Attachment D – Lakepoint at Frisco PUD

PRELIMINARY DEVELOPMENT PLAN

FOR

LAKEPOINT AT FRISCO

This written statement (this "Statement") together with the site plan (the "Site Plan"), which is dated February 26, 1981, revised March 31, 1981, and April 21, 1981, prepared by THK Associates, Inc., and hereby incorporated herein by reference, constitute the preliminary development plan (the "Preliminary Plan") for the planned unit development of a subdivision to be platted under the name of Lakepoint At Frisco (the "Planned Unit"), pursuant to the Code of the Town of Frisco (the "Code"), as adopted August 5, 1980, by Ordinance No. 80-20 and as subsequently amended.

1. OWNERSHIP AND LEGAL DESCRIPTION:

1.01 All of the land included in the Planned Unit is owned by Frisco-Lakepoint Co. (the "Owner"), a Colorado limited partnership.

1.02 The land included in the Planned Unit is legally described as is set forth in attached Exhibit A, which is hereby incorporated herein by reference.

2. REZONING AND SUBDIVISION PROCEEDINGS:

2.01 Pursuant to the Code, the Owner has commenced proceedings to change the current zone district boundaries of the Planned Unit so that the Planned Unit is rezoned to a Planned Unit Development District ("P.U.D.") as is defined in Article XII, Chapter 180, of the Code.

2.02 In conjunction with the proceedings referred to in paragraph 2.01 herein, the Owner has submitted the Site Plan as a sketch plan and other information, in accordance with Chapter 157 of the Code, which details a proposed resubdivision of the Planned Unit, including the vacation of existing, and the dedication of new, rights of way and easements for streets, drainage, and utilities.

3. FINAL PLAT:

3.01 The plat (the "Final Plat") of the Planned Unit which subdivides the Planned Unit in conformance with the Site Plan and which is dated _____, 1981, prepared by Backlund Land Surveys, and hereby incorporated herein by reference shall be the final plat of the Planned Unit, as described in Chapter 157 of the Code.

3.02 Previously, the Town of Frisco (the "Town"), the County of Summit, Colorado, and other governmental authorities have received benefits from the previous owners of the Planned Unit at the time of subdivision and annexation proceedings affecting land owned by such owners.

3.03 By the Planning and Zoning Commission of the Town of Frisco (the "Commission") and the Board of Trustees of the Town of Frisco (the "Board") approving this Statement, they acknowledge that reservations of sites for schools or other public uses are not required within the Planned Unit or by the Owner, that ten percent (10%) of the Planned Unit or other area is not required to be dedicated for public purposes by the Owner, and that a contribution, payment, or other remuneration is not required to be made by the Owner in lieu of such reservations and dedications. Provided, however, if such reservations and dedications or similar reservations and dedications are required by law or the Code, by the Commission and the Board approving this Statement and pursuant to Section 157-19 of the Code, the Commission and the Board authorize a variance from the provisions of Chapter 157 of the Code and such law insofar as any such reservation or dedication are required.

4. OBJECTIVE AND STATED INTENTIONS:

4.01 It is the intent of the Town to cause the development of the land included in the Planned Unit in the manner set forth in the Preliminary Plan.

4.02 With the unique location of the Planned Unit and the view corridors that exist thereon in mind, the Town, in conjunction with the Owner, has developed the Preliminary Plan to achieve the objectives hereinafter set forth. Such objectives are intended as guidelines for the future development of the Planned Unit and are intended to provide that such development is in harmony overall with the concepts in the Preliminary Plan and is in harmony with each portion constituting a part thereof. Such objectives are as follows:

(a) Throughout the Planned Unit, reasonable consideration shall be given to the placement and design of buildings to ensure that view corridors of the Continental Divide are maintained throughout the Planned Unit. To this end, special consideration has been given to the limitation and allocation of structure heights and densities throughout the Planned Unit.

(b) Stages 4, 5, 6, 7, and 8 (hereinafter defined) of the Planned Unit have minimum open space requirements which must be met as a prerequisite for site plan approval. These open space areas shall be designed to enhance the overall development of the Stage (hereinafter defined) as well as the Planned Unit. In no instance, shall such minimum open space areas be used for parking or lie within a building's footprint, including that created by any kind of an overhang. Additionally, such minimum open space cannot utilize areas which are designated as wetlands or waterways and shall not contain active recreational facilities.

(c) Due to the location of the Planned Unit adjacent to the Dillon Reservoir and in close proximity to major retail areas in the Town, the provision for bike paths and pedestrian easements throughout the Planned Unit is important. Therefore, the Town, through the site plan review process, may require the owner of any, other than Stage 1 (hereinafter defined), to provide bike paths and pedestrian access easements in reasonable quantities and locations to achieve this objective and integrate with the overall master plan for bike paths and pedestrian easements as set forth in the "Parks and Recreation Plan for the Town of Frisco". Such bike paths shall be in conformance with the standards for bike paths adopted by the Town.

