



**TOWN OF
BRECKENRIDGE**

Town Council Work Session
Tuesday, March 12, 2024, 3:00 PM
Town Hall Council Chambers
150 Ski Hill Road
Breckenridge, Colorado

THE TOWN OF BRECKENRIDGE CONDUCTS HYBRID MEETINGS. This meeting will be held in person at Breckenridge Town Hall and will also be broadcast live over Zoom. Login information is available in the calendar section of our website: www.townofbreckenridge.com. If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 547-3127, at least 72 hours in advance of the meeting.

I. PLANNING COMMISSION DECISIONS (3:00-3:05pm)

Planning Commission Decisions

II. LEGISLATIVE REVIEW (3:05-4:20pm)

Subordination Agreement for Stables Village (Second Reading)

Ordinance to Adopt New Water Rents (Second Reading)

Code Updates to Policy 22A and Policy 48A Regarding Defensible Space (First Reading)

Demolition By Neglect Ordinance (First Reading)

BGV Development Agreement (First Reading)

Resolution to Adopt Three-Mile Plan (Resolution)

III. MANAGERS REPORT (4:20-4:50pm)

Public Projects Update

Mobility Update

Sustainability Update

Housing and Childcare Update

Open Space Update

Committee Reports

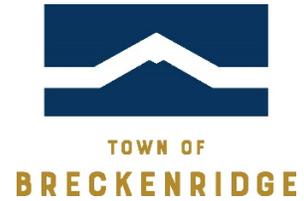
Breckenridge Events Committee

IV. PLANNING MATTERS (4:50-6:15pm)

Blue River Pathways

Historic Sheds Grant Program

Entrada Annexation Discussion



Memo

To: Breckenridge Town Council Members
From: Mark Truckey, Director of Community Development
Date: March 6, 2024
Subject: Planning Commission Decisions of the March 5, 2024 Meeting

DECISIONS FROM THE PLANNING COMMISSION MEETING, March 5, 2024:

CLASS A APPLICATIONS: None.

CLASS B APPLICATIONS: None.

CLASS C APPLICATIONS:

1. Popov Residence, 20 Rounds Rd., PL-2024-0024

A proposal to construct a new single family residence with 5,999 sq. ft. of density, 6 bedrooms, 5.5 bathrooms, and a 3+ vehicle garage. *Called up and approved.*

TOWN PROJECT HEARINGS: None.

OTHER: None.

PLANNING COMMISSION MEETING

The meeting was called to order at 5:32 pm by Chair Leas.

ROLL CALL

Mike Giller	Mark Leas	Allen Frechter	Susan Propper
Ethan Guerra	Steve Gerard	Elaine Gort	

APPROVAL OF MINUTES

With the below changes, February 20, 2024 Planning Commission Minutes were approved.

Page 8 of packet, page 6 of minutes, Steve Gerard stated, “as well as historic buildings we’re” change to “were” not “we’re.”

APPROVAL OF AGENDA

With no changes, the March 5, 2024 Planning Commission Agenda was approved.

PUBLIC COMMENT ON HISTORIC PRESERVATION ISSUES:

- No comment

CONSENT CALENDAR:

1. Popov Residence (EM), 20 Rounds Rd., PL-2024-0024

Mr. Gerard made a motion to call up the Popov Residence project, seconded by Ms. Propper. The motion passed 7 to 0 and the project was called up.

Ms. Muncy gave a short presentation of the project, a proposed new single-family residence of 5,999 sq. ft. with 6 bedrooms, and 5.5 bathrooms.

Mr. Frechter: No questions.

Ms. Gort: No questions.

Mr. Gerard: I do not favor these long driveways when there is an alternative of a shorter option. This one seemed unique for the reason I will refer to as “cutting” if you look at the middle third of the driveway they are proposing to cut into 6-8 ft of hillside where there might be less site-disturbance if there were a retaining wall. It looks like a 6 ft section of the hillside will be scraped. If you review 7R, retaining walls in Section C. retaining walls are preferred rather than a cut. (Ms. Muncy: Some of this is necessary to get the correct grade for the driveway. The property owner is trying to minimize the use of retaining walls and the site disturbance of the driveway.) I am troubled by wanting to shave off the hillside instead of a retaining wall, which will contribute to runoff. 7R Section A. says minimize site disturbance rather than cutting they should have some retaining walls. Is there a policy or anything we can look at that says they should not have to put in a retaining wall? (Mr. Kulick: There is nothing that says they must have retaining walls; they are only recommended. This applicant has been on the other end of the circumstance where this Commission has assigned negative points to retaining walls when they are excessive for the driveway. I think the cut and fill language in the code was intended to prevent benching sites for the home itself not necessarily for a driveway installation. The majority of impacts from this project are from the subdivision itself and the homesite. We have assigned a fairly substantial negative four points to this project recognizing that the driveway could be built differently but that they have minimized the use of retaining walls.)

- Mr. Leas: You are saying that the negative points assigned considers the site disturbance from the driveway? (Mr. Kulick: Yes, and Staff would not recommend additional points for this project.)
- Mr. Gerard: I would not recommend additional points. I would recommend a retaining wall. I think this is cost Engineering and they would rather have the hillside erode than build a retaining wall.
- Mr. Giller: This driveway is cut on both sides, 2-3 ft and 3-4 ft on either side. It is a large trench to stay at the 8 percent grade. This is an odd design and will look less appealing when it is completed. (Ms. Muncy: This design is trying to solve several issues: they are forced to enter the site on the right side because of the steep slope, they are attempting to minimize the curvature and length of the driveway, and avoid previously planted trees.)
- Mr. Guerra: I concur with the staff that it does meet the 7R requirements. I try to reduce rock walls if possible, they stand out visibility wise and they are problematic when trying to plow. I would prefer to see this driveway with grading set back, visually, rather than a large rock retaining wall. I think we are over the top on erosion control measures. On big projects it can be an issue but less so on smaller projects like this home. I understand that others have problems with the long driveways but I think the visual impact here is less than a rock wall.
- Mr. Giller: Can Ms. Muncy speak to the revegetation requirements? (Ms. Muncy: They are proposing some additional landscaping above the driveway and the area will be required to be revegetated with a new layer of topsoil and native seed mix.) There is a 2:1 slope max.
- Ms. Propper: No comments.
- Mr. Frechter: I went and looked at the site. There is a steep berm from the road so I think the driveway will have little visibility from the roadway. It will be a bobsled run coming down the driveway in the winter but that is the owner's issue.
- Ms. Gort: No comments.
- Mr. Gerard: We have a conflict here with the code saying we should recommend retaining walls rather than cuts.
- Mr. Guerra: No additional comments.
- Mr. Giller: No additional comments.
- Ms. Propper: No additional comments.
- Mr. Leas: No additional comments.

Andy Stabile, Allen Guerra Architecture, Applicant: This is a very tricky site. We had several versions of the driveway to show the HOA and this was the version that was most agreeable. We had to contour that way to make the slope. Both sides of the argument were discussed here; we tried to minimize the amount of retaining wall from a visual perspective so we did end up grading back a bit. If it is the Commission's request we could add some additional retaining walls to reduce the overall site disturbance. This was less of a money-savings decision and more of a visual decision.

The project was opened for public comment. There were no comments and the comment period was closed.

Ms. Gort made a motion to approve the project with the attached findings and conditions, seconded by Mr. Gerard. The motion passed 7 to 0 and the project was approved.

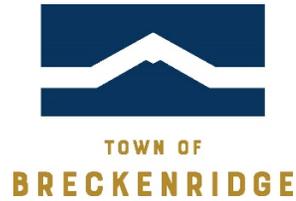
OTHER MATTERS:

1. Town Council Summary

ADJOURNMENT:

The meeting was adjourned at 6:13 pm.

Mark Leas, Chair



Memo

To: Breckenridge Town Council Members
From: Melanie Leas, Housing Project Manager and Laurie Best Housing Manager
Date: 3/6/2024 (For March 12, 2024 Meeting)
Subject: Second Reading-Bill for an Ordinance Approving Agreement Relating to Development and Subordination-Stables Village Development

The Town received a request from Stables Village LLC (Developer) and First Bank to execute a Subordination Agreement pertaining to the Stables Village Homes LLC financing for the Stables Village project. This Agreement will enable the Developer to obtain financing from 1stBank (\$20m) for the completion of the first phase (37 units). Because this Agreement assigns development rights to the lender in event of a default, an Ordinance is necessary. The Council approved the bill on first reading on February 27, 2024 and there are no changes since first reading.

Summary

Staff fully supports the Agreement as presented and recommends approval of this Bill to facilitate the Developers financing.

COUNCIL BILL NO. ____

SERIES 2024

A BILL FOR AN ORDINANCE APPROVING A SUBORDINATION AGREEMENT WITH FIRST BANK PERTAINING TO STABLES VILLAGE HOMES LLC FINANCING FOR THE STABLES VILLAGE PROJECT.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

Section 1. That the Town Council of the Town of Breckenridge hereby approves the Agreement Relating to Development and Subordination attached hereto as **Exhibit A**.

Section 2. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 27th day of February, 2024. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 12th day of March, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____
Kelly Owens, Mayor Pro Tem

ATTEST:

Helen Cospolich, CMC,
Town Clerk

After recording return to:
FirstBank
Attn: Loan Operations
12345 West Colfax Avenue
Lakewood, CO 80215

AGREEMENT RELATING TO DEVELOPMENT AND SUBORDINATION

THIS AGREEMENT RELATING TO DEVELOPMENT AND SUBORDINATION (this “Agreement”) dated _____, 2024 (the “Effective Date”), is by and among the TOWN OF BRECKENRIDGE, COLORADO, a Colorado home rule municipality (the “Town”), STABLES VILLAGE HOMES LLC, a Colorado limited liability company (“Borrower”), and FIRSTBANK, a Colorado state banking corporation (“Lender”).

RECITALS

A. On or about May 15, 2023, the Town and Stables Village, LLC, a Colorado limited liability company, as a predecessor in interest to Borrower, entered into that certain Stables Village Project Agreement (“Project Agreement”), related to the construction of workforce housing (the “Project”) on the real property more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”).

B. The Property is subject to a Master Plan (PL-2023-0034) approved by the Town on April 11, 2023, commonly known as the Stillson Master Plan .

C. On October 10, 2023, the Town conveyed to the Borrower, a portion of the Property (Phase I of the Project, which included Phase 1A and Phase 1B per the budget documents and Tracts A, B, and C, collectively referred to herein as, “Phase 1 Property”) in consideration for the agreements set forth in the Project Agreement and for construction of the [thirty-seven homes comprised of 18 townhome units, 16 duplexes, and 3 single family homes] (“Phase 1 Project”).

D. In connection with the conveyance of the Phase 1 Property to Borrower, also on October 10, 2023, the Town and Borrower entered into a Restrictive Housing Covenant and Notice of Lien for Stables Village, Summit County, Colorado recorded with the Clerk and Recorder at Reception No. 1319331 on October 18, 2023 (the “Restrictive Covenant”). Also in connection with the conveyance of the Phase 1 Property to Borrower, the Town and Borrower entered into the Public Improvements, Site Work, and Infrastructure Construction Agreement dated August 15, 2023 (“Improvement Agreement”).

E. On or about even date herewith, Lender will close a construction loan to Borrower in an original principal amount of [approximately Twenty Million and No/100ths Dollars (\$20,000,000.00)] to fund a portion of the costs of the Phase 1 Project (“Loan”). The Loan is secured by, among other things, that certain Deed of Trust dated on or about even date herewith and recorded in the Records on _____ at Reception No. _____

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and Assignment of Leases, Rents, and other Rights dated on or about even date herewith and recorded in the Records on _____ at Reception No. _____ (collectively, the “Deed of Trust”), encumbering the Phase 1 Property. The Deed of Trust, together with any and all agreements, documents, writings or instruments which evidence and/or secure the Loan, as the same may be extended, consolidated, amended, modified, supplemented, or restated are collectively referred to herein as the “Loan Documents.”

F. As a condition precedent to closing and advancing the Loan, Lender requires the parties execute and deliver this Agreement and the Borrower and Town wish to execute and deliver this Agreement. Capitalized terms not defined herein shall have the meanings ascribed in the Loan Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to enter into the transactions contemplated by the Loan Documents, Borrower, Lender and the Town agree as follows:

1. Consent to Loan. The Town hereby consents to the Loan and agrees that the Loan meets the conditions of the Project Agreement for an “Encumbrance” as defined in Section 16 of the Project Agreement.

2. Collateral Assignment of Development Rights and Project Agreement. As additional collateral for the Loan, Borrower has collaterally assigned to Lender all of Borrower’s right, title, and interest in and to the Project Agreement and any and all vested development rights under C.R.S. § 24-68-101 *et seq.*, development rights issued, granted, conveyed, or accruing to Borrower in connection with the Phase 1 Project, including, without limitation, all rights, benefits, approvals, variances and exemptions (collectively, with the Project Agreement, the “Development Rights”) and the Borrower has collaterally assigned the Improvement Agreement. The Town, upon demand from Lender as a result of Borrower’s uncured default under the Loan Documents, will recognize and accept Lender as the holder of the Development Rights and the Improvement Agreement for any and all purposes relating to Phase 1 Project as fully as it would recognize and accept Borrower and the performance of Borrower thereunder. Following a default or an Event of Default under the Loan Documents, without further notice or demand and without the necessity for any action and at Borrower’s sole cost and expense, (i) the Town upon written notice from Lender of the occurrence of a default or an Event of Default, shall be and is hereby authorized by Borrower to allow Lender to perform under the Project Agreement and the Improvement Agreement in accordance with the terms and conditions thereof without any obligation to determine whether or not such default or Event of Default has in fact occurred or is continuing, (ii) Lender is entitled to exercise all rights of Borrower under the Project Agreement and Improvement Agreement; and (iii) if Lender does so perform under either of the Project Agreement or the Improvement Agreement, Town shall not find a default of the Project Agreement or the Improvement Agreement merely on the basis of Lender assuming Borrower’s rights and responsibilities thereunder. Any amounts collected by Borrower or Lender under the Project Agreement or the Improvement Agreement after the occurrence of a default or

Event of Default by Borrower under the Loan Documents shall be applied in accordance with the provisions of the Loan Documents.

3. Subordination. Notwithstanding anything to the contrary set forth in the Project Agreement, the reverter obligations of Borrower set forth in Paragraph 13 of the Project Agreement and the termination rights set forth in Section 28 (individual, or collectively, as the context may require, the “Reverter and Termination Provisions”) (a) are hereby subordinated to Lender’s Deed of Trust, and if Lender shall complete a foreclosure of the lien of the Deed of Trust, or accept a deed in lieu thereof, such Reverter and Termination Provisions automatically terminate and shall be deemed null and void and of no further force or effect, and (b) are subject to the repayment of the Loan in full, until such time as the Loan is paid in full at which time the Lender’s Deed of Trust shall be released from the Property. In no event shall the Property be reconveyed by Borrower without payment of the Loan in full. In consideration of the terms in this Agreement, the parties agree upon Lender or its successors or assigns becoming an owner of the Property whether through foreclosure, deed in lieu thereof, or otherwise, Lender or its successors or assigns is entitled and has development authority from the Town to complete the Phase 1 Project in accordance with all of its customary requirements for developments under the authority of the Town, including issuances of permits, which approval shall not be unreasonably delayed or withheld by the Town, and/or Lender is entitled to sell any part of or the whole Property subject to the Stillson Master Plan and applicable land use guidelines. It being acknowledged by the Town that after the Lender or its successor or assigns is the owner of the Property, Town has no right to withhold permits, authorizations, or verifications of completeness of Phase 1 for the reason that the Phase 1 Project except the Town has the full right and authority to withhold permits, authorizations or verifications if the Property does not comply with the Town’s customary requirements for developments and in accordance with the Stillson Master Plan and applicable land use guidelines.

4. Restrictive Covenant. The Town acknowledges and agrees that the Restrictive Covenant and any Notice of Lien (as defined in and in the form attached to the Restrictive Covenant) between Town and Borrower are hereby irrevocably made and shall be subject and unconditionally subordinate to the Loan Documents, including, without limitation, (A) the liens created by the Deed of Trust and any and all renewals, extensions, modifications, assignments, replacements, or consolidations thereof; (B) all of the terms, covenants and conditions contained in the Loan Documents, including, without limitation, any and all of such advances, interest, expenses, charges and fees that are secured by the Deed of Trust and rights, privileges, and powers of Lender under the Loan Documents and all renewals, extensions, modifications, assignments, replacements, or consolidations thereof; and (C) the liens, terms, covenants and conditions contained in any security or loan documents (including, without limitation, any and all advances, interest, expenses, charges and fees) of any commercial lender who shall hereafter refinance the Loan in an amount equal to or less than all of the amount to pay in full Loan at such time of refinance. Upon Lender’s foreclosure of the Deed of Trust or deed in lieu thereof, the Restrictive Covenant and any Notice of Lien shall automatically terminate and shall be deemed null and void and of no further force or effect.

5. Town Agreements. Notwithstanding any provision in the Project Agreement to the contrary, without prior written approval of the Lender during the Standstill Period, the Town

will standstill from (i) proceeding with or assuming any responsibilities of the Borrower under the Project Agreement (except to complete the Public Improvements); (ii) entering the Property without an easement or license approved in writing by Lender which approval will not be unreasonably withheld (except for the purposes of constructing the Public Improvements, or as is customarily required for developments under the authority of the Town for inspections for issuances of permits or verifications of completion of improvements or for authorized governmental functions of the Town); (iii) taking possession of the Project, materials or any equipment relating to the Project; or (iv) terminating the Project Agreement. For purposes of this subsection 5 and otherwise in the Agreement, the “Standstill Period” means from the Effective Date and ending ninety (90) days after Lender’s receipt from the Town of written notice describing the Borrower’s default or event of default under the Project Agreement (“Town Default Notice”) or such longer time as Lender may need if within ninety (90) days of receipt of the Town Default Notice, Lender shall deliver to Town evidence that it has (x) commenced an action for appointment of receiver; (y) commenced foreclosure; or (z) is pursuing a cure for the event of default or default described in the Town Default Notice.

6. Estoppel. The Town and Borrower represent and warrant that all of the following are true:

(a) The “Master Plan” as defined in the Project Agreement has been approved by the Town;

(b) The budget for Phase 1 has been approved by the Town and the Town will be contributing \$11,100,000.00 to the costs of construction for Phase 1 Project which the Town and Borrower agree will be expended in full for costs of the Phase 1 Project before the Borrower is entitled to draw on the Loan;

(c) Neither the Town or Borrower have a right to terminate the Project Agreement pursuant to Section 9 of the Agreement with respect to the Phase 1 Project and if the Project Agreement shall be terminated with respect to any future phase of the Project, the Project Agreement still remains with respect to the Phase 1 Project;

(d) The Town has approved the plans and specifications for the Phase 1 Project and all of the public improvements required for the development of the Phase 1 Project have been approved;

(e) As of the Effective Date, the Project and any and all applications, plans, agreements and other required submittals in connection with the Project comply with all zoning and land use approvals of the Town, including site plan approvals and the site plan has been approved, and there are no conditions remaining outstanding for the Town approval of the site plan;

(f) The Project Agreement is in full force and effect and has not been modified, amended or assigned other than pursuant to this Agreement;

(g) The Improvement Agreement is in full force and effect and has not been modified, amended or assigned other than pursuant to this Agreement;

(h) Neither Town nor Borrower is in default under any of the terms, covenants or provisions of the Project Agreement, and the Town knows of no event or circumstance

which, with the passage of time or the giving of notice, or both, would constitute an event of default under the Project Agreement;

(i) Neither Town nor Borrower has commenced any action or given or received any notice for the purpose of terminating the Project Agreement; and

(j) The Town has the full power and authority to enter into this Agreement.

7. No Amendments or Termination. The Town and Borrower agree that the Project Agreement shall not be terminated, amended or modified without the prior written consent of Lender.

8. Notices to Lender and Town. Borrower and the Town, respectively agree to provide Lender with any and all notices delivered between them in connection with the Project and under the Project Agreement.

