

RESOLUTION NO. 14

SERIES 1998

A RESOLUTION CONSENTING TO THE TRANSFER OF NORDIC CENTER--SITE 2B,
CHRISTIE HEIGHTS SUBDIVISION

WHEREAS, by deed dated July 9, 1985 and recorded July 9, 1985 under Reception No. 299673 of the records of the Clerk and Recorder of Summit County, Colorado the following described real property, to wit:

Nordic Center--Site 2B, CHRISTIE HEIGHTS SUBDIVISION according to A Final Plat of Christie Heights Subdivision, Filing No. 1 Amended, recorded on the 9th day of July, 1985, under Reception No. 299671 of the Summit County, Colorado records

was conveyed to the Christie Heights Arts Foundation, a Colorado non-profit corporation, subject, however, to the condition that such property shall be used only for recreational uses associated with Nordic skiing activities or for the promotion and presentation of performing arts, and further subject to the condition that if the said Christie Heights Arts Foundation should ever attempt to transfer all or any portion of its interest in such property without the consent of the Town of Breckenridge then legal title to such property would pass to the Town; and

WHEREAS, the Christie Heights Arts Foundation has been dissolved by the Colorado Secretary of State in accordance with law; and

WHEREAS, it has been made to appear to the Town Council of the Town of Breckenridge that the subject real property is not necessary for use as a location for the promotion and presentation of performing arts; and

WHEREAS, a majority of the last acting Board of Directors of Christie Heights Arts Foundation has expressed a desire to convey the subject property to Christie Heights Partnership, a California general partnership, subject, however, to the condition that such property must continue to be used only for recreational uses associated with Nordic skiing activities and further subject to the condition that if the said Christie Heights Partnership should ever attempt to transfer all or any portion of its interest in such property without the consent of the Town of Breckenridge then legal title to such property would pass to the Town; and

WHEREAS, Christie Heights Partnership has agreed to reimburse the Town of Breckenridge in full for its attorneys' fees and costs incurred in connection with the preparation and publication of this Ordinance; and

WHEREAS, the Town Council of the Town of Breckenridge believes that the transfer of the subject property to Christie Heights Partnership will insure the continued viability of Nordic skiing within the Town and thereby serves a public purpose; and

WHEREAS, the Town Council finds and determines that it is appropriate for it to consent to the transfer of the subject property from Christie Heights Arts Foundation to Christie Heights Partnership as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

Section 1. The Town of Breckenridge hereby consents to the transfer of the following described real property situate in the County of Summit and State of Colorado, to wit:

Nordic Center--Site 2B, CHRISTIE HEIGHTS SUBDIVISION according to A Replat of Christie Heights Subdivision, Filing No. 1 Amended, recorded on the 10th day of June, 1986, under Reception No. 318461 of the Summit County, Colorado records

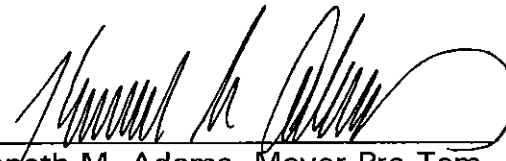
from Christie Heights Arts Foundation, a dissolved Colorado non-profit corporation, to Christie Heights Partnership, a California general partnership, subject, however, to the condition that such property shall be used only for recreational uses associated with Nordic skiing activities, and further providing that in the event such condition is broken title to such property shall immediately be vested in the Town of Breckenridge without the necessity of any further action on the part of the Town, all as more fully set forth in the deed a copy of which is marked Exhibit "A", attached hereto and incorporated herein by reference.

Section 2. Christie Heights Partnership, a California general partnership, shall reimburse the Town for its attorneys' fees and costs incurred in connection with the preparation and publication of this Ordinance.

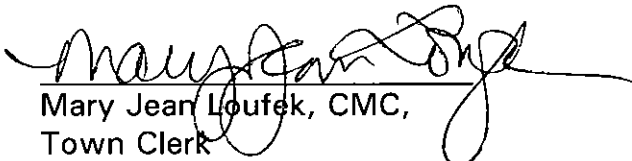
Section 3. This Resolution shall become effective upon its adoption.

RESOLUTION APPROVED AND ADOPTED THIS 10TH DAY OF MARCH, 1998.

TOWN OF BRECKENRIDGE

By 
Kenneth M. Adams, Mayor Pro Tem

ATTEST:


Mary Jean Loufek, CMC,
Town Clerk

APPROVED IN FORM


Town Attorney 3/10/98
date

QUITCLAIM DEED

THIS DEED, made this ____ day of _____, 1998 between Christie Heights Arts Foundation, a dissolved Colorado non-profit corporation, by two of the three members of its last acting board of directors constituting a majority thereof, grantor, and Christie Heights Partnership, a California general partnership, whose legal address is: P.O. Box 2340, Breckenridge, CO 80424, of the County of Summit and State of Colorado, grantee,

WITNESSETH, That the grantor, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and **QUITCLAIMED**, and by these presents does remise, release, sell, convey and **QUITCLAIM** unto the grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with all improvements, if any, situate, lying and being in the County of Summit and State of Colorado, described as follows:

Nordic Center--Site 2B, CHRISTIE HEIGHTS SUBDIVISION according to A Replat of Christie Heights Subdivision, Filing No. 1 Amended, recorded on the 10th day of June, 1986, under Reception No. 318461 of the Summit County, Colorado records

(the "Property")

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges attached thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, its successors and assigns forever.

PROVIDED, HOWEVER, that the Property shall be used only for recreational uses associated with Nordic skiing activities, and

PROVIDED, FURTHER, that, in the event the Property either: is used for purposes other than recreational uses associated with Nordic skiing activities without the prior written consent of the Town of Breckenridge, a Colorado municipal corporation, ("Town") or is transferred by the grantee without the prior written consent of the Town, title to the Property immediately shall be vested in the Town without the necessity of any further action on the part of the Town.

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.

CHRISTIE HEIGHTS ARTS FOUNDATION,
a dissolved Colorado non-profit corporation

By: _____
Stephen C. West, one of its
three last acting directors

By: _____
Timothy J. Casey, one of its
three last acting directors

State of Colorado)ss
County of Summit)

The foregoing was acknowledged before me this ____ day of _____, 1998 by Stephen C. West, one of the three last acting directors of Christie Heights Arts Foundation, a dissolved Colorado non-profit corporation, and Timothy J. Casey, one of the three last acting directors of Christie Heights Arts Foundation, a dissolved Colorado non-profit corporation.

My commission expires: _____
Witness my hand and official seal.

Notary Public