(d) The owner of each Stage (hereinafter defined), other than Stage 1 (hereinafter defined), shall submit a landscape plan before final site plan approval is given by the Town. Landscaping should blend in with the architecture of the improvements to minimize visual impact. Landscaping to minimize the view of autos and pavement from surrounding properties will be reasonably required. All such landscaping plans shall reflect landscaping which will be reasonably substantial enough to achieve these objectives.

(e) Architectural products in the Planned Unit will be designed so as to blend with the existing environs and the surrounding land uses and to reflect the character of the mountain environment. The materials, textures, and colors of such products shall reflect earthen tones or blends thereof.

4.03 It is the intent, but not the obligation, of the Town to allow the Owner the maximum utilization of each Stage (hereinafter defined) for the construction of buildings thereon within the parameters set forth in paragraphs nine herein, provided that such buildings and the balance of the development of the Stage (hereinafter defined) are of a sufficiently high quality of design and construction to compensate for such utilization.

5. DEVELOPMENT SCHEDULE:

5.01 The Planned Unit is comprised of nine (9) different stages (singularly, a "Stage" and in combinations of two or more, the "Stages"). Each Stage is a separate geographic area on the Site Plan and can be described as follows:

Stage Number	Geographic Area Description
Stage 1	All streets shown on the Site Plan
Stage 2	Lot 1, Block 1
Stage 3	Lot 2, Block 1
Stage 4	Lot 1, Block 2
Stage 5	Lot 1, Block 3
Stage 6	Lot 2, Block 3
Stage 7	Lot 3, Block 3
Stage 8	Lot 4, Block 3

→ Stage 9 Lot 1, Block 4

5.02 Subject to paragraph 5.03 herein, as is determined by the Owner, each Stage may be developed alone or in combination with one or more other Stages and each Stage may be developed in any order without the commencement, completion, or occupancy of the development of one or more of the Stages being a prerequisite for the commencement, completion, or occupancy of the development of one or more of the other Stages.

5.03 Within eighteen (18) months following the recording of the Final Plat in the office of the Clerk and Recorder of Summit County, Colorado, or sooner at the discretion of the Owner, the Owner shall commence the construction of Stage 1, in accordance with the written agreement (the "Infrastructure Agreement") dated July 21, 1981, between the Town and the Owner pertaining to the proposed infrastructure for the Planned Unit. Prior to such commence of the construction of Stage 1, the Owner shall not commence the construction of any Stage other than Stage 1. The Infrastructure Agreement is hereby incorporated herein by reference.

5.04 Completion of the construction of the last Stage to be completed can be expected to be on June 1, 1991, approximately.

5.05 Except with respect to Stage 1, the final development plans for the Stage may be submitted to the Commission by the Owner in any sequence determined by the Owner and at regular or irregular intervals determined by the Owner.

6. STAGE 1 FINAL PLAN: This Statement together with the Site Plan shall constitute the final development plan with respect to Stage 1 (the "Stage 1 Final Plan").

7. STAGES 2-9 FINAL PLANS:

7.01 Prior to commencing any construction on any Stage, other than Stage 1, the Owner shall have (a) submitted to the Commission a final development plan for such Stage, (b) received the approval of such final development plan by the Commission, and (c) received the approval of such final development plan by the Board, all in accordance with the Code. Along with, or as part of, such a final development plan, the Owner shall submit to the Commission a site plan, a landscape plan, a utility plan, floor plans, architectural elevations, and such other materials as may reasonably be requested by the Commission.

7.02 There are no time constraints within which a final development plan must be filed with the Commission for any of the Stages 2 through 9. The final development plans for Stages 2 through 9 may be filed at any time and in any sequence without the filing of any such final development plan being a condition of, or prerequisite for, the filing of other such final development plan.

7.03 Unless the Owner requests that the final development plan for any Stage deviate from any provision of the Preliminary Plan and unless the Commission approves such deviation, the provisions of the Preliminary Plan shall be followed in the final development plan for each Stage.

7.04 The subdivision of a lot depicted on the Final Plat shall not create any additional Stages and all of the limitations and allowances provided for in the Preliminary Plan shall be applicable to such lot when taken as a whole without change as a result of such subdivision. Provided, however, at the request of the Owner and upon the approval of the Commission and the Board, a lot depicted on the Final Plat which is subdivided into two or more lots may be deemed to have created additional Stages under the Preliminary Plan, as and to the extent and subject to the limitations and allowances as are then approved by the Commission and the Board.

7.05 Neither this Statement nor any of the documents heretofore filed with the Commission when taken separately or together in any combination shall constitute the final development plan for any of the Stages 2 through 9.