9. Repayment of Loan.

(a) The Town and the Borrower acknowledge that the Loan Documents require at all times that the Loan proceeds left to be drawn pursuant to the Loan Documents together with Borrower's equity paid into the Phase 1 Project are sufficient to complete construction the Phase 1 Project. If the remaining Loan funds plus Borrower's equity paid into the Phase 1 Project are insufficient to fund the Phase 1 Project, Lender will send notice thereof to Borrower and the Town ("Budget Shortfall Notice"). Upon receipt of the Budget Shortfall Notice, if Borrower shall not fund the shortfall set forth therein, the Town will fund the shortfall, subject to Paragraph 10 of this Agreement.

(b) In the event of default under the Loan which is uncured by the Borrower for ninety (90) days, Town will pay the Loan in full, including without limitation all fees, costs, interest, and principal, subject to Paragraph 10 of this Agreement. Upon receipt of payment of the Loan, Lender will release the lien of the Deed of Trust and this Agreement will terminate. Borrower authorizes and the Lender agrees to accept the payment in full of the Loan from the Town.

10. Annual Appropriation. Any payment of the Loan or other financial obligation of the Town under this Agreement payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Town Council of the Town of Breckenridge, Colorado. If sufficient funds shall not be made available, the Town shall have no financial obligation hereunder. The Town's obligations hereunder shall not constitute a general obligation indebtedness or multiple-year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

11. Further Assurances. So long as the Deed of Trust shall remain a lien upon the Property or any part thereof, the parties hereto, and their respective successors or assigns, shall execute, acknowledge and deliver, promptly after being requested to do so any and all further instruments in recordable form reasonably requested by the requesting party for the purpose of confirming and carrying out the purpose and intent of the foregoing covenants. Promptly upon repayment in full of the Loan, Lender will release the lien of the Deed of Trust, unless Lender determines in its reasonable discretion that any such repayment of the Loan may be considered a

“preference” as such term is used by applicable bankruptcy law or may otherwise be set aside or subject to return or recovery. Upon the release of the Deed of Trust, this Agreement shall be deemed to have terminate.

12. Notices. Any notice from Lender to Borrower, or Borrower to Lender, shall be given in the manner set forth in the Loan Documents. Any notice from the Town to Lender, or Lender to the Town, shall be in writing, shall be given by certified mail, return receipt requested, by Federal Express or other nationally recognized overnight delivery service, or delivered by hand, addressed as follows, or at such other address as a party entitled to receive notices hereunder (a “Notice Party”) may notify the other Notice Parties in writing:

If to the Town: Town of Breckenridge
Attn:

With a Copy to: _____

If to Lender: FirstBank
Attn: Presley Ilieva
12345 West Colfax Avenue
Lakewood, Colorado 80215

With a Copy to: Lewis Roca Rothgerber Christie LLP
Attn: Lindsay McKae, Esq.
1601 19th Street, Suite 3000
Denver, Colorado 80202

Any notice given hereunder if given by certified mail will be deemed received when delivered, or if delivery is refused, when delivery is first attempted in the ordinary course. Any notice sent by hand delivery shall be deemed received when actually received. Any notice sent by Federal Express or any nationally recognized overnight courier service shall be deemed received one business day after having been deposited with such overnight courier service if designated for next business day delivery.

13. Specific Performance and Injunctive Relief. Notwithstanding the availability of any other remedies, the non-defaulting party hereunder shall be entitled to obtain specific performance, mandatory or prohibitory injunctive relief, or other equitable relief requiring any defaulting party to cure any breach by it of the terms of this Agreement or refrain from repeating any breach or default hereunder

14. No Waiver, Remedies. No failure on the part of a party hereto to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of that right or any

other right (except as specifically referenced in this Agreement); nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. All remedies are cumulative and not exclusive of any remedies provided by law or in equity. The failure at any time of the Town, Lender, or Borrower to timely comply with this Agreement shall constitute a default. No waiver of any provision of this Agreement shall be effective against any party hereto unless the waiver is in writing and signed by the party against whom the waiver shall apply and shall be a waiver only with respect to the specific instance involved, nor shall the same establish a course of conduct.

15. Modification of Loan Documents. No renewal or extension of time of payment or modification of the Loan Documents, no release or surrender of security for the payment thereof, no delay in the enforcement of payment thereof and no delay or omission in exercising any right or power under the Loan Documents, shall in any manner impair or adversely affect the rights of Lender under this Agreement. The Town hereby waives any further notice of the creation, existence, extension or renewal of the Loan or of any modification of the Loan or of any other actions or matters of any nature whatsoever in connection with the Loan.

16. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their successors and assigns.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement may be signed in any number of counterparts, all of which will constitute an original, and all of which when taken together shall constitute one instrument.

(d) Any action concerning this Agreement may be brought in the Colorado District Court for the county in which the Property is located and the parties hereto hereby agree that all claims in respect of any such action or proceeding may be heard in any of the courts described above.

(e) No provision of this Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(f) If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable and there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

(g) Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement. The Recitals to this Agreement and all exhibits referenced herein are incorporated herein and made a part of this Agreement.

[Remainder of Page Intentionally Left blank]

IN WITNESS WHEREOF, this Agreement Relating to Development and Subordination is executed as of the date and year set forth above.

LENDER:

FIRSTBANK,
a Colorado state banking corporation

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____, as _____ of FirstBank, a Colorado state banking corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: _____.

[S E A L]

Notary Public

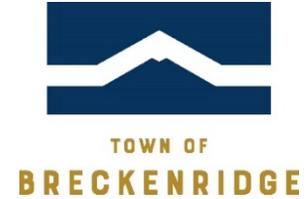
EXHIBIT A

The Property

Legal Description

Memo

To: Breckenridge Town Council Members
Cc: Shannon Haynes – Town Manager
From: James Phelps – Director Public Works
Date: 3/6/2024 (for March 12, TC meeting)
Subject: A Bill for Ordinance (Second Reading) Amending Title 12 – Municipal Water System, pertaining to water service charges.



There have been no changes to the attached ordinance from the First Reading.

The Town of Breckenridge water utility is responsible for providing safe drinking water for the Town and surrounding service areas. The 2024 Adopted Budget included new water rates and fee structure. The ordinance attached for 1st Reading will amend Title 12 to reflect these water rate and fees increases. The revised water rates and fee changes became effective in January 2024. The rate and fee increases will annually increase by the below percentages.

The increases of water rates and fees were presented and approved by the Town Council (February 2023). The approval deferred the rates and fee changes to be effective January 2024. Raftelis, a local government and utility management consulting firm conducted the water rates analysis. The water rate analysis did propose the water rates revert to 5% for calendar year 2028.

The ordinance revises: definition, rates, usages, and fee service charges as follows:

1. 12-1-06 - Billing Cycle definition. Change from a bi-monthly to a monthly billing.
2. 12-4-11 – Gallons per billing cycle and Base User Fee updated, including Tier I and Tier II with Excess Usage
3. 12-4-12 – Non-Residential Water Rates (Commercial) revised to Base Fee/1000gallons. Usage is base rate with no meter sizing calculation.
4. 12-4-13 – Mixed Use Water1 - Eliminates the previously assessed excess use charge for mixed use properties.
5. 12-4-14 – Bulk Water 10% increase
6. 12-4-20 – Water Service Maintenance Fee – The bi-monthly cost was \$12.00. Accounting for the change to monthly billing, the \$6.00/month fee is increased by 5% to \$6.30/month/
7. 12-4-21 – Fee for paper Statements – Fee increasing from \$15.00/bi-monthly to \$10/month, which will cover the Town’s increased expenses.
8. 12-4-23 – Annual adjustment of certain fees and charges
9. 12-5-6-1- Out of Town Water Service – WSMF - Out of Town Service 5% increase

Staff will be available to address questions of the Town Council.

1 COUNCIL BILL NO. ____

2
3 Series 2024

4
5 **A BILL FOR AN ORDINANCE AMENDING THE CODE PERTAINING TO**
6 **WATER SERVICE CHARGES.**
7

8 **WHEREAS**, in February of 2022, the Town of Breckenridge commissioned a rate
9 study to be conducted by a third-party consultant, Raftelis, specializing in helping
10 communities fairly and equitably price utility services, to perform the study;

11 **WHEREAS**, Town Council created a committee that included members of the
12 Council and representatives from the community, including commercial and residential
13 stakeholders, to provide policy guidance and feedback on the process;

14 **WHEREAS**, Town staff gathered historical data along with budget figures and
15 planned capital investments to provide underlying data to the consultant and committee
16 members;

17 **WHEREAS**, in November of 2023, the Town Council adopted the rates, charges,
18 and fees in the underlying study to be effective January 1, 2024; and,

19 **WHEREAS**, the Town Council is now updating the municipal code consistent
20 with the newly adopted rates, charges and fees.

21
22 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**
23 **TOWN OF BRECKENRIDGE, COLORADO:**
24

25 **Section 1.** That section 12-1-6 is amended to delete the language stricken to
26 read as follows:

27 **12-1-6: DEFINITIONS; GENERAL:**
28

29 BILLING CYCLE: A bimonthly billing period for water charges incurred at a water using
30 property during such time period. The billing cycle shall be established by the finance
31 director.

32 **Section 2.** That section 12-4-11 is amended to delete the language stricken

1 and add the language underlined to read as follows:

2 **12-4-11: WATER USER FEES; RESIDENTIAL:**

3 A. The in Town base rate user fee for all residential water users, regardless of the size
4 of the water meter, includes a usage allowance of not to exceed ~~ten~~three thousand
5 (403,000) gallons of water per SFE per billing cycle, and shall be computed according to
6 the following table:

Water Use Date	Base User Fee
Effective January 1, 2016 <u>24</u>	\$34.45 <u>26.66</u> per billing cycle per SFE

7 B. In addition to the base user fee set forth in subsection A of this section, each in
8 Town residential water user shall pay an excess use charge for each one thousand
9 (1,000) gallons of metered water, or fraction thereof, used per SFE per billing cycle in
10 excess of the usage allowance of ~~ten~~ three thousand (403,000) gallons of water per
11 SFE per billing cycle. The amount of the excess use charge shall be computed
12 according to the following table:

Water Use Date	Excess Use Charge
Effective January 1, 2016 <u>24</u>	<u>Tier 1: 3,001-10,000 gallons \$8.13</u> <u>Tier 2: \$5.25 > 10,000 gallons \$12.19</u>

13 **Section 3.** That section 12-4-12 is amended to delete the section stricken and
14 add the language underlined to read as follows:

15 **12-4-12: WATER USER FEES; NONRESIDENTIAL:**

16 A. The in Town base rate user fee, regardless of the size of the water meter, is
17 charged at a flat rate for each one thousand (1,000) gallons of metered water, or
18 fraction thereof, used per billing cycle, and shall be computed according to the following

1 ~~table: and the usage allowance per SFE per billing cycle for all nonresidential water~~
 2 ~~users shall be determined based upon the size of the water meter which connects the~~
 3 ~~water using property to the water system, as follows:~~

<u>Water Use Date</u>	<u>User Fee</u>
<u>Effective January 1, 2024</u>	<u>\$8.13 per 1,000 gallons per billing cycle</u>

4

5 ~~For water used commencing January 1, 2016:~~

Meter Size	Base Water Fee	Usage Allowance
	Per Account	Per Account (Gallons)
Less than 1 inch	\$ 39.46	13,000
1 inch	59.19	20,000
1 1/2 inch	103.29	35,000
2 inch	162.64	54,000
3 inch	312.72	105,000
4 inch	483.42	162,000
6 inch	949.84	318,000

6 (~~Ord. [33](#), Series 2015~~)

7 ~~B. In addition to the base user fee set forth in subsection [A](#) of this section, each in~~
 8 ~~Town nonresidential water user shall pay an excess use charge for water used in~~
 9 ~~excess of the usage allowance for the applicable meter size set forth in the table in~~

1 subsection A of this section. The amount of the ~~excess use charge for nonresidential~~
2 ~~water users shall be calculated at the same rate for each one thousand (1,000) gallons~~
3 ~~of metered water used, or fraction thereof, as the residential excess use charge set forth~~
4 ~~in subsection 12-4-11B of this chapter. (Ord. 30, Series 2005)~~

5 **Section 4.** That section 12-4-13 is amended to delete the language stricken
6 and add the language underlined to read as follows:

7 **12-4-13: WATER USER FEES; MIXED USE:**

8 The in Town ~~base rate user fee and the usage allowance~~ per billing cycle for all mixed
9 use water using properties shall be calculated based upon the predominant use of the
10 water using property as determined by the finance director. ~~In addition to the base user~~
11 ~~fee, each in Town mixed use water user shall pay an excess use charge of five dollars~~
12 ~~twenty five cents (\$5.25) per one thousand (1,000) gallons of metered water, or fraction~~
13 ~~thereof, used per billing cycle in excess of the applicable usage allowance.~~

14 **Section 5.** That section 12-4-14 is amended to delete the language stricken
15 and add the language underlined to read as follows:

16 **12-4-14: BULK WATER:**

17 The rate for each one thousand (1,000) gallons of bulk water sold by the town shall be
18 ~~twenty one~~ thirty two dollars and fifty cents ~~dollars~~ (\$~~21.00~~32.50). In addition, a
19 connection fee of one hundred dollars (\$100.00), and a one thousand dollar (\$1,000.00)
20 deposit shall be collected at the time of each bulk water sale. The damage deposit, less
21 any amount necessary to reimburse the town for damage to the town's water meter and
22 hydrant arising from the sale and delivery of the bulk water, shall be returned to the
23 purchaser of the bulk water within thirty (30) days after the sale.

24 **Section 6.** That section 12-4-20 is amended to delete the language stricken
25 and add the language underlined to read as follows:

1 **12-4-20: WATER SYSTEM MAINTENANCE FEE:**

2 There shall be included with each billing statement for water service, and there shall be
3 assessed and paid by each owner whose water using property was connected to the
4 town's water system during any portion of the billing cycle, in arrears, a WSMF fee in
5 the amount of ~~twelve~~six dollars and thirty cents (~~\$12.00~~6.30) per SFE per billing cycle.
6 The WSMF shall be a water charge within the meaning of section [12-1-6](#) of this title,
7 and shall be due and payable to the town at the same time and in the same manner as
8 other water charges are due and payable to the town under this chapter. Unpaid
9 WSMFs may be collected by the town as provided by chapter [6](#) of this title.

10 **Section 7.** That section 12-4-21 is amended to delete the language stricken
11 and add the language underlined to read as follows:

12 **12-4-21: FEE FOR PAPER STATEMENTS; ACCOUNT SETUP FEE:**

13 A. Commencing with the periodic billing statement issued by the town in ~~March~~
14 February 2024 (for water service provided during the months of January
15 February 2015 24), there shall be added to each paper billing statement mailed by the
16 town through the United States postal service, and there shall be assessed and paid by
17 the owner of the property that is the subject of the billing statement, a statement fee in
18 the amount of ~~fifteen~~ ten dollars (~~\$15~~10.00) per statement per billing cycle. The
19 statement fee shall be a water charge within the meaning of section [12-1-6](#) of this title,
20 and shall be due and payable to the town at the same time and in the same manner as
21 other water charges are due and payable to the town under this chapter. There shall be
22 no statement fee charged if the owner elects to have the billing statement delivered by
23 electronic means.

24 **Section 8.** That section 12-4-23 is amended to delete the language stricken
25 and add the language underlined to read as follows:

26 **12-4-23: ANNUAL ADJUSTMENT OF CERTAIN FEES AND CHARGES:**

27 A. On January 1 of each year, commencing in ~~2018~~24 and continuing thereafter, the
28 amount of the following fees and charges payable to the town pursuant to Chapter shall
29 be increased as follows:

1 1. On January 1, 2018~~24~~ the amount of the PIF to be paid to the town pursuant to
2 Section [12-4-3](#) shall be increased by an amount equal to ~~twenty~~ten (20~~10~~%) percent
3 of the previous year's PIF. ~~On January 1, 2019, and each year thereafter, the~~
4 ~~amount of the PIF to be paid to the town pursuant to Section [12-4-3](#) shall be~~
5 ~~increased by an amount equal to ten percent (10%) of the previous year's PIF.~~ The
6 increased PIF rate shall apply to all applications for water service that have not
7 been fully paid by the effective date of such rate increase.

8 2. The amount of the in Town base user fee for all residential water users to be
9 paid to the town pursuant to Section [12-4-11A](#) shall be increased by an amount
10 equal to (~~5~~10%) of the previous year's base user fee.

11 3. The amount of the excess use charge to be paid to the town pursuant to Section
12 [12-4-11B](#) shall be increased by an amount equal to ~~five~~ ten percent (~~5~~10%) of the
13 previous year's excess use charge.

14 4. Each of the in Town base user fees for all nonresidential water users to be paid
15 to the town pursuant to Section [12-4-12A](#) shall be increased by an amount equal to
16 ~~five~~ ten percent (~~5~~10%) of the previous year's base user fee.

17 5. The water service maintenance fee due to the town pursuant to Section [12-4-13](#)
18 shall be increased by an amount equal to five percent (5%) of the previous year's
19 fee.

20 6. The bulk water fee due to the town pursuant to Section [12-4-14](#) shall be
21 increased by an amount equal to ~~five~~ ten percent (~~5~~10%) of the previous year's bulk
22 water fee. The connection fee and deposit required by Section [12-4-14](#) shall not be
23 increased.

24 **Section 9.** That section 12-5-6-1 is amended to delete the language stricken
25 and add the language underlined to read as follows:

26 **12-5-6-1: WATER SYSTEM MAINTENANCE FEE:**

27 There shall be included with each billing statement for out of town water service, and
28 there shall be assessed and paid by each owner whose out of town water using
29 property was connected to the town's water system during any portion of the billing
30 cycle, in arrears, a WSMF in the amount of ~~twelve~~ six dollars and thirty cents

1 (~~\$12,006.30~~) per SFE per billing cycle. The WSMF shall be a water charge within the
2 meaning of section [12-1-6](#) of this title, and shall be due and payable to the town at the
3 same time and in the same manner as other water charges are due and payable to the
4 town under this chapter. Unpaid WSMFs due from out of town water users may be
5 collected by the town as provided by chapter [6](#) of this title.

6 **Section 10.** This ordinance shall be published and become effective as provided
7 by Section 5.9 of the Breckenridge Town Charter.

8

9 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
10 PUBLISHED IN FULL this ____ day of _____, 2024. A Public Hearing shall be held at
11 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
12 ____ day of _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
13 Building of the Town.

14

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

15

16

17

18

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By: _____
Kelly Owens, Mayor Pro Tem

21

22

23 ATTEST:

24

25

26

27

Helen Cospolich, CMC,
Town Clerk

28

29

30

31 ATTEST:

32

33

34



Memo

To: Town Council
From: Clif Cross, Planner II
Date: March 5, 2024 (for meeting of March 12, 2024)
Subject: First Reading: Defensible Space Code

Staff presented proposed code amendments to *Policy 22A: Landscaping* and *Policy 48A: Voluntary Defensible Space* during a Town Council worksession held on January 9, 2024 after holding two worksessions with the Planning Commission on June 20 and August 15, 2023. Previously, the Commission and Town Council requested staff review how the Town Code could be amended to align with the Firewise standards adopted by our community partners while preserving the visual buffers and scenic backdrops within the Town. The proposed changes would:

1. Create a new “Immediate” zone (0 – 5’)
2. Reorganize the existing zones to align closer with the Firewise standards.
3. Create a new map for policy implementation within and outside of the Downtown Core.

Based on comments from our community partners and Town Council members heard during the worksession on January 9, 2024, staff has amended the relevant sections of the two policies regarding Defensible Space below for consideration.

1. Added language regarding the removal of combustibles under architectural features within the Immediate zone (0-5’).
2. Removed allowance for mulch within landscape beds within the Immediate zone (0-5’).
3. Refined language regarding cutting plantings when irrigation is turned off within the Immediate zone (0-5’).
4. Created a voluntary opportunity for the implementation of a non-combustible, horizontal layer intended to reduce structural ignitability on properties within and outside of the Downtown Core.

The proposed changes in both Policy 22A Landscaping and Policy 48A Voluntary Defensible Space are specifically intended to provide guidance for implementing voluntary or involuntary defensible space on private property. There are no changes proposed to the procedural aspects completed by staff or when the implementation of defensible space is required by new construction or major remodels.

Staff Recommendation:

Staff recommends the Town Council approve the proposed Code amendments to Policy 22A and Policy 48A at first reading.

