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**CARETAKER UNIT AGREEMENT  
(Muggins Gulch)**

This Caretaker Unit Agreement (Muggins Gulch) (herein the "Agreement") is made this 9<sup>th</sup> day of May, 2014 by and between BLUE SKY RANCH, LLC, a Florida limited liability company (herein the "Owner") and the BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO (herein the "County"),

WHEREAS, Owner is the owner of all of the property (herein the "Property") described, delineated and depicted on the Plat of Muggins Gulch recorded on the 16<sup>th</sup> day of May, 2014 at Reception No. 1055079 in the office of the Summit County, Colorado Clerk and Recorder (herein the "Plat");

WHEREAS, Owner requested approval of the Plat, and the County approved the Plat subject to certain terms and conditions as set forth in Resolution 2009-09 recorded on the 16<sup>th</sup> day of May, 2014 at Reception No. 1055078 in the office of the Summit County, Colorado Clerk and Recorder (herein the "Resolution"); and

WHEREAS, Condition 8 of the Resolution provides for the construction and timing of a Caretaker Unit; and

WHEREAS, Condition 8 of the Resolution requires that the Owner enter into this Agreement and cause it to be recorded such that it will be binding upon Owner and all subsequent owners and successors in interest thereof.

NOW, THEREFORE, in consideration of the approval of the Plat, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner, the County and Owner agree as follows:

A. Completion of Caretaker Unit. A required element of the project is the construction of a caretaker/employee unit to be constructed within the Caretaker UDE identified on the Plat (herein the "Caretaker Unit"). Per Condition 8 of the Resolution, the Owner shall apply for approval to construct the Caretaker Unit, construct the same, and record such covenant as is required by Summit County for a caretaker unit, with the inclusion of the additional restriction in the language of said covenant that at least one individual occupying the unit will work in Summit County at least an average of thirty (30) hours per week ("the Covenant").

Should the Caretaker Unit not be completed and the Covenant restricting its use not be recorded by the time a deed transferring title to the seventh of the nine Lots created by the Plat is recorded, security sufficient to insure completion of the Caretaker Unit and the recording of the Covenant shall be provided to the County prior to any transfer of title to the two lots that then remain in Owner's name.

B. Attempted Transfer of Remaining Two Lots. If, after deeds transferring title to seven of the lots have been recorded, Owner transfers or attempts to transfer either of the remaining two lots prior to either the completion of the Caretaker Unit and the recording of the Covenant or the deposit with the County of security sufficient to insure completion of the

Caretaker Unit and recording of the Covenant, such a transfer or attempted transfer shall be deemed to be void and may be set aside by the County.

C. Default; Notice. In the event the County determines that Owner is in default hereunder, the County shall notify the Owner and any Mortgagee (as hereafter defined), of such default in writing. Within thirty (30) days following receipt of such notice the Owner shall correct such default, or in the event of a default not capable of being corrected within thirty (30) days, the Owner shall contact the County staff and shall develop a timetable agreeable to the staff to correct the default and thereafter correct the default with due diligence. A Mortgagee shall have the right (but shall not be required) to cure any default hereunder within the applicable cure period as provided above. If Owner fails or refuses to correct any default as provided above, and if the default is not cured by a Mortgagee within the applicable cure period, the County may enforce this Agreement as hereafter provided. As used in this paragraph, the term "Mortgagee" shall mean the beneficiary of any recorded deed of trust encumbering the last two Lots remaining in the name of Owner.

D. Equitable Relief. Owner agrees that in the event of Owner's default under or non-compliance with the terms of this Agreement, the County shall have the right of specific performance of this Agreement and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance or to prevent or set aside the transfer of either or both of the two Lots remaining in the name of Owner. Any equitable relief provided for in this paragraph may be sought singly or in combination with such legal remedies as the County may be entitled to, either pursuant to the provisions of this Agreement or under the laws of the State of Colorado.

E. County Authority to Enforce. The restrictions, covenants and limitations created herein are for the benefit of the County which is given the sole power to enforce this Agreement in the manner herein provided.

F. Enforcement in District Court. In addition to such other methods of enforcement as may be available to the County, in the event of Owner's default hereunder, which default is not cured as provided in the paragraphs above, the County may enforce this Agreement by bringing an appropriate action in the Summit County, Colorado District Court.

G. Code Enforcement Authority. The parties hereto expressly acknowledge that neither the execution of this Agreement, nor the exercise of any rights or enforcement authority provided for herein, shall in any manner abrogate from the right of the County to enforce any applicable provision of state or local law or regulation, including without limitation any Code enforcement action in accordance with C.R.S. Sections 30-28-124 & 30-28-124.5.

H. No Waiver/Latches. The failure of either party hereto to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof. No such action or inaction shall serve as the basis for any claim of waiver or latches by either party.

I. Modification of Agreement. The restrictions, covenants and limitations created herein may be modified or amended with the written consent of both the Owner and the County. No such modification or amendment shall be effective until the proper written instrument shall be executed by duly authorized representatives of the parties hereto and recorded in the office of the Clerk and Recorder of Summit County, Colorado.

J. Statute of Limitations. Owner hereby waives the benefit of, and agrees not to assert in any action brought by the County to enforce the terms of this Agreement, any applicable statute of limitation which might otherwise operate to bar the ability of the County to enforce this Agreement, including but not limited to, the provisions of Section 38-41-119, C.R.S. In the event that any statute of limitations may lawfully be asserted by the Owner in connection with an action brought by the County to enforce the terms of this Agreement, it is agreed between the Owner and the County that each and every day during which any violation of this Agreement occurs shall constitute a separate breach of this Agreement for the purposes of determining the commencement of the applicable statute of limitations period.