8. EASEMENTS, DEDICATIONS, RESTRICTIVE COVENANTS, AND PROPERTY OWNER AGREEMENTS:

8.01 The Planned Unit may be presently subject to various building setbacks and easements for the installation and maintenance of public utilities dedicated on the plat of Discovery 9000, as recorded in the office of the Clerk and Recorder of Summit County, Colorado. Except with respect to that portion of such easements presently occupied by operating utility lines, the said easements and building setbacks are not required by the current use of the Planned Unit or any adjacent real property and may be inappropriate and detrimental to the development of the Planned Unit in accordance with the Preliminary Plan.

8.02 The Planned Unit may be subject to various streets, alleys, and roads and other public areas dedicated on the said plat of Discovery 9000. All such streets, alleys, and roads and other public areas are not required by the current Planned Unit, are adequately replaced by the streets to be dedicated by the Final Plat as described therein and shown on the Sketch Plan, and may be inappropriate and detrimental to the development of the Planned Unit in accordance with the Preliminary Plan.

8.03 The Owner may obtain the abolishion of said setbacks, easements (except with respect to the portions thereof presently occupied by operating utility lines), and dedicated streets, alleys, and roads and other public areas referred to in paragraphs 7.01 and 7.02 herein and any other easements affecting the Planned Unit which are not occupied by operating utility lines; and, the Town shall aid the Owner in doing so in any reasonable manner requested by the Owner, including, but not by way of limitation, conveying to the Owner any right, title, and interest which the Town may have therein.

8.04 The approval of this Statement by the Commission and the Board, shall constitute the approval by the Commission and the Board of the dedication of the streets made by the Owner on the Final Plat and the Town shall accept the same in accordance with the Infrastructure Agreement.

8.05 Except for the dedication of the streets made by the Owner on the Final Plat, the Owner is not requird to dedicate any streets or other areas for public use, to grant any easements, or to burden all or any part of the Planned Unit with restrictive covenants, property owner agreements, or other matters. All such dedications, grants, and burdenings shall be at the discretion of the Owner, except that the dedication of additional streets and the granting of utility easements shall be incorporated into the site plan review process of the Town.

8.06 Notwithstanding paragraph 7.05 herein, (a) as part of the final development plan for Stage 6, the Owner shall provide at least two open space corridors and accesses to Lake Dillon from the streets depicted on the Final Plat; provided, the Owner may limit the use thereof to pedestrians and (b) as part of the final development plans for Stages 2 through 9, the Owner shall provide for the preservation of open space corridors, pedestrian easements, and bike paths in accordance with the objectives of the Planned Unit and by means which are reasonably satisfactory to the Commission.

9. USES AND DEVELOPMENT CRITERIA:

9.01 Without further approval of the Commission or the Board, the following described uses shall be permitted on the Stage indicated, viz:

(a) Stage 1, Streets, sidewalks, and utilities.

(b) Stage 2 (Lot 1, Block 1). All retail, commercial, business, and accommodation (ie. hotel, motel, and boarding and rooming house) uses including, but not by way of limitation, the following: Stations dispensing petroleum products, automobile wash and polishing services (provided that the work area therefor is architecturally enclosed), convenience food outlets, barber shops, beauty shops, banks, savings and loan associations, real estate offices, investment offices, restaurants and/or lounges, general offices, professional offices, and stores for retail trade (provided that the gross floor area per establishment does not exceed 2,000 square feet).

(c) Stage 3 (Lot 2, Block 1). All retail, commercial, business, and accommodation (ie. hotel, motel, and boarding and rooming house) uses including, but not by way of limitation, the following: Automobile accessory parts sales, child day-care center, laundromat, transportation centers and terminals for commercial cars and buses and sales of tickets and other associated items, liquor stores, drug stores, department stores, antique clothing stores, hardware stores, sporting goods stores, camera stores, general offices, professional offices, banks, savings and loan associations, indoor entertainment facilities, recreation centers, commercial recreation centers, apparel shops, shoe stores, stores for retail trade, restaurants, bars, lounges, drive-in restaurants,

civic organizations, youth organizations, social organizations, and fraternal organizations.

(d) Stage 4 (Lot 1, Block 2). Residential.

(e) Stage 5 (Lot 1, Block 3). Residential.

(f) Stage 6 (Lot 2, Block 3). Residential.

(g) Stage 7 (Lot 3, Block 3). Residential.

(h) Stage 8 (Lot 4, Block 3). Residential.

(i) Stage 9 (Lot 1, Block 4). All retail, commercial, business, and accommodation (ie. hotel, motel, and boarding and rooming house) uses including, but not by way of limitation, the following: Restaurants and/or lounges, convenience food outlets, barber shops, beauty shops, banks, savings and loan associations, insurance offices, real estate offices, investment offices, lodges, motels, hotels, stores for retail trade, automobile accessory parts sales, liquor stores, general offices, professional offices, and appliance stores.

