

ORDINANCE NO. 8

Series 1999

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH
LINCOLN HIGHLANDS I LIMITED AND LINCOLN HIGHLANDS III LIMITED

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE,
COLORADO:

Section 1. Findings. The Town Council of the Town of Breckenridge finds and determines as follows:

A. Lincoln Highlands I Limited, a Colorado limited liability company, and Lincoln Highlands III Limited, a Colorado limited liability company (collectively, "Developer") are the Master Developer under the Master Plan Agreement dated March 28, 1984 pertaining to the real property commonly known as "Delaware Flats" ("Master Plan").

B. Pursuant to Development Permit No. 1999009 (the "Development Permit") the Town has approved an Amendment to Master Plan Agreement amending the Master Plan (the "Master Plan Amendment").

C. Pursuant to Section 9-1-17-11 and Policy 39 of Section 9-1-19 of the Town's Development Code, the vested property rights period for the Development Permit generally would be three years.

D. Paragraph K of Section 9-1-17-11 of the Town's Development Code authorizes the Town to enter into an agreement with a landowner or developer to provide for a vested property rights period of more than three years "when warranted in light of all relevant circumstances, including, but not limited to, the size and phasing of the development, economic cycles and market conditions" and to designate an approval other than that described in Section 9-1-17-11 as a site specific development permit for a specific project.

E. The extended vested property rights provided for in the attached Development Agreement (Exhibit "A" hereto) are warranted in light of all relevant circumstances, including, but not limited to, the size and phasing of the Developer's development described in the Master Plan Amendment, as well as economic cycles and market conditions.

F. The Developer's application which culminated in the issuance of the Development Permit was filed prior to March 24, 1999. As such, pursuant to Section 9-1-24 of the Breckenridge Town Code, the provisions of Ordinance No. 3, Series 1999 (entitled "An Ordinance Amending Title 9 of the Breckenridge Town Code Concerning Development Agreements"), which was adopted March 9, 1999 and became effective March 24, 1999, are not applicable to the Developer's application. Instead, the Developer's request for extended vested property rights incidental to the Development Permit is governed by Section 9-1-17-11(K) of the Breckenridge Town Code as the same existed prior to amendment by Ordinance No. 3, Series 1999.

G. A public hearing in connection with this Ordinance was held on June 22, 1999 as required by the Breckenridge Town Charter. Such hearing was preceded by newspaper notice in compliance with the requirements of the Breckenridge Town Charter. Such notice and hearing satisfy the requirement for notice and hearing as described in Section 24-68-103, C.R.S.

Section 2. Approval of Development Agreement. The Development Agreement between the Town and the Developer, a copy of which is marked Exhibit "A", attached hereto and incorporated herein by reference, is approved, and the Town Manger is hereby authorized, empowered and directed to execute such Agreement for and on behalf of the Town of Breckenridge.

Section 3. Notice of Approval. The Development Agreement shall contain on its face a notice in substantially the form provided in Section 9-1-17-11(C)(1) of the Breckenridge Town Code. In addition, a notice describing the type and intensity of the use approved in the Development Agreement, the specific parcel or parcels or property affected by the Development Agreement, and stating that a vested property right has been created shall also be published by

the Town Clerk in a newspaper of general circulation in the Town not more than fourteen (14) days after the adoption of this Ordinance. Such notice shall satisfy the requirement of Section 24-68-103, C.R.S.

Section 4. Police Power Finding. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town of Breckenridge and the inhabitants thereof.

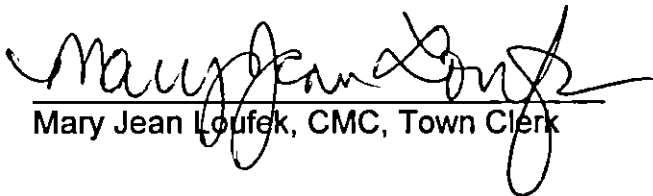
Section 5. Authority. The Town Council hereby finds, determines and declares that it has the power to adopt this Ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Breckenridge Town Charter.

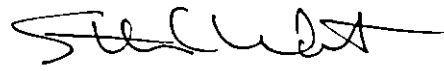
Section 6. Effective Date. This Ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 8th day of June, 1999. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 22nd day of June, 1999, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

ATTEST:

TOWN OF BRECKENRIDGE

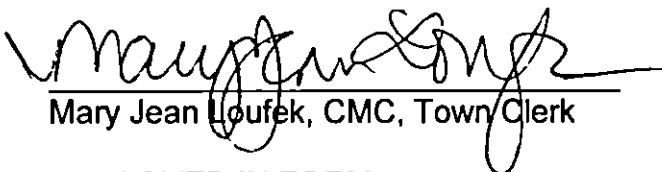

Mary Jean Loufek, CMC, Town Clerk

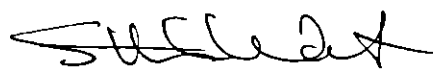

Stephen C. West, Mayor

READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY, this 22ND day of June, 1999.

