

Snowfell Cabins **Planned Unit Development Agreement**

This Planned Unit Development Agreement (“Agreement”) is made between Andrew Richmond and Lauren Echevarria a/k/a Lauren Richmond (“Richmond”), the Lindrose Living Trust dated April 18, 2012 (“Lindrose”) (Richmond and Lindrose are collectively referred to as “Owners”) and the Town of Frisco (“Town”). The effective date of this Agreement shall be the date it is fully executed by Owners and Town.

Recitals

A. Richmond owns the real property described as Lots 23 and 24 Block 34, Town of Frisco, Summit County, Colorado (“Richmond Property”).

B. Lindrose owns the real property described as Lots 13, 14, and part of 15, Block 33, Town of Frisco, Summit County, Colorado (“Lindrose Property”).

C. The Town has agreed to vacate the 6th Avenue Right-of-Way between Pitkin Street and the alley to the north to the Owners according to Resolution _____. All real property described in Recitals A, B, and C is collectively referred to as the “Property” unless distinguished as Richmond or Lindrose Property.

D. The Owners and Town agree to subdivide the Property pursuant to Frisco Town Code (“Code”) section 180-2.6.3 for minor subdivisions.

E. The Owners and Town agree to create a planned unit development (“PUD”) for the Property pursuant to section 180-2.4.2 of the Code.

F. The objective of the Owners and Town in this Agreement is to create a development that preserves the local character of the Town of Frisco while creating local housing and preserving the views and natural vegetation of the area.

WHEREFORE, the Owners and Town agree:

1. Overlay Zone. The PUD created by this Agreement is an overlay zoning district. Where this Agreement does not address a specific development standard or requirement of the Code, the provisions of the Code shall apply. Where the Agreement addresses a specific development standard or requirement, the provisions of this Agreement shall supersede such specific provisions of the Code.

2. Lot Size. The Property shall be subdivided into four (4) lots known as the Snowfell Cabins Planned Unit Development. The lots are specifically described on the Snowfell Cabins PUD Map, attached to this Agreement as Exhibit A. The lots shall be the following sizes:

Lot 1 is 3,500 square feet.

Lot 2 is 3,500 square feet.
Lot 3 is 8,120 square feet.
Lot 4 is 11,518 square feet

Lot 4 may subdivide its Primary Resident unit from the main residence on the Lindrose Property as described in paragraph 4 of this Agreement. In that instance, the newly created lot with the Primary Resident unit may have a size ranging from 1,000 square feet to 5,000 square feet, and Lot 4 may have a lot size ranging from 6,518 square feet to 10,518 square feet.

3. Density. The maximum density for Lots 1, 2 and 3 shall be one (1) single family residential unit per Lot, and Lot 3 may also construct one (1) Accessory Dwelling Unit. The Accessory Dwelling Unit may be in a detached building, attached to the principal dwelling unit, or a garage. Habitation of all Accessory Dwelling Units described in this Agreement shall be subject to the restrictions of paragraph 17 of this Agreement only, no other restrictions to habitation of the Accessory Dwelling Units shall apply.

4. Primary Resident Unit on Lindrose Property. As part of the consideration for the vacation of the 6th Avenue right-of-way, Lindrose, or its successor, will construct a local unit for a Primary Resident, subject to the same restrictions as Paragraph 17 of this Agreement. Construction of this additional unit for a Primary Resident must be begin within three (3) years of either of the following acts: i) any alteration of the existing residence or new construction requiring a building permit; or ii) any transfer of the Lindrose Property. Lindrose, or its successor, will be considered to have begun construction on the additional unit by submitting plans to the Town's planning department which are reasonably calculated to meet the requirements of the Code and this Agreement. The Primary Resident unit on the Lindrose Property may be a single family or duplex dwelling unit, or an Accessory Dwelling Unit. The Primary Resident unit on the Lindrose Property may be no larger than 1,250 square feet in gross floor area, including all levels, but excluding basements and attached garages. The Primary Resident unit on the Lindrose Property may be subdivided as a separate lot or developed as an Accessory Dwelling Unit. At the option of the owner of the Lindrose Property at the time of construction of the Primary Resident Unit, the Lindrose Property Primary Resident unit or all of the Lindrose Property may be made subject to this Agreement.

5. Design. Residences are encouraged to appear as a small cabin that is reflective of Frisco's historic architecture in terms of its small scale, pitched roof, has the appearance of natural siding, and miner's-cabin influenced past. Residences are also encouraged to incorporate sustainable building techniques including, but not limited to LEED certification, net-zero building, and solar panels.

6. Open Space and Lot Coverage. Each Lot shall contain a minimum of 600 square feet of open space. This open space requirement is the only lot coverage restriction on the Property. Driveways twelve (12) feet or less in width shall count as open space for the purpose of this requirement.

- a. Disturbed Areas on Steep Slopes. On slopes from 15 percent to 30 percent, net site disturbance shall not exceed 60 percent of the total area within this

range of slopes. On slopes greater than 30 percent, net site disturbance shall not exceed 25 percent of the total area over this range of slope. The surveys required by § 180-6.5(C)(2)(c) of the Code are not required for the Property.

