



## ROOSEVELT RIDGE OFFSITE IMPROVEMENT AGREEMENT

THIS OFFSITE IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 6th day of December, 2005, by and between **LONE PINE REAL ESTATE LLC** (Owner) and the **COUNTY OF GILPIN, STATE OF COLORADO** by and through its Board of County Commissioners, 201 Eureka Street, Central City, Colorado 80427 ("County").

### RECITALS

A. Owner is the owner of approximately 551 acres of property situate in the County of Gilpin, State of Colorado, more particularly described in Exhibit A, and depicted on Exhibit B, attached hereto and incorporated herein (the "Property").

B. Owner gained approval of Roosevelt Ridge Rural Development Exemption for phase one of the Property pursuant to Section 13.3 of the Gilpin County Zoning Resolution. Owner intends to apply for a similar Rural Development Exemption for phase two of the Property.

C. The Rural Development Exemption (the "RDE") for the Property was approved conditioned upon certain offsite road improvements.

D. Said offsite road improvements shall be guaranteed via this agreement.

**NOW, THEREFORE**, in consideration of the above Recitals, the Owner and County agree as follows:

1. Offsite Road Improvements. Owner, at his sole expense, shall improve access to Roosevelt Ridge from SH 119 over portions of Gold Road, Quartz Road and Feldspar Road as shown in Exhibit C ("Offsite Improvements"). Said Offsite Improvements shall be according to specifications as shown in Exhibit D.

2. Completion Date. Owner shall complete construction of and have all Offsite Improvements certified by the County Building Official on or before December 31, 2006 ("Completion Date").

3. Bonding. Contemporaneous with execution of this agreement, a performance bond in the amount of 110% of the estimated cost of the Offsite Improvements at time of permitting shall guarantee performance and payment. Said bond shall be in a form, and issued by a surety, acceptable to County.

4. Withholding of Building Permits. No building permits shall be issued for building on the Property after the Completion Date unless the Offsite Improvements are

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completed and certified by the County Building Official by the Completion Date. This provision shall in no way restrict the ability of individual owners of lots on the Property to obtain building permits prior to the Completion Date.

5. Phase 2 Plat Approval. If the Offsite Improvements are not completed and certified by the County Building Official by the Completion Date and the Phase 2 Final Plat has not yet been approved and signed by the County, the County may withhold approval of the Phase 2 Final Plat until such time as all Offsite Improvements are completed and certified.

6. Inurement/Recordation. This Agreement shall be binding upon the heirs, successors and assigns of the parties and shall be placed of record in the office of the Gilpin County Clerk and Recorder and shall be deemed a covenant running with the Property.

7. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein.

8. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Colorado. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

9. Joint and Several Obligations. If at any time during the term of this Agreement any part of the Property is jointly owned, in whole or in part, by more than one Owner, all obligations of such Owners under this Agreement as to that portion of the Property jointly owned shall be joint and several, and the default of any such Owner shall be the default of all such Owners. The foregoing notwithstanding, no Owner of a single lot which has been finally subdivided and sold to such Owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided herein.

10. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.



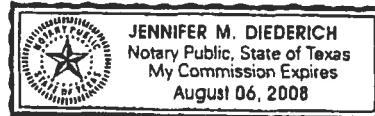
12. Exhibits. The following exhibits are attached to and a material part of this Agreement:

- Exhibit A – Legal Description of the Property;
- Exhibit B – Map of the Property;
- Exhibit C – Map of Offsite Access Roads Subject to Improvements;
- Exhibit D – Access Improvement Specifications.

**LONE PINE REAL ESTATE, LLC**  
a Colorado limited liability company

  
\_\_\_\_\_  
Scott Schorer, Manager

STATE OF Texas )  
 ) ss.  
COUNTY OF Collin )



The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of Nov., 2005, by Scott Schorer as Manager of Lone Pine Real Estate, LLC, a Colorado limited liability company.

