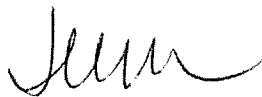


**PROOF OF PUBLICATION**

STATE OF COLORADO    )  
  )  
COUNTY OF EAGLE     )

I, Jenny Rakow, Town Clerk for the Town of Eagle, do solemnly swear and affirm that I published in full a true and correct copy of TOWN OF EAGLE, COLORADO ORDINANCE NO. 07 (Series of 2021) AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT FOR THE HAYMEADOW DEVELOPMENT TO RENOVATE AN EXISTING CABIN CURRENTLY LOCATED IN OPEN SPACE TO THE EAST OF NEIGHBORHOOD D AS AN EVENT SPACE AND TO SWAP THIS OPEN SPACE PARCEL WITH LAND EQUAL IN SIZE AND DESIRABILITY” on the Town of Eagle’s web site, [www.townofeagle.org](http://www.townofeagle.org), on the 27<sup>th</sup> day of May, 2021.

Witness my hand and seal this 27<sup>th</sup> day of May 2021.



Jenny Rakow  
Town Clerk



Ordinance Effective Date:  
June 7, 2021

**TOWN OF EAGLE, COLORADO**  
**ORDINANCE NO. 07**  
**(Series of 2021)**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT FOR THE HAYMEADOW DEVELOPMENT TO RENOVATE AN EXISTING CABIN CURRENTLY LOCATED IN OPEN SPACE TO THE EAST OF NEIGHBORHOOD D AS AN EVENT SPACE AND TO SWAP THIS OPEN SPACE PARCEL WITH LAND EQUAL IN SIZE AND DESIRABILITY

WHEREAS, Abrika Properties, LLC and the Town own the real property described as Tracts E, 37, 38, 44, 55, 59, 61, 62 and 63, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on October 26, 2020, Rick Pylman (the "Applicant") submitted an application for an amendment to the existing Planned Unit Development (the "PUD Amendment") for the Property to renovate the cabin as an events space and to swap the existing open space parcel with land equal in size and desirability (the "Application");

WHEREAS, on March 2, 2021 and April 6, 2021, the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council approve the PUD Amendment with conditions;

WHEREAS, on April 27, 2021 and May 25, 2021, the Town Council held a properly-noticed public hearing on the Application;

WHEREAS, the Applicant has agreed to the conditions recommended by the Planning and Zoning Commission, by way of a separate Development Agreement in the form attached hereto; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The Town Council finds that the Application complies with Chapters 4.07 and 4.11 of the Eagle Municipal Code (the "Code") and the 2010 Eagle Area Comprehensive Plan.

Section 2. Based on the foregoing findings, the Town Council hereby approves the PUD amendment as set forth in the Application.

Section 3. The Town Council hereby approves the Development Agreement in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon

such approval, the Mayor is authorized to execute the Development Agreement on behalf of the Town.

Section 4. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that anyone, or part, or parts be declared unconstitutional or invalid.

Section 5. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON MAY 25, 2021.

TOWN OF EAGLE, COLORADO

\_\_\_\_\_  
Scott Turnipseed, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Rakow, Town Clerk



**DEVELOPMENT AGREEMENT**  
**(Haymeadow Cabin)**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into and made effective as of the 25 day of May, 2021 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and ABRIKA PROPERTIES, a Florida limited liability company with an address of 8250 Southwest 27<sup>th</sup> Avenue, Ocala, Florida 34476 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer and the Town own the real property described as Tracts E, 37, 38, 44, 55, 59, 61, 62 and 63, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on March 25, 2014, the Town approved an Annexation and Development Agreement (the "ADA") for the Property, which ADA was amended on February 27, 2018 and March 12, 2019, and the ADA as amended controls the future development of the Property;

WHEREAS, on October 26, 2020, Rick Pylman (the "Applicant") submitted an application for an amendment to the existing Planned Unit Development for the Property to renovate the cabin as an events space and to swap the existing open space parcel with land equal in size and desirability (the "PUD Amendment"); and

WHEREAS, the Parties wish to set forth the terms under which the PUD Amendment will proceed, without affecting the terms of the ADA, as amended.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Developer's Obligations. Developer agrees to the following with respect to the PUD Amendment:
  - a. When water and wastewater lines are within 400' of the property on which the cabin is located, on-site water and wastewater shall be required to connect to such lines within 2 years.
  - b. Prior to submitting an application for any building permits for the cabin, Developer shall work with the Town to create a plan for addressing any potential disputes or conflicts between events held at the cabin and trail users and to determine appropriate access easements, signage and other requirements for the Haymaker Trail re-route, recognizing that the trail shall not be closed to avoid such conflicts.
  - c. Developer shall work with the Town to amend the temporary trail extension agreement for the Extra Credit trail by requiring a 2-year notice of termination.

d. On-site parking shall be limited to 20 spaces, and shuttles shall be required for special events that generate more than 20 vehicles. Prior to submitting an application for any building permits for the cabins, Developer shall provide the Town with a site plan for the cabin showing the parking and designating the 20 parking spaces.

e. Outdoor events at the cabin shall be seasonal and only permitted from May 1<sup>st</sup> through October 31<sup>st</sup>.

f. Prior to submitting an application for any building permits for the cabin, Developer shall work with Eagle County and Town staff to determine necessary improvements for the left-turn lane on Brush Creek Road to the cabin access road, and any such improvements shall be complete prior to the commencement of any special events at the cabin site.

g. Within one year of the Effective Date, Developer shall submit an application for subdivision and development permit of the cabin parcel.

h. Developer shall dedicate to the Town the open space adjacent to Neighborhood D as outlined in the development plan in the first Subdivision Final Plat for any property in Neighborhood D.

2. ADA. This Agreement shall not affect or modify any term of the ADA; provided that, if a conflict arises between this Agreement and the ADA, this Agreement shall control.

3. Miscellaneous.

a. *Assignment*. This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

b. *Governing Law and Venue*. The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Eagle County, Colorado.

c. *No Third-Party Beneficiaries*. There are no intended third-party beneficiaries to this Agreement.

d. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

e. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

f. *Governmental Immunity*. Nothing herein shall be construed as a waiver of any protections or immunities of the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

g. **No Joint Venture.** Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

h. **Integration.** This Agreement constitutes the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.


i. **Recordation.** This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

  
Scott Turnipseed, Mayor

ATTEST:

  
Jenny Rakow, Town Clerk



ABRIKA PROPERTIES

  
\_\_\_\_\_

STATE OF FLORIDA     )  
                                  )ss.  
COUNTY OF BROWARD    )

Subscribed and sworn to before me this 22<sup>nd</sup> day of May, 2021, by Brandon Cohen as President of Abrika Properties.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 12/25/21

  
\_\_\_\_\_



Ryan Mendel  
Commission #GG170841  
Expires: December 25, 2021  
Bonded thru Aaron Notary