Staff will be available at the worksession to answer any questions.

A BILL FOR AN ORDINANCE AMENDING THE DEVELOPMENT CODE TO CREATE DEFENSIBLE SPACE FOR MITIGATION OF WILDFIRE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

Section 1. That a new definition be added to section 9-1-5, underlined to read as follows:

DOWNTOWN CORE: A delineated land area of the Town established by the Downtown Core Map located in Policy 22A and Policy 48A used to distinguish properties that require additional consideration of the site in regard to the implementation of Defensible Space.

Section 2. That beginning at subsection C., entitled Required Wildfire Mitigation, of section 9-1-19-22A: Policy 22 (Absolute) Landscaping, the section be amended by deleting the language stricken and adding the language underlined to read as follows:

C. Required Wildfire Mitigation:

1. The creation of defensible space around structures is required for all new construction and for major remodels¹ that affect the exterior of a structure and/or a structures footprint.

2. Properties that are located within the ~~conservation district~~, Downtown Core, and those master planned properties with approved setbacks smaller than the setbacks described in section [9-1-19-9A](#), "Policy 9 (Absolute) Placement Of Structures", of this chapter, shall be given special consideration to allow for site buffers and screening to be created ~~and~~, maintained, and protected while still meeting the intent of reducing wildfire fuels.

3. The following standards shall apply to the creation of defensible space around a structure:

1 a. The property shall be divided into ~~three (3)~~ four (4) zones shown in the table
 2 below. The zones shall measure from the eaves of the building or structure
 3 including attached structures or protrusions, such as a deck on the property.
 4 ~~Zone one shall be measured thirty feet (30') from the eaves of the building or~~
 5 ~~structure including attached structures or protrusions, such as a deck on the~~
 6 ~~property. Zone two shall be measured seventy five feet (75') or greater from the~~
 7 ~~eaves of the building or structure including attached structures or protrusions,~~
 8 ~~such as a deck on the property, depending on slope from the eaves of the~~
 9 ~~building or structure on the property, and shall exclude the portion of the~~
 10 ~~property located within zone one. Zone three shall extend beyond zone two to~~
 11 ~~the property boundary.~~

<u>Zone</u>	<u>Distance</u>
<u>Immediate Zone</u>	<u>0' to 5'</u>
<u>Intermediate Zone</u>	<u>5' to 30'</u>
<u>Extended Zone 1</u>	<u>30' to 60'</u>
<u>Extended Zone 2</u>	<u>60' and greater</u>

12

13 b. Except as may be required to comply with the requirements of title [5](#),
 14 chapter [11](#) of this code concerning mountain pine beetle infested trees, no
 15 portion of any property may be "clear cut" in order to achieve defensible space.

16 c. Except as may be required to comply with the requirements of title [5](#),
 17 chapter [11](#) of this code concerning mountain pine beetle infested trees, no more
 18 trees shall be allowed to be removed than are necessary in order for the
 19 landowner to create defensible space around his or her property.

20 d. Both the horizontal clearance between aerial fuels, such as the outside edge
 21 of the tree crowns or high brush, as well as the vertical clearance between lower

1 limbs of aerial fuels and the nearest surface fuels and grass/weeds, shall be
2 considered when determining compliance with the defensible space
3 requirements of this policy.

4 e. Each property shall be reviewed individually, and the location and other
5 physical characteristics of the property shall be considered. Without limiting the
6 generality of the preceding provisions, the planning commission shall consider
7 the property's proximity to a roadway, parking lot, and other similar areas that
8 create fuel firebreaks. Similarly, large tracts of open space and forest service
9 land that may require larger buffers shall be considered.

10 4. Immediate Zone: The following specific standards apply to the creation of
11 defensible space within the immediate zone ~~one~~ (0-5'):

12 a. All dead and diseased trees, shrubs, and other landscaping materials shall
13 be removed.

14 b. All vegetation and combustible and flammable material shall be removed
15 from under all eaves, decks, and other architectural features. This includes, but not
16 limited to, mulch, combustible ground debris, flammable plants, leaf and needle
17 clutter, and firewood piles.

18 c. All grasses and ground cover shall be kept under six inches (6") in height;
19 provided, however, plantings in irrigated planting beds, wildflowers or native grasses
20 may exceed six inches (6") during the time the irrigation system is operable only. All
21 plantings in irrigated planting beds must be cut when the irrigation system in no
22 longer operable.

23 d. Additional Firewise landscaping material is encouraged and may be authorized
24 by the development permit.

25 5. Intermediate Zone: The following specific standards apply to the creation of
26 defensible space within the intermediate zone (5' -30'):

1 a. Healthy trees, shrubs, and other landscaping materials that provide visual
2 buffers shall be preserved if they are well spaced so as to reduce the risk of a
3 fire spreading to other vegetation or structures, but shall be pruned to remove
4 dead branches.

5 b. Healthy trees, shrubs, and other landscaping material required by an
6 existing approved landscape plan shall be preserved if they are well spaced so
7 as to reduce the risk of a fire spreading to other vegetation or structures, but
8 shall be pruned to remove dead branches.

9 c. Other healthy firewise trees, shrubs, and other landscaping material shall be
10 preserved if they are well spaced so as to reduce the risk of a fire spreading to
11 other vegetation or structures, but shall be pruned to remove dead branches.

12 d. Irrigated trees, shrubs, and other landscaping material may be preserved if
13 they are pruned to remove dead branches and well spaced to reduce the risk of
14 a fire spreading to other vegetation or structures.

15 e. All dead and diseased trees, shrubs, and other landscaping material shall
16 be removed.

17 ~~f. All vegetation and combustible material shall be removed from under all~~
18 ~~eaves and decks.~~

19 g. All leaf clutter, dead branches, and dead standing trees shall be removed
20 from the property. Dead branches on living trees shall be trimmed to a minimum
21 height of six feet (6') and a maximum height of ten feet (10') above the ground.

22 ~~hg. All grasses and ground cover shall be kept under six inches (6") in height.~~

23 ~~Exception: Plantings located in an irrigated planting bed, and wildflowers or~~
24 ~~native grasses; however, wildflowers and native grasses shall be cut back to~~
25 ~~under six inches (6") in height in the fall of each year once they go to seed. All~~
26 ~~grasses and ground cover shall be kept under six inches (6") in height;~~
27 ~~provided, however, plantings in irrigated planting beds, wildflowers or native~~

1 grasses may exceed six inches (6") during the time the irrigation system is
2 operable only. All plantings in irrigated planting beds must be cut when the
3 irrigation system in no longer operable.

4 h. All leaf and needle clutter and combustible ground debris shall be removed.
5 Mulch within landscape beds that are irrigated may be maintained at a
6 maximum depth of three inches (3").

7 i. All firewood shall be removed unless covered by a canvas tarp, or as
8 approved by the fire district.

9 56. Extended Zone One: The following specific standards apply to the creation of
10 defensible space within the extended zone ~~two-one~~ (30'-60'):

11 a. Healthy trees, shrubs, and other landscaping material required by an
12 approved landscape plan shall be preserved.

13 b. Healthy trees, shrubs, and other landscaping material that provide visual
14 buffers shall be preserved if they are well spaced so as to reduce the risk of a
15 fire spreading to other vegetation or structures, but shall be pruned to remove
16 dead branches.

17 c. Other healthy firewise trees, shrubs, and other landscaping material shall be
18 preserved if they are well spaced so as to reduce the risk of a fire spreading to
19 other vegetation or structures, but shall be pruned to remove dead branches.

20 d. Irrigated trees, shrubs and other landscaping material may be preserved if
21 they are pruned to remove dead branches and are well spaced to reduce the
22 risk of a fire spreading to other vegetation or structures.

23 e. All dead and diseased trees, shrubs, and other landscaping material shall
24 be removed. However, one snag per acre may be preserved for wildlife habitat if
25 it is well spaced to avoid the spread of fire to other vegetation or structures.

26 f. Trees shall be thinned to open up crown spacing to a minimum of ~~ten~~ twelve
27 feet (12') between the widest portion of individual crowns of the trees.

1 g. Groups of trees with a minimum of ~~ten~~ twelve feet (102') between the edges
2 of the widest portions of crowns of each grouping shall be preserved to allow
3 buffers to remain and to prevent wind throw.

4 h. Firewood may be maintained if an adequate buffer around the firewood is
5 determined to exist by the fire district.

6 67. Extended Zone Two: The following specific standards apply to the creation of
7 defensible space within the extended zone ~~three~~ two (60' and greater):

8 a. All dead and diseased trees, shrubs, and other landscaping material shall
9 be removed. However, one snag per acre may be preserved for wildlife habitat if
10 it is well spaced to avoid the spread of fire to other vegetation or structures.

11 78. New landscaping installed on a property shall comply with the requirements of
12 subsections C(4), C(5) ~~and~~, C(6), and C(7) of this section.

13 9. The director has the authority from time to time to adopt, amend, alter and repeal
14 administrative rules and regulations as necessary for the proper administration of
15 this policy. Such regulations shall be adopted in accordance with the procedures
16 established by title 1, chapter 18 of this code. The director's administrative rules
17 may include, without limitation, spacing guidelines for trees, shrubs, and other
18 vegetation and, if adopted, shall provide that the allowed distances between
19 vegetation will depend on slopes, vegetation size, vegetation type (trees, shrubs,
20 grass), and other fuel characteristics (including, but not limited to, fuel compaction
21 and chemical content). In the event there is a conflict between these rules and
22 regulations and the ordinance, the ordinance shall control.

23 10. Trees, shrubs, and other landscaping authorized by the director to be removed
24 by the landowner in order to achieve the required defensible space shall be clearly
25 identified in the field and photographed or located by global positioning satellite
26 software by the director.

1 11. Prior to issuing a development permit authorizing the creation of defensible
2 space Town staff shall conduct a physical inspection of each building, structure, or
3 property that is the subject of the application.

4 12. Downtown Core Map

5 Properties that have been identified within the Downtown Core Map are areas that
6 were developed in a manner that includes many roadways and other hard surface
7 features that act as fire breaks. Further, due to the Downtown Core's tight
8 development pattern, a limited number of plantings would be able to be planted,
9 maintained, and preserved within this delineated area if the full extent of the
10 standards were applied.

11 **Section 3.** That beginning at subsection C. of section 9-1-19-48A: Policy 48
12 (Absolute) Voluntary Defensible Space, the code be amended by deleting the language
13 stricken and adding the language underlined to read as follows:
14

15 C. Properties that are located within the Downtown Core, and those master
16 planned properties with approved setbacks smaller than the setbacks described in
17 section [9-1-19-9A](#), "Policy 9 (Absolute) Placement Of Structures", of this chapter,
18 shall be given special consideration to allow for site buffers and screening to be
19 created, maintained, and protected while still meeting the intent of reducing wildfire
20 fuels.

21 D. The following standards shall apply to an application for the voluntary creation of
22 defensible space:

23 1. The property shall be divided into ~~three~~ four (34) zones shown in the table
24 below. The zones shall measure from the eaves of the building or structure
25 including attached structures or protrusions, such as a deck on the property. Zone
26 one shall be measured thirty feet (30') from the eaves of the building or structure
27 including attached structures or protrusions, such as a deck on the property. Zone
28 two shall be measured seventy five feet (75') or greater from the eaves of the
29 building or structure including attached structures or protrusions, such as a deck on

1 the property, depending on slope from the eaves of the building or structure on the
2 property, and shall exclude the portion of the property located within zone one. Zone
3 three shall extend beyond zone two to the property boundary.

<u>Zone</u>	<u>Distance</u>
<u>Immediate Zone</u>	<u>0' to 5'</u>
<u>Intermediate Zone</u>	<u>5' to 30'</u>
<u>Extended Zone 1</u>	<u>30' to 60'</u>
<u>Extended Zone 2</u>	<u>60' and greater</u>

4

5 2. Except as may be required to comply with the requirements of title 5, chapter 11
6 of this code concerning mountain pine beetle infested trees, no portion of any
7 property may be "clear cut" in order to achieve defensible space.

8 3. Except as may be required to comply with the requirements of title 5, chapter 11
9 of this code concerning mountain pine beetle infested trees, no more trees shall be
10 allowed to be removed than are necessary in order for the landowner to create
11 defensible space around his or her property.

12 4. In reviewing an application for the voluntary creation of defensible space the
13 director shall consider both the horizontal clearance between aerial fuels, such as
14 the outside edge of the tree crowns or high brush, as well as the vertical clearance
15 between lower limbs of aerial fuels and the nearest surface fuels and grass/weeds.

16 5. Each property that is the subject of an application for the voluntary creation of
17 defensible space shall be reviewed individually, and the location and other physical
18 characteristics of the property shall be considered. Without limiting the generality of
19 the preceding provisions, the director shall consider the property's proximity to a
20 roadway, parking lot, and other similar areas that create fuel firebreaks. Similarly,
21 large tracts of open space and forest service land that may require larger buffers
22 shall be considered.

23 DE. Immediate Zone: The following specific standards apply to the creation of
24 defensible space within the Immediate zone one (0'-5'):

1 1. All dead and diseased trees, shrubs, and other landscaping materials shall be
2 removed.

3 2. All vegetation and combustible and flammable material shall be removed from
4 under all eaves, decks, and other architectural features. This includes, but not
5 limited to, mulch, combustible ground debris, flammable plants, leaf and needle
6 clutter, and firewood piles.

7 3. All grasses and ground cover shall be kept under six inches (6") in height;
8 provided, however, plantings in irrigated planting beds, wildflowers or native
9 grasses may exceed six inches (6") during the time the irrigation system is
10 operable only. All plantings in irrigated planting beds must be cut when the
11 irrigation system is no longer operable.

12 4. Additional firewise landscaping material is encouraged and may be authorized
13 by the development permit.

14 5. To prevent fire spreading by coming in direct contact with structures, a non-
15 combustible, horizontal layer, known as a rock dripline, may be implemented.
16 The follow specific standards apply:

17 a. Properties located within the Downtown Core:

18 A. It is encouraged that structures implement a horizontal clearance
19 area starting at the structure's siding and extending the distance of
20 the eave overhang, or a maximum of three feet (3') to reduce
21 structural ignitability. The clearance area should utilize non-
22 combustible material, such as rock, gravel, sand, cement, or
23 stone/concrete pavers.

24 b. Properties located outside of the Downtown Core

25 A. It is encouraged that structures implement a horizontal clearance
26 area starting at the structure's siding and extending the distance of
27 the eave overhang, or a maximum of five feet (5') to reduce
28 structural ignitability. The clearance area should utilize non-
29 combustible material, such as rock, gravel, sand, cement, or
30 stone/concrete pavers.

1 F. Intermediate Zone: The following specific standards apply to the create of
2 defensible space within the Intermediate zone (5'-30'):

3 1. Healthy trees, shrubs, and other landscaping materials that provide visual
4 buffers shall be preserved if they are well spaced so as to reduce the risk of a fire
5 spreading to other vegetation or structures, but shall be pruned to remove dead
6 branches.

7 2. Healthy trees, shrubs, and other landscaping material required by a town
8 approved landscape plan shall be preserved if they are well spaced so as to reduce
9 the risk of a fire spreading to other vegetation or structures, but shall be pruned to
10 remove dead branches.

11 3. Other healthy firewise trees, shrubs, and other landscaping material shall be
12 preserved if they are well spaced so as to reduce the risk of a fire spreading to other
13 vegetation or structures, but shall be pruned to remove dead branches.

14 4. Irrigated trees, shrubs, and other landscaping material may be preserved if they
15 are pruned to remove dead branches and well spaced to reduce the risk of a fire
16 spreading to other vegetation or structures.

17 5. All dead and diseased trees, shrubs, and other landscaping material shall be
18 removed.

19 ~~6. All vegetation and combustible material shall be removed from under all eaves~~
20 ~~and decks.~~

21 7. All leaf clutter, dead branches, and dead standing trees shall be removed from
22 the property. Dead branches on living trees shall be trimmed to a minimum height of
23 six feet (6') and a maximum height of ten feet (10') above the ground.

24 ~~8. All grasses and ground cover shall be kept under six inches (6") in height.~~

25 ~~Exception: Plantings located in an irrigated planting bed, and wildflowers or native~~
26 ~~grasses; however, wildflowers and native grasses shall be cut back to under six~~
27 ~~inches (6") in height in the fall of each year once they go to seed. All grasses and~~
28 ~~ground cover shall be kept under six inches (6") in height; provided, however,~~
29 ~~plantings in irrigated planting beds, wildflowers or native grasses may exceed six~~

1 inches (6") during the time the irrigation system is operable only. All plantings in
2 irrigated planting beds must be cut when the irrigation system in no longer operable.

3 ~~98.~~ All leaf and needle clutter and combustible ground debris shall be removed.
4 Mulch within landscape beds that are irrigated may be maintained at a maximum
5 depth of three inches (3").

6 ~~109.~~ All firewood shall be removed unless covered by a canvas tarp, or as
7 approved by the fire district.

8 ~~140.~~ Additional firewise landscaping material is encouraged and may be
9 authorized by the development permit.

10 ~~E.G.~~ Extended Zone One: The following specific standards apply to the creation of
11 defensible space within the extended zone ~~two one~~ (0'-5'30'-60'):

12 1. Healthy trees, shrubs, and other landscaping material required by a town
13 approved landscape plan shall be preserved.

14 2. Healthy trees, shrubs, and other landscaping material that provide visual buffers
15 shall be preserved if they are well spaced so as to reduce the risk of a fire spreading
16 to other vegetation or structures, but shall be pruned to remove dead branches.

17 3. Other healthy firewise trees, shrubs, and other landscaping material shall be
18 preserved if they are well spaced so as to reduce the risk of a fire spreading to other
19 vegetation or structures, but shall be pruned to remove dead branches.

20 4. Irrigated trees, shrubs and other landscaping material may be preserved if they
21 are pruned to remove dead branches and are well spaced to reduce the risk of a fire
22 spreading to other vegetation or structures.

23 5. All dead and diseased trees, shrubs, and other landscaping material shall be
24 removed. However, one snag per acre may be preserved for wildlife habitat if it is
25 well spaced to avoid the spread of fire to other vegetation or structures.

26 6. Trees shall be thinned to open up crown spacing to a minimum of ~~ten~~ twelve
27 feet (~~10~~12') between the widest portion of individual crowns of the trees.

1 7. Groups of trees with a minimum of ~~ten~~ twelve feet (102') between the edges of
2 the widest portions of crowns of each grouping shall be preserved to allow buffers to
3 remain and to prevent wind throw.

4 8. Firewood may be maintained if an adequate buffer around the firewood is
5 determined to exist by the fire district.

6 9. Additional firewise landscaping material is encouraged and may be authorized
7 by the development permit.

8 FH. Extended Zone Two: The following specific standards apply to the creation of
9 defensible space within the Extended zone three two (60' and greater):

10 1. All dead and diseased trees, shrubs, and other landscaping material shall be
11 removed. However, one snag per acre may be preserved for wildlife habitat if it is
12 well spaced to avoid the spread of fire to other vegetation or structures.

13 2. Additional firewise landscaping material is encouraged and may be authorized
14 by the development permit.

15 G. The director has the authority from time to time to adopt, amend, alter and repeal
16 administrative rules and regulations as necessary for the proper administration of this
17 policy. Such regulations shall be adopted in accordance with the procedures
18 established by title 1, chapter 18 of this code. The director's administrative rules may
19 include, without limitation, spacing guidelines for trees, shrubs, and other vegetation
20 and, if adopted, shall provide that the allowed distances between vegetation will depend
21 on slopes, vegetation size, vegetation type (trees, shrubs, grass), and other fuel
22 characteristics (including, but not limited to, fuel compaction and chemical content). In
23 the event there is a conflict between these rules and regulations and the ordinance, the
24 ordinance shall control.

25 ~~H. For the purpose of attempting to make certain that tree removal contractors working~~
26 ~~within the town are familiar with the goals of this policy, but not to regulate the means,~~
27 ~~methods, training, equipment, or business practices of tree removal contractors, the~~
28 ~~director shall maintain a list of town approved tree removal contractors. The town makes~~
29 ~~no guarantees or representations whatsoever concerning the qualifications, experience,~~
30 ~~ability, competence, or business practices of any town approved tree removal~~
31 ~~contractor. The town has no liability to any person with respect to the work or business~~
32 ~~practices of a town approved tree removal contractor, and no action at law or in equity~~

1 shall lie against the town as a result of a person being placed on or removed from the
2 director's list of town approved tree removal contractors. The director may provide in his
3 rules and regulations for the removal of a contractor from the list of town approved
4 contractors.

