

RESOLUTION NO. 15

SERIES 1998

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY CONCERNING TIGER RUN P.U.D. PARCEL "G"

WHEREAS, the Board of County Commissioners of Summit County ("County") and the Town desire to obtain lands within Summit County to preserve as open space and to promote recreational purposes consistent with the open space character of the real property; and

WHEREAS, the County has recently purchased a 23 acre parcel of real property which is commonly known as Tiger Run P.U.D. Parcel "G", located in Summit County, Colorado ("Parcel G"); and

WHEREAS, the Town has agreed to contribute the total sum of Twenty Five Thousand Dollars (\$25,000.00) to assist the County in its purchase of Parcel G; and

WHEREAS, the County and the Town desire to enter into an agreement providing for the use of Parcel G in exchange for the Town's financial contribution, all as more fully set forth in the "Intergovernmental Agreement - Tiger Run P.U.D. Parcel G", a copy of which is marked Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, governmental entities are authorized by Article XIV of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one another to provide any function, service, or facility lawfully authorized to each of the co-operating or contracting governmental entities; and

WHEREAS, the Town Council has reviewed the proposed Intergovernmental Agreement and finds and determines that it would be in the best interest of the Town to enter into such Agreement.

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

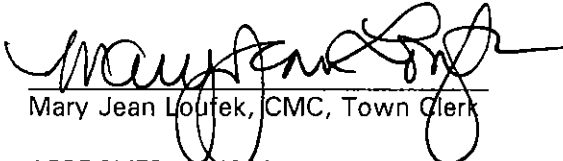
Section 1. The proposed Intergovernmental Agreement with the Board of County Commissioners of Summit County concerning the County's acquisition of Parcel G ("Exhibit "A" hereto) is approved, and the Mayor is hereby authorized, empowered and directed to execute such Agreement for and on behalf of the Town of Breckenridge.

Section 2. This Resolution shall become effective upon its adoption.

RESOLUTION APPROVED AND ADOPTED THIS 24th DAY OF March, 1998.

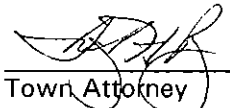
TOWN OF BRECKENRIDGE

ATTEST:


Mary Jean Loufek, CMC, Town Clerk

By 
Stephen C. West, Mayor

APPROVED IN FORM

 3/24/98
Town Attorney date

**INTERGOVERNMENTAL AGREEMENT
TIGER RUN PUD PARCEL G**

THIS AGREEMENT is entered into this ____ day of _____, 1998, by and between the Board of County Commissioners, County of Summit, Colorado ("County") and the Town of Breckenridge, Colorado a duly organized municipal corporation ("Town").

WHEREAS, the County and the Town desire to obtain lands within Summit County to preserve as open space and promote recreational purposes consistent with the open space character of the real property; and

WHEREAS, the County has purchased a 23 acre parcel of real property commonly known as Tiger Run PUD Parcel G ("Property") recorded at Reception No. 550355 in the Office of the Summit County Clerk and Recorder, attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the Town has agreed to contribute twenty-five thousand dollars (\$25,000.00) to assist the County's purchase of the Property; and

WHEREAS, the County and Town desire to enter into an agreement providing for the use of the Property in exchange for the Town's financial contribution.

NOW, THEREFORE, in consideration of the above premises and terms and conditions contained herein, the parties agree as follows:

1. The Town will contribute twenty-five thousand dollars (\$25,000) ("Contribution") to the County to assist it in the purchase and acquisition of the Property. The Contribution is intended to assist the County in the purchase of the Property and does not entitle the Town to any ownership or interest in the Property, except such interest that is described in paragraph 3 below.

2. Said Contribution shall be made within 30 days of the execution of this Agreement.

3. In exchange for the Town's Contribution the County agrees to limit the use of the Property to:

(a) public open space and recreational purposes, including but not limited to: hiking, cross-country skiing, bicycling, snow-shoeing, and fishing access. Such authorized uses shall also include related work which may or may not require the disturbance of the surface of the Property or construction of any structure on the Property, including, for example, the construction or repair of parking areas, trailhead areas, and paved bike paths.

(b) notwithstanding the uses generally listed in paragraph 3(a) above, the Town and the County understand that the Property will require extensive reclamation work, generally including: the seller, Breckenridge Meadows Development Company, L.L.C.'s right to remove 25,000 tons of rock-top by October 17, 1998; the removal of the remaining surface tailings; as well as grading and revegetation of the Property. Therefore, the intended uses shall not limit or restrict the County's work and labor to reclaim the Property or the underground placement and repair of any new or existing underground utilities regardless of whether such work or labor is contradictory to the uses in paragraph 3(a).

