

**AGREEMENT BETWEEN THE TOWN OF MOUNTAIN VILLAGE AND  
GOLD HILL HOLDINGS, LLC, REGARDING A PAYMENT IN-LIEU FOR  
OFF- STREET PARKING FOR .5 PARKING SPACES**

**THIS AGREEMENT** entered into this 13 day of June, 2021 ("Effective Date"), by and between the Town of Mountain Village, Colorado, a home rule municipality of the State of Colorado (the "Town,") and Gold Hill Holding, LLC, a Colorado LLC, on behalf of itself, its successors, executors, administrators, and assigns (the "Owner").

**WHEREAS**, Owner is the owner Of Unit 21c Blue Mesa Lodge Condos Acc To First Amended Plat And Decs Of Record Located On Lot 42b Town Of Mountain Village Plat Bk 1 Pg 2423 San Miguel County Colorado, With A Street Address Of 117 Lost Creek Lane, Telluride, CO 81435; and

**WHEREAS**, Community Development Code Section 17.5.8.D provides in lieu of on site parking otherwise required under the Community Development Code, an applicant may propose a payment-in-lieu of such required parking; and

**WHEREAS**, on April 22, 2021 the Mountain Village Town Council, pursuant to Resolution 201-0422 approved Owner's application for a payment in-lieu of one (1) Lodge zoning designation parking space, pursuant to Community Development Code Section 17.5.8.D.4 Parking Payment in Lieu Rate and;

**WHEREAS**, the parties hereto desire to enter into a parking in-lieu agreement pursuant to CDC Section 17.58.D.4 and Resolution 201-0422.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth in this Agreement, the Town and Owner hereby agree as follows:

1. The recitals are incorporated herein by this reference.
2. Payment. The Town Council agreed that a one time \$12,500 parking payment satisfying the payment in lieu fee and the requisite associated parking requirement.
3. Parking Operation and Maintenance Fee. The Town Council agreed that one time \$500 maintenance fee is required.
4. Use of Proceeds. The Town shall deposit the parking payment-in-lieu fee into its Parking Fund.
5. Credits. If subsequent to payment of the parking-in-lieu payment a special or local improvements district is formed and assessment levied for the purpose of paying for public parking improvements, this property shall be credited with the amount of the parking-in-lieu fee paid.
6. Term. This agreement shall continue in full force and effect.

7. Remedies. In the event Owner, or its successor in interest, should fail to perform or adhere to its obligations as set forth herein, or fail to meet specified performance timelines, the Town shall have the following remedies against the Owner, or its successors and assigns, which remedies are cumulative and non-exclusive:
  - a. Specific performance
  - b. Injunctive relief, both mandatory and/or prohibitory;
  - c. Withdrawal or cancellation of development approval;
  - d. Denial, withholding or cancellation of any building permit, certificates of occupancy, floodplain permits, access permits, certificates of appropriateness, or any other development approvals available under Mountain Village Municipal Code Title 18, requested for Owner's property, or for any other property within the Town of Mountain Village then owned by Owner, until the breaches or defaults have been cured.
  
8. Binding Effect. This agreement shall extend to, inure to the benefit of, and be binding upon Town and its successors and assigns, and upon, administrators, executors, successors (including subsequent Owners of the Property), legal representatives, and assigns of Owner. This Agreement shall be recorded in the San Miguel County Office of the Clerk and Recorder.
  
9. Attorney Fees. In the event of litigation between the Town and Owner concerning the Agreement, the prevailing party shall be entitled to collect attorney's fees, including the reasonable attorney's fees and the reasonable costs of salaried attorney's time. Any litigation to enforce the terms of this Agreement shall be commenced in San Miguel County, Colorado, and venue shall be restricted to such county.
  
10. Amendments. This agreement may be amended from time to time, provided that such amendment shall be in writing and signed by all parties hereto or then- successors.
  
11. Authorization. The parties hereto warrant that they are fully authorized to execute the Agreement and have taken all actions necessary to obtain such authorizations.
  
12. Severability. Should any part, term, portion or provision of the Agreement be finally decided to be in conflict with any law of the United States or of the State of Colorado, or otherwise be unenforceable or ineffective, the validity of the remaining parts, terms portion or provision shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intend to enter into in the first instance.
  
13. Notices. All notices required hereunder shall be deemed delivered to the parties five (5) calendar days after mailing the same, postage prepaid, by certified mail, return receipt requested, and addressed as follows:

To Town: Town of Mountain Village

To Owner:



Attn: Town Attorney  
PO Box 97  
Mountain Village, CO 81435

Gold Hill Holding, LLC  
488 N 1420 E  
Provo, UT 84606

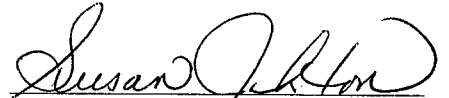
The parties hereto have executed this Agreement as of the Effective Date.

TOWN OF MOUNTAIN VILLAGE

ATTEST



Kim Montgomery, Town Manager  
*2e DUNNAL , ATM*



Susan Johnston, Town Clerk

Approved as to Form:

*Paul Wisor*

Paul Wisor, Town Attorney



OWNER:

Gold Hill Holding, LLC  
a Colorado, LLC

By: *[Signature]*

Date: 6/15/2021

Printed Name: Thomas Scruton  
Title: Member, Gold Hill Holding, LLC

STATE OF Utah )  
  ) SS.  
COUNTY OF Utah )

Acknowledged and subscribed to before me this 15<sup>th</sup> day of June, 2021 by  
\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_  
a \_\_\_\_\_.

Witness my hand and official seal.

*[Signature]*  
Notary Public