5 IJ. Trees, shrubs, and other landscaping authorized by the director to be voluntarily
6 removed by the landowner in order to achieve the required defensible space shall be
7 clearly identified in the field and photographed or located by global positioning satellite
8 software by the director.

9 JK. The fire district may assist the director in administering this policy if authorized by
10 an intergovernmental agreement with the town. The intergovernmental agreement shall
11 be consistent with the provisions of this policy. All personnel involved in the
12 enforcement of this policy shall be trained by the director to make sure that they are
13 aware of the town's goals of preserving buffers and required landscape materials while
14 creating defensible space.

15 L. Downtown Core Map

16 Properties that have been identified within the Downtown Core Map are areas that were
17 developed in a manner that includes many roadways and other hard surface features
18 that act as fire breaks. Further, due to the Downtown Core's tight development pattern,
19 a limited number of plantings would be able to be planted, maintained, and preserved
20 within this delineated area if the full extent of the standards were applied.

21
22
23 **Section 4.** This ordinance shall be published and become effective as provided
24 by Section 5.9 of the Breckenridge Town Charter.

25
26 INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED
27 PUBLISHED IN FULL this ____ day of _____, 2024. A Public Hearing shall be held at
28 the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the
29 ____ day of _____, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal
30 Building of the Town.

31
32 TOWN OF BRECKENRIDGE, a Colorado
33 municipal corporation

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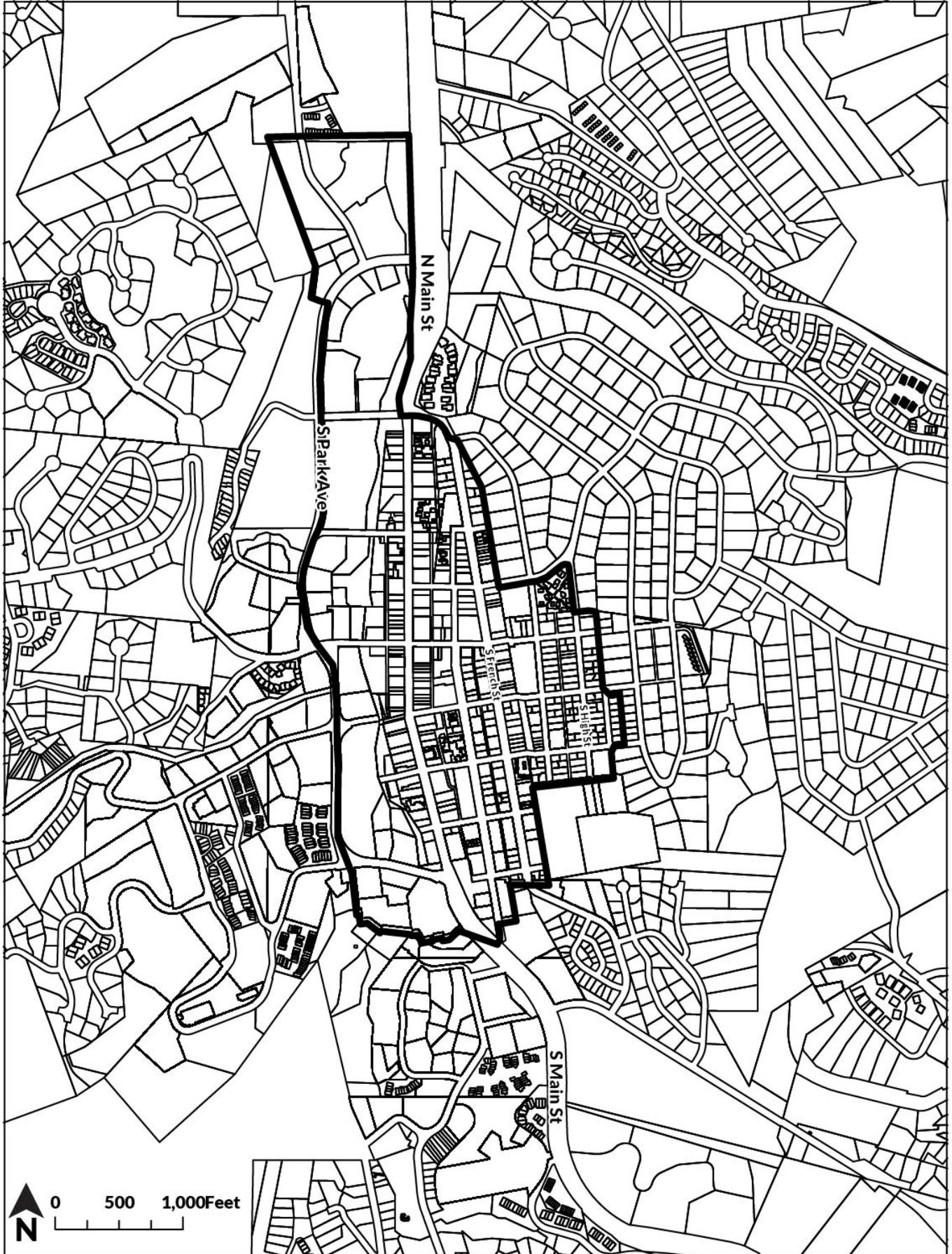
By: _____
Kelly Owens, Mayor Pro Tem

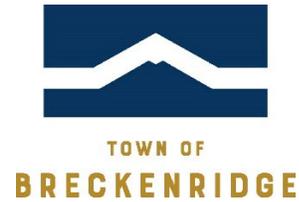
ATTEST:

Helen Cospolich, CMC,
Town Clerk

ATTEST:

Downtown Core Map





Memo

To: Town Council
From: Ellie Muncy, Planner I
Date: March 4, 2024 (for March 12, 2024 Meeting)
Subject: Demolition By Neglect Code Amendments (First Reading)

To address a concern of the lack of maintenance of historic sheds and secondary structures on private property, staff created an [interactive map](#) documenting 96 historic secondary structures. When this was brought to the November 21st and February 20th Planning Commission meetings, the Commissioners determined it was important to protect historic structures and were supportive of the proposed code changes to expand protection of historic structures. This topic was also presented to Town Council at the December 26th meeting where Council was also supportive of potential code changes. Subsequently a draft of proposed Code changes was presented to Council at the February 13th meeting.

Current Town Code only requires property owners to stabilize historic structures on locally landmarked properties (Code Section 9-11-7: Property Stabilization Required). The proposed Code amendments include adding demolition by neglect provisions and extending the requirement to all historic structures which fall within the Town's period of significance. The modifications also include minor changes to some definitions, two permit classifications changes, and some added wording for clarification.

Changes since the Town Council meeting on February 13th:

- The demolition by neglect definition and stabilization definitions were changed based on several wording suggestions by the Council, Breck History, and Staff.
- The title for 9-11-7 (section 3 of the bill) was changed.
- Some proposed wording in the demolition section was removed and changed.
- Wording was added designating stabilization of a secondary structure as a Class D Minor permit with a waived fee and reduced submittal requirements.
- The existing penalties in the Enforcement and Penalties section were extended to all historic structures.
- Additional enforcement and penalty options were drafted and added by the Town Attorney, with an appeal process for cases of demolition by neglect.

These amendments will increase the number of properties subject to the demolition by neglect provisions. In conjunction with this action, staff has also proposed a grant program to assist property owners in stabilizing structures. Additionally, in order to monitor the integrity of historic structures, staff will do a yearly walkthrough to monitor the condition of historic buildings and secondary structures, potentially with Breckenridge History.

Staff recommends the Town Council approve the Demolition by Neglect Code amendments at first reading.

**A BILL FOR AN ORDINANCE ESTABLISHING CRITERIA FOR
DETERIORATION OF LANDMARKS AND HISTORIC STRUCTURES
IN A MANNER THAT CONSTITUTES DEMOLITION BY NEGLECT.**

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF BRECKENRIDGE, COLORADO:**

Section 1. That section 9-11-2 entitled "Definitions" be amended by deleting the language stricken and adding the language underlined maintaining alphabetical order to read as follows:

9-11-2: DEFINITIONS:

DEMOLITION: Any act or process which destroys, in whole or in part, any landmark or historic structure.

DEMOLITION BY NEGLECT: Failure to provide ordinary and necessary maintenance and repairs to a degree that compromises the structural integrity of any landmark or historic structure.

DIRECTOR: The director of the department of community development of the town or their designee.

LANDMARK: A designated individual building, structure, object, site or an integrated group of buildings, structures or objects having a special historical or architectural value. Unless otherwise indicated in this chapter, the term "landmark" shall include both federally designated landmarks and town designated landmarks.

STABILIZATION OR STABILIZE: Providing weather protection; ~~or repair or preservation of a roofing structure, roof rafter, load bearing wall or foundation,~~ shoring and/or bracing to ensure structural integrity, as approved by the Town to ensure longevity of the structure and its historic fabric, including roofing, siding, roof structure, roof rafters, load bearing walls, drainage/grading and foundation

1 **Section 2.** That section 9-11-3 entitled “Definitions” be amended by deleting the
2 language stricken and adding the language underlined maintaining alphabetical order to read
3 as follows:
4

5 **9-11-3: DESIGNATION OF LANDMARKS, LANDMARK SITES, HISTORIC**
6 **DISTRICTS AND CULTURAL LANDSCAPE DISTRICTS:**

7 A. Designation Authorized: Pursuant to the procedures hereinafter set forth in this section, and
8 subject to section [9-11-4](#) of this chapter, the town council may, by ordinance, designate a
9 landmark, landmark site, historic district or a cultural landscape district. The property included in
10 any such designation shall be subject to the controls and standards set forth in this chapter, and
11 eligible for such incentive programs as may be developed by the town.

12 B. Designation Procedures: The town shall follow the following procedures in connection with
13 any proposal to designate a landmark, landmark site, historic district or a cultural landscape
14 district:

15 1. Property Owner Consent:

16 a. Landmarks And Landmark Sites: No proposal for the designation of a landmark or a
17 landmark site shall be accepted by the director as complete and ready for town action
18 unless the property owner of the landmark or landmark site has consented to such
19 designation.

20 b. Historic Districts And Cultural Landscape Districts: No proposal for the designation
21 of a historic district or a cultural landscape district site shall be accepted by the director
22 as complete and ready for town action unless at least fifty one percent (51%) of the
23 property owners of the land within the proposed historic district or cultural landscape
24 district have consented to such designation.

25 c. Director To Give Notice: Within thirty (30) days following receipt of a historic district
26 or cultural landscape district designation proposal, and prior to accepting such proposal
27 as being complete and ready for town action, the director shall send written notice of
28 the submission of such designation proposal to the owner(s) of the land which is the
29 subject of the designation proposal as shown on the records of the Summit County

1 assessor. The notice provided by the director shall outline the reasons for and the
2 effects of the proposed designation. (Ord. [24](#), Series 2001)

3 2. Process To Be Followed: A proposal to designate a historic district or cultural landscape
4 district shall be processed by the town using the Class A development permit process as
5 set forth in the development code, except as otherwise expressly provided in this section. A
6 proposal to designate a landmark or landmark site shall be processed by the town using the
7 Class ~~BC~~ minor development permit process as set forth in the development code, except
8 as otherwise expressly provided in subsections [B3](#) and [B4](#) of this section. Any application
9 submitted under this chapter may be processed concurrently with a development permit
10 application for the same property. In the event of the submission of an application under this
11 chapter and a concurrent development permit application for the same property, the
12 applications shall be processed jointly as a Class A and the applicant shall only be required
13 to pay one application fee which shall be calculated ~~based on the higher development~~
14 ~~permit classification of the two (2) applications~~ as a Class A fee.

15 **Section 3.** That section 9-11-7 be retitled and amended to delete the language stricken
16 and add the language underlined to read as follows:

17 **9-11-7: ~~PROPERTY STABILIZATION REQUIRED~~CRITERIA FOR ESTABLISHING**
18 **LACK OF MAINTENANCE AND REPAIRS CONSTITUTING DEMOLITION BY**
19 **NEGLECT:**

20 A. The town intends to preserve from deliberate or inadvertent neglect of any landmark or
21 historic structure whose stabilization is necessary to prevent the landmark's or historic
22 structure's deterioration that constitutes demolition without a permit.

23 B. No owner, lessee, or occupant of any landmark or historic structure shall neglect or fail to
24 prevent stabilization of the landmark or any historic structure.

25 C. No owner, lessee or occupant of any landmark or any historic structure shall neglect or fail
26 to comply with all applicable provisions of this chapter and other ordinances of the town
27 regulating property maintenance of the landmark or any historic structure.

28 D. ~~Before the town attorney files a complaint for failure to stabilize a property as required by~~
29 ~~this section,~~ Where the director identifies a case of demolition by neglect, they shall notify the

1 property owner, lessee, or occupant of the need to stabilize the property, shall endeavor to
2 assist the owner, lessee, or occupant in determining how to stabilize the property, and shall give
3 the owner a reasonable time, not less than thirty (30) days, to perform the required stabilization.

4 E. Stabilization of a secondary structure shall be processed under a Class D Minor permit with a
5 waived permit fee. The required documents shall be reduced to the following: description of
6 work, basic site plan, altered photos or drawings on graph paper to show proposed changes,
7 and before and after photos of the structure. As part of the permit a pre-construction meeting is
8 required.

9 **Section 4.** . That section 9-11-9 be amended to delete the language stricken and add
10 the language underlined to read as follows:

11

12 **9-11-9:DEMOLITION CRITERIA:**

13 No "historic structure" as defined in section [9-1-5](#) of this title, or landmark shall be demolished
14 without the owner first having obtained a demolition permit from the town. A demolition permit
15 shall not be approved by the town until a replacement/reuse plan for the property has been
16 approved by the town. An application for a demolition permit pursuant to this section shall be
17 processed as a Class B major development permit application in accordance with the
18 development code, but shall be evaluated only under the following criteria. As part of the
19 development permit application, the town may require that a cultural survey be prepared by a
20 qualified person at the applicant's cost.

21 A. Review Criteria For Total Demolition: A permit for demolition shall only be approved if all of
22 the following criteria are met:

23 1. The building, structure or object proposed for demolition is not structurally sound
24 despite evidence of the owner's efforts to properly maintain it;

25 2. The building, structure or object cannot be rehabilitated or reused on site to provide for
26 any reasonable economical use of the property;

27 3. The building or structure that has been relocated from the historic site and ~~The building,~~
28 ~~structure or object~~ cannot be practically moved to another site in the town;

29 4. The applicant demonstrates that the demolition proposal mitigates to the greatest extent
30 practical the following:

- 1 a. Any impact(s) that will occur to the visual character of the neighborhood where
2 demolition is proposed to occur.
- 3 b. Any impact(s) that will occur to the historic importance of the buildings, structures or
4 objects located on the property and adjacent properties.
- 5 c. Any impact that will occur to the architectural integrity of the buildings, structures or
6 objects located on the property and adjacent properties.

7 Consideration will be given to whether materials can be recycled for use as part of
8 another building, structure or object.

9 In the case of archaeological sites, consideration will be given to whether information
10 can be recovered as part of the demolition process.

11 B. Review Criteria For Partial Demolition: A permit for partial demolition shall only be approved
12 if all of the following criteria are met:

- 13 1. The partial demolition is required for the renovation, restoration or rehabilitation of the
14 building, structure or object;
- 15 2. The applicant has mitigated, to the greatest extent possible:
 - 16 a. Impacts on the historic importance of the buildings, structures or objects located on
17 the property.
 - 18 b. Impacts on the architectural integrity of the buildings, structures or objects located
19 on the property; and

20 Consideration will be given to whether materials can be recycled for use as part of another
21 building, structure or object.

22 **Section 5.** That section 9-11-12 is hereby repealed and replaced with the following
23 language underlined to read as follows:

24 **9-11-12: ENFORCEMENT AND PENALTIES; APPEALS:**

25 A. Anyone who is found to have violated this chapter is subject to criminal and civil
26 penalties as set forth below and in the Town code.

1 1. Criminal penalties. Failure to comply with the requirements of this chapter may
2 result in a summons and complaint and subject to the general penalty under section 1-4-1
3 and/or an infraction under 1-4-1-1 of the municipal code.

4 2. Civil penalties. Failure to comply with the requirements of this chapter may result
5 in the imposition of a fine not to exceed one hundred dollars (\$100.00) for each day of
6 continuing violation.

7 3. In addition to the civil and criminal penalties provided above, neglect of a
8 landmark, landmark site, or building in the historic district may result in up to a one-year
9 moratorium on all building and development permits being issued for the subject property or
10 imposed on the same owner or same developer on other properties as provided under section
11 9-1-6 of the development code.

12 B. Continuing Violations: A person shall be guilty of a separate offense for each and
13 every day during any portion of which any violation of this chapter is committed, continued or
14 permitted by such person, and such person shall be punished accordingly.

15 1. An alteration which is made to a landmark or historic structure without an approved
16 development permit issued under the development code may result in up to a one-year
17 moratorium on all building and development permits for the subject property.

18 2. The relocating or demolition of a landmark or historic structure without an approved
19 permit issued under this chapter may result in up to a five (5) year moratorium on all relocation,
20 demolition, or building permits for the structure and for the property at the structure's original
21 location.

22 C. Fines and penalties under this section may be imposed separately or
23 cumulatively.

24 D. Warnings and Notice.

25 1. Prior to imposing any fines or administrative penalties under this chapter,
26 community development will issue a first warning and an opportunity to cure the violation.

27 2. If the violation is not cured within thirty (30) days of the date of the notice, which
28 time period may be extended in writing by the director or their designee for good cause shown,
29 the director shall send written notice of an administrative penalty by first class United States
30 mail to such person at such person's last known address.

1 E. Appeals.

2 1. Any party found in violation of this chapter or who disputes the demand for
3 stabilization has a right to appeal to the planning commission by submitting a complaint to the
4 director within thirty (30) days of the notice of violation. A complaint shall be in writing and set
5 forth both the grounds for the appeal and supporting facts next regularly scheduled planning
6 commission meeting, or as soon thereafter as reasonably practical.

7 2. The burden of proof shall be on the proponent of a claim or issue to prove such
8 claim or issue by a preponderance of the evidence, and on the party raising any affirmative
9 defense or matter of mitigation to prove such affirmative defense or matter of mitigation by a
10 preponderance of the evidence. "Preponderance of the evidence" means to prove that
11 something is more probably true than not.

12 3. The finding or decision of planning commission in connection with any appeal
13 shall be delivered in writing within thirty (30) days following the hearing on the matter. The
14 decision of the planning commission shall be final, subject to the right of any aggrieved party to
15 contest the matter in an appropriate court action commenced under rule 106(a)(4) of the
16 Colorado Rules of Civil Procedure. For purposes of determining the time limit for the
17 commencement of an action under rule 106(a)(4) of the Colorado Rules of Civil Procedure, the
18 decision of the planning commission shall be deemed to be final upon the issuance of the
19 written finding or decision.

20 **Section 6.** That chapter 1 of the Breckenridge Development Code be amended to
21 delete the language stricken and add the language underlined to read as follows:

22 **9-1-5: DEFINITIONS:**

23 CLASS A DEVELOPMENT: Any development which includes any of the following activities or
24 elements:

25 A. Residential uses which include three (3) units or more.

26 B. Lodging and hotel uses.

27 C. Any site work or landscaping which is in excess of two hundred thousand dollars
28 (\$200,000.00) in value, to include ski lifts and parking lots.

- 1 D. Commercial and industrial uses, additions and remodels thereto which are one
2 thousand (1,000) square feet in size or greater.
- 3 E. Approval of a master plan on a site five (5) acres or more in size.
- 4 F. Major amendment to a master plan pursuant to section [9-1-19-39A](#), "Policy 39
5 (Absolute) Master Plan", subsection L, of this chapter.
- 6 G. Those wireless communication facilities permit applications described in section [9-1-19-
7 50A](#), subsection D(1), of this chapter.
- 8 H. Remodel or addition to any historic residential structure within the Historic District or the
9 Conservation District.
- 10 I. Demolition or moving of a landmark or historic structure or any portion of the same.

