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SUMMIT COUNTY
CLERK AND RECORDER
MAY 13 4 45 PM '81
ARLYS M. WARDE

LIFTSIDE PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 21 of April, 1981, between the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County", and Liftside Associates, a Colorado limited partnership, hereinafter referred to as the "Applicant".

WHEREAS, the Applicant is the owner of certain real property located in Summit County, Colorado, particularly described in attached Exhibit 1 hereto, said real property being hereinafter referred to as the "Property";

WHEREAS, the Applicant has requested approval of a rezoning of the Property from A-1 Agricultural and F-1 Highway Business to PUD Planned Unit Development for a development known as Liftside; 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.

Use and development of the Property shall be in accordance with the Development Plans attached as Exhibits 2 and 3 hereto, and the following specific requirements:

1. Plan A and Plan B. The Applicant has submitted two alternative development plans. Plan A requires the issuance of a permit by the Corps of Engineers allowing wetland modification under Section 404 of the Federal Clean Water Act, and an application for such permit is pending. Plan B does not require a Section 404 Permit. Both Plan A and Plan B are hereby approved, provided that the Applicant may not proceed with development under Plan B until the denial of the Section 404 Permit application or June 25, 1981, whichever occurs first.

2. Permitted Uses. The permitted uses for the property shall be forty (41) dwelling units located in Buildings A, B and C, as depicted on the Development Plans; a recreational facility, not exceeding 800 square feet in size; and a commercial building (under Plan A only) not exceeding 6300 square feet in size. Building heights shall not exceed fifty-four (54) feet, height being as defined in the County Building Code. The Applicant may construct an additional two (2) units in Building A provided the total building square footage is not increased.

3. Employee Housing. Three one-bedroom units in Building A shall be reserved for employee housing through a covenant between the Applicant and the County, in form satisfactory to the County, to be executed prior to issuance of building permits for the development.

4. Parking. The Applicant shall provide at least forty-eight (48) parking spaces, thirty-five (35) being under the building and thirteen (13) being surface spaces. If development is pursuant to Plan A, an additional fifteen (15) spaces will be provided. The parking spaces shall additionally satisfy any County parking regulations in effect at the time of construction.

5. Public Use Areas. The Applicant shall grant an easement to the County for public use of a parcel of land adjacent to the Snake River consisting of approximately .74 acres, and for such easement shall receive a credit in the full amount of the public use areas fee otherwise required. Such easement shall be granted upon the final plat.

6. Development Schedule. Construction of the entire project shall begin in the summer of 1981 and be completed within approximately one (1) year.

8. 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 Improvement Agreement required as a condition of final plat approval.

1. Water System. Water shall be provided by onsite wells until such time as a central water system serving the area may be developed.

2. Sewer System. Sewer service shall be provided by the Phase D Treatment Plant of the Snake River Sewer System operated by the County. The Applicant shall be responsible for constructing all mains and dedicating all associated easements necessary for development of the Property and to accommodate anticipated future development in the area. The Applicant shall further participate in any service district that may be created in the future to provide water or sewer service for the area.

3. Access. Access within the development shall be provided by a system of paved, private drives as shown on the Development Plans. The access system shall be both privately owned and privately maintained. The Applicant shall further provide access easements to serve potential future development of properties to the east and west. Pedestrian walkways and a pedestrian plaza shall be developed in coordination with the adjacent "Springer" project as shown on the Development Plans, and public easements therefor shall be granted prior to the issuance of certificates of occupancy.

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 hydrant on the Property connecting with the Snake River.

5. Landscaping. Landscaping shall be installed in accordance with a detailed landscaping plan to be submitted to and approved by the County prior to final plant approval.

C. GENERAL PROVISIONS

1. BREACH OF AGREEMENT. If it appears any provision of this Agreement has been breached by the Applicants, 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 Applicants in writing and afforded them a reasonable opportunity to remedy the same.

2. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Applicants 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 prosepctive 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 Applicants 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 either be 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, CO 80424

Notice to Applicant:
Liftside Associates
c/o John Greaves
1780 S. Bellaire
Suite 501
Denver, CO

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 by 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, [illegible]

executed [illegible]

written.

SEAL

[illegible]

By: [illegible]

[illegible]

Arlys H. Ward

Arlys H. Ward, Clerk & Recorder

LIFTSIDE ASSOCIATES

By: _____

General Partner

State of Colorado)
) SS.
County of Summit)

The foregoing was acknowledged before me the _____ day of _____, 1981, by _____ as General Partner of Liftside Associates.

