



1159443

Kathleen Neel – Summit County Recorder

ON-SITE EMPLOYEE UNITS COVENANT

Lodge by the Blue

THIS ON-SITE EMPLOYEE UNITS COVENANT ("Covenant") is made this 19th day of December, 2017, between the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County" and Global Connections, Inc, the address of which is 5360 College Boulevard, Suite 200, Overland Park, Kansas, 66211, hereinafter referred to as the "Owner."

For and in consideration of the County's approval of two (2) employee units on the property described below pursuant to the Lodge by the Blue Planned Unit Development ("PUD") designation and Section 3809.04.B.2. of the Summit County Land Use and Development Code, the Owner hereby covenants and agrees to, with and for the benefit of the County and the general public as follows:

1. **Property Affected:** This covenant and the restrictions imposed hereby shall apply to the two (2) units located in Building C, the Employee/Manager Annex, as referenced in the Lodge by the Blue PUD designation and located on the real property located within the Lodge by the Blue PUD in Summit County, Colorado, owned by the Owner and particularly described as:
 LOTS 1, 2 and 3, SKIERS EDGE, ACCORDING TO THE PLAT THEREOF FILED AUGUST 5, 1981 AT RECEPTION NO. 22690, EXCEPTING THEREFROM THAT PORTION OF LOT 1 CONVEYED TO THE BRECKENRIDGE SANITATION DISTRICT BY WARRANTY DEED RECORDED JULY 14, 1987 AT RECEPTION NO. 339402, COUNTY OF SUMMIT, STATE OF COLORADO ("Property"), as said Property may be subject to modification in description from time to time in the future.
2. **Use Restricted:** The Employee Units shall be restricted to use as housing for employees of businesses located on the Property. The Employee Units may be occupied by on-site employees only and may not be rented to any individuals not employed by businesses located on the Property, or on a short term basis under any circumstances. In the event that there is not an employee of a business located on the Property seeking to rent space within one of the Employee Units, the space may be made available to a qualified applicant per Section 3809 et. seq. of the Summit County Land Use and Development Code. Total occupancy of the employee units is not to exceed one person for each 300 square feet of living space.
3. **Alternate Designation of Employee Units:** Notwithstanding anything to the contrary herein, it is recognized that the Owner has the right to designate alternative employee units of equivalent function in terms of capacity and purpose if necessary in the judgment of Owner. Such alternative designation shall be effectuated within 30 days of advance notice to the County of such plans by Owner. Said alternative designation of units may be located at any area upon the Property, or may be located off the Property if approved in advance by the County, which approval shall not be unreasonably withheld. **In the event the Owner desires to proceed with platting condominium units on the Property, Owner shall be required to record a covenant on two (2) units in conjunction with such platting in order to preserve the employee housing units required under the PUD. Under no circumstances may any condominium units be sold without appropriately ensuring the preservation of two (2) employee units as required in the reasonable discretion of the County.**
4. **List of Tenants Available:** Upon request of the County, the Owner, within ten (10) days of such request, shall provide the County or its designee with a list of the current tenants, their places of employment, and a copy of such lease agreement or occupancy terms in effect for the Employee Units.
5. **Enforcement:** The County shall retain all rights and potential remedies necessary for enforcement of this Covenant, including, without limitation, any remedy at law or in equity available by means of the Summit County Land Use and Development Code, this Covenant, or by law. Should any violation of this Covenant occur, the prevailing party shall be entitled to all costs, including reasonable attorney's fees, incurred in any formal enforcement action regarding the same.
6. **Binding Effect:** This Covenant shall run with the land and be binding upon the Owner, its successors, representatives, and assigns.

7. **Recordation:** Owner shall record this Covenant in a timely fashion in the official records of the Summit County, Colorado Clerk and Recorder, and the County may record this Covenant at any time if Owner has not so recorded it.
8. **Severability:** The terms and conditions of this Covenant are expressly intended to be severable. In the case one or more of the provisions contained in this Covenant, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Covenant and the application thereof shall not in any way be affected or impaired thereby.
9. **Governmental Immunity:** The County does not intend to waive, by any provision of this Covenant, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.
10. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern the interpretation and performance of this Covenant. Venue shall be proper only in Summit County, Colorado.
11. **No Benefit to Third Parties:** This Covenant does not and shall not be deemed to confer upon or grant to any third party any rights to claim damages or to bring any lawsuit, action or other proceedings against either the County or the Owner, or its successors, representatives, or assigns because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein. Other than as specified herein, this Covenant is not intended to impose any legal or other responsibility on the County or the Owner, or its successors, representatives, or assigns.

EXECUTED as of the date first above written.

COUNTY MANAGER
OF SUMMIT COUNTY, COLORADO

BY: Scott Vargo
Scott Vargo, County Manager

ATTEST:

Kathleen Neel
Kathleen Neel, Clerk and Recorder

Approved as
to term
WV
Legal

GLOBAL CONNECTIONS, INC.

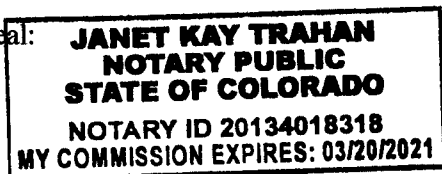
By: Tom Lyons
Name: Tom Lyons
Title: President

STATE OF Colorado)
COUNTY OF Summit)

Subscribed and sworn before me this 18 of December, 2017 by Thomas Lyons as
President of Global Connections, Inc.

My commission expires: 3/20/2021

Notary Seal:



Janet Kay Trahan
Notary Public