

Clerk and Recorder: Please index in real property transfer records with Routt County, Colorado, a body corporate and politic, as Grantee and Steamboat Alpine Development, LLC as Grantor. Affects title to: Property described in Recital A, below.

**ALPINE MOUNTAIN RANCH
LAND PRESERVATION SUBDIVISION EXEMPTION
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") dated as of December 19, 2006, is between ALPINE MOUNTAIN RANCH AT STEAMBOAT SPRINGS, LLLP, a Colorado limited liability limited partnership ("Landowner") and ROUTT COUNTY, COLORADO ("County"), acting by and through its Board of County Commissioners.

RECITALS

A. Landowner submitted an application (the "Application") under Section 11.3 of the Routt County Subdivision Regulations for a Land Preservation Subdivision Exemption (the "LPS Regulations") with respect to an approximately 1216 acre parcel located in portions of Sections 26, 34 and 35, Township 6 North, Range 84 West and Sections 2 and 3, Township 5 North, Range 84 West, of the 6th PM, Routt County Colorado, more particularly described on Exhibit A attached hereto (the "Land").

B. All capitalized terms used in this Agreement not otherwise defined herein shall have the definitions assigned to those terms in the Routt County Zoning Resolution and Routt County Subdivision Regulations, as currently in effect.

C. The Application requested approval of the subdivision of the Land into forty-three (43) Buildable Lots, twenty (20) Contingent Lots, and one (1) Remainder Parcel. The proposed Land Preservation Subdivision Exemption (the "LPS") will be identified as "Alpine Mountain Ranch Land Preservation Subdivision Exemption."

D. The Board granted approval of the LPS subject to certain conditions, including the condition that, pursuant to the Routt County Subdivision Regulations, the Landowner enter into a Development Agreement setting forth certain restrictions on the use and development of the Land which were established during the review of the Application or which are required by the Routt County Subdivision Regulations.

E. Landowner and County intend this Agreement to be the Development Agreement required as a condition of the approval of the LPS.


F. The term "Plat" shall mean the Plat recorded at Reception No. 650154, File No. 136886 of the Routt County records, any supplemental plat containing the Contingent Lots; the term "Wildlife Mitigation Plan" shall mean the plan recorded at Reception No. 650167 of the Routt County records; the term "SIA" shall mean the Subdivision Improvements Agreement recorded at Reception No. 650170 of the Routt County records; and the term "Covenants" means the Declaration of Covenants, Conditions, Restrictions and Easements for Alpine Mountain Ranch recorded at Reception No. 650155.

TERMS AND CONDITIONS

1.a) Alpine Mountain Ranch Land Preservation Subdivision Exemption contains forty-three (43) Buildable Lots, twenty (20) Contingent Lots, and one Remainder Parcel designated as set forth below with the following approximate acreages:

APPROVED AS TO FORM

ROUTT COUNTY ATTORNEY'S OFFICE

Date: 12/20/06 By: 

FINAL 12/14/06

BUILDABLE LOTS:

Lot No.	Acres	Lot No.	Acres
1	5.03	23	5.02
2	5.00	24	5.01
3	5.02	25	5.00
4	5.02	26	5.04
5	5.02	27	5.01
6	5.02	28	5.00
7	5.00	29	5.00
8	5.01	30	5.00
9	5.01	31	5.04
10	5.00	32	5.02
11	5.04	33	5.00
12	5.01	34	5.00
13	5.00	35	5.01
14	5.00	36	5.03
15	5.00	37	5.01
16	5.05	38	5.01
17	5.03	39	5.03
18	5.01	40	5.02
19	5.00	41	5.03
20	5.01	42	5.00
21	5.00	43	5.00
22	5.02		

CONTINGENT LOTS

Lot No.	Acres	Lot No.	Acres
CL44	5.01	CL54	5.02
CL45	5.01	CL55	5.00
CL46	5.03	CL56	5.00
CL47	5.03	CL57	5.03
CL48	5.01	CL58	5.02
CL49	5.00	CL59	5.01
CL50	5.00	CL60	5.00
CL51	5.00	CL61	5.02
CL52	5.01	CL62	5.00
CL53	5.00	CL63	5.00

REMAINDER PARCEL

1000.46 acres, more or less

b) Landowner shall have the right to submit to the County for consideration an application to amend the Plat and this Development Agreement to convert Contingent Lots in the LPS to Buildable Lots in accordance with the applicable provisions of the currently adopted version of the Routt County Subdivision Regulations. Until such time as the application to amend the Plat and this Development Agreement is approved and an amended Plat and Development Agreement are recorded in the records of the Routt County Clerk and Recorder, the Contingent Lots shall be considered a part of the Remainder Parcel, are not conveyable separate from all of the Remainder Parcel, and are not approved Buildable Lots.

