERLY LINE OF H.E.S. 110 A DISTANCE OF 517.01 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING TO.336 ACRES, MORE OR LESS.

I, TERRY C. BARNES, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS WRITTEN BY ME AND UNDER MY SUPERVISION AND THAT IT IS BASED ON A SURVEY MADE BY MY AND THAT IT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 28TH DAY OF FEBRUARY, 1980.

*Terry C. Barnes*  
R.L.S. NO. 15242