9.02 Notwithstanding anything to the contrary herein, the followng uses shall not be permitted uses on Stage 2, Stage 3, and Stage 9: Outside storage and automobile repairs.

9.03 With respect to Stage 2, Stage 3, and Stage 9 the following development criteria shall apply, viz:

(a) The maximum building coverage of each Stage is forty percent (40%).

(b) The maximum gross floor area of any building in Stage 2 is eight thousand (8,000) square feet, in Stage 3 is one hundred twenty-five thousand (125,000) square feet, and in Stage 9 is twenty thousand (20,000) square feet.

(c) There are no setback requirements for the Stages.

(d) The minimum open space for each Stage is twenty percent (20%).

(e) The maximum number of stories of any structure in the Stages is two (2).

(f) The maximum height of any structure in the Stages is thirty-five (35) feet.

(g) Upon the application of the Owner, the Commission and the Board shall consider, but shall be under no obligation to approve, an increase in the height of any structure above thirty-five (35) feet and an

increase in the number of stories of any structure above two (2) based upon the merits of the uses, site plan, and architectural compatibility of the specific proposal.

9.04 With respect to Stage 4 and Stage 5, the following development criteria shall apply, viz:

(a) The maximum number of dwelling units that can be constructed on Stage 4 is thirty-six (36) and on Stage 5 is sixty-six (66).

(b) The maximum building coverage of each Stage is twenty-three percent (23%).

(c) The maximum height of any structure in the Stages is eighty (80) feet.

(d) The minimum number of parking spaces required for each dwelling unit on the Stages is two (2).

(e) The minimum open space of each Stage is twenty-six percent (26%).

9.05 With respect to Stage 7 and Stage 8, the following development criteria shall apply, viz:

(a) The maximum number of dwelling units that can be constructed on Stage 7 is forty-eight (48) and on Stage 8 is forty-eight (48).

(b) The maximum building coverage of each Stage is twenty-seven percent (27%).

(c) The maximum height of any structure in the Stages is forty (40) feet.

(d) The maximum number of parking spaces required for each dwelling unit on each Stage is two (2).

(e) The minimum open space of each Stage is twenty-two percent (22%).

9.06 With respect to Stage 6, the following development criteria shall apply, viz:

(a) The maximum number of dwelling units that can be constructed on Stage 6 is one hundred ten (110).

(b) The maximum building coverage of Stage 6 is twenty-five percent (25%).

(c) The maximum number of stories of any structure in Stage 6 is two (2).

(d) The maximum height of any structure in Stage 6 is thirty-five (35) feet.

(e) The minimum number of parking spaces required for each dwelling unit on Stage 6 is two (2).

(f) The minimum open space of Stage 6. is thirty percent (30%), provided that any portion of Stage 6 which remains designated as "wetlands" after the Owner's full prosecution of its application for a "404 permit" shall be exeluded from the area of Stage 6 before computing the said minimum open space.

9.07 With respect to Stage 4, Stage 5, Stage 6, Stage 7, and Stage 8, the following additional development criteria shall apply:

(a) There shall be a twenty-five (25) foot setback from the front lot line and a fifteen (15) foot setback from the rear lot line and each side lot line of each Stage, within which no buildings shall be constructed.

(b) There shall be a minimum separation between each building within a Stage of fifteen feet (15).

9.08 The snow removal methods and techniques for Stage 1 shall be as determined by the Town and for the other Stages shall be as is determined during the site plan review progress of the Town with respect to each such Stage.

10. GENERAL:

10.01 This Statement supersedes the verbage on the Site Plan to its exclusion and shall be controlling under all circumstances.

10.02 This Statement hereby incorporates herein by reference all information and documents previously supplied the Commission by the Owner to the extent that the same are necessary to supplement this Statement and make it, together with the Site Plan, a preliminary development plan within the meaning of Chapter 180 of the Code. To the extent that such information and documents are insufficient for such purpose, by the Commission and the Board approving this Statement, the Commission and the Board waive, and grant a variance with respect to, the providing of such information and documents.

10.03 Unless specifically reserved or restricted in the instrument of conveyance, the conveyance of all, or any part of the Planned Unit, or any interest therein, by the Owner, or its successors or assigns, shall confer upon the grantee of such conveyance, to the exclusion of the Owner, the rights of the Owner and the duties of the Owner under the Preliminary Plan with respect to that being so conveyed. Provided, in no event shall any reservation

or restriction contained in any such instrument in any way alter the provisions of the Preliminary Plan.

This Statement is hereby approved and agreed to on July 21, 1981.