My commission expires: _____

Notary Public

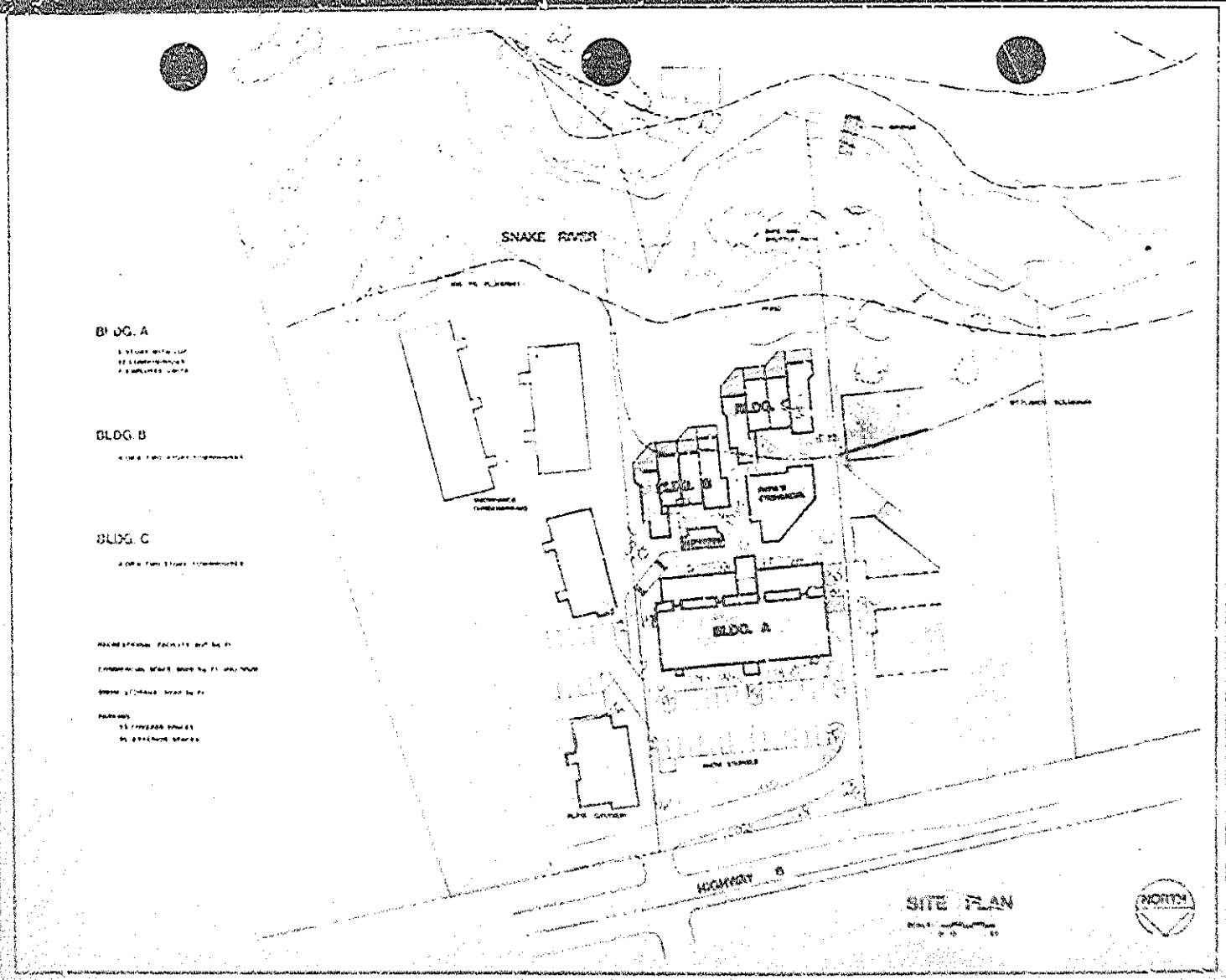
/ds

LIFTSIDE AT KEYSTONE
LOCATED IN THE NE 1/4 OF SECTION 24, T. 5 S.,
R. 77 W. OF THE 6TH P.M.
AND ALSO BEING A PORTION OF H.E.S. 110
SUMMIT COUNTY, COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND WHICH IS A PORTION OF THE NE 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL 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 NORTHEAST CORNER OF SAID SECTION 24, BEING A BRASS CAP; THENCE S 00° 09' E A DISTANCE OF 421.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 6; THENCE S 77° 00' W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1124.07 FEET TO A POINT WHICH IS THE TRUE POINT OF BEGINNING, WHENCE CORNER NO. 8 OF SAID H.E.S. 110 BEARS S 49° 47' 32" W 1756.93 FEET DISTANT; THENCE S 04° 40' 00" E ALONG THE WESTERLY LINE OF CLERK AND RECORDER A DISTANCE OF 570.00 FEET; THENCE S 66° 07' 00" W A DISTANCE OF 104.77 FEET; THENCE S 56° 40' 00" W A DISTANCE OF 112.78 FEET; THENCE N 04° 40' 00" W ALONG THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 192828 OF THE SUMMIT COUNTY RECORDS A DISTANCE OF 629.60 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 6, THENCE N 77° 00' 00" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 200.60 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.703 ACRES, MORE OR LESS.



