

223661

SUMMIT COUNTY  
CLERK AND RECORDER

MAY 13 4 33 PM '81

SKIERS EDGE PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 21 <sup>st</sup> April 1981, between the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County", and the Bullert Corporation, a Colorado corporation, doing business as Skiers Edge, 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 A hereto, said real property being hereinafter referred to as the "Property";

WHEREAS, the Applicant has requested approval of a rezoning of the Property from B-1 Highway Business to PUD Planned Unit Development for a development known as Skiers Edge (Phase I); 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 (for Phase I of the development ultimately intended by the Applicant) shall be in accordance with the Development Plan attached as Exhibit B hereto, and the following requirements:

WHAT'S ATTACHED IS NOT  
WHAT WAS INTENDED - SHOULD  
HAVE SOMETHING SIMILAR TO SITE PLAN JP

1. Permitted Uses. The permitted uses for the Property shall be limited to the improvement of the 3 existing buildings and their conversion to the following uses:

Building A (existing Lodge): 3,500 square foot restaurant, bar and lounge, with seating capacity of approximately 80 in the restaurant and approximately 60 in the bar and lounge;

Building B (existing Motel): 25 dwelling units, 12 with kitchens and 13 without kitchens;

Building C (existing Annex): 2 dwelling units with kitchens. It is understood that the Applicant intends to offer the dwelling units as condominium units on a time share basis.

2. Employee Housing. The two dwelling units in Building C shall be reserved for employee housing for employees of the development until such time as employee housing is otherwise provided by the Applicant in subsequent phases of the overall intended development.

3. Parking. The Applicant shall provide at least two parking spaces for each two bedroom unit, one and one half parking space for each dwelling unit with kitchen and one parking space for each dwelling unit without kitchen, and at least 40 parking spaces for the restaurant, bar and lounge. The parking spaces shall satisfy any County parking regulations in effect at the time of construction.

4. Public Use Areas Fee. 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 plat for the Property or the issuance of a building permit for the proposed improvements.

5. Development Schedule. The improvement and conversion of the existing buildings as proposed by the Applicant is intended to be completed within four months after the issuance of appropriate building permits.

B. UTILITIES AND IMPROVEMENTS

The development shall be serviced by the existing utilities and improvements as follows:

1. Water System. Water shall be provided by the two existing on-site wells and the existing water distribution system.

2. Sewer System. Sewer service shall be provided by the present Case-Cotter unit under NPDES permit #CO-0029611 from the Colorado Department of Health. The parties understand that it is not certain at this time, and cannot be determined prior to operation of the system, whether the existing unit will provide satisfactory sewer treatment within the discharge limits permitted by law. The Applicant shall be fully responsible for the operation of the system during the remaining term of the existing permit, and for obtaining a new four-year permit upon expiration of the existing permit on June 30, 1981.

To guarantee performance of its obligations under this paragraph, the Applicant shall provide the County a surety bond or escrow account in form satisfactory to the County Attorney, in the amount of \$10,000 prior to the issuance of any building permit for the Property.

3. Roads. Access to the development shall be provided by the existing roads, which shall remain privately owned and maintained by the Applicant.

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  
POB 68  
Breckenridge, Colorado 80424

Notice to Applicant:

Bullert Corporation  
720 Kipling, Suite 13-15  
Lakewood, CO 80215

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 may 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 date first above written.



BOARD OF COUNTY COMMISSIONERS  
OF SUMMIT COUNTY, COLORADO

BY: *F. G. Brunner*  
Chairman

ATTEST:  
*Arllys H. Ward*  
Arllys H. Ward, Clerk and Recorder

BULLERT CORPORATION

BY: *[Signature]*  
President

ATTEST:  
*[Signature]*  
Secretary

/ds

KNOW ALL MEN BY THESE PRESENTS: That Bullert Corporation, being the Owner of a tract of land situate within the Ruby Placer, Mineral Survey No. 17193, in Section 36, Township 7 South, Range 78 West of the Sixth Principal Meridian, County of Summit, State of Colorado, do wit:

Beginning at Corner No. 2 of the Ruby Placer; thence N31°07'00"E along Line 1-2, for a distance of 638.20 feet, thence N75°20'12"W, for a distance of 936.70 feet to the True Point of Beginning; thence S14°39'48"W, for a distance of 1.01 feet to a point of curvature; thence Southeasterly and to the right along the arc of a curve whose chord bears S2°46'05"W, 97.85 feet, and whose delta is 156°12'35" and whose radius is 50.00 feet for a distance of 136.32 feet to a point of reverse curvature; thence Southwesterly and to the left along the arc of a curve whose delta is 71°09'03" and whose radius is 15.00 feet for a distance of 18.63 feet to a point of reverse curvature; thence Southwesterly and to the right along the arc of a curve whose delta is 23°57'54" and whose radius is 184.78 feet, for a distance of 77.29 feet to a point of tangency; thence S33°41'14"W, for a distance of 64.43 feet to a point of curvature; thence Westerly and to the right along the arc of a curve whose chord bears S88°00'52"W, 21.00 feet, and whose delta is 13°45'01" and whose radius is 87.71 feet, for a distance of 21.05 feet to a point of tangency; thence N85°07'06"W, for a distance of 39.10 feet to a point of intersection with the East boundary of the Schissler Quandary Condominium Subdivision Plat; thence Northerly along the Schissler Plat and to the left along the arc of a curve whose chord bears N4°39'40"E, 12.00 feet, and whose delta is 0°26'27" and whose radius is 1560.02 feet, for a distance of 12.00 feet to a point of compound curvature; thence Northwesterly along the Schissler Plat and to the left along the arc of a curve whose delta is 39°36'00" and whose radius is 206.74 feet, for a distance of 142.89 feet to a point of compound curvature; thence Northwesterly along the Schissler Plat and to the left along the arc of a curve whose chord bears S38°09'33"E, 51.73 feet, and whose delta is 6°00'00" and whose radius is 590.18 feet, for a distance of 61.80 feet to a point of tangency; thence S48°50'27"W along the Schissler Plat, for a distance of 96.00 feet to a point of curvature; thence Southeasterly along the Schissler Plat and to the right along the arc of a curve whose chord bears S38°09'33"E, 51.73 feet, and whose delta is 6°00'00", and whose radius is 494.18 feet, for a distance of 51.75 feet to a point of compound curvature; thence Southwesterly along the Schissler Plat and to the right along the arc of a curve whose delta is 39°36'00" and whose radius is 110.74 feet, for a distance of 76.54 feet to a point of compound curvature; thence Southerly along the Schissler Plat and to the right along the arc of a curve whose chord bears N5°26'27"E, 48.41 feet, and whose delta is 2°00'00" and whose radius is 1464.02 feet, for a distance of 51.11 feet to a point of tangency; thence N83°33'33"W along the Schissler Plat, for a distance of 77.00 feet to a point on the East boundary of the Amended Map of Quandary Breckenridge Plat and to the left along the arc of a curve whose chord bears N5°26'27"E, 48.41 feet, and whose delta is 2°00'00" and whose radius is 1387.02 feet, for a distance of 48.42 feet to a point of tangency; thence N4°26'27"E along the Quandary Breckenridge Plat, for a distance of 48.00 feet; thence N85°33'33"W along the North line of the Quandary Breckenridge Plat extended for a distance of 439.30 feet to a point on the East Right-of-way line of Colorado State Highway No. 9; thence N11°29'07"E along said Right-of-way line, for a distance of 135.91 feet to a point of curvature; thence Northeasterly along said Right-of-way line and to the left along the arc of a curve whose delta is 3°11'14" and whose radius is 3164.59 feet, for a distance of 176.04 feet; thence S75°20'12"E, for a distance of 713.14 feet to the True Point of Beginning. All bearings are referenced to the Condominium Plat described above. The tract contains 4.140 acres, more or less.