4. The County agrees that if it ceases to use the Property for open space or recreational purposes as generally listed in paragraph 3(a) above, and if such default is not cured within thirty (30) days after written notice thereof given by the Town; or if such default shall be of such nature that it cannot be cured completely within such thirty (30) day period, if the County shall not have promptly commenced within such thirty (30) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such defect the County will refund the twenty-five thousand dollar (\$25,000.00) contribution to the Town, together with interest at the legal rate, compounded annually.

5. In the event the County trades or conveys the Property, or any portion thereof, to the United States Forest Service or any other entity that agrees to continue the open space and recreational uses for the Property, or any portion thereof, as generally listed in paragraph 3(a) above, the Town understands that it will not be refunded any portion of the Contribution. If such entity discontinues public open space uses, as generally listed in paragraph 3(a) above, on the Property within twelve months of such transfer of the Property, the County shall refund the Contribution to the Town.

6. In the event the County trades or sells the Property, or any portion thereof, to the United States Forest Service or any other entity, the County will not be limited by any language contained in this Agreement in its use of the real property it receives in the trade.

7. This agreement shall remain in full force and effect at all times that the County owns the Property prior to any conveyance, trade or sale thereof.

8. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

IN WITNESS WHEREFORE, this Agreement is entered into on the day and year first above written.

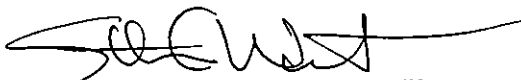
Summit County Board Of County Commissioners Attest:

By: _____
William C. Wallace, Chairman

By: _____
Cheri Brunvand, Summit County Clerk

Town of Breckenridge, Colorado

Attest:

By: 
Stephen C. West, Mayor


By: 
Mary Jean Long, Town Clerk

EXHIBIT A
Legal Description Tiger Run PUD Parcel G

PARCEL G (PROPERTY WEST OF COLORADO STATE HIGHWAY NUMBER 9)

A PARCEL OF LAND BEING A PORTION OF THE SOUTH-WEST ONE-QUARTER OF SECTION 7 AND THE NORTH-WEST ONE-QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, ALL IN RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NUMBER 13 OF THE MUNROE PLACER, U.S. MINERAL SURVEY NUMBER 1150. THENCE BOUNDARY OF SAID PROPERTY FOLLOWS THE FOLLOWING 9 COURSES:

- (1) SOUTH 29 DEGREES 22 MINUTES 04 SECONDS WEST A DISTANCE OF 223.00 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 13 AND CORNER NUMBER 14 OF SAID MUNROE PLACER;
- (2) NORTH 60 DEGREES 37 MINUTES 22 SECONDS WEST A DISTANCE OF 804.82 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 16 AND CORNER NUMBER 17 OF SAID MUNROE PLACER;
- (3) NORTH 29 DEGREES 54 MINUTES 52 SECONDS EAST A DISTANCE OF 436.22 FEET TO CORNER NUMBER 17 OF SAID MUNROE PLACER;
- (4) NORTH 58 DEGREES 50 MINUTES 03 SECONDS EAST A DISTANCE OF 957.63 FEET TO CORNER NUMBER 18 OF SAID MUNROE PLACER;
- (5) NORTH 43 DEGREES 03 MINUTES 33 SECONDS EAST A DISTANCE OF 423.19 FEET TO CORNER NUMBER 19 OF SAID MUNROE PLACER;
- (6) SOUTH 57 DEGREES 49 MINUTES 15 SECONDS EAST A DISTANCE OF 58.19 FEET TO A POINT, SAID POINT BEING ON THE WESTERN RIGHT OF WAY OF COLORADO STATE HIGHWAY NUMBER 9;
- (7) SOUTH 6 DEGREES 15 MINUTES 45 SECONDS WEST A DISTANCE OF 536.42 FEET ALONG SAID RIGHT OF WAY LINE TO THE SOUTH TO A POINT;
- (8) THENCE ALONG SAID RIGHT OF WAY LINE 513.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 5 DEGREES 12 MINUTES 26 SECONDS, A RADIUS OF 5,655.40 FEET AND A CHORD WHICH BEARS SOUTH 8 DEGREES 52 MINUTES 00 SECONDS WEST A DISTANCE OF 513.80 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 12 AND CORNER NUMBER 13 OF SAID MUNROE PLACER;
- (9) SOUTH 53 DEGREES 52 MINUTES 25 SECONDS WEST A DISTANCE OF 528.34 FEET TO CORNER NUMBER 13 OF SAID MUNROE PLACER, BEING THE POINT OF BEGINNING CONTAINING 23.416 ACRES MORE OR LESS.