My commission expires: Aug. 06, 2008


  
\_\_\_\_\_  
Notary Public





EXHIBIT A

Legal Description

A PARCEL OF LAND SITUATED IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 72 WEST OF THE 6TH P.M., IN THE COUNTY OF GILPIN IN THE STATE OF COLORADO, TO WIT:

GOVERNMENT LOTS 4, 7, 9, 10, 11, 12;

THE EAST HALF NORTHWEST QUARTER (E1/2 NW 1/4);

THE SOUTHEAST QUARTER SOUTHWEST QUARTER (SE1/4 SW1/4);

THE NORTHWEST QUARTER SOUTHEAST QUARTER (NW1/4 SE1/4);

THE SOUTH HALF SOUTHEAST QUARTER (S1/2 SE1/4); AND

THE NORTHEAST QUARTER (NE1/4) EXCEPT THAT PORTION CONVEYED TO COUNTY BY DEED RECORDED APRIL 18, 1994 IN BOOK 287 AT PAGE 405 AND 513 AT PAGE 240; AND GOVERNMENT LOT 8, SECTION 18, TOWNSHIP 2 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF GILPIN, STATE OF COLORADO.

ALL IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF GILPIN, STATE OF COLORADO, TOGETHER WITH AND INCLUDING A PORTION OF THE ABOVE DESCRIBED LAND WHICH IS KNOWN AND DESCRIBED AS LOTS 1-17 AND PARCELS A AND B, ROOSEVELT RIDGE EXEMPTION PLAT, IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 72 WEST OF THE 6TH P.M., RECORDED AUGUST 30, 2005, RECEPTION NO. 127234, COUNTY OF GILPIN, STATE OF COLORADO.

EXCEPTING THEREFROM THE LUMP GULCH PLACER, U.S. SURVEY NO. 12825,

THE CALIFORNIA LODE #2 U.S. SURVEY NO. 16390, THE CALIFORNIA LODE

U.S. SURVEY NO. 783 AND THE IRON CROSS LODE, U.S. SURVEY NO. 5977.