2. The Buildable Lots, Building Envelopes, Remainder Parcel and Contingent Lots are identified on the Plat. The Plat and all terms and conditions thereof are incorporated herein by this reference. The Land, Buildable Lots, Remainder Parcels and Contingent Lots shall not be further subdivided, except as otherwise herein provided or allowed by applicable law.

- a. All buildings shall be located within the designated Building Envelopes shown on the Buildable Lots and Remainder Parcel. Any amendment to building envelopes will require approval of an amendment in accordance with the Routt County Subdivision Regulations for Land Preservation Exemptions.
- b. No more than one Primary Dwelling Unit and one Secondary Dwelling Unit shall be located on any Buildable Lot.
- c. Accessory or other Structures may be permitted in accordance with the Routt County Zoning Resolution.
- d. The Dwelling Units located on Lots 34, 35, 36, 37 and 38 shall not exceed 28 feet in height, shall be finished in muted earth tone colors as specifically described in the Covenants, and plans for such Lots shall include a minimum of eight (8) coniferous trees at least six (6) feet in height that shall be planted prior to final inspections being conducted by the Routt County Regional Building Department. For purposes of the building height limitation under this paragraph, building height shall be the maximum distance, measured vertically plumb, from the finished or natural grade (whichever is more restrictive) to the highest point of the roof, directly above that point of grade. Antennae (except those exempted from federal regulations), chimneys, flues, vents and similar unoccupied appurtenances shall not extend over five (5) feet above the maximum height limit.
- e. The Routt County Planning Commission has approved Conditional Use Permit No. PP2006-016 for the construction of certain improvements and facilities to be constructed on the Remainder Parcel (as amended from time to time, the "CUP").

Except for uses, facilities or improvements authorized by right, any amendment or modifications to the buildings or related facilities pursuant to the CUP shall comply with applicable regulations at the time of such amendment or modification and may require an administrative use permit, conditional use permit, or special use permit from Routt County and/or permits from other oversight agents prior to the authorization of any building permit approval or construction and use of the facilities. Building envelopes within the Remainder Parcel may be relocated or added as authorized by the LPS regulations pursuant to amendments or modifications to the CUP.
- f. The total number of Secondary Dwelling Units located within the Buildable Lots shall not exceed 43. No more than one Primary and one Secondary Dwelling Unit shall be located on any Buildable Lot. No Secondary Dwelling Unit shall be constructed on any Contingent Lot in accordance with the provisions of the CUP.
- g. No buildings shall be located on slopes greater than 30%.
- h. No Dwelling Unit shall be permitted to be constructed on the Remainder Parcel and no structure on the Remainder Parcel shall be permitted to be used as a Dwelling Unit except those approved pursuant to paragraph 2.e above.
- i. All facilities used for the feeding or housing of livestock shall be located within the Remainder Parcel. All feed storage shall be protected from wildlife in wildlife-resistant enclosures. The keeping of livestock and all domestic predators shall be controlled appropriately in compliance with the Wildlife Mitigation Plan.
- j. The Remainder Parcel Building Envelopes may be used for the following types of buildings:
 - i. Agricultural Buildings including all facilities used for the feeding or housing of livestock appurtenant to the development and the pond.
 - ii. Others as approved by CUP.

3.
 - a. The Landowner shall prevent the spread of weeds to surrounding lands, and comply with the Colorado Noxious Weed Act and Routt County noxious weed management plan.
 - b. All lighting shall be downcast and opaquely shielded. No general floodlighting of buildings shall be allowed.
 - c. Lot owners shall comply with the requirements and guidelines of the Colorado State Forest Service and other applicable agencies in regard to wildland fire mitigation measures.
 - d. Revegetation of areas exposed by site grading or road cuts shall be completed within one growing season with a native seed mixture.
 - e. All domestic predators shall be controlled appropriately and in accordance with the Wildlife Mitigation Plan.
 - f. Trails reserved on the Plat shall be limited to non-motorized usage except for emergency use or maintenance purposes, and are subject to seasonal closures as stated in the Wildlife Mitigation Plan.
 - g. No fencing shall be allowed outside of designated Building Envelopes unless required on the Remainder Parcel and only in accordance with the Wildlife Mitigation Plan.
 - h. The Landowner shall provide initial Buildable Lot owners with a copy of the "Guide to Small Scale Agriculture & Rural Living" at real estate closing.
 - i. Prior to the construction and operation of any central water system for the development, approval of such water system shall be obtained in accordance with the applicable provisions of the Routt County Zoning Resolution.
 - j. Landowner shall construct roads and other infrastructure and improvements necessary to serve the Buildable Lots and the Remainder Parcel, pursuant to the SIA.

4. In the event of a breach or threatened breach of this Agreement, Landowner agrees (1) immediate irreparable injury will result from any breach, (2) such injury can be prevented by injunctive relief, (3) the County lacks a plain, speedy and adequate remedy at law, (4) money damages are inadequate to remedy the injury or threatened injury, and (5) injunctive relief preserving the status quo will not disserve the public interest. Landowner further agrees that the County shall be entitled to injunctive relief to prevent the breach or threatened breach of this Agreement, and the County shall be so entitled without a showing that it would be entitled to an order or judgment requiring specific performance of the terms of this Agreement. In addition, the County shall be entitled to enforce the provisions of its Zoning Resolution and Subdivision Regulations either by civil action or criminal process and to recover such fines, assessments and penalties as provided in such regulations and resolutions or by Colorado law.

5. In the event either the Landowner, his heirs, successors, or assigns, or the County brings suit to enforce or interpret any portion of this Agreement, the substantially prevailing party in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney fees.

6. This Agreement shall run with the Land and shall be a perpetual burden on the Land as provided herein and on the Plat. This Agreement shall be enforceable only by the County, Landowner, the owners of the Land, or a homeowners association established for the representation of the owners of the Land. This Agreement shall not be enforceable by any third party.

7. This Agreement is to be recorded in the records of the Office of the Clerk and Recorder of Routt County, Colorado.

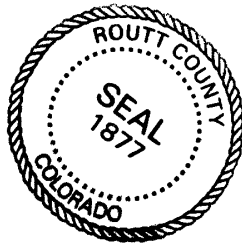
8. This Agreement is intended to create a conservation easement in gross as described in C.R.S. Section 38-30.5-102 protecting open space and agricultural lands and shall be interpreted in accordance with the rules set forth in Article 30.5 of Title 38 of the Colorado Revised Statutes.

9. This Agreement shall be enforceable in perpetuity and may be amended only in accordance with the applicable provisions of the currently adopted version of the Routt County Subdivision Regulations.

10. The rights of County pursuant to this Agreement shall be automatically transferred to any successor governmental entity with authority to regulate the subdivision or zoning of the Land.

11. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. Landowner agrees that venue for any action on this Agreement shall be in the Colorado judicial district in which Routt County, Colorado is located at the time of such action.

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BOARD OF COUNTY COMMISSIONERS
ROUTT COUNTY, COLORADO


By: 

By: Douglas B. Monger, Chairman

ATTEST:



Kay Weinland
Routt County Clerk


by: Ira Dry

My commission expires: _____

CONSENT AND SUBORDINATION BY DEED OF TRUST BENEFICIARY

The undersigned, U.S. Bank National Association, as Beneficiary under that certain Deed of Trust recorded April 15, 2005 at Reception No. 617226 of the real property records of Routt County (the "Deed of Trust") encumbering the property subject to the foregoing Development Agreement hereby approves and consents to the foregoing Development Agreement and each and every provision thereof, and for good and valuable consideration, the receipt of which is acknowledged, hereby agrees that any and all of its rights and interests under the Deed of Trust shall be and are hereby declared to be junior and subordinate to the provisions of the Development Agreement.

U.S. BANK NATIONAL ASSOCIATION

By: Mary Beth Martin
Name: Mary Beth Martin
Title: Senior Vice President

STATE OF OHIO
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 18th day of Dec, 2006, by Mary Beth Martin as SVP of U.S. BANK NATIONAL ASSOCIATION.
WITNESS my hand and seal.

Jeffrey K. Kushi
Notary Public
My commission expires: _____



JEFFREY K. KUSHI, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 R.C.