11 CLASS B DEVELOPMENT: Any development which includes any of the following activities or
12 elements:

13 Class B - Major:

- 14 A. New single-family nonhistoric residential within the Historic District or the
15 Conservation District.
- 16 B. New duplex residential within the Historic District or Conservation District.
- 17 C. Bed and breakfasts, and boarding houses.
- 18 D. Commercial and industrial uses and additions which are less than one thousand
19 (1,000) square feet in size or ten percent (10%) of the existing square footage (unless
20 classified as a Class A development).
- 21 E. Approval of a master plan on a site of less than five (5) acres.
- 22 ~~F. Demolition or moving of a landmark or historic structure (including any portion of
23 the structure).~~

24 Class B - Minor:

- 25 A. Change of use within a Residential District.

- 1 B. Site work, landscaping, grading, and utility installations on steep slopes (greater
2 than 15 percent) or within environmentally sensitive areas.
- 3 C. Operation of a home childcare business.
- 4 D. Vendor carts, large.
- 5 E. Application for exempt large vendor cart designation.

6 Class B development is divided into major and minor categories for purposes of payment of
7 application fees¹ only. The procedures set forth in this chapter for the processing of Class B
8 development permit applications apply to both major and minor categories.

9 CLASS C DEVELOPMENT: Any development which includes any of the following activities or
10 elements:

- 11 A. Change of use outside of a Residential District.
- 12 B. Master sign plans.
- 13 C. Temporary structures to be used for longer than three (3) days.
- 14 D. Additions to commercial, office or industrial structures of less than ten percent (10%) of
15 the existing square footage.
- 16 E. Matters relating to nonconforming uses.
- 17 F. Minor amendment to a master plan pursuant to section [9-1-19-39A](#), subsection L, of this
18 chapter.
- 19 G. Installation of solar device within the Conservation District.
- 20 H. *Vendor Carts, Small*: A small vendor cart shall be processed as a Class C development
21 permit with public notice requirements per a Class B development permit.
- 22 I. Major remodel to residential condominium, lodging, or hotel structure.
- 23 J. Temporary tents meeting the special requirements set forth in section [9-1-19-36A](#),
24 subsection F(2), of this chapter.
- 25 K. Exterior loudspeakers associated with a commercial use.

1 L. Any exterior food and beverage area.

2 M. A proposal to designate a landmark or landmark site pursuant to section 9-11-3(B)(2)
3 except when processed concurrently with a rehabilitation development permit.

4 CLASS D DEVELOPMENT: Any development which includes any of the following activities and
5 elements:

6 *Class D - Major:*

7 1. New single-family, duplex structure, or major remodel outside of the Historic
8 District, with or without an accessory dwelling unit, including, without limitation, master
9 planned property with multiple single-family and duplex structures, except where the
10 proposed development either:

11 a. Warrants the assessment of any negative points based upon the director's
12 preliminary assessment at the time the application is initially filed; or

13 b. Is located on a lot, tract, or parcel without a platted building or disturbance
14 envelope outside of the conservation district as defined in section [9-1-19-3A](#) of this
15 chapter (density).

16 A Class D - Major permit application that meets the conditions described in subsection
17 1(a) or 1(b) of this definition shall be reclassified as a Class C development permit
18 application.

19 2. Those wireless communication facilities permit applications described in section [9-](#)
20 [1-19-50A\(D\)\(2\)](#) of this chapter.

21 3. Accessory dwelling units except when the permit application meets the conditions
22 described in subsection 1(a) or 1(b) of this definition, in which case the application shall
23 be reclassified as a Class C development permit application.

24 *Class D - Minor:*

25 1. Banners and sponsor banners (all).

26 2. Individual signs (all).

27 3. Demolition or moving of any structure outside of the historic or conservation district.

- 1 4. Demolition of nonhistoric structure within the historic or conservation district.
- 2 5. Fencing (all).
- 3 6. Home occupation.
- 4 7. Minor remodel² of any residential structure.
- 5 8. Temporary structures to be used for three (3) days or less.
- 6 9. Operation of a chalet house.
- 7 10. Any painting of a structure within the historic or conservation district, except for
- 8 paint maintenance.
- 9 11. Any painting of a structure with a commercial or lodging use outside of the historic
- 10 district in land use districts 3, 4, 5, 6, 9, 13, 20, 23, 25, 28, 31, 32, 33, 35 or 39; except
- 11 for paint maintenance.
- 12 12. The painting of a contemporary landmark as provided in section [9-1-19-5A](#), "Policy
- 13 5 (Absolute) Architectural Compatibility," subsection A(2), of this chapter.
- 14 13. The placement of a commercial handbill dispenser outside of a fully enclosed
- 15 building as provided in section [11-5-6](#) of this Code.
- 16 14. Construction of approved private trash enclosure or conversion of nonconforming
- 17 private trash enclosure to approved private trash enclosure.
- 18 15. Placement of public art.
- 19 16. Substitution of employee housing unit or modification to unit floor plan.
- 20 17. Summer seasonal occupancy of employee housing unit as provided in section [9-](#)
- 21 [1-19-24R](#), "Policy 24 (Relative) Social Community," subsection A(5), of this chapter.
- 22 18. Placement of a satellite earth station larger than 2 meters in diameter in land use
- 23 districts where industrial or commercial uses are recommended, or larger than 1 meter
- 24 in diameter in land use districts where any other use is recommended.
- 25 19. Site work, landscaping, grading, and utility installations unless done on steep
- 26 slopes or within environmentally sensitive areas.

- 1 20. The outdoor display or storage of bicycles as provided in section [9-7-6C](#) of this
2 Code.
- 3 21. Any other development described as a Class D minor development in any town
4 ordinance.
- 5 22. Installation of swimming pool, spa or hot tub.
- 6 23. Seasonal noncommercial greenhouse.
- 7 24. Installation of solar device outside the Conservation District.
- 8 25. Creation of voluntary defensible space around a building or structure, or on a
9 parcel of land.
- 10 26. Application for a renewable energy mechanical system.
- 11 27. Master sign plan modification.
- 12 28. Radio broadcast.
- 13 29. Temporary tents to be used for five (5) days or less.
- 14 30. Those small cell facilities applications described in section [9-1-19-50A\(D\)\(3\)](#) of
15 this chapter.
- 16 31. Stabilization of a historic secondary structure.

17 Class D development is divided into major and minor categories for purposes of payment of
18 application fees only. The procedures set forth in this chapter for the processing of Class D
19 development permit applications apply to both major and minor categories.

20 * Major remodel - Additional residential square footage of more than ten percent (10%) of
21 existing structure square footage and/or change of character to the exterior of the structure.

22 * Minor remodel - Additional residential square footage of ten percent (10%) or less of the
23 existing structure's square footage.

24

Memo

To: Town Council
From: Planning Staff
Date: March 6, 2024, for the meeting of March 12, 2024
Subject: BGV Peak 8/ Gold Rush Lot Draft Development Agreement (First Reading)

Included in the packet is a Development Agreement for First Reading for the Peak 8/ Gold Rush Lots/ Entrada Sites, collectively Parcels 1-7. Staff, representing the Planning, Engineering and Housing Divisions, finds the proposed Development Agreement is consistent with the direction of the twelve previous worksessions held between June, 2023 and February 2024 and supports its adoption as drafted.

Changes Since the February 12, 2024 Draft Development Agreement Worksession

Based on feedback from the Council's review of the draft Development Agreement at the February 12th worksession, the applicant has worked with Town staff to revise the Development Agreement in preparation of this First Reading. For ease of comparison, a redlined version of the Development Agreement is included in the packet with the Council Bill and the Clean version of the Development Agreement. Noteworthy changes to the Development Agreement are listed below.

- Phasing Summary – (Page 3, Section 10) – Staff supports the proposed phasing because certain milestones are required in the Development Agreement that will effectively enforce the specified phasing:
 - Requirement of certificate of occupancy (CO) for the Parcel 2 workforce housing and completion of the roundabout prior to the sale of the remaining 8 single-family home lots (Page 10, Section 4.3) - Section 4.3's language was revised and now proposes restrictive covenants and deed restrictions to be placed on half of the lots that the Town will have to release to in order for the applicants to sell.
 - Requirement of Parcel 1 Improvements to be implemented by Applicant in stages and be substantially completed either upon the issuance of a final certificate of occupancy for all improvements on Parcel 4 or within six (6) years from the Effective Date of the Development Agreement, whichever is earlier. (Page 12, section 5.3)
 - Requirement of completion of the roundabout prior to CO of the Parcel 2 workforce housing. (Page 14, Section 6.1(d))
 - Requirement of CO for the Parcel 2 workforce housing prior to the issuance of any COs for the Parcel 3 duplexes. (Page 16, Section 7.1(b))
 - Requirement of providing space to the BOEC prior to the CO of any unit on Parcel 4. (Page 17, Section 8.1 (b))
 - Requirement of CO for the Parcel 7 workforce housing prior to the CO of any unit on Parcel 4. (Page 18, Section 8.1 (e) (ii))
- No Vertical Construction on Parcel 1 – (Page 7, Section 2.3) – This section was amended to eliminate the phrase “at this time”. Additional language acknowledges that this Development Agreement would not limit a future Council and landowner from jointly agreeing to a different use.

- Sol Center Contribution – (Page 8, Section 2.6) – The commitment to the capital campaign has increased to \$2,000,000.
- NRO Lease – (Page 13, Section 6.1 (b) (vi)) – The applicant proposes new language with the added comment to staff, “We look forward to working collaboratively with the Council at Tuesday’s meeting on the language so we can reasonably meet the goals of the Town and the community. We propose the current language be a place holder for the first reading and will then finalize this section prior to the second reading.
- Non-Natural Materials - (Page 14, Section 6.2 (d)) - This section was revised to comply with Policy 5R and does not require a waiver.
- Tree Buffer Requirements for Parcels 2 and 3 – (Page 15, section 6.2 (e) & Page 16, section 7.2 (c)) – Staff and the applicant worked together to provide satisfactory language that ensures adequate mature trees are retained and new trees are planted to achieve adequate buffering. Staff supports the proposed language in both sections because eligibility for the requested waivers is tied to providing tree preservation and revegetation consistent with the DTJ concept plan that was reviewed and supported by the Council on December 12th and is attached as an exhibit to the Development Agreement.
- Greater Specificity on Requested Code Relief — New Code references and information were added by the applicant to provide more specificity to the requested Code Relief as desired by staff and the Council. The Town Engineer has reviewed all Engineering related references to ensure they are accurate and supports the relief requested.
 - (Page 11, Sections 4.7, 4.8 and 4.9)
 - (Page 15, Sections 6.2 (g) and (h))
 - (Page 17, Section 7.2 (e))
 - (Page 22, Section 9.2 (b))
 - (Page 23, Section 10.2 (c) and (d))
- Breck Terrace Cannot be Utilized for Housing Mitigation - (Page 18, Section 8.1 (e) (ii)) – The Development Agreement was amended to prohibit Breckenridge Terrace from being utilized as employee housing mitigation.
- Workforce Housing Cannot be Banked for Future Use – (Page 23, Section 11.4) – Any additional housing that is constructed beyond what is required for employee mitigation cannot be used to offset future employee housing mitigation requirements.

Staff and the applicant will be available to answer any questions at the meeting, including any provisions of the Development Agreement that are not highlighted in this memo.

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF BRECKENRIDGE AND GONDOLA PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY (“GONDOLA PROPERTIES”), BGV PARTNERS ENTRADA LLC, A COLORADO LIMITED LIABILITY COMPANY (“BGV ENTRADA”); VAIL SUMMIT RESORTS, INC., A COLORADO CORPORATION (“VSRI”); AND LC BRECKENRIDGE HOLDCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“LC BRECKENRIDGE”).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

Section 1. The Town Council of the Town of Breckenridge finds and determines as follows:

A. Gondola Properties is the owner of real property in the Town legally described below and in Exhibit 1 (“Parcel 1”).

LOT 4, GONDOLA LOTS, FILING NO. 2 - AMENDED, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 2023 UNDER RECEPTION NO. 1319752, COUNTY OF SUMMIT, STATE OF COLORADO.

B. VSRI is the owner of real property in the Town legally described below and in Exhibit 2 (“Parcel 2”).

LOT 1B, BLOCK 4, A RESUBDIVISION OF LOT 1, BLOCK 4, PARKWAY CENTER SUBDIVISION FILING NO. 1 AMENDED & TRACT Q, SHOCK HILL SUBDIVISION, ACCORDING TO THE PLAT FILED NOVEMBER 30, 2005 UNDER RECEPTION NO. 807735 COUNTY OF SUMMIT, STATE OF COLORADO.

C. Gondola Properties is the owner of real property in the Town legally described below and in Exhibit 3 (“Parcel 3”).

LOT 1 AND LOT 3, GONDOLA LOTS, FILING NO. 1 - AMENDED, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 2023 UNDER RECEPTION NO. 1319751, COUNTY OF SUMMIT, STATE OF COLORADO.

D. LC Breckenridge is the is the owner of real property in the Town legally described below and in Exhibit 4 (“Parcel 4”).

LOT 4, FOURTH RESUBDIVISION THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 2018 UNDER RECEPTION NO. 1187721,COUNTY OF SUMMIT, STATE OF COLORADO.

1 E. VSRI is the owner of real property in the Town legally described below
2 and in Exhibit 5 ("Parcel 5").
3

4 A PARCEL OF LAND LOCATED IN A PORTION OF THE REMAINDER OF
5 TRACT C, PEAK 8 SUBDIVISION FILING No. 1 IN SECTION 1, T7S, R78W
6 AND SECTION 36, T6S, R78W OF THE 6th P.M., SUMMIT COUNTY,
7 COLORADO.

8 SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
9 BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, PEAK 8
10 SUBDIVISION FILING No. 1, RECORDED IN THE OFFICE OF THE SUMMIT
11 COUNTY CLERK AND RECORDER UNDER RECEPTION No. 1187721,
12 THENCE ALONG THE EAST LINE OF SAID REMAINDER OF TRACT C
13 S05°36'59"W, 348.85 FEET, THENCE ALONG THE FOLLOWING THREE (3)
14 COURSES AND DISTANCES:

- 15 1. S81°32'31"W, 37.65 FEET S81°32'31"W, 37.65 FEET
- 16 2. N22°54'12"W, 407.45 FEET N22°54'12"W, 407.45 FEET
- 17 3. S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING.
- 18 S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING.
- 19

20 F. VSRI is the owner of real property in the Town legally described below
21 and in Exhibit 6 ("Parcel 6").
22

23 A PARCEL OF LAND LOCATED IN A PORTION OF THE REMAINDER OF
24 TRACT C, PEAK 8 SUBDIVISION FILING No. 1, A PORTION OF THE ADA
25 PLACER (MS 13744) AND A PORTION OF THE TYRA PLACER (MS 13343),
26 IN SECTION 1, T7S, R78W AND SECTION 36, T6S, R78W OF THE 6th P.M.,
27 SUMMIT COUNTY, COLORADO. SAID PARCEL BEING MORE
28 PARTICULARLY DESCRIBED AS FOLLOWS:

29 BEGINNING AT THE SOUTHEAST CORNER OF TRACT C, PEAK 8
30 SUBDIVISION FILING No. 1, RECORDED IN THE OFFICE OF THE SUMMIT
31 COUNTY CLERK AND RECORDER UNDER RECEPTION No. 1187721,
32 THENCE ALONG THE SOUTH LINE OF TIMBER TRAIL SUB. RECORDED
33 UNDER REC. No. 730224 AND FILED IN THE OFFICE OF THE SUMMIT
34 COUNTY CLERK AND RECORDER THE FOLLOWING THREE (3) COURSES
35 AND DISTANCES:

- 36 1. N63°32'19"E, 141.01 FEET N63°32'19"E, 141.01 FEET
- 37 2. N67°05'19"E, 148.45 FEET N67°05'19"E, 148.45 FEET
- 38 3. N56°47'38"E, 25.66 FEET, N56°47'38"E, 25.66 FEET,
- 39 THENCE DEPARTING SAID SOUTH LINE THE FOLLOWING TEN (10)
- 40 COURSES AND DISTANCES:
- 41 1. S20°08'31"E, 66.15 FEET S20°08'31"E, 66.15 FEET
- 42 2. 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A
- 43 RADIUS OF 200.00 FEET, 185.78 FEET ALONG THE ARC OF A CURVE TO
- 44 THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF
- 45 53°13'18" AND A CHORD WHICH BEARS S06°28'08"W, 179.17 FEET.
- 46 3. S33°04'47"W, 45.55 FEET S33°04'47"W, 45.55 FEET
- 47 4. S16°15'16"E, 343.70 FEET S16°15'16"E, 343.70 FEET
- 48 5. S04°00'43"E, 86.48 FEET S04°00'43"E, 86.48 FEET
- 49 6. S36°33'26"E, 132.68 FEET S36°33'26"E, 132.68 FEET

1 7. S78°51'48"W, 172.09 FEET S78°51'48"W, 172.09 FEET
2 8. N78°33'09"W, 673.06 FEET N78°33'09"W, 673.06 FEET
3 9. N12°32'17"W, 219.71 FEET N12°32'17"W, 219.71 FEET
4 10. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID
5 TRACT C. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF
6 SAID TRACT C.
7 THENCE ALONG SAID EAST LINE S26°38'02"E, 255.76 FEET BACK TO THE
8 POINT OF BEGINNING.
9

10 G. BGV Entrada is the owner of real property in Summit County (the "County")
11 legally described below and in Exhibit 7 ("Parcel 7").
12

13 **TRACT A2, A REPLAT OF LOTS A1, B1 AND C, ENTRADA AT**
14 **BRECKENRIDGE, ACCORDING TO THE PLAT FILED JULY 24, 2017 UNDER**
15 **RECEPTION NO. 1146781, COUNTY OF SUMMIT, STATE OF COLORADO.**
16

17 H. The owners of Parcels 1, 2, 3, 4, 5, 6, and, 7 (collectively the "Properties") have
18 completed an application and all required submittals for a development agreement, had
19 preliminary discussions of the application and the term of this proposed development
20 agreement, and the Town has determined that it should commence proceedings for the
21 approval of this Development Agreement.

22 I. Section 9-9-5 of the Breckenridge Town Code states the Town Council has the
23 authority to enter into a development agreement.

24 J. Per Section 9-1-17-12: A of the Breckenridge Town Code, a transfer of density
25 from one lot or parcel within the Town to another lot or parcel within the Town may be approved
26 by the Town Council only in connection with the approval of a development agreement and,
27 therefore, a development agreement provides a means for such an approval and transfer.

28 K. The Town Council finds, determines, and declares that it has the power to adopt
29 this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the
30 Colorado Constitution and the powers contained in the Breckenridge Town Charter.
31

32 L. The Town Council finds, determines, and declares that this ordinance is
33 necessary and proper to provide for the safety, preserve the health, promote the prosperity, and
34 improve the order, comfort, and convenience of the Town of Breckenridge and the inhabitants
35 thereof.

36
37 **Section 2.** The Town Council of the Town of Breckenridge hereby approves the
38 Development Agreement, **Att. A** and **Exs. 1** through 11, attached hereto and incorporated by
39 reference.
40

41 **Section 3.** The Development Agreement shall contain a notice in the form provided in
42 Section 9-9-13 of the Breckenridge Town Code. In addition, a notice in compliance with the
43 requirements of Section 9-9-13 of the Breckenridge Town Code shall be published by the Town
44 Clerk one time in a newspaper of general circulation in the Town within fourteen days after the
45 adoption of this ordinance. Such notice shall satisfy the requirement of Section 24-68-103,
46 C.R.S.

APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
STATUTES AS AMENDED

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 202__, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”), GONDOLA PROPERTIES, LLC, a Colorado limited liability company (“**Gondola Properties**”), BGV PARTNERS ENTRADA LLC, a Colorado limited liability company (“**BGV Entrada**”); Vail Summit Resorts, Inc., a Colorado corporation (“**VSRI**”); and LC Breckenridge Holdco, LLC, a Delaware limited liability company (“**LC Breckenridge**”). The Town, Gondola Properties, BGV Entrada, VSRI, and LC Breckenridge may collectively be referred to herein as the “**Parties**” and each individually as a “**Party**”.