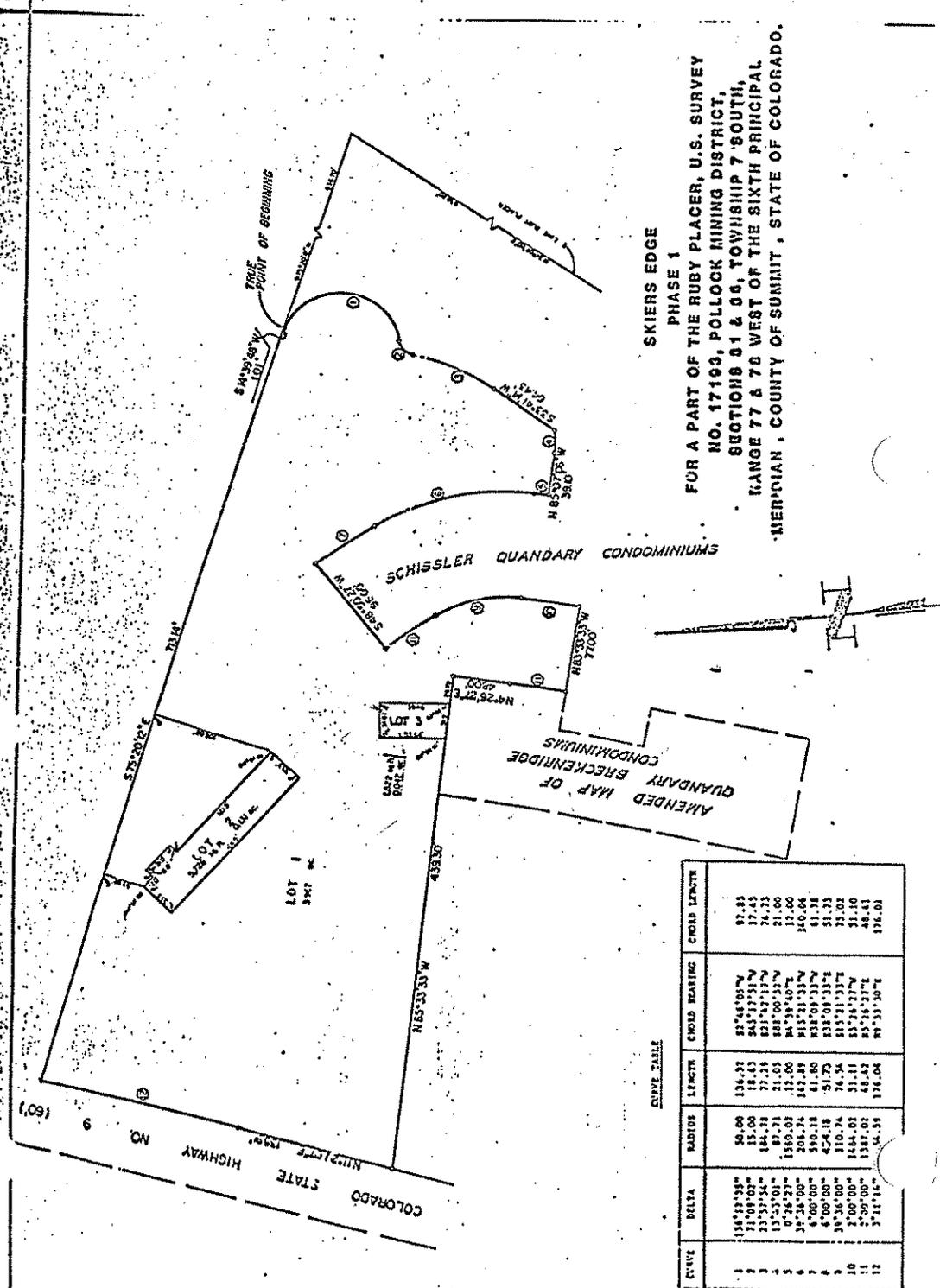
MEURER, SERAFINI AND MEURER, INC.

CONSULTING ENGINE

670 WEST 44TH AVENUE AT FOX STREET • DENVER, COLORADO 80216 • (303) 455-7321/433-7321

SCALE 1" = \_\_\_\_\_ CHECKED \_\_\_\_\_  
 ( ) STEEL PINS WITH CAPS SET AS SHOWN  
 \* CROSSES SET AS SHOWN  
 [ ] EXISTING CORNER FOUND

JOB NO. \_\_\_\_\_  
 DATE \_\_\_\_/\_\_\_\_/\_\_\_\_ BY \_\_\_\_\_  
 NOTES \_\_\_\_\_



SKIERS EDGE  
 PHASE 1  
 FOR A PART OF THE RUBY PLACER, U.S. SURVEY  
 NO. 17193, POLLOCK MINING DISTRICT,  
 SECTIONS 91 & 96, TOWNSHIP 7 SOUTH,  
 RANGE 77 & 78 WEST OF THE SIXTH PRINCIPAL  
 MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
1	158° 13' 35"	50.00	136.21	S2° 45' 00" W	97.83
2	21° 04' 07"	15.00	18.43	S45° 13' 51" W	17.45
3	15° 33' 34"	184.78	27.28	S3° 42' 13" W	26.23
4	15° 33' 34"	184.78	27.28	N89° 04' 07" E	26.23
5	0° 24' 37"	186.00	11.00	N89° 04' 07" E	11.00
6	37° 38' 00"	208.74	162.88	N15° 21' 33" W	160.04
7	6° 00' 00"	590.18	61.60	N88° 01' 33" E	61.31
8	6° 00' 00"	424.18	51.75	S3° 01' 33" E	51.25
9	3° 36' 00"	310.74	74.54	S15° 21' 33" W	73.02
10	3° 00' 00"	1484.01	310.74	S15° 21' 33" W	310.10
11	5° 00' 00"	1387.01	48.43	N5° 26' 27" E	48.43
12	5° 11' 14"	64.35	176.04	N7° 53' 30" E	176.03