BLDG. A

BLDG. B

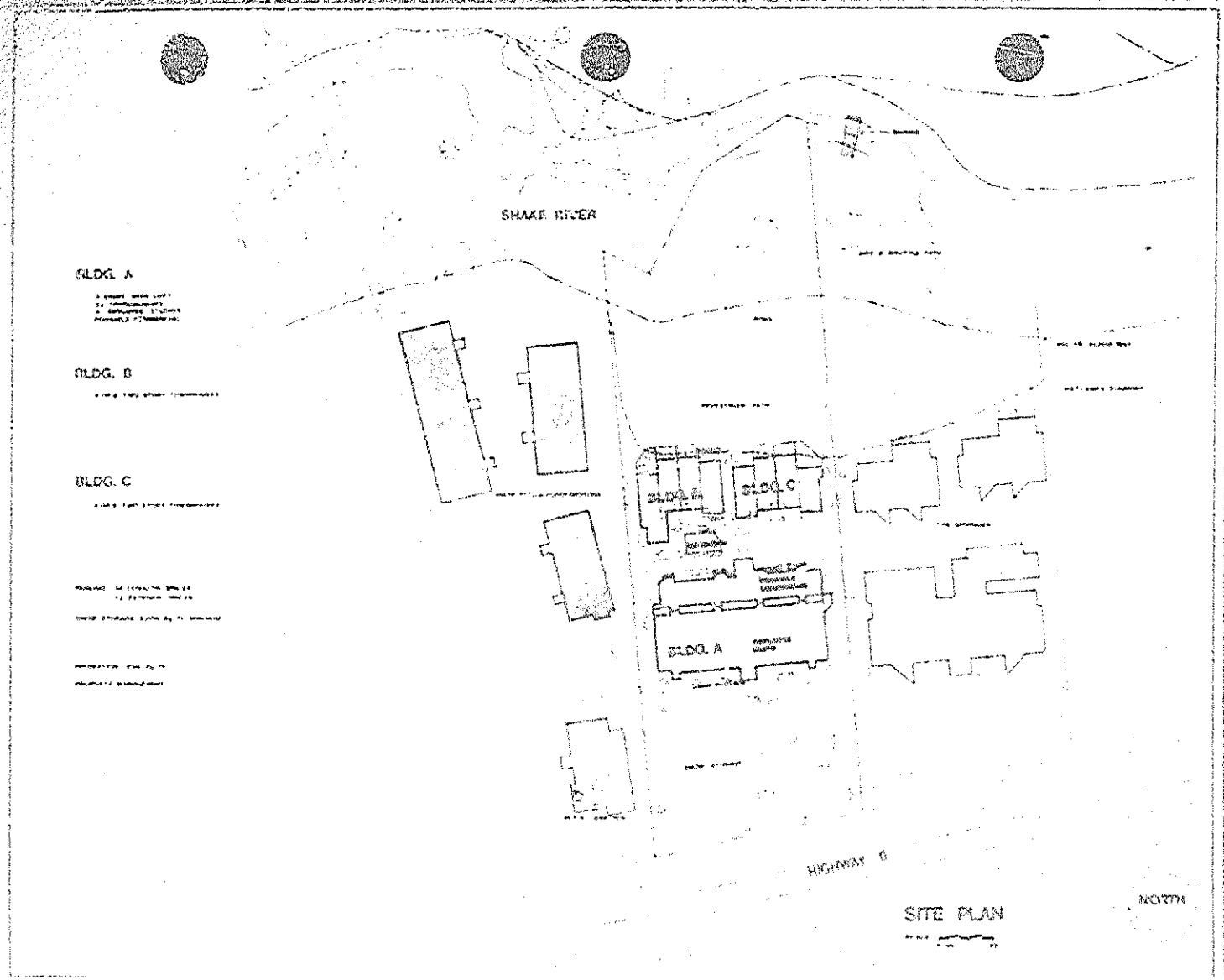
BLDG. C

CONCEPTUAL SITE PLAN SCHEME A

LIFTSIDE AT KEYSTONE
KEYSTONE, COLORADO

PETER WITTER, ARCHITECT
KEYSTONE, CO 303 468 2277

EXHIBIT 2



SITE PLAN

CONCEPTUAL SITE PLAN SCHEME B

LIFTSIDE AT KEYSTONE

KEYSTONE, COLORADO

PETER WITTER, ARCHITECT
KEYSTONE, CO. 303 468 2267