RECITALS

A. Gondola Properties is the owner of real property in the Town legally described in Exhibit 1 (“**Parcel 1**”).

B. VSRI is the owner of real property in the Town legally described in Exhibit 2 (“**Parcel 2**”).

C. Gondola Properties is the owner of real property in the Town legally described in Exhibit 3 (“**Parcel 3**”).

D. LC Breckenridge is the is the owner of real property in the Town legally described in Exhibit 4 (“**Parcel 4**”).

E. VSRI is the owner of real property in the Town legally described in Exhibit 5 (“**Parcel 5**”).

F. VSRI is the owner of real property in the Town legally described in Exhibit 6 (“**Parcel 6**” and collectively with Parcels 1, 2, 3, 4, and 5, the “**Properties**,” each individually a “**Property**”).

G. BGV Entrada is the owner of real property in Summit County (the “**County**”) legally described in Exhibit 7 (“**Parcel 7**”).

H. Parcels 1, 2, and 3 are subject to and controlled by the Breckenridge Grand Vacations Gondola Lot Master Plan (PL-2021-0052) (the “**Gondola Lot Master Plan**”).

I. Parcels 4, 5, and 6 are subject to and controlled by the Eighth Amendment to the Amended Peak 7 & 8 Master Plan PL-2018-0546 (an amendment to PERMIT #2000155) (the “**Peak 7 & 8 Master Plan**”).

J. The current “**Density**” as that term is used in Section 9-1-19-3A of the Breckenridge Town Code (the “**Town Code**”) and reflected as “**SFEs**” as that term is defined in

Section 9-1-5 of the Town Code, existing in the Gondola Lot Master Plan, the Peak 7 & 8 Master Plan, and Parcel 7 is as follows:

- (1) Gondola Lot Master Plan: 143.0 SFEs;
- (2) Peak 7 & 8 Master Plan: 145.8 SFEs; and
- (3) Parcel 7 (Per Land Use District 5): 14.2 SFEs.

K. BGV Entrada has submitted a petition for annexation to annex Parcel 7 (the “**Annexation**”), and upon the annexation of Parcel 7, BGV Entrada and the Town anticipate setting the terms of the Annexation and the development of Parcel 7 by separate agreement.

L. The Parties desire to articulate a comprehensive and coordinated approach to guide the Properties’ use and development.

M. To that end, the Parties further desire to provide for the following general plan of development for the Properties (collectively, the “**Project**”):

(1) With respect to Parcel 1: To preserve the existing parking lot and improve it with limited grading, drainage and water quality, lighting, and landscaping improvements, and to confirm that the historic, 610 parking-space capacity for winter recreational visitors will be credited toward the 1,560 spaces required under that certain Parking Agreement dated November 11, 2003 and recorded on June 29, 2004 in the records of the Summit County Clerk and Recorder (the “**Records**”) at Reception No. 760358 (the “**Parking Agreement**”) irrespective of any reductions resulting from grading, drainage and water quality, lighting, and landscaping improvements or roundabout improvements, on the understanding that a parking attendant will be provided during the winter recreational season to ensure effective parking utilization;

(2) With respect to Parcel 2: To establish a site for employee housing, on privately owned property, as well as the provision of a minimum of 400 parking spaces, as a continuation of historical use of Parcel 2 for overflow parking, plus any required parking for approved employee housing, for winter recreational visitors that will be credited toward the 1,560 spaces required under the Parking Agreement;

(3) With respect to Parcel 3: To allow up to sixteen (16) duplex units distributed in eight (8) buildings;

(4) With respect to Parcel 4: To provide for development of condominium, hotel, and lock-off units and associated uses (including whole and/or fractional ownership), while preserving and/or providing space for VSRI administrative services and the Breckenridge Outdoor Education Center (“**BOEC**”);

(5) With respect to Parcel 5: To create two (2) lots for single-family residential development;

(6) With respect to Parcel 6: To establish a single-family residential subdivision with up to fourteen (14) homesites;

(7) With respect to Parcel 7: If the Annexation occurs, to allow for development of employee housing on Parcel 7 and to authorize the transfer of Density required to accommodate that employee housing; and

(8) With respect to the Gondola Lot Master Plan and Peak 7 & 8 Master Plan: to accommodate the parcel-specific development contemplated above and to provide for the Density transfers necessary to accomplish that development.

(9) With respect to the intersection of North French Street and Park Avenue: to provide for the construction of a roundabout and certain pedestrian improvements as currently contemplated in the Gondola Lot Master Plan, subject to Colorado Department of Transportation (“CDOT”) review and approval.

(10) With respect to all of the foregoing: the Parties currently anticipate phasing the completion of all vertical and horizontal elements on the Properties and Parcel 7 as follows. The improvements on Parcel 1 will occur on the schedule set forth in Section 5.3. The development of Parcels 2 and 3, the construction of a roundabout and associated pedestrian improvements, and the horizontal infrastructure associated with Parcels 5 and 6 will occur in the first phase; the concurrent development of Parcels 4 and 7 will occur in the second phase. This Subsection 10 reflects the Parties’ present, nonbinding intentions, which are subject to change.

N. The Parties acknowledge that Parcels 4 and 5 will include “accommodation units” as that term is defined in Section 4-6-1 of the Town Code (as the same may be amended from time to time) and more commonly known as “Short-Term Rentals.”

O. In connection with the Project, the Parties anticipate that Density will be transferred to and from the Gondola Lot Master Plan to the Properties, resulting in the following total Density-allocations to each Property:

- (1) Parcel 1: 0.0 SFEs;
- (2) Parcel 2: Up to 21.7 SFEs (with up to 13.9 to be provided by the Town);
- (3) Parcel 3: Up to 30.0 SFEs;
- (4) Parcel 4: Up to 220.0 SFEs;
- (5) Parcel 5: Up to 2.0 SFEs;
- (6) Parcel 6: Up to 14.0 SFEs; and
- (7) Parcel 7: Up to 29.2 SFEs.

P. To provide for the Project’s development, Gondola Properties (including its successors and assigns, “**Applicant**”) anticipates submitting one or more Development Applications to (1) amend the Gondola Lot Master Plan (the “**Gondola Lot Amendment**”); (2) amend the Peak 7 & 8 Master Plan (the “**Peak 7 & 8 Amendment**” and collectively with the Gondola Lots Amendment, the “**Master Plan Amendments**”); (3) provide for the development of one or more of the Properties upon the approval of the Master Plan Amendments. The term “**Development Application**” includes, without limitation, any application for any of the development permits described in Section 9-1-18 of the Town Code as well as any subdivision application under Section 9-2-3 of the Town Code.

Q. To guide the Project and to achieve public benefits desired by the Town, the Town and Applicant desire to establish (1) the commitments Applicant will include in its Development Application(s) and (2) the terms upon which the Town will review and approve Applicant’s Development Application(s) that includes those commitments.

R. The Town Council of the Town of Breckenridge (the “**Town Council**”) is the governing body of the Town, with the legal authority to enter into development agreements conferring “**Vested Property Rights**” as defined in and pursuant to, *inter alia*, C.R.S. §§ 24-68-101 *et seq.* (the “**Vested Property Rights Act**”) and ARTICLE 12 of this Agreement.

S. Pursuant to Section 103 of the Vested Property Rights Act, its legislative authority, and Section 9-1-17-11K of the Town Code, and notwithstanding any provision to the contrary set forth in the Town Code, the Town Council intends that this Agreement will be designated as a “**Site Specific Development Plan**” as that term is defined in the Vested Property Rights Act.

T. Pursuant to Chapter 9 of Title 9 of the Town Code, the Town Council has the authority to enter into a development agreement. Section 9-1-17-12A of the Code requires a development agreement to transfer Density within the Town and between master plans. The Town finds that a development agreement is appropriate to accommodate the Density transfers described below. Section 9-17-11K of the Code further authorizes development agreements to extend vested rights beyond the standard three-year vesting period when “warranted in light of all relevant circumstances, including, but not limited to, the size and phasing of the development, economic cycles and market conditions.” The Town finds that all of the relevant circumstances support a vesting period beyond the standard three years.

U. Section 9-1-19-39A.L.5 of the Town Code allows the Town Council to authorize the Planning Commission to review and approve (subject to compliance with all other applicable development policies of the town) an amendment to an approved master plan which is not in compliance with the then current Land use District Guidelines (the “**Guidelines**”). The Town finds that the authorizations described below are warranted under the circumstances.

V. The commitments encouraged to be made in connection with an application for a development agreement in accordance with Section 9-9-4 of the Town Code are as hereafter set forth in this Agreement.

W. The Town Council has received a complete application and all required submittals for a development agreement, has had preliminary discussions of the application and this Agreement, determined that it should commence proceedings for the approval of this Agreement and, in accordance with the procedures set forth in Section 9-9-10C of the Town Code, desires to approve this Agreement by ordinance.

AGREEMENT

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

ARTICLE 1 GENERAL PROVISIONS

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated into and made substantive provisions of this Agreement.

1.2 Effective Date. The rights and obligations of the Parties under this Agreement shall commence on the Effective Date as defined in this Section 1.2, except as otherwise set forth herein. The “**Effective Date**” shall be the date upon which the Town Council, by ordinance or otherwise, approves the Agreement.

1.3 Nature of Agreement. As further provided in ARTICLE 12, as between the Parties, this Agreement is a Site Specific Development Plan as that term is defined in Section 102 of the Vested Property Rights Act and constitutes a development agreement granting and establishing Vested Property Rights for a period consistent with Section 12.3 in accordance with Section 104(2) of the Vested Property Rights Act.

1.4 Relationship to Previous Agreements. This Agreement replaces, supersedes and effects the termination of the following agreements, which shall be of no further force and effect with respect to the Properties:

(a) Amended and Restated Development Agreement between the Town and Gondola Lot Properties LLC dated June 12, 2023, and recorded in the Records on June 14, 2023, at Reception No. 1312523;

(b) Development Agreement between the Town and Gondola Lot Properties LLC dated April 14, 2023, and recorded in the Records at Reception No. 1309020 on April 14, 2023.

(c) Amended and Restated Development Agreement between the Town and LH Mountain Ventures, LLC dated July 19, 2019, and recorded in the Records on January 8, 2020, at Reception No. 1217695; and

(d) Development Agreement between the Town and Lionheart BGV Ventures, LLC, dated August 15, 2018, and recorded in the Records on September 28, 2018, at Reception No. 1181305;

1.5 Landowner Cooperation and Consent.

(a) “**Landowner**” shall mean the owner of a legal or equitable interest in any Property, and includes the heirs, successors, and assigns of such ownership interests.

(b) Each Landowner hereby covenants and agrees to reasonably cooperate and consent to Applicant’s preparation, submittal, and pursuit of any Development Application(s) contemplated under this Agreement and the Town’s approval of the same, subject to such Landowner’s prompt prior review and approval of the applicable Development Application, which shall not be unreasonably withheld. In connection with every Development Application contemplated under this Agreement where Applicant and Landowner are not the same person or entity, the Parties acknowledge and agree that Applicant shall be considered Landowner’s “representative” within the meaning of Section 24-68-102(4)(a) of the Vested Property Rights Act, solely with respect to submission to the Town of this Agreement and any Development Application approved pursuant to this Section 1.5(b).

(c) Each Landowner hereby covenants and agrees to reasonably cooperate in the creation, amendment, and/or execution of such further agreements as may be required to effectuate the provisions of this Agreement. By way of example but not limitation, every Landowner shall, if necessary, execute a Density Transfer Covenant to accomplish the Density transfers contemplated in this Agreement, as more particularly set forth in Section 1.6. Notwithstanding the foregoing, VSRI’s obligation to execute Density Transfer Covenants shall be limited to the transfer of 58.0 SFEs from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan, and VSRI shall have no further obligation to transfer Density or execute any Density Transfer Covenant following the successful transfer of the same.

1.6 Density Transfer Covenants. This Agreement contemplates the Town’s authorization of various Density transfers. Pursuant to Section 9-1-17-12 of the Town Code, Density transfers must be evidenced by a written covenant (a “**Density Transfer Covenant**”). For all Density transfers contemplated under this Agreement, the following terms shall apply:

(a) The Density Transfer Covenant shall be in a form substantially similar to that attached hereto as Exhibit 8.

(b) All Parties necessary for any Density transfer contemplated under this Agreement shall execute a Density Transfer Covenant within thirty-five (35) days of the Final, Non-Appealable Approval of a master plan amendment or other Development Application authorizing the Density transfer. (“**Final, Non-Appealable Approval**” shall mean the passage of any time periods within which any referendum, administrative appeal, or request for review of such approval pursuant to C.R.C.P. 106(a)(4) must be brought, without any such referendum, administrative appeal or C.R.C.P. 106(a)(4) action having been filed, commenced or asserted, or, if filed, commenced or asserted, after any such referendum, administrative appeal or C.R.C.P. 106(a)(4) action is resolved with affirmation that such approval is effective.) The first sentence of this Section 1.6(b) shall not apply to any Density transfer contemplated or authorized for Parcel 7, which Density transfer shall

be accomplished as soon as practicable following the Annexation, if the Annexation is approved.

ARTICLE 2 COMMITMENTS (PUBLIC BENEFITS)

In exchange for the development rights conferred by this Agreement, the Town determines that it is in the public interest to recognize and memorialize the public benefits that the Project will provide as set forth below and more fully in this Agreement.

2.1 Density Relocation. The Town acknowledges and agrees that the Density transfers contemplated in this Agreement will relocate Density from the Town core to the Peak 8 base area, which is a more appropriate development location. The Town further acknowledges that the contemplated transfers will relocate approximately seventy-four (74) percent of the currently available Density away from Town core (approximately sixty-three [63] percent to the Peak 8 base area, and approximately eleven [11] percent to Parcel 7), and, after all density transfers occur, Density within Gondola Lot Master Plan will be reduced by approximately sixty-four (64) percent.

2.2 Development Intensity Reduction. The Gondola Lots Master Plan protects and provides for Density to be used in the Town core under an earlier version of the Town Code. The Town acknowledges and agrees that as the result of later modifications to the Town Code that will apply to development contemplated under this Agreement, the Density contemplated in this Agreement is anticipated to reduce development intensity as compared to the existing approved Gondola Lot Master Plan by approximately 90,000 square feet.

2.3 No Vertical Construction Proposed on Parcel 1; Parking Improved on Parcel 2. Upon approval of the Development Application(s) contemplated in this Agreement, Parcel 1 will remain as a surface parking lot for winter recreational visitors. Drainage and water quality, landscaping, and lighting will all be improved as set forth in ARTICLE 5, and, as more particularly set forth in ARTICLE 6, no parking structure will be erected on Parcel 2 and the existing surface parking lot on Parcel 2 will also be improved by Applicant. Nothing in this Agreement precludes the Landowner of Parcel 1 and the Town from jointly agreeing through a future development agreement process to a different use on Parcel 1.

2.4 Employee Housing. The Town acknowledges and agrees that the Agreement:

(a) Provides for, on private property, critically needed employee housing for the community beyond the employee housing that would be required by the Town Code;

(b) Does not require any construction costs to be incurred by the Town for any of the employee housing contemplated in this Agreement;

(c) Obligates Applicant to provide up to 7.8 SFEs of market-rate Density on Parcel 2, which reduces the need for Town-transferred Density for employee housing on that parcel; and.

(d) For Parcel 4, requires Applicant to provide employee housing in compliance with the Town Code on Parcel 7, if the Annexation is successful, or elsewhere if it is not.

Additionally, if the Annexation is successful and Applicant constructs employee housing on Parcel 7, any housing constructed beyond that required to satisfy the employee housing requirements for the development of Parcel 4 shall not be “banked” or “reserved” to satisfy the employee housing obligations of future developments and shall instead represent a public benefit.

2.5 Infrastructure Contribution. Subject to CDOT review and approval and provided circumstances beyond Applicant’s control do not prevent Applicant from complying with the timing set forth herein, prior to issuance of any certificate of occupancy for Parcel 3, Applicant shall design and construct Park Avenue and Ski Hill Road intersection improvements including such improvements as signage, ADA compliant pedestrian facilities (e.g., ramps and push buttons), and turn-lane restriping for eastbound and westbound movements as described in the East Peak 8 Traffic Impact Study Update (July 2023) up to \$500,000 of design and construction costs.

2.6 Sol Center Contribution. Applicant shall, within a reasonable time following the Family & Intercultural Resource Center’s (“**FIRC**”) written request, contribute \$2.0 million toward the FIRC/Building Hope capital fundraising campaign for use toward the Sol Center.

2.7 Cucumber Gulch Improvements.

(a) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant will establish with the Town an environmental improvement fund dedicated to ecosystem and habitat improvements to protect Cucumber Gulch funded by a fee of \$2/rental room per night in perpetuity.

(b) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant shall make a one-time \$125,000 contribution to the Town for constructed improvements or other management or conservation expenses in Cucumber Gulch.

2.8 Vehicle Trips. As set forth more particularly in ARTICLE 8, vehicle trips on Ski Hill Road will be reduced through the construction of the required employee housing for Parcel 4 on Parcel 7 or otherwise off-site as allowed by Absolute Policy 24/Social Community subsection F.1.a.(iv).

**ARTICLE 3
GONDOLA LOT MASTER PLAN AMENDMENT**

Upon and from Applicant’s submission of a complete Development Application for the Gondola Lot Amendment, the Town covenants and agrees that the Town shall:

3.1 Recognize that 143 SFEs of Density exist under the Gondola Lot Master Plan. The 143 SFEs do not include the fifty-eight (58) SFEs of Density to be transferred by VSRI, including up to two (2) SFEs to be used as commercial SFEs, that were intended to be transferred to Parcel 4 but for which no Density Transfer Covenant was ever entered into or recorded.

3.2 Specify total proposed Density and allocate Density to the Properties as follows:

(a) Parcel 1: 0.0 SFEs

(b) Parcel 2: Up to 21.7 SFEs (provided that the Town transfers 13.9 SFEs of Town Density as more fully set forth in Section 6.1(a)); and

(c) Parcel 3: Up to 30.0 SFEs.

3.3 Authorize the transfer of Density from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan, allow any new Density transfer into the Gondola Lot Master Plan for the construction of employee housing on Parcel 2, and specify total overall Density for the Gondola Lot Master Plan without the assignment of negative points under any “**Relative Policy**” or the failure of an “**Absolute Policy**” as those terms are defined in Section 9-1-5 of the Town Code. This includes, but is not limited to, a waiver from Absolute Policy 39/Master Plans 9-1-19-39A subsection I regarding Density and acknowledgment that no modification to any of the underlying Guidelines is necessary.

3.4 Require separate Density Transfer Covenant(s) for the transferred Density.

3.5 Grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A. subsection L.3 that requires a master plan to be brought into compliance with the current development policies of the Town when amended to the extent necessary to accommodate the more particular provisions set forth in this Agreement.

3.6 Recognize and carry forward the existing applicable Gondola Lot Master Plan Point Analysis, as reflected in PL-2021-0052, as allowed by Development Code Section 9-1-17-3.5 Duration of Point Assignments.

3.7 As authorized by Section 9-1-17-11K of the Town Code, establish a vesting period of five years for the Gondola Lot Master Plan, beginning from the date the Gondola Lot Amendment becomes effective.

ARTICLE 4 PEAK 7 & 8 MASTER PLAN AMENDMENT

Upon and from Applicant’s submission of a complete Development Application for the Peak 7 & 8 Amendment, the Town covenants and agrees that the Town shall:

4.1 Acknowledge that a total of 145.8 SFEs exist in the Peak 7 & 8 Master Plan. This includes the total remaining entitled Density for the Peak 8 Base Area of the Peak 7 & 8 Master Plan of 71.6 Residential SFEs, 9.0 Commercial SFEs, and 7.2 Guest Service Facilities SFEs and the fifty-eight (58) SFEs, including up to two (2) SFEs to be used as commercial SFEs, to be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan as currently reflected in those master plans, and as reflected in Staff Reports PL-2018-0576 and PL-2018-0546.

4.2 Authorize a Density transfer into the Peak 7 & 8 Master Plan area, from the Gondola Lot Master Plan, in excess of the existing Peak 7 & 8 Master Plan allowance and

underlying Guidelines without the assignment of negative points under any Relative Policy, the failure of an Absolute Policy, or need to modify the underlying Guidelines. This also includes a waiver from Absolute Policy 39/Master Plan, 9-1-19-39A subsection I regarding Density.