FRISCO-LAKEPOINT CO.,
a Colorado limited partnership

By: _____
Charles C. Murphy, the managing partner and a general partner

And, By: CANYON PROPERTIES DEVELOPMENT COMPANY, a Colorado general partnership, a general partner

By: _____
L. J. Lewis, a general partner

RECOMMENDED FOR APPROVAL July 21, 1981

PLANNING AND ZONING COMMISSION,
TOWN OF FRISCO, COLORADO

By: _____

Title: CHAIRMAN

APPROVED July 21, 1981

BOARD OF TRUSTEES,
TOWN OF FRISCO, COLORADO

By: Doug Jones

Title: Mayor / Town of Frisco

Attest: _____
Deputy Town Clerk

AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN FOR LAKEPOINT AT FRISCO

This Amendment to the Preliminary Development Plan is dated 4/17/97, and entered into by Frisco-Lakepoint Co., as Colorado limited partnership ("Owner") and the Town of Frisco ("Frisco"), a Colorado home rule municipality.

WHEREAS, the Preliminary Plan for Lakepoint at Frisco was entered into on July 21, 1981 (the "Agreement"); and

WHEREAS, the Agreement recognized 9 separate "stages" all within the Lakepoint Planned Unit Development; and

WHEREAS, Owner is the owner of land described in the Agreement as Lot 1, Block 2, also referred to therein and herein as Stage 4; and

WHEREAS, Owner and Frisco desire to amend the Agreement with respect to the Stage 4 provisions only by changing the permitted uses, maximum number of units, maximum height, minimum required parking spaces and minimum open space area, all amendments conditioned upon commencement of construction of a motel on Stage 4 within 3 years and completion of said motel within 4 years from the Notice of Decision dated March 4, 1997; and provided that said motel is constructed in accordance with the Frisco Town Council's approved final development plan for a 51 room motel, which approval was noticed in the Notice of Decision dated March 4, 1997 (the "Notice of Decision"); and

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged the parties agree as follows:

1. LEGAL AND OWNERSHIP DESCRIPTION:

1.01 This amendment pertains only to and is legally described as Lot 1, Block 2, Lakepoint at Frisco, Town of Frisco, Colorado, and is also referred to as "Stage 4" in the "Preliminary Development Plan for Lakepoint at Frisco".

1.02 Lot 1, Block 2, Lakepoint at Frisco, is owned by Frisco-Lakepoint Co., a Colorado Limited Partnership.

2. USE AND DEVELOPMENT CRITERIA:

2.01 Paragraph 9.01(d) of the Agreement is hereby amended to eliminate residential uses and replace the same with commercial uses and shall read as follows:

(d) Stage 4 (Lot 1, Block 2). Commercial, specifically all commercial uses permitted in Stage 2 except that stations dispensing petroleum products, convenience food outlets and automobile wash and polishing services shall not be permitted.

2.02 Paragraph 9.04(a) of the Agreement is hereby amended to read as follows:

(a) The maximum number of motel units that can be constructed on Stage 4 is fifty-one (51) and the maximum number of dwelling units that can be constructed on Stage 5 is sixty-six (66).

2.03 Paragraph 9.04(c) of the Agreement is hereby amended to read as follows:

(c) The maximum height of any structure constructed on Stage 4 is forty-five (45) feet and the maximum height of any structure on Stage 5 is eighty (80) feet.

2.04 Paragraph 9.04(d) of the Agreement is hereby amended to read as follows:

(d) The minimum number of parking spaces for a motel on Stage 4 shall be

one (1) for each bedroom, one (1) per every 2,500 square feet of GFA to provide for non-resident employees and two (2) per each owner/employee resident units; the minimum number of parking spaces required for each dwelling unit constructed on Stage 5 is two (2).

2.05 Paragraph 9.04(e) of the Agreement is hereby amended to read as follows:

(e) The minimum open space for Stage 4 is thirty-three percent (33%), which excludes and must be provided in addition to the bike path; the minimum open space for Stage 5 is twenty-six percent (26%).

3. EFFECTIVE PERIOD

This Amendment shall be void and without effect if the approved motel as contemplated by the Notice of Decision is not completed by March 4, 2001.

4. MISCELLANEOUS

4.1 This Amendment shall enure to the benefit of and be binding upon the successors and assigns of the parties.

4.2 This Amendment, along with the Preliminary Development Plan for Lakepoint at Frisco shall be recorded with the County Clerk and Recorder for the County of Summit.

IN WITNESS WHEREOF, the undersigned have executed this Amendment and approve and accept the terms and conditions hereof.

Town of Frisco

Tex Etie, Mayor Date

ATTEST:

Vivian Louvet, Town Clerk Date

Debra Helton, Deputy Town Clerk

Frisco-Lakepoint Co., a Colorado limited partnership

Armin Heinrichs, Managing Partner 4-18-97

Armin Heinrichs, Managing Partner Date

by Mark Richmond attorney-in-fact

4-17-97

STATE OF COLORADO)
)SS.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 17th day of April 1997, by Tex Etie as Mayor of the Town of Frisco, Colorado.

Witness my hand and official seal.
My commission expires: 1/17/2000.