K. No Conflicting Agreement. Owner covenants, represents and warrants to the County that the execution and delivery of this Agreement to the County will not violate any agreement now existing with respect to the Lots. Owner shall not execute any other agreement with provisions conflicting with those contained in this Agreement which is paramount and controlling as to the rights, obligations and limitations herein set forth and shall supersede any other agreement with provisions in conflict herewith.

L. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter of this Agreement, and supersedes any prior agreement or understanding relating thereto.

M. Severability. In case one or more of the provisions contained in this Agreement 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 Agreement and the application thereof shall not in any way be affected or impaired thereby.

N. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees and costs, including expert witness fees, incurred in the prosecution or defense of such action.

O. Notices. Except as otherwise provided, all notices provided for or required under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given when actually received or two (2) days after mailed, postage prepaid, certified, return receipt requested, addressed to the parties hereto at their addresses appearing on the signature pages. Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications.

P. Jurisdiction and Venue. The laws of the State of Colorado shall govern the interpretation and performance of this Agreement. Venue shall only be proper in Summit County, Colorado.

Q. Recording and Filing; Covenant Running With The Land.

1. This Agreement shall be placed of record in the real property records of Summit County Colorado, and, except as otherwise provided herein, the benefits and burdens contained herein shall run with the land and shall bind and inure to, the Owner and its successors and assigns, and specifically to all subsequent owners of the Property or portions thereof or interests therein; as well as to the County, its successors and assigns.

2. The Owner hereby agrees that any and all requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this Agreement to constitute a restrictive covenant running with the land shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that these restrictions run with the land. During the term of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Lots, or portion thereof, shall expressly provide that such conveyance is subject to this Agreement; provided, however, that this Agreement shall serve as record notice to all such subsequent owners under Colorado law, and the covenants contained herein shall survive and be effective as to successors and/or assigns of all or any portion of the open space, regardless of whether such contract, deed or other instrument hereafter executed conveying the open space, or portion thereof, provides that such conveyance is subject to this Agreement.

R. Owner's Covenant of Title and Authority. Owner covenants, represents and warrants to the County that Owner has good and marketable title to the open space, and full and complete legal authority to execute and deliver this Agreement to the County; subject only to taxes for 2014 and subsequent years.

S. Vesting and Term. Owner and the County agree that the County's rights and interests under this Agreement are vested immediately and that this Agreement and any amendments hereto, shall be binding and in full force and effect in perpetuity, unless terminated as herein provided.

T. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

U. Terminology. Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

V. No Benefit to Third Parties. This Agreement 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 any of the parties hereto because of any breach hereof, or

because of any terms, covenants, agreements or conditions contained herein. Other than as specified herein, this Agreement is not intended to impose any legal or other responsibility on the Parties.

W. Governmental Immunity. The County does not intend to waive, by any provision of this Agreement, 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., as amended from time to time.

X. Interpretation. Each party hereto acknowledges that it has reviewed this Agreement and participated in its preparation and understands the provisions of this Agreement. Accordingly, this Agreement and any ambiguous language contained herein shall not be construed against either party for having prepared it.

Y. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the parties, and their respective heirs, successors, assigns, legal representatives, and personal representatives, and all subsequent owners of the open space, or any interests therein, during the term of this Agreement as herein provided.

Z. Termination. The validity and all effect and operation of this Agreement shall terminate upon the occurrence of any of the following: (i) completion of the Caretaker Unit and recordation of the Covenant; (ii) deposit with the County of security sufficient to insure both completion of the Caretaker Unit and recording of the Covenant; or (iii) by mutual agreement of the Owner and County.

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

[SEPARATE SIGNATURE PAGES TO FOLLOW]

BLUE SKY RANCH, LLC  
a Florida limited liability company

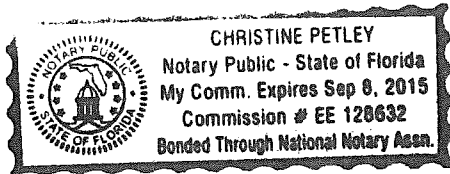
By: Rookis Development Company,  
a Florida corporation, its Manager

By: [Signature]  
Richard J. Rookis, President

Address:  
154 N. Ryan Street  
Santa Rosa Beach, FL 32459

STATE OF FLORIDA     )  
  )  
COUNTY OF WALTON    )

The foregoing was acknowledged before me this 9<sup>th</sup> day of MAY, 2014, by Richard J. Rookis as President of Rookis Development Company, a Florida corporation, Manager of Blue Sky Ranch, LLC, a Florida limited liability company, who personally appeared before me and  is personally known to me or  produced [Signature] as identification.



(Seal)

[Signature]  
(Notary Public (sign above))  
Print Name: CHRISTINE PETLEY  
Notary Public, State of Florida  
My Commission Expires: SEPT 08, 2015

SUMMIT COUNTY, COLORADO

ATTEST:

Kathleen Neel  
Kathleen Neel, Clerk and Recorder

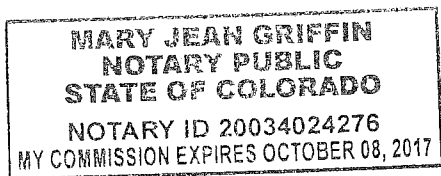
By: K. Stiegelmeier  
Karn Stiegelmeier, Chairman  
Board of County Commissioners

Address:  
P.O. Box 68  
Breckenridge, CO 80424

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this 13 day of May, 2014 by Karn Stiegelmeier, as Chairman of the Board of County Commissioners of Summit County, Colorado and Kathleen Neel as Clerk and Recorder of Summit County, Colorado.

WITNESS my hand and official seal.  
My commission expires: 10-8-2017



Mary Jean Griffin  
Notary Public

Approved as  
to form  
ICATT  
Legal