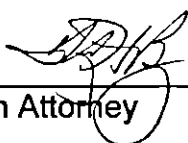
ATTEST:

TOWN OF BRECKENRIDGE


Mary Jean Loufek, CMC, Town Clerk


Stephen C. West, Mayor

APPROVED IN FORM


Town Attorney

6/22/99
Date

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made as of June 23, 1999, between the TOWN OF BRECKENRIDGE, a municipal corporation of the State of Colorado (the "Town") and LINCOLN HIGHLANDS I LIMITED, a Colorado limited liability company, and LINCOLN HIGHLANDS III LIMITED, a Colorado limited liability company (severally as to their respective properties, and together with their respective successors and assigns, "Master Developer"), as Master Developer under and as defined in the Master Plan Agreement, dated March 23, 1984 (the "Master Plan"), between Master Developer (as successors to Delaware Associates, Ltd.) and the Town.

1.1 Recitals. This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

(a) Pursuant to Development Permit No. 1999009 (the "Development Permit"), the Town has approved an Amendment to Master Plan Agreement, amending the Master Plan (the "Master Plan Amendment").

(b) References in this Agreement to provisions of the Town's Development Code refer to such provisions as in effect at the time the application for the Development Permit was initially made, as provided in Section 9-1-24 of the Development Code.

(c) Pursuant to Section 9-1-17-11 and Policy 39 of Section 9-1-19 of the Town's Development Code, the vested property rights period for the Development Permit generally would be three years. As used in this Agreement, the term "vested property rights period" shall have the meaning, purpose and effect afforded such term in the Town's Development Code (including but not limited to Section 9-1-17-11 and Policy 39 of Section 9-1-19).

(d) Paragraph K of Section 9-1-17-11 of the Town's Development Code authorizes the Town Council to enter into an agreement with a landowner or developer to provide for a vested property rights period of more than three years "when warranted in light of all relevant circumstances, including, but not limited to, the size and phasing of the development, economic cycles and market conditions" and to designate an approval other than that described in Section 9-1-17-11 as a site specific development for a specific project.

(e) By this Agreement, the Town and Master Developer intend to enter into such an agreement for the purpose of extending the vested property rights period for the Master Plan Amendment to 25 years from the date of this Agreement.

1.2 Development Agreement Provisions.

(a) The Town acknowledges and agrees that it has determined that circumstances warrant an extension of the vested property rights period for the Master Plan Amendment, particularly given the size and phasing of the development contemplated by the Master Plan Amendment as well as the possible impact of economic cycles and market conditions on such development.


(b) The Town acknowledges and agrees that the Master Plan Amendment constitutes a site specific development plan, or in the alternative that the Town Council, by approving this Agreement, designates the Master Plan Amendment as a site specific development plan.

(c) Pursuant to its authority under Paragraph K of Section 9-1-17-11, the Town Council, on behalf of the Town, agrees that the vested property rights period for the Master Plan Amendment shall be 25 years from the date of this Agreement. Further extension of this vested property rights period may be granted by the Town Council at any time and from time to time upon request of the affected landowner.

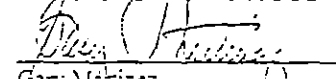
(d) This Agreement shall vest in and inure to the benefit of each Master Developer and its respective successors and assigns, and shall run with title to the Property (as defined in the Master Plan and amended by the Master Plan Amendment).

(e) This Agreement constitutes a vested property right pursuant to Article 63 of Title 24, Colorado Revised Statutes, as amended.

ATTEST:


Mary Jean Loufek
Town Clerk

TOWN OF BRECKENRIDGE


Gary Martinez
Town Manager

MASTER DEVELOPER:

LINCOLN HIGHLANDS I LIMITED,
a Colorado limited partnership

LINCOLN HIGHLANDS III LIMITED,
a Colorado limited partnership

BY: Lincoln North, Inc., a Colorado
corporation and a General Partner

BY: Lincoln North, Inc., a Colorado
corporation and a General Partner

BY: _____
Kenneth M. Adams
President

BY: _____
Kenneth M. Adams
President

BY: Highlands Management Group, Inc.,
a Colorado corporation and
General Partner

BY: Highlands Management Group, Inc.,
a Colorado corporation and
General Partner

BY: _____

BY: _____