4.3 Concurrently process a Development Application or Applications for the subdivision of Parcels 5 and 6 to create individual residential lots, provided that the application(s) are complete and comply with the provisions of Chapter 2 of Title 9 of the Town Code (“**Subdivision Standards**”) and on the condition that a restrictive covenant (the “**Restrictive Covenant and Deed Restriction**”) will be recorded in title to the further subdivided lots so established on Parcels 5 and 6 (each, a “**Lot**”, and collectively, the “**Lots**”) providing as follows:

(a) Applicant shall designate a minimum of eight (8) of the Lots as restricted lots (each, a “**Restricted Lot**” and collectively, the “**Restricted Lots**”) that cannot be sold or conveyed to a third party until (i) the Town issues a temporary or final certificate of occupancy for the employee housing contemplated on Parcel 2; and (ii) CDOT accepts the roundabout improvements or Applicant posts the security contemplated in Section 6.1(d) (the “**Restricted Lot Release Conditions**”).

(b) Applicant shall have the right, from time to time in its sole discretion, and with written notice to the Town but without the requirement of further consent or action by the Town, to designate or redesignate any of the Lots a Restricted Lot, so long as a minimum of eight (8) of the Lots remain Restricted Lots until the Restricted Lot Release Conditions are satisfied.

(c) Upon satisfaction of the Restricted Lot Release Conditions, the Town shall promptly terminate the Restrictive Covenant and Deed Restriction by recording an instrument evidencing such termination. The Town’s Community Development Director is authorized to execute and record such termination upon confirmation that the Restricted Lot Release Conditions have been satisfied.

4.4 Specify total proposed Density, including the previous fifty-eight (58) SFEs of Density with up to two (2) SFEs to be used as commercial SFEs, and allocate Density to the Peak 7 & 8 Master Plan’s planning areas and/or specific sites in the Peak 7 & 8 Master Plan as follows:

- (a) Parcel 4: Up to 220 SFEs
- (b) Parcel 5: Up to two (2) SFEs; and
- (c) Parcel 6: Up to fourteen (14) SFEs.

4.5 Require separate Density Transfer Covenant(s) for the transferred Density.

4.6 Provided the Peak 7 & 8 Amendment includes a sufficiently specific request for the following, create new development locations in the Peak 7 & 8 Master Plan’s Planning Areas with Density and use assignments, without the assignment of any negative points, failure of an Absolute Policy, or the need to modify the underlying Guidelines, for the following:

- (a) Parcel 5; and

(b) Parcel 6.

4.7 Recognize and find that (a) the Peak 7 & 8 Master Plan was first adopted prior to October 17, 1994; (b) the Peak 7 & 8 Master Plan contains provisions which are materially inconsistent with the current Guidelines; (c) a legal and factual basis exists for the assertion the Landowners of Parcels 4, 5, and 6 have vested property rights under the existing master plan; and (d) there are significant public benefits which will result from the approval of the amendment to the master plan without requiring compliance with the current Guidelines, and that therefore, pursuant to Absolute Policy 39/Master Plans 9-1-19-39A subsection L.5, the Peak 7 & 8 Master Plan may be amended without requiring compliance with the then current Guidelines.

4.8 Grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A subsection L.3, which requires master plans to brought into compliance with the Town’s then current development policies and master plan, to allow existing provisions of the Peak 7 & 8 Master Plan to be carried forward.

4.9 Recognize and find that the Peak 7 & 8 Master Plan is located in two (2) or more land use districts and that Absolute Policy 39/Master Plans 9-1-19-39A subsection I.2 therefore allows density to be reallocated notwithstanding Section 9-1-17-12’s density transfer requirements, and acknowledge that no modification to the underlying Guidelines is necessary.

4.10 Per 9-1-17-3.5, Duration of Point Assignments, recognize and continue to apply the Amended Peak 7 & 8 Master Plan Point Analyses from the original Permit #2000155. By way of example but not limitation, the Town shall use the point analysis from the Seventh Amendment to the Peak 7 & 8 Master Plan (PL-2017-0697, Class A, Combined Hearing - A Modification to PERMIT #2000155) and the point assignments set forth therein.

4.11 Extend vesting of the Peak 7 & 8 Master Plan from November 8, 2025, to November 8, 2032 as allowed by 9-1-17-11K of the Town Code.

ARTICLE 5 PARCEL 1

5.1 With respect to Parcel 1, any Development Application shall comply with the following terms:

(a) The configuration of the proposed use and improvements shall be similar to the DTJ Design conceptual plan reviewed and endorsed by the Town Council on November 28, 2023, and attached hereto as Exhibit 9 (the “**Parcel 1 Concept Plan**”).

(b) Stormwater facilities and practices will be designed, constructed, and/or implemented pursuant to the standards set forth in Chapter 6 of the Town’s Engineering Design and Construction Specifications.

(c) A limited amount of landscaping will be provided to the extent compatible with snow storage locations and stormwater and/or water quality improvements. Subject to staff design suggestions, additional landscaping will be installed on the northern and eastern portion of Parcel 1 as requested by the Town Council.

(d) A limited amount of Dark-Sky lighting will be provided to the extent required for pedestrian safety. Over-lighting the site is discouraged, and lighting shall be kept to a minimum that still allows for pedestrian safety.

(e) A parking attendant shall be provided on-site while Breckenridge Ski Resort is open to the public for lift-accessed skiing to facilitate vehicle parking on the lot from opening to 3:00 p.m., or until the lot is filled, whichever is first to occur.

5.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 5.1, the Town covenants and agrees that the Town shall:

(a) Consistent with definition of “Development” and Town Council’s discretion under Section 9-1-5C of the Town Code, and in recognition that no Density will be required, refrain from considering improvements depicted on the Parcel 1 Concept Plan and/or described in Section 5.1(a)-(d) (collectively, the “**Parcel 1 Improvements**”) as, “Development”; refrain from assigning any negative points under a Relative Policy or the failure of an Absolute Policy; and not apply the Town’s Off-Street Parking Regulations.

(b) Acknowledge that no modification to the underlying Guidelines is required.

(c) Acknowledge and agree that Parcel 1 has historically provided, and following the construction of the Parcel 1 Improvements, will, with the support of the required attendant, continue to provide 610 vehicle parking spaces toward the 1,560 parking spaces required under Section 1.G of the Parking Agreement. None of the Parcel 1 Improvements shall be construed as diminishing this acknowledged and agreed 610-space capacity.

(d) Include all terms concerning the contemplated Parcel 1 Improvements, as set forth in the above Section 5.1 in the amended Gondola Lot Master Plan, including without limitation recognition of the 610 qualifying spaces.

5.3 Following Final, Non-Appealable Approval of the Gondola Lot Amendment upon the terms set forth in Section 5.2, Applicant shall submit to the Town a site plan application for approval of the Parcel 1 Improvements, in substantially the form depicted on the Parcel 1 Concept Plan, with the addition of the Town Council-requested improvements. This site plan application shall be independent of any other site plan application(s) in the Gondola Lot Master Plan boundaries and the Town’s conditional obligations set forth in Section 5.2 shall continue to apply in connection with its consideration of such site plan application. The Parcel 1 Improvements will be implemented by Applicant in stages and shall be substantially completed either upon the issuance of a final certificate of occupancy for all improvements on Parcel 4 or within six (6) years from the Effective Date, whichever is earlier.

ARTICLE 6 PARCEL 2

6.1 With respect to Parcel 2, any Development Application shall comply with the following terms:

(a) Applicant and the Town will make available to Parcel 2 Density sufficient to construct employee housing beyond that required by the Town Code as follows:

(i) Applicant will provide up to 7.8 SFEs of Density; and

(ii) The Town will provide up to 13.9 SFEs of Density upon or before issuance of a building permit for the employee housing contemplated for Parcel 2.

(iii) A separate Density Transfer Covenant shall be required to transfer the Town-supplied Density.

(b) Applicant shall cause to be constructed forty-eight (48) bedrooms of employee housing in eight (8), six-plex dorm-style units with each bedroom to include its own bathroom, or in such other format as Applicant and the Town may in writing agree upon, per Absolute Policy 24/Social Community, and shall provide an executed covenant consistent with Policy 24 and the Town's Administrative Housing Rules and Regulations as follows:

(i) **Minimum Lease Term:** When rental of an affordable workforce housing unit is authorized, the master lessor shall be authorized to set the length of the lease, provided that no unit shall be used as an Accommodation Unit, as that term is defined under the Town Code. Any such tenancy approved by the Town shall be to a person meeting the definition of a Qualified Occupant under the Town Code. Unrelated roommates must all be Qualified Occupants;

(ii) The Town will establish a maximum rental rate for each rental unit based on factors including the market conditions, the type of development and/or the AMI targets as further specified below;

(iii) Rental units shall not be used for or be eligible for Short-Term Rental as defined in Title 4 of the Town Code;

(iv) All Town and Applicant provided Density will be limited to approximately 85% of a 60% Area Median Income ("AMI") studio unit rental rates per bedroom for dormitory style units as specified in the Summit County Housing Authority 2023 Summit County Area Median Income (AMI) Table as baseline rents. This equates to \$989.40 per bedroom per month as of the Effective Date. Rents shall include electric, gas, water, sewer, trash, and snow removal costs.

(v) Beginning from the Effective Date, initial rates will escalate at 2.0% annually until construction is completed and the improvements on Parcel 2 receive a final certificate of occupancy, at which point annual rents will escalate at 3.0% annually in perpetuity; and

(vi) Any owner/master lessor of the provided employee housing on Parcel 2 will offer any seasonal vacancy to local community non-profit organizations for use pending availability and subject to the owner/master lessor's reasonable discretion.

(c) To facilitate a safe Park Avenue crossing for winter recreational parking lot users, upon the issuance of a final certificate of occupancy for the improvements contemplated on Parcel 2, Applicant shall provide an electric shuttle connection from the contemplated Parcel 2 parking area to the BreckConnect Gondola and/or Breckenridge Station transit center on Watson Avenue when the parking lot is open to winter recreational visitors. Subject to CDOT review and approval, no later than two years after the Town's and CDOT's approval of the same, Applicant shall install Park Avenue/French Street pedestrian improvements, such as at-grade crosswalk striping, push buttons, signage, pedestrian refuge islands, or barriers in Park Avenue to the extent permitted by the Town, CDOT, and any other applicable regulatory entity.

(d) Subject to CDOT approval, Applicant will complete a roundabout at the intersection of North French Street and Park Avenue and prior to the issuance of a final certificate of occupancy for the employee housing contemplated in Section 6.1(b), or, if Applicant is unable to complete the roundabout prior to the issuance of such certificate of occupancy, Applicant shall post a completion bond in an amount sufficient to guarantee the roundabout's completion. Notwithstanding any provision to the contrary in this Agreement, the Parties acknowledge and agree that Applicant's obligation to complete the roundabout contemplated in this Section shall not be considered a public benefit and shall be eligible for an award of positive points.

(e) Stormwater facilities and practices will be designed, constructed, and/or implemented pursuant to the standards set forth in Chapter 6 of the Town's Engineering Design and Construction Specifications.

6.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 6.1, the Town covenants and agrees that the Town shall:

(a) Permit the Density transfers contemplated in Section 6.1(a) in excess of the existing Gondola Lot Master Plan Density and underlying Guidelines without the assignment of negative points under any Relative Policy or the failure of any Absolute Policy arising from such transfers at the time of master plan amendment and/or site plan review, or the need to amend the underlying Guidelines to accomplish such transfers.

(b) Acknowledge and agree that the 400 winter recreational parking spaces on Parcel 2 (or other proposed and approved amount) will count towards the overall 1,560 total parking space requirement of Section 1.G of the Parking Agreement.

(c) In recognition of the historical and proposed vehicle parking, consistent with the Parking Agreement, grant waivers from Absolute Policy 2/Land Use District Guidelines and Relative Policy 2/Land Use District Guidelines for the parking lot use.

(d) Not award negative points under Relative Policy 5/ Architectural Compatibility (Town Code Sections 9-1-19-5R.A and 9-1-19-5R.B) for use of modular construction of the building(s) and the use of non-natural materials to reduce maintenance and increase longevity of the building(s), provided that fiber cement siding is used on

building elevations and windows are trimmed in natural wood as allowed by Relative Policy 5.

(e) Grant a waiver from Relative Policy 7/Site and Environmental Design and its multiple subsections, including, but not limited to: Site Design and Grading for site disturbance associated with constructing a parking lot and employee housing building(s) into the hillside; under Retaining Walls for the use of retaining walls and for walls that exceed four (4) feet in height; and Site Buffering, and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent with conceptual plan prepared by DTJ Design and reviewed by the Town Council on December 12, 2023 (the “**Parcel 2 Concept Plan**” attached hereto as Exhibit 10). The Parcel 2 Concept Plan, or a plan substantially similar thereto, shall be incorporated into the design of Parcel 2 in order for these waivers to become effective.

(f) Grant waivers from Absolute Policy 22/Landscaping subsection B.8 requiring six (6) percent of the interior area of a parking lot to be landscaped and Section 9-3-9J. of the Off-Street Parking Standards requiring landscaping equal to twenty-five (25) feet per parking stall based on the nature of the recreation skier parking lot use and needed snowplowing operations.

(g) Grant a waiver from Relative Policy 13/Snow Storage, provided that Applicant accommodates snow storage at a minimum ten (10) percent of the plowable area.

(h) With considerations for public safety, grant waivers for up to two private accesses on Woods Drive, private accesses radius and geometry, private accesses spacing, road slope connections for private accesses, private accesses cross-slopes, and design to accommodate a 30’ bus shuttle service to serve the winter recreational visitor parking spaces on the site. These waivers are from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Sections 5.10.2.1 and 5.10.2.2 for up to two accesses; 5.10.7.2 and Table 5.11 for the driveway/private access radius; 5.10.8.2 for the access geometry; 5.10.8.1 for the cross-slopes; and 5.10.5 and Table 5.10 for spacing); Off-Street Parking Regulations (Section 9-3-9.A compliance with codes); and associated Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure of the Town Code.

(i) Permit a limited amount of Dark Sky compliant lighting to be provided on-site for pedestrian safety and waivers from Absolute Policy 46/Exterior Lighting, Title 9, Chapter 12 Exterior Lighting Regulations, and Title 9, Chapter 3 of the Town Code as over-lighting the site is discouraged. Timers, motion sensors, or other devices are encouraged to keep the lighting at a minimum for safety.

(j) Acknowledge that the construction and maintenance of an overpass or underpass traversing Park Avenue is unnecessary based upon the proposed residential uses and limited use of the winter recreational parking lot, and provision of shuttle service and other improvements as set forth in Section 6.1(c).

(k) To the extent Applicant is required to install barriers in or adjacent to Park Avenue as contemplated in Section 6.1(c), grant a waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments.

ARTICLE 7 PARCEL 3

7.1 With respect to Parcel 3, any Development Application shall comply with the following terms:

(a) If the Town identifies any wetland impacts beyond those identified in that certain The Gold Rush Lots Wetland Technical Report prepared by Alpine Ecological Resources dated October 26, 2023 (attached hereto as Exhibit 11, the “**Wetlands Report**”), the impacted wetland area shall be replaced at a rate of 2:1 through an in-lieu fee program assumed by Applicant substantially similar to the Colorado Western Slope In-Lieu Fee Program identified in the Wetlands Report.

(b) No certificate of occupancy for any improvements on Parcel 3 shall be issued until a certificate of occupancy is issued for the employee housing contemplated on Parcel 2, as more particularly set forth in ARTICLE 6.

7.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 7.1, the Town covenants and agrees that the Town shall:

(a) Acknowledge that the impact to the wetlands on Parcel 3 is as reflected in the Wetlands Report and the mitigation proposed therein is sufficient to grant the waivers set forth in this Section 7.2.

(b) Grant waivers from Town Code Section 10-2-4-3 Setbacks of the Engineering Process and Regulations, Section 7.6.1 Setbacks of the Engineering Design Standards and Construction Specifications, and Title 10 of the Engineering Process and Regulations regarding mitigation for the limited purposed of site grading, drainage and water quality improvements.

(c) Grant waivers from Policy 7/R Site and Environmental Design and all its subsections, and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent with conceptual plan prepared by DTJ Design and reviewed and approved by the Town Council on November 14, 2003 (the “**Parcel 3 Concept Plan**”), or a plan substantially similar thereto.

(d) If the Town identifies any wetland impacts beyond those identified in the Report and Applicant mitigates the newly identified impacts consistent with Section 7.1(a), the Town shall grant any needed waivers from any Engineering Process and Regulations and Engineering Design Standards and Construction Specifications, and the Town Code policies related to such impacts and replacement, including but not limited to Absolute Policy 31/Water Quality.

(e) With considerations for public safety, grant waivers for multiple private accesses on Woods Drive, private accesses spacing, road slope connections for private accesses, and private accesses cross-slopes. These waivers are from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Sections 5.10.2.1 and 5.10.2.2 for the multiple accesses; 5.10.5 and Table 5.10 for spacing; and 5.10.8.1 for the cross-slopes); Off-Street Parking Regulations (Section 9-3-9.A compliance with codes and 9-3-9.F for grades); and the corresponding Absolute Town Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure.

(f) Grant a waiver from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.1), Off-Street Parking Regulations (Section 9-3-9.A), and the corresponding Absolute Development Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure, allowing more than four units to be served by a private access, provided that Applicant shall construct and maintain any such access in perpetuity.

(g) To the extent Applicant is required to install barriers in or adjacent to Park Avenue as contemplated in Section 6.1(c), grant a waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments.

(h) Provide for the Parcel 3's subdivision into duplex lots or footprint lots in accordance with the Town's Subdivision Standards.

ARTICLE 8 PARCEL 4

8.1 With respect to Parcel 4, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to transfer Density into the master plan and assign additional Density to Parcel 4, in excess of the Density currently allowed by the master plan and underlying Guidelines, without the assignment of negative points under any Relative Policy or failure of any Absolute Policy, or the need to modify the underlying Guidelines, as follows: up to 74.2 SFES shall be transferred to the Peak 7 & 8 Master Plan from the Gondola Lot Master Plan for Parcel 4 and fifty-eight (58) SFES, including up to two (2) SFES to be used as commercial SFES, will be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan. The Town acknowledges and agrees that such fifty-eight (58) SFE transfer is reflected in the now-existing versions of the Gondola Lot Master Plan and the Peak 7 & 8 Master Plan, but no Density Transfer Covenant was ever entered into or recorded.

(b) Prior to the issuance of a final certificate of occupancy for any building(s) on Parcel 4, Applicant shall make space available to the BOEC. Notwithstanding any provision to the contrary in this Agreement, the Parties acknowledge and agree that Applicant's obligation to make space available to the BOEC as contemplated in this Section shall not be considered a public benefit and shall be eligible for an award of positive points.

(c) In addition to the parking spaces required to be provided by the Peak 7 & 8 Master Plan at the time of site plan review, Applicant shall provide, and reserve in perpetuity, up to thirty-five (35) parking spaces for VSRI on-site employees and six (6) oversized/ADA parking stalls for use by the BOEC. The VSRI parking spaces may not be used by the general public or for any other use but for parking for on-site VSRI employees and the BOEC parking spaces may not be used by the general public or for any other use other than parking for BOEC activities. The provisions of this Section 8.1(b) shall be included in the Peak 7 & 8 Master Plan.

(d) Building Height

(i) The maximum height of any building proposed for Parcel 4 shall not exceed the elevation of the existing east cross gable of One Ski Hill Place, as specified in the Peak 7 & 8 Master Plan and its attachments. This maximum height will serve as an “Absolute” policy under the Town Code.

(ii) Relative Policy 6 “Building Height” shall apply to the Town’s review of a site plan application. Pursuant to the Peak 7 & 8 Master Plan, for the purpose for assessing or awarding points under Relative Policy 6 the heights of the buildings to be constructed on Parcel 4 shall be evaluated against the height requirements of the Town Code and the recommended heights for Land Use District 39 as they were in effect on February 26, 2013.