Notary Public

Box 130 Dillon, CO
Address

NOTARY PUBLIC
LENORE D. SCOTT
STATE OF COLORADO

STATE OF COLORADO)
)SS.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 18th day of April, 1997, by Mark Richmond as attorney-in-fact for Armin Heinrichs as Managing Partner of Frisco-Lakepoint Co., a Colorado limited partnership.

Witness my hand and official seal.
My commission expires: 2-18-98.

LYNN M. RYS
STATE OF COLORADO

Notary Public

620 Main St. Frisco
Address

amend1-9

LAKEPOINT AT FRISCO

CURVE DATA			
CURVE NO.	DELTA	RADIUS	ARC LENGTH
1	16°13'41"	163.63'	46.35'
2	143°00'00"	169.72'	423.59'
3	09°45'00"	246.53'	41.95'
* 4	54°23'20"	70.00'	66.45'
5	09°17'21"	207.74'	33.68'
6	65°00'00"	85.00'	96.43'
* 7	54°22'58"	50.00'	47.46'
8	17°11'19"	500.00'	150.00'
9	12°24'43"	500.00'	108.31'
10	05°21'14"	1913.68'	178.82'

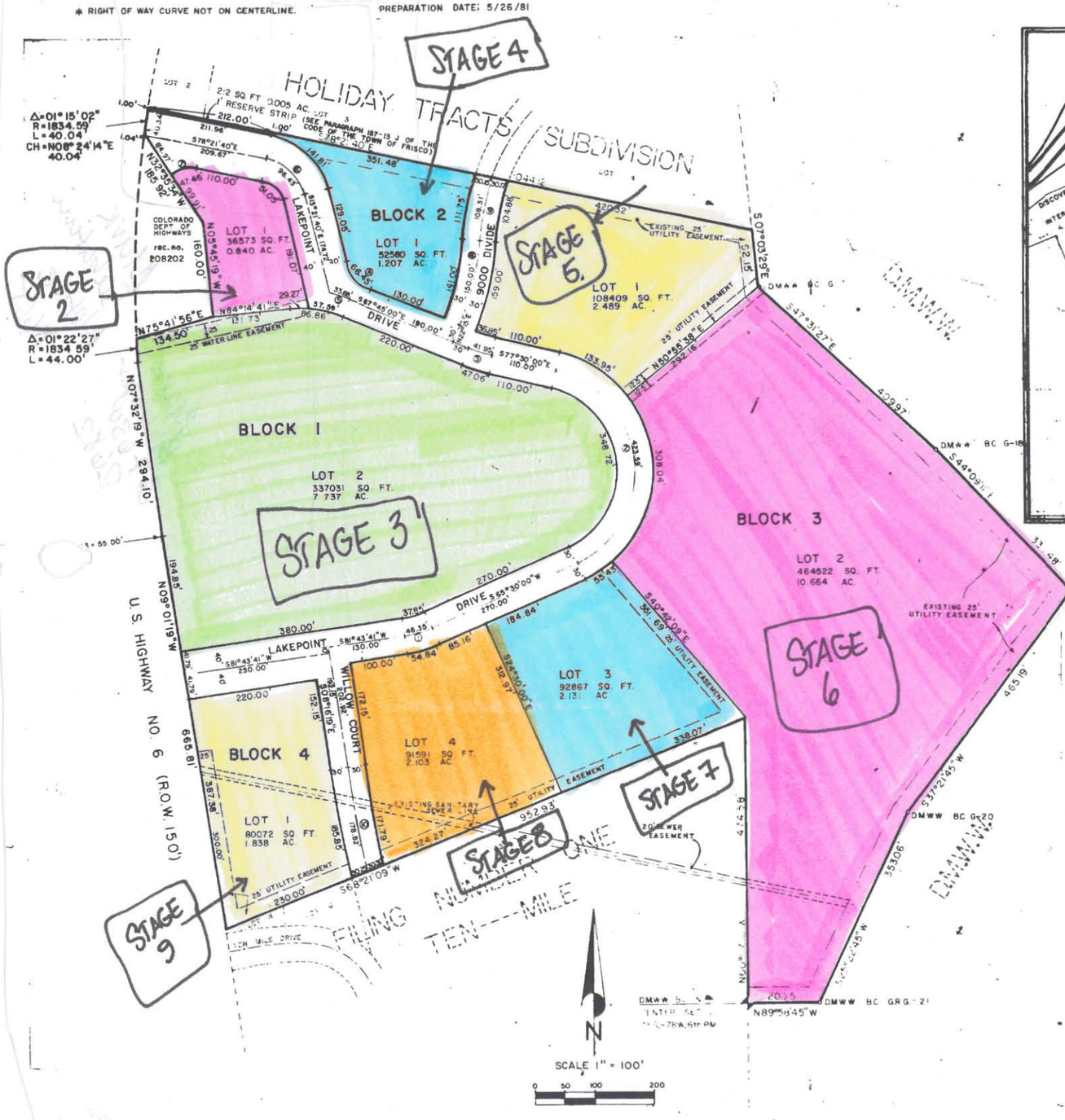
* RIGHT OF WAY CURVE NOT ON CENTERLINE.

