

AMENDED CHATEAUX D'MONT PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of November, 1984, by and between the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County," and Linclay Corporation, a Missouri corporation, hereinafter referred to as the "Applicant".

WHEREAS, the Applicant is an owner and the developer of certain real property in Summit County, Colorado, particularly described and attached Exhibit "A" hereto and hereinafter referred to as the "Property";

WHEREAS, the Property has been developed as Phase I of the original Chateaux d'Mont Planned Unit Development, in accordance with the Chateaux d'Mont Planned Unit Development Agreement dated April 20, 1982 and recorded May 27, 1982 as reception no. 240279;

WHEREAS, the property which was to be developed as Phase II of the Chateaux d'Mont Planned Unit Development is now to be separated from the Property and developed as a planned unit development known as Lancaster Lodge under a separate Planned Unit Development Agreement;

WHEREAS, the original Chateaux d'Mont Planned Unit Development Agreement does not specify all of its requirements separately for Phase I and Phase II, and the parties now wish to specify the requirements for the Property; and

WHEREAS, the Development Plan for the Property has also been modified in certain minor respects;

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 Plan attached as Exhibit "B" hereto and the following specific requirements:

1. Permitted Uses. Permitted uses for the Property shall be 27 dwelling units in Buildings A, B and C as presently constructed.
2. Parking. The Applicant shall provide at least 32 surface parking spaces.
3. Public Use Areas. An easement shall be granted to the County for public use of a parcel of land adjacent to the Snake River consisting of 2.468 acres. The parcel shall be on the Lancaster Lodge property (previously

Phase II). For such easement a full credit shall be granted for the public use areas fee otherwise required for the Property and the Lancaster Lodge property.

4. Development Schedule. Development of the Property has been completed.

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 of the Property shall be submitted to and approved by the County prior to development of Lancaster Lodge.

7. Section 404 Permit. The Applicant shall comply with all conditions of the permit issued by the Corps of Engineers allowing wetland modification of the Property under Section 404 of the Federal Clean Water Act.

B. UTILITIES AND IMPROVEMENTS.

Public utilities, improvements and services are to be provided for the Property as set forth in this section. Detailed specifications and time schedules for their construction have been set forth in the Improvements Agreement required as a condition of final plat approval.

1. Water System. Water is provided by the Snake River Water District.

2. Sewer System. Sewer service is provided by the Snake River Sewer System operated by the County.

3. Access. Access to the Property is provided from the east cul-de-sac of Keystone Road. Access within the Property shall be provided by paved, private drives as shown on the Development Plan. Pedestrian, bicycle and tram routes shall be provided as shown on the Development Plan.

4. Fire Protection. Fire protection is provided by the Snake River Fire Protection District, and the Applicant shall meet all fire protection requirements of the District.

5. Landscaping. Landscaping has been provided in accordance with the detailed landscaping plan submitted to and approved by the County as part of site plan approval.

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 o

certificates of occupancy 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
P.O. Box 68
Breckenridge, CO 80424

Notice to Applicant:
Linclay Corporation
1030 Woodcrest Terrace Dr.
St. Louis, MO 63141

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. 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 Property.

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



Colleen Richmond
Colleen Richmond, Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

BY: Don Peterson
Don Peterson, Chairman

Janet
Janet, Secretary

LINCLAY CORPORATION
BY: Harold E. Jones
Vice President

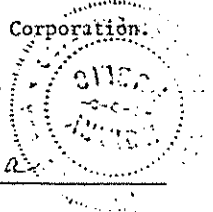
STATE OF COLORADO)
)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this 1st day of

June, 1984, by Herbert E. Prince as
Assistant
Vice President and Linda Pohland as Secretary of Linclay Corporation.

My commission expires: 5/24/86

Will L. Prince
Notary Public



PLAT OF
VT CONDOMINIUM
 PORTION OF TRACT B
 d' MONT
 S., R.77W. of the 6th P.M.
 TY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE LINCLAY CORPORATION, A MISSOURI CORPORATION, BEING THE DECLARANT UNDER THE DECLARATION OF CONDOMINIUM OF CHATEAUX d'MONT CONDOMINIUM RECORDED DECEMBER 15, 1982, UNDER RECEPTION NUMBER 249357, WHICH IS DESCRIBED AS FOLLOWS:

Legal resubdiv of Tract of Chateaux d' Mont

A TRACT OF LAND WHICH IS A PORTION OF TRACT B, CHATEAUX d'MONT, RECORDED UNDER RECEPTION NO. 240143 OF THE SUMMIT COUNTY RECORDS, ALSO BEING A PORTION OF HOMESTEAD ENTRY SURVEY NO. 110 LOCATED IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID CHATEAUX d'MONT WHENCE CORNER NO. 7 OF SAID H.E.S. 110 BEARS N 87° 59' 00" E 942.05 FEET DISTANT; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID CHATEAUX d'MONT, ALSO BEING THE 7-8 LINE OF SAID H.E.S. 110, S 87° 59' 00" W A DISTANCE OF 258.50 FEET; THENCE N 02° 01' 00" W A DISTANCE OF 231.00 FEET; THENCE N 87° 59' 00" E A DISTANCE OF 138.44 FEET; THENCE N 74° 28' 00" E A DISTANCE OF 8.82 FEET; THENCE N 15° 32' 00" W A DISTANCE OF 81.50 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT C, SAID CHATEAUX d'MONT; THENCE ALONG SAID SOUTHERLY LINE OF TRACT C, S 88° 35' 13" E A DISTANCE OF 64.81 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID CHATEAUX d'MONT; THENCE ALONG SAID EASTERLY BOUNDARY FOR THE FOLLOWING TWO (2) COURSES:

- 1.) S 15° 32' 00" E A DISTANCE OF 283.60 FEET;
- 2.) S 01° 13' 00" E A DISTANCE OF 32.69 FEET TO THE POINT OF BEGINNING;