(iii) Pursuant to the Peak 7 & 8 Master Plan, the height of buildings at the Peak 8 base area only (including Parcel 4) are to be measured “to the proposed finished grade elevation at the exterior wall below,” and not to natural grade, which generally does not exist in the area, provided that such proposed finished grades shall not include artificial appearing berming or fill. Artificial appearing berming or fill is characterized by excessive rise and steep grades in the vicinity of building foundations. (Emphasis added.) The height of the building on Parcel 4 shall be established in accordance with the Town Code and Land Use District 39 of the Guidelines, in effect on the Effective Date, provided, however, that the Town and Applicant shall establish a method for determining the finished grades above which heights shall be measured in order to account for the lack of natural grades and the anticipated filling of the lowered and generally flat grades currently existing at the Peak 8 base area.

(e) Employee housing will be provided subject to the following terms:

(i) Applicant shall comply with Absolute Policy 24/Employee Housing and will relinquish any rights to provide such housing in connection with the development of Parcel 4 upon any different terms that may have been identified in any earlier agreement or approval.

(ii) If Parcel 7 has been annexed into the Town, Applicant shall cause all required employee housing to be provided on Parcel 7 prior to the issuance of a certificate of occupancy for Parcel 4, unless it is not feasible to construct all

required units on Parcel 7, in which case Applicant shall provide the balance of any required units through any alternative means permitted under the Town Code. If Parcel 7 has not been annexed into the Town, Applicant's obligation to provide employee housing under the Town Code shall remain unchanged, and it shall be Applicant's responsibility to provide the required employee housing through any alternative means permitted under the Town Code. In no event shall Applicant provide employee housing required for Parcel 4 through conversion of housing units in Breckenridge Terrace.

(f) Upon issuance of the final certificate of occupancy for all buildings on Parcel 4 Applicant shall deliver to the Town documentation sufficient to demonstrate that any right of access to Parcel 4 via Saw Mill Run Road has been abandoned.

8.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 8.1, the Town covenants and agrees that the Town shall:

(a) Grant a waiver from Absolute and Relative Policy 3/Density for the underground parking area square footage.

(b) Permit amendment of the Peak 7 & 8 Master Plan that reflects that maximizing the buffer distance to Parcel 4's eastern property line is more important than designing any building to step down to the east, provided that the eastern edge of a building's footprint may not be located any further to the east than that shown on the DTJ Design plans reviewed and approved by the Town Council during the November 14, 2023 work session (the "**Parcel 4 Concept Plan**").

(c) Not assign negative points under Relative Policy 7/Site and Environmental Design – Retaining Walls, in recognition that the site has been previously disturbed and that retaining walls will be used in an effort to retain slopes as called for by Policy 7.

(d) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Sections 5.10.2.1 and 5.10.2.2), Off-Street Parking Regulations (Section 9-3-9A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, 26/Infrastructure for two (2) accesses onto Parcel 4 – for deliveries/loading and for public/guests, and for loading area backout movements onto Ski Hill Road.

(e) Acknowledge and agree that constructing the required employee housing on Parcel 7 or otherwise off-site will reduce vehicle trips up/down Ski Hill Road meeting Absolute Policy 24/Social Community subsection F.1.a.(iv).

(f) Acknowledge and agree that outdoor heated sidewalks, pools/spas impacts, etc. will be minimized to the extent practicable but that Applicant cannot mitigate all required impacts on-site due to elevation, current technology, and roof design/size. The Town shall allow off-site mitigation of the Renewable Energy Mitigation Program ("**REMP**") upon the following terms:

(i) REMP mitigation will be provided via a three-step approach: (1) solar on-site; (2) off-site within the Town on properties controlled by Applicant; and (3) fee in lieu based on the current REMP policy and calculator if offset energy is not provided prior to Certificate of Occupancy for Parcel 4. Applicant consents to the Town's review and approval of all mitigation via the applicable development review process(es). Applicant may submit, and the Town will process, an application meeting Town Code requirements for off-site solar mitigation improvements for credit to the Town for review and approval upon execution of this Development Agreement due to the construction lead time for Parcel 4 credit.

(ii) Applicant will provide a third-party analysis, in a form acceptable to the Town, of the required amount of solar offset.

(iii) The Town staff shall determine the extent of emergency egress and pedestrian circulation safety to be exempt from REMP and Absolute and Relative Policy 33/Energy Conservation during site plan review.

(g) Issue, upon application for the same, such permit(s) as may be required by the Town to allow one or more Applicant-provided temporary structures accommodating VSRI's administration functions necessary or appropriate for the operation of the Breckenridge Ski Resort, as well as Applicant's pre-operation functions on Parcel 4, to be placed on Parcel 4, or other location(s) suitable to the Town and VSRI and Applicant, and maintained in such location(s) until Applicant constructs guest services spaces for VSRI's use and occupancy; provided, however, that all approved temporary structures shall be removed by Applicant no later than sixty (60) days after the issuance of any final certificate of occupancy for all structures on Parcel 4. The Town shall also grant such waivers including, without limitation, from Absolute Policy 36/Temporary Structures as may be necessary to effectuate the terms of this section.

(h) Allow the parking garage contemplated on Parcel 4 to be used as temporary construction parking while the on-site building(s) is under construction.

(i) Permit Condominium, Condominium/Hotel, and/or Hotel/Lodging/Inn uses, and Timeshare Interests, whether by way of whole or fractional ownership, as those capitalized terms are defined in Section 9-1-5 of the Town Code, and associated commercial, guest services facilities, and other amenities.

8.3 Following Final, Non-Appealable Approval of the Development Application(s) contemplated under Section 8.1 and prior to issuance of the final certificate of occupancy for the improvements on Parcel 4, Applicant shall enter into such agreement as the Town reasonably may require that provides for the following:

(a) At the end of the first year after issuance of the final certificate of occupancy and every year thereafter for the first five (5) years after issuance of such final certificate of occupancy, Applicant will provide a trip report to the Town. Trips will be defined as the number of trips into the garage anticipated to be constructed on Parcel 4 plus the number of trips out of that garage on a daily basis.

(b) If during any single calendar month of each of such five (5) years the number of trips exceeds an average of 1,600 trips per day, for every 100 trips in excess of 1,600, Applicant will acquire and transfer one additional electric shuttle van to the Breckenridge Mountain Master Association (“BMMA”). Until such time as the threshold described in the preceding sentence has been reached the residents and guests of the anticipated development shall have access to the transportation (van) system operated by the BMMA in the same manner as is provided to other properties located within the boundaries of the BMMA. A letter from the BMMA confirming the same shall be provided to the Town.

8.4 If the Annexation has not been approved at or before the time the obligation to provide employee housing under Absolute Policy 24/Social Community in connection with the development of Parcel 4 is due, the Town shall allow Applicant to transfer up to 15.0 SFEs for employee housing mitigation to other properties within the Town to satisfy the employee housing mitigation requirements. Nothing in this Section 8.4 shall be construed as limiting the alternative means of delivering employee housing to satisfy Absolute Policy 24/Social Community as permitted under the Town Code.

ARTICLE 9 PARCEL 5

9.1 With respect to Parcel 5, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to create a Parcel 5 Planning Area, allow single-family residential uses, and assign Density to this area without the assignment of any negative points under any Relative Policy or the failure of an Absolute Policy, or the need to modify the underlying Guidelines;

(b) Applicant shall construct and maintain private driveways on Parcel 5 serving the two homesites from Four O’Clock Run Road;

(c) Applicant shall include a plat note on the final plat indicating that the future homes on the lots will be limited to a total of 7,500 square feet of Density per lot;

(d) Applicant shall include a plat note on the final plat stating that a Plant Investment Fee (“PIF”) equal to 1.25 of the in-Town PIF rate shall be assessed at the time of building permit for each single-family residence.

(e) Applicant shall cause BMMA shuttles to serve each completed home.

9.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 9.1, the Town covenants and agrees that the Town shall:

(a) Allow for the transfer of Density contemplated in Section 8.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy and acknowledge that no modification of the underlying Guidelines is necessary.

(b) Grant waivers allowing the private driveways' grade to exceed, up to a maximum grade of ten (10) percent, the requirements set forth in Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.8.1), Off-Street Parking Regulations (Sections 9-3-9.A and 9-3-9.F), and corresponding Development Code Absolute Development Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking and 26/Infrastructure.

(c) Grant relief from the Subdivision Standards Sections 9-2-4-5C.2 and 9-2-4-5C.7.b.4 related to the depth and widths of lots and shape of disturbance envelopes.

ARTICLE 10 PARCEL 6

10.1 With respect to Parcel 6, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to create a new Parcel 6 Planning Area, allow the single-family residential uses, and assign Density to this area without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy, and no modification of the underlying Guidelines is necessary.

(b) Each proposed single-family lot on Parcel 6 shall be a minimum of .60 acres.

(c) Applicant shall include a plat note indicating that the future single-family homes will be limited to 7,500 square feet of Density.

(d) Applicant shall include a plat note stating that a PIF equal to 1.25 of the in-Town PIF rate shall be assessed at the time of building permit for each single-family residence.

(e) Applicant shall cause BMMA shuttles to serve completed homes on Parcel 6.

10.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 10.1, the Town covenants and agrees that the Town shall:

(a) Allow for the transfer of Density contemplated in Section 10.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy and acknowledge that no modification of the underlying Guidelines is necessary.

(b) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.6.3.2), Off-Street Parking Regulations (Section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering Regulations to be met for the length of the Timber Trail Drive extension and grade during the subdivision review process, on the

condition that all International Fire Code requirements are met and an emergency turn-around, fire hydrants, and the future homes are equipped with individual automatic sprinkler systems (via a plat note on the subdivision plat) will be provided, as previously allowed for the Timber Trail subdivision. The maximum grade shall be 6.5% unless a greater grade is reviewed and approved by the Town.

(c) Grant waivers for the private driveways' grades during the subdivision and site plan review processes from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.8.1), Off-Street Parking Regulations (Sections 9-3-9.A and 9-3-9.F), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering regulations to be met.

(d) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Section 5.10.1), Off-Street Parking Regulations (Section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure allowing two private accesses to serve more than four (4) lots as applicable during the subdivision and site plan review processes, provided that Applicant shall construct and maintain any such accesses in perpetuity.

(e) Grant waivers from the Subdivision Standards Sections 9-2-4-5.C.2, 9-2-4-5.C.3 and 9-2-4-5.C.7.b.4 related to the depth and width of lots and shape of disturbance envelopes.

ARTICLE 11 PARCEL 7

11.1 Development Upon Annexation. If the Annexation is approved, Applicant or BGV Entrada shall be entitled to submit Development Applications for the development of employee housing on Parcel 7, subject to the terms of any annexation and development agreement executed by the Town and BGV Entrada with respect to Parcel 7. To provide for that development, the Town authorizes the following, subject to the execution of any required Density Transfer Covenant: The transfer of up to fifteen (15) SFEs from the Gondola Lot Master Plan to Parcel 7, which shall in addition to the existing 14.2 SFEs on Parcel 7 as allowed by Land Use District 5, result in a total of up to 29.2 SFEs on Parcel 7.

11.2 If the Annexation is not successful, Applicant is authorized, upon written notice to the Town, to transfer up to fifteen (15) SFEs from the Gondola Lot Master Plan to another property in the Town suitable to Applicant and VSRI for the purpose of providing deed restricted workforce housing. Compliance with Section 1.6(b) shall be determined from the date the written notice required under this Section 11.2 is delivered to the Town.

11.3 If the Annexation has not been approved within one (1) year of the Effective Date, this Agreement shall terminate and be of no further force and effect with respect to Parcel 7 alone.

11.4 If any additional employee housing square footage is built upon Parcel 7 beyond that which is required for Parcel 4 compliance with Absolute Policy 24/Social Community, such

additional square footage shall not be eligible to satisfy employee housing requirements for future developments.

ARTICLE 12 VESTED PROPERTY RIGHTS

12.1 Establishment of Vested Property Rights. This Agreement shall constitute a Site Specific Development Plan. All of Applicants' and Landowners' rights, and the Town's obligations, under this Agreement shall be Vested Property Rights. Applicant and Landowners shall have a Vested Property Right to undertake and complete development and use of the Properties as provided in this Agreement, and the Vested Property Rights will be effective against any other governmental entities and their respective governing bodies that subsequently obtain or assert jurisdiction over the Properties or any portion thereof. The rights and obligations under this Agreement shall vest in Applicant and Landowners, which terms, by their definitions, include successors, and assigns. The Vested Property Rights described in this Agreement shall constitute benefits and burdens to the land and shall run with title to the land.

12.2 Rights Which are Vested. By way of illustration, the Vested Property Rights include, but are not limited to, the following:

(a) Processing of Applications. The right to submit and for the Town to process Development Applications in accordance with the procedures and upon such terms set forth in this Agreement, or to the extent not addressed herein, the procedures set forth in the Town Code (as the same was in effect on the Effective Date). In the event that any amendment to the Town Code approved after the Effective Date creates generally applicable submittal requirements, procedural requirements, or approval criteria which conflict with or are in addition to the terms and conditions of this Agreement, Applicant may choose whether the Town Code or the terms of this Agreement will apply to the Development Application.

(b) Use and Development Standards. The right to be protected against the Town or any citizen initiating any action to apply any less-favorable use and development standards to any Property or the Project, including, but not limited to, any reduction in the maximum allowed Density, the development intensity allowed under that Density, or total area of the Project. In the event that any amendment to the Town Code approved after the Effective Date creates generally applicable use or development standards that conflict with or are in addition to the terms and conditions of this Agreement, Applicant, and VSRI, in the event the affected Property is owned by VSRI, may choose whether the Town Code or the terms of this Agreement will apply to the affected Property or Properties, or the Project.

(c) Uniformity of Requirements. The right to continue and complete development of the Properties with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the Town on other properties within the Town's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which case the terms and conditions of this Agreement shall control except as otherwise set forth herein.

12.3 Term. In recognition of the complexity of the development contemplated by this Agreement, the time required to complete development, and the possible impact of economic cycles and varying market conditions during the course of development, the Town has concluded and hereby agrees that the Vested Property Rights, including those identified in Section 12.1 of this Agreement, shall continue and have a duration until **SEVEN (7) YEARS** from the Effective Date (the “**Term**”). The rights and obligations set forth in this Agreement shall survive the termination of the Term, the effect of which shall be limited to eliminating the protections set forth in the Vested Property Rights Act.

12.4 Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of Town regulations of general applicability including, but not limited to, the application of local improvement districts, building, fire, plumbing, engineering, electrical and mechanical codes, or the application of regional, state or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the date hereof, except as otherwise provided herein, as against the Properties and the Project. Landowners do not waive their rights to oppose adoption of any such regulations.

ARTICLE 13 DEFAULT AND REMEDIES

13.1 Default by the Town. A “breach” or “default” by the Town Council or the Town under this Agreement will be defined as the Town Council’s or the Town’s failure to fulfill or perform any express material obligation of the Town Council or the Town stated in this Agreement. Consistent with Sections 105(1)(a) and (b) of the Vested Property Rights Act, the Parties acknowledge and expressly intend that the Vested Property Rights preclude any zoning or land use action by a local government or pursuant to any initiated measure which would materially alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development of the Project or the use of the Properties as set forth in this Agreement, except that such rights may be divested only (a) with the consent of the owner of the affected portion of the Properties; or (b) upon the discovery of natural or manmade hazards on, or in the immediate vicinity of, the Properties, which hazards could not have been reasonably discovered at the time of approval of this Agreement, and which hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare. Such natural or manmade hazards may include, but are not limited to, acts of God or other *force majeure*, or failure(s) of Town utilities necessary to serve the Properties or Project. Accordingly, subject to the exceptions listed in clauses (a) and (b) above, any of the foregoing zoning or land use actions by the Town Council or the Town would impermissibly divest Applicant and/or Landowners of the benefits of the Vested Property Rights, would constitute a breach or default under the Vested Property Rights Act and would entitle Landowners to the specific and limited remedies set forth herein.

(a) **No Responsibility or Remedy.** The Town shall not be responsible for and Applicant and Landowners shall have no remedy against the Town if development of the Property is prevented or delayed for reasons beyond the control of the Town.

(b) **No Personal Responsibility.** No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

13.2 Remedies.

(a) Generally. Except to the extent this Agreement expressly states otherwise, the Party asserting the default will have the right to pursue and be entitled to enforce specific performance of the defaulting Party's obligations under this Agreement, which will be the sole remedy under this Agreement; provided, however, if there is a final judicial determination that a Party is in default under this Agreement but the court determines specific performance is not available or will not be granted as a remedy for such default: (i) Applicant or Landowners will be entitled to the contingent remedy described in Section 13.2(c); and (ii) if Applicant or Landowners are determined in a final judicial judgment to have failed to abide by the terms of this Agreement, the Town Council and the Town will be entitled such remedies as may be available at law or in equity, subject to the limitations set forth in Section 13.2(b), and, additionally, to enforce the forfeiture of the Vested Property Rights.

(b) Vested Property Rights; Mutual Waivers. Although the Vested Property Rights Act provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the Vested Property Rights, the Town desires not to be subject to liability for monetary damages pursuant to the Vested Property Rights Act as a remedy for breach or default with respect to the Vested Property Rights. Accordingly, Applicants and Landowners hereby knowingly, intentionally, voluntarily and irrevocably waive, for themselves and for their successors and assigns, any remedial right they may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to be paid money damages as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights; and the Town Council hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town Council or the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to pay money damages to Landowners and/or their successor(s) and assign(s) as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights. The Parties have executed and entered into the foregoing mutual waivers with the express intent that such waivers will be mutually binding and enforceable as to each of them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them as a result of such mutual waivers and otherwise accruing to each of them pursuant to this Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town Council and the Town are precluded from divesting, depriving, impairing or violating the Vested Property Rights under any circumstances other than those stated in Section 13.1.

(c) Contingent Remedy. Only if, notwithstanding the foregoing mutual waivers and the Parties' express intent as to the enforceability and remedial effect of such waivers, it is judicially determined that the terms and conditions (either in whole or in part) set forth in this ARTICLE 13 will not be enforced against the Town Council and the Town as written, Applicant and/or Landowners will be entitled to pursue and be awarded just compensation pursuant to Section 105(1)(c) of the Vested Property Rights Act to the extent the Town

Council or the Town takes any action which has the effect of divesting, depriving, impairing or violating the Vested Property Rights and such action constitutes a compensable action under the Vested Property Rights Act.

ARTICLE 14 RESPONSIBILITIES OF THE TOWN

14.1 Processing of Applications. The Town shall process all applications received in connection with the development of the Project, in accordance with the Town Code and any other applicable laws, ordinances, and regulations.

14.2 Infrastructure Permit. The Town shall, upon Applicant's request at any point following the approval of any Development Application contemplated in this Agreement, issue to Applicant at least one infrastructure permit for the Property subject to the Development Application approval that will allow for infrastructure and site work related to the approved Development Application, including deep utilities, grading, construction of storm water management systems, and mass excavation, to commence prior to issuance of a building permit, subject to approval by the Town Engineering Department. Each property with an approved Development Permit, as that term is defined in Section 9-1-5 of the Town Code, may be issued an infrastructure permit.

14.3 Building Permits. The Town shall issue all necessary building permits for the Project, in accordance with the Town Code and any other applicable laws, ordinances, and regulations.

14.4 Consent. The Town will not unreasonably withhold its consent or approval when such consent or approval is required hereunder.

ARTICLE 15 MANDATORY PROVISIONS

Pursuant to Section 9-9-12 of the Town Code, the following mandatory provisions shall apply:

15.1 Nothing in the agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to, the Town's: 1) Development Code, 2) land use guidelines, 3) master plan, and 4) subdivision ordinance.

15.2 Successors and Assigns; Binding Effect; Recording.

(a) **Recording.** Within five (5) business days of the Effective Date, the Parties shall deliver original copies of their signature pages and the signature pages of any lienholder or lender on their respective Property to the Town. This Agreement shall be recorded in the Records as against every Property and Parcel 7.

(b) **Successors and Assigns of Applicant.** Applicant may, in its sole discretion, assign its rights and obligations under this Agreement in whole and in part. Upon any such assignment and delivery of written notice to the Town along with a copy of the instrument

of assignment, Applicant shall be released from its obligations and responsibilities hereunder to the extent so assigned and the Town shall recognize the rights and obligations of such assignee as so assigned.

(c) Successors and Assigns of Landowner. This Agreement shall be binding upon and inure to the benefit of