Exhibit B

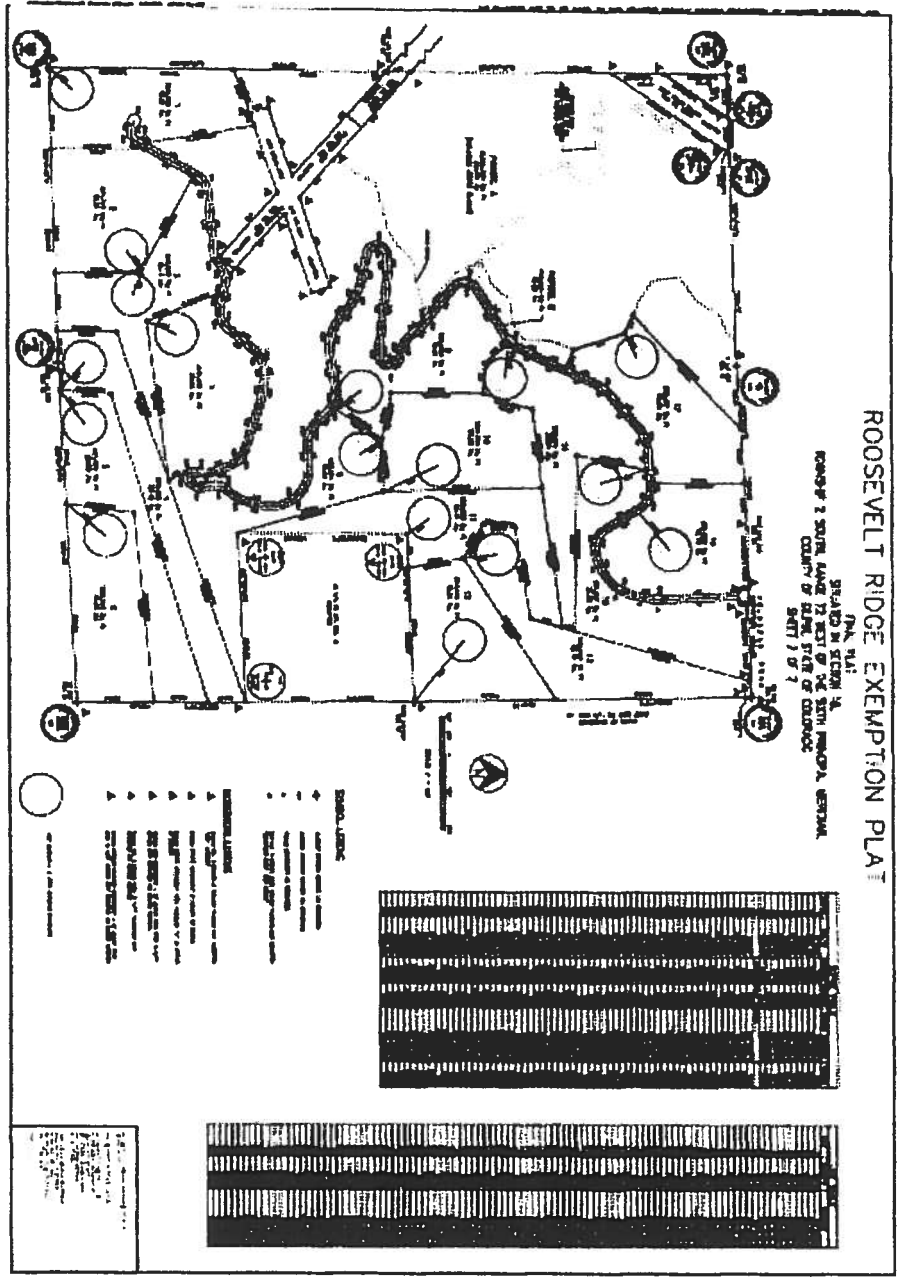
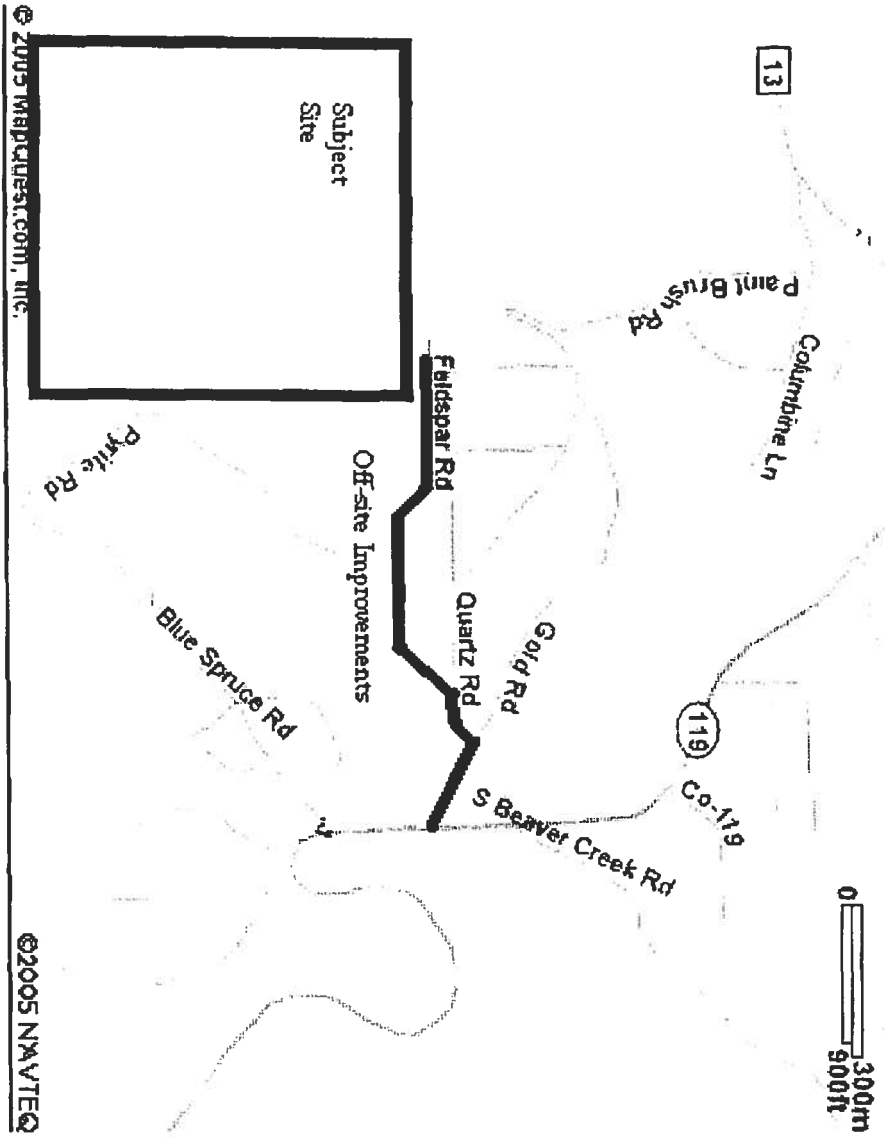