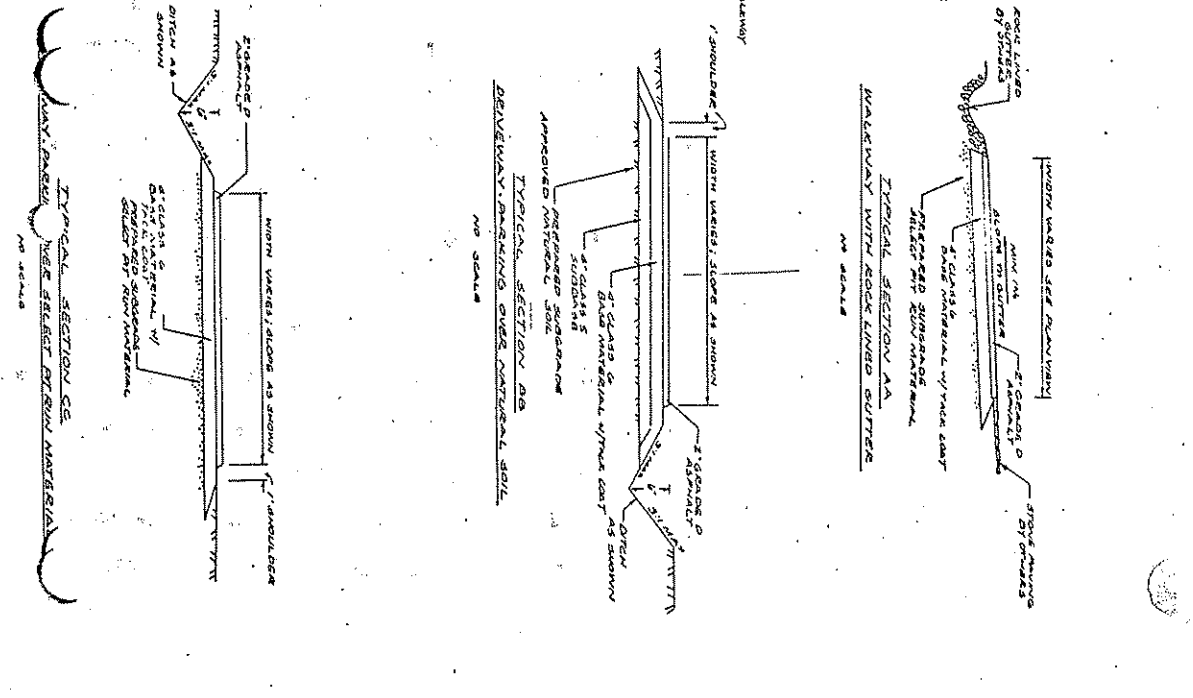
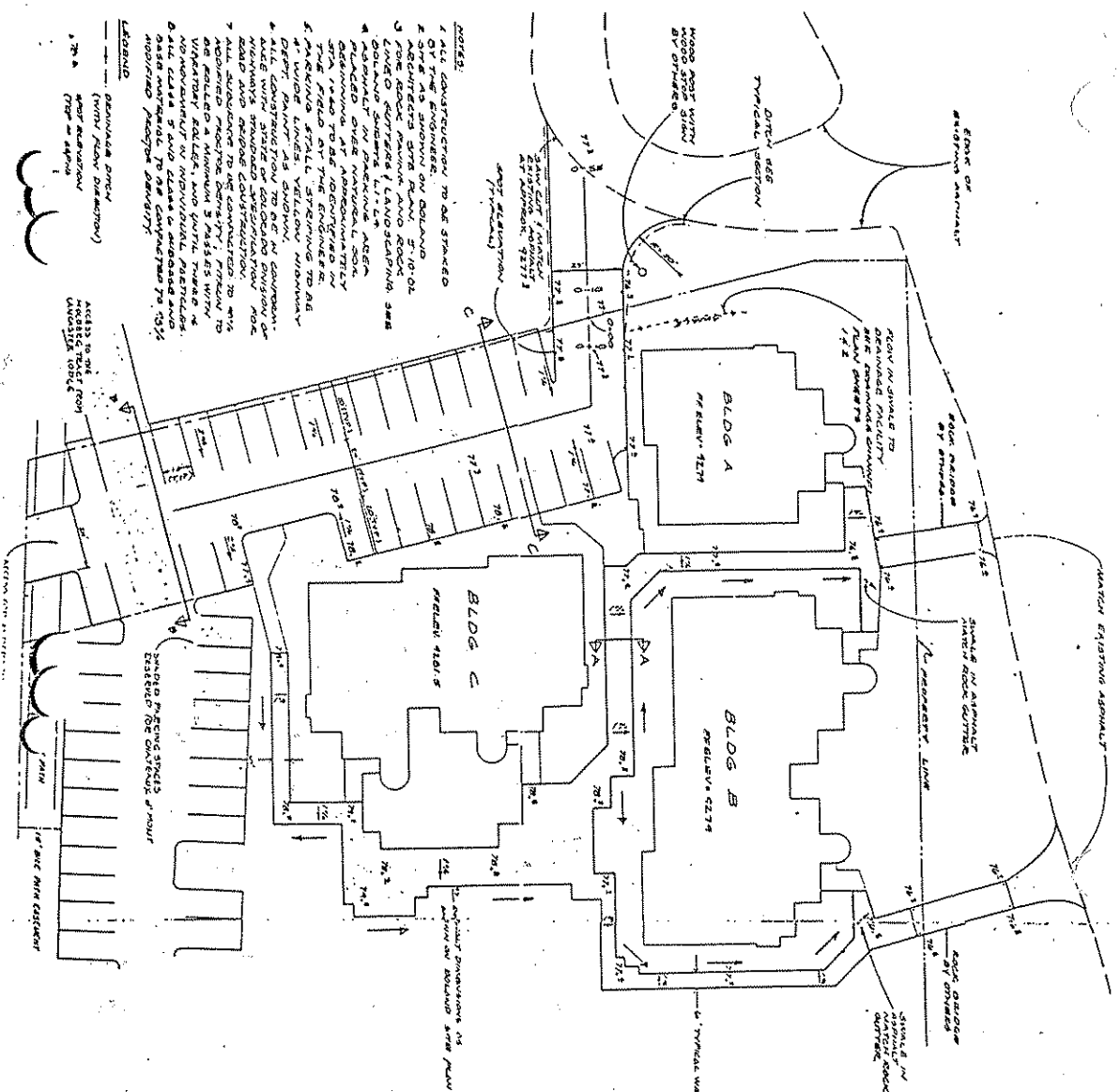
CONTAINING 1.381 ACRES OR 60,155 SQUARE FEET, MORE OR LESS.

STATE OF _____
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HAVE LAID OUT, PLATTED, AND RESUBDIVIDED SAME AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF "CHATEAUX d'MONT CONDOMINIUM, A RESUBDIVISION OF A PORTION OF TRACT B, CHATEAUX d'MONT"; AND BY THESE PRESENTS DO HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY LABELED AS EASEMENTS TO BE USED FOR THE PURPOSES AS INDICATED HEREON.

ATION

LINCLAY CORPORATION



NO.	DATE	BY	DESCRIPTION
1	11/10/64	JLB	PRELIMINARY
2	11/10/64	JLB	REVISED PER COMMENTS
3	11/10/64	JLB	REVISED PER COMMENTS
4	11/10/64	JLB	REVISED PER COMMENTS

CHATEAUX d' MONT
 CHATEAUX d' MONT at KEYSTONE
 BASE II AREA, KEYSTONE

Robillard & Associates, Inc.