7. Setbacks. The setbacks shall be as follows:

Minimum Front Yard Setback: 8 feet
Minimum Side Yard Setback: 5 feet
Minimum Rear Yard Setback: 5 feet
Minimum Distance Between Structures: 5 feet

8. Building Sizes. The residences on Lots 1 and 2 may be no larger than 1,250 square feet in gross floor area, including all levels, but excluding basements and attached garages. The residence on Lot 3 may be no larger than 1,500 square feet in gross floor area, including all levels, but excluding basements and attached garages.

9. Building Heights. The maximum building height for the Snowfell Cabins Planned Unit Development shall be 30 feet. In those instances where a structure has a 8/12 roof pitch or greater, then the maximum building height limit may be up to 32 feet. When measuring the height of a building built on a slope, the building base shall be measured from highest ground elevation on which the building sits. Building height shall be measured from the ground floor and not from any walkout basement that meets the requirements of a basement in paragraph 10 of this Agreement.

10. Basements and Crawlspaces. Basements or other similar below-grade living areas are permitted in the Snowfell Cabins Planned Unit Development. A basement shall not exceed the gross floor area of the ground floor of the unit and shall be located primarily below the grade of the property so as not to be visible when viewed from the ground level. No more than 30 percent of the wall area of the basement may be above the finished grade and visible. A basement, regardless of its configuration or intended use, shall provide an egress window meeting the requirements of Chapter 65, Town of Frisco Building Construction and Housing Standards. Crawlspaces located below grade are permitted in the Snowfell Cabins Planned Unit Development, but shall not exceed the gross floor area of the ground floor for the unit. Crawlspaces shall not be habitable living space as defined by Chapter 65, Town of Frisco Building Construction and Housing Standards. A crawlspace area may be used for storage, mechanical equipment, or other similar uses that do not involve habitation.

11. Covered Porches and First Floor Heights. Covered porches may be built on each residence in the Snowfell Cabins Planned Unit Development. Covered porches are excluded from the gross floor area and lot coverage restrictions. Porches shall be designed to be in scale with overall development. First floor ceiling heights are not otherwise limited.

12. Parking. On-site parking areas shall be provided in the amount of one parking space per bedroom, with a maximum of two parking spaces required per residence.

13. Garages. Each Lot may have either an attached or detached garage. The maximum size of a garage shall not exceed 550 square feet. Lots may also share a common garage. The maximum size of a common garage shall not exceed 850 square feet. If a common garage is constructed it need not meet setback requirements to other buildings within the Snowfell Cabins Planned Unit Development though it must still meet setback requirements to real property not subject to this Agreement.

14. Storage Sheds. Storage sheds are permitted so as long as the storage shed does not exceed 50 square feet of floor area. The floor area for an attached storage shed is exempt from the floor area calculation for residences, but a shed is subject setback requirements.

15. Certified Solid-Fuel-Burning Devices. A residence may contain a Certified Solid-Fuel-Burning Device as long as the device meets the emission standards set forth in Section VI of Regulation No. 4 of Volume 1 of the Colorado Air Quality Control Commission.

16. Covenants. Additional covenants and restrictions on the Property will be contained the Declaration for Snowfell Cabins Planned Unit Development (“Declaration”). That Declaration shall incorporate this Agreement by reference. In the event of a conflict between the terms of this Agreement and the Declaration, this Agreement shall prevail.

17. Local Restriction. The Primary Resident unit on the Lindrose Property and Lots 1, 2, and 3 in the Snowfell Cabins Planned Unit Development must be owned by Primary Residents only. For the purposes of this Agreement, a “Primary Resident” means:

- a person and their spouse and dependents who works an average of 30 hours or more per week at a business in Summit County, Colorado that holds a valid and current business license, or is otherwise generally recognized as a legitimate business, and earns at least 75% of their income from such business; or is a person who is retired, was 60 years of age or older at the time of retirement; for the 5 years immediately prior to retirement worked an average of 30 hours or more per week at a business in Summit County, Colorado that held a valid and current business license, or is otherwise generally recognized as a legitimate business, and earned at least 75% of their income from such business; and
- whose Principal Place of Residence is a residence on the Property in the Snowfell Cabins Planned Unit Development and is a registered voter in the Frisco, Colorado. “Principal Place of Residence” means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person's Principal Place of Residence, the criteria set forth in C.R.S. § 31-10-201(3) shall apply.

The term “business” means an enterprise or organization providing goods and/or services, whether or not for profit, and shall include, but not be limited to, educational, governmental, and other similar institutions.

A Lot may be leased, for a term of not less than nine (9) months, to a party who qualifies as a Primary Resident.

All owners or renters of a Lot qualify as a Primary Resident as long as they are a spouse, partner, child, or parent of Primary Resident who meets all qualifications of this Paragraph 17.

18. Development. All houses developed on the Property will be reviewed as a Minor Site Plan Project as defined by the Code.

19. Modification. No substantial modification, removal, or release of the provisions of this Agreement shall be permitted except upon approval by all Parties to this Agreement.

20. Enforcement. The provisions of this Agreement are made for the benefit of the residents, occupants, and owners of Snowfell Cabins Planned Unit Development as well as the Town. This Agreement shall run with the land and is enforceable in law or in equity by the residents, occupants, and owners of Snowfell Cabins Planned Unit Development as well as the Town.

OWNERS

Andrew Richmond Date

Lauren Echevarria Date

Marta Lindrose as Trustee Date
For the Lindrose Living Trust dated April 18, 2012

TOWN OF FRISCO

By: _____ Date
Title: _____