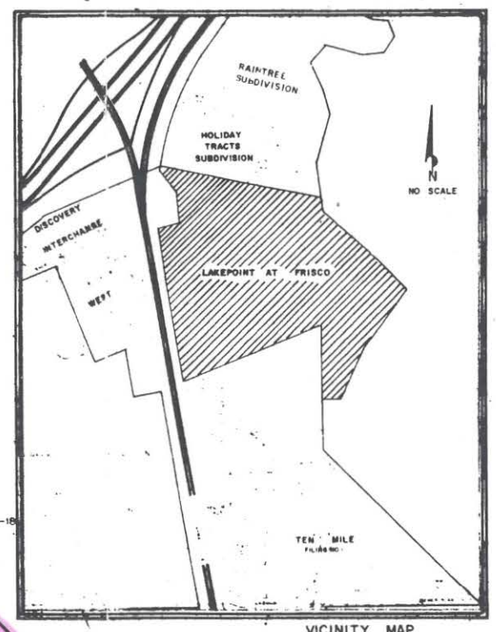
BEARING BASE REFERENCED TO D.M.W.W. BOUNDARY SURVEY OF LAKE DILLON.

ALL MONUMENTS LOCATED AS PER CRS(1973) 38-51-101

THE TOTAL PROPERTY SUBJECT TO THIS PLAT IS SUBJECT TO PLANNED UNIT DEVELOPMENT IN ACCORDANCE WITH ARTICLE XII, CHAPTER 180 OF THE CODE OF THE TOWN OF FRISCO, SUMMIT COUNTY, COLORADO, AS AMENDED.

PREPARATION DATE: 5/26/81





VICINITY MAP

SURVEYOR'S CERTIFICATE

I, RICHARD A. BACKLUND BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME AND UNDER MY DIRECT RESPONSIBILITY, SUPERVISION, AND CHECKING FROM A SURVEY MADE BY ME AND UNDER MY DIRECT RESPONSIBILITY, SUPERVISION, AND CHECKING AND THAT BOTH THIS PLAT AND THE SURVEY ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

DATED THIS 28TH DAY OF JULY, 1981.

RICHARD A. BACKLUND
COLORADO P.L.S. NO. 20647

PLANNING COMMISSION APPROVAL

THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FRISCO, COLORADO, HEREBY APPROVES THIS PLAT AND RECOMMENDS THIS PLAT FOR APPROVAL BY THE BOARD OF TRUSTEES OF THE TOWN OF FRISCO, COLORADO.

DATED THIS 29TH DAY OF JULY, 1981.

BY: _____

TITLE: CHAIRMAN OF PLANNING AND ZONING COMMISION, TOWN OF FRISCO

TOWN BOARD APPROVAL

THE BOARD OF TRUSTEES OF THE TOWN OF FRISCO, COLORADO, HEREBY APPROVES THIS PLAT.

DATED THIS 29TH DAY OF July, 1981.

BY: _____

TITLE: Mayor of the Town of Frisco

ATTEST: _____ Deputy TOWN CLERK

RECORDER'S ACCEPTANCE

THIS PLAT HAS BEEN ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO ON THIS 5th DAY OF August, 1981, AT 2:11 P.M., AND IS DULY FILED UNDER RECEPTION NO. 226882.

BY: Sylvia H Ward

TITLE: Joanne R. Peterson, Deputy

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT, FRISCO-LAKEPOINT CO., A COLORADO LIMITED PARTNERSHIP, BEING THE OWNER OF A TRACT OF LAND BEING A PORTION OF THE NORTH ONE-HALF OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FRISCO, SUMMIT COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 26, A DENVER MUNICIPAL WATER WORKS BRASS CAP NUMBER N-1, THENCE WESTERLY ALONG THE LINES CONTIGUOUS WITH TEN-MILE FILING NUMBER ONE, A SUBDIVISION AS FILED FOR RECORD IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER, FOR THE FOLLOWING TWO COURSES:

1) N 00°07'10" W A DISTANCE OF 474.58 FEET;
2) S 68°21'09" W A DISTANCE OF 952.93 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE COURSES:

1) N 09°01'19" W A DISTANCE OF 665.81 FEET;
2) N 07°32'19" W A DISTANCE OF 294.10 FEET;
3) 44.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01 22'27" AND A RADIUS OF 1834.59 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND FILED UNDER RECEPTION NO. 208202 IN SAID OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID TRACT OF LAND FOR THE FOLLOWING THREE COURSES:

1) N 75°41'56" E A DISTANCE OF 134.50 FEET;
2) N 05 45'19" W A DISTANCE OF 160.00 FEET;
3) N 32 35'34" W A DISTANCE OF 185.92 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6;

THENCE 40.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01 15'02" AND A RADIUS OF 1834.59 FEET TO A POINT BEING THE SOUTHWEST CORNER OF HOLIDAY TRACTS SUBDIVISION, A SUBDIVISION AS FILED FOR RECORD IN SAID OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER; THENCE S 78°21'40" E A DISTANCE OF 1044.12 FEET ALONG THE SOUTHERLY LINE OF SAID HOLIDAY TRACTS SUBDIVISION TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE DENVER MUNICIPAL WATER WORKS PROPERTY SURROUNDING LAKE DILLON; THENCE ALONG SAID WESTERLY BOUNDARY LINE FOR THE FOLLOWING SIX COURSES:

1) S 07°03'29" E A DISTANCE OF 92.15 FEET;
2) S 47°31'27" E A DISTANCE OF 409.97 FEET;
3) S 44°09'11" E A DISTANCE OF 330.48 FEET;
4) S 37°21'45" W A DISTANCE OF 465.19 FEET;
5) S 25°22'45" W A DISTANCE OF 353.06 FEET;
6) N 89°58'45" W A DISTANCE OF 120.25 FEET TO THE POINT OF BEGINNING,

CONTAINING 22.907 ACRES, MORE OR LESS;

HEREBY LAYS OUT, PLATS, AND SUBDIVIDES THE SAME, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF "LAKEPOINT AT FRISCO" AND HEREBY DEDICATES TO THE PERPETUAL USE OF THE TOWN OF FRISCO, COLORADO, THE STREETS AND UTILITY EASEMENTS AS SHOWN ON THIS PLAT.

DATED THIS 31ST DAY OF July, 1981.

FRISCO-LAKEPOINT CO.,
A COLORADO LIMITED PARTNERSHIP

BY: _____
CHARLES C. MURPHY, THE MANAGING PARTNER AND GENERAL PARTNER

AND BY: CANYON PROPERTIES DEVELOPMENT COMPANY, A COLORADO GENERAL PARTNERSHIP, A GENERAL PARTNER

BY: _____
L.J. LEWIS, A GENERAL PARTNER

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS 31ST DAY OF July, 19 BY L.J. LEWIS, AS GENERAL PARTNER OF CANYON PROPERTIES DEVELOPMENT COMPANY, A COLOR GENERAL PARTNERSHIP, AS GENERAL PARTNER, AND BY CHARLES C. MURPHY, AS THE MANAGING PARTNER AND GENERAL PARTNER OF FRISCO-LAKEPOINT CO., A COLORADO LIMITED PARTNERSHIP

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: April 17, 1983

NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT, MICHAEL OPPENHOFF, BEING THE HOLDER OF THE INDEBTEDNESS SECURED BY, AND THE NAMED BENEFICIARY OF, A FIRST DEED OF TRUST RECORD AT RECEPTION NUMBER 218211 OF THE RECORDS OF THE CLERK AND RECORDER OF SUMMIT COUNTY COLORADO, HEREBY SUBORDINATES THE SAID DEED OF TRUST TO THIS PLAT AND JOINS THE DEDICATION TO THE PERPETUAL USE OF THE TOWN OF FRISCO, COLORADO, OF THE STREETS AS SHOWN ON THIS PLAT.

DATED THIS 31 DAY OF July, 1981.

BY: _____
FREDERICK O. JOLLEY, ATTORNEY-IN-FACT

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF Summit)

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS 31 DAY OF July 1981, BY FREDERICK O. JOLLEY, AS THE ATTORNEY-IN-FACT FOR MICHAEL

WITNESS MY HAND AND OFFICIAL SEAL

TITLE: NOTARY

MY COMMISSION EXPIRES: 4-18-82

TITLE COMPANY CERTIFICATE

LAND TITLE GUARANTEE COMPANY HEREBY CERTIFIES THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN HEREON AND TITLE TO SUCH LANDS IS IN FRISCO-LAKEPOINT CO., A COLORADO LIMITED PARTNERSHIP, FREE AND CLEAR OF ALL LIENS, AND ENCUMBRANCES, EXCEPT A FIRST DEED OF TRUST RECORDED AT RECEPTION NUMBER 218211 OF THE RECORDS OF THE CLERK AND RECORDER OF SUMMIT COUNTY, COLORADO, FOR THE USE OF MICHAEL OPPENHOFF.

DATED THIS 31 DAY OF July, 1981.

LAND TITLE GUARANTEE COMPANY

BY: _____

TITLE: _____

D LAND SURVEYS
P. O. BOX 614
FRISCO, CO 80443
PHONE (303) 668-3730