Exhibit C

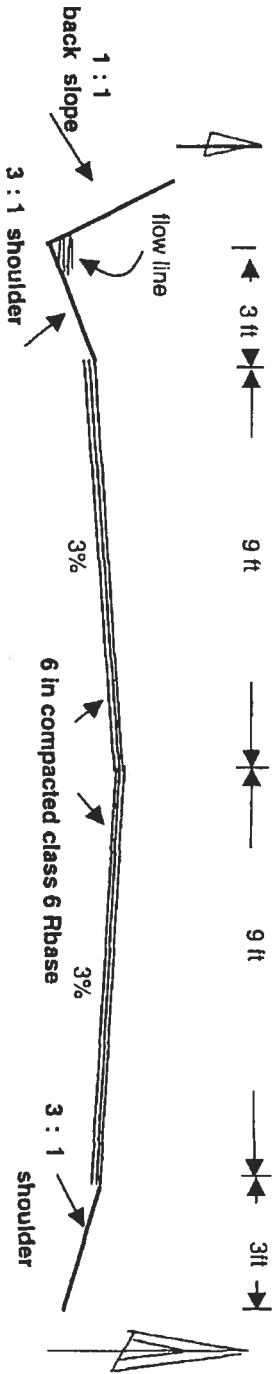


**Exhibit D**

**Off-site Access Improvements**

**Gilpin County Road and Bridge Department  
Road Construction Specifications**

**30 foot ROW**



- 9 foot travel lanes
- 3 : 1 shoulders
- 1 : 1 back slopes min. 2 : 1 best if unstable
- 6" compacted class 6 Road Base

8 % max grades  
one ditch. Avoid secondary ditches at all cost.  
no trees on shoulders



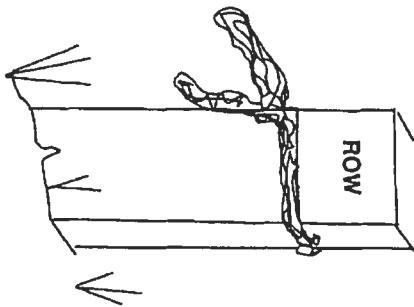


Notes:

- 1 Residents must be notified. Recommend sign at entrance, and mailing letter of intentions.
- 2 ROW must be established by licensed land surveyor. And staked on the ground with 36 inch wooden lathe as shown

if stake is not at property corner,

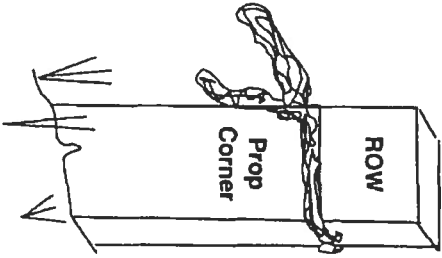
ROW at top with red flagging



if stake is at property corner,

ROW at top with red flagging

and "Prop Corner" below red flag



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JESSICA LOVINGER GILPIN COUNTY CO  
Receipt #1644 Page 9 of 18  
023 AGREEMENT TotalFee:0.00 DocFee:0.00





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- 3 Contractor responsible for all utility locates and cost of cutting shall they be damaged.
- 4 Drive way culverts shall be 18 inch minimum diameter and 26 feet to 30 feet in length. Recommend all 30 foot lengths be used.  
No spiral culverts shall be used.  
Cross culverts shall be 18 inch minimum diameter and reinforced concrete construction with flared inlets and outlets. Hay/straw bales placed within 4 feet of inlet but no closer than 2 feet and staked securely into ground
- 5 Grades < or = to 4%, culvert interval 350 feet maximum.  
Grades > than 4%, culvert interval 250 feet maximum.
- 6 Pitch of culverts, a.k.a "fall" cmp's min 2% max 4%  
rcp's 1 and 1/2 % max 4 %
- 7 All culverts to have rip rap catch basins, rock around inlet and under outlets.
- 8 Minimum fill over all culverts 9 inches compacted or rule-of-thumb 1/2 diameter.
- 9 Cut slopes are to stabilized and seeded if conditions permit.
- 10 Traffic Plan to be approved by County Engineer and Road and Bridge Director
- 11 All road and bridge designs must be approved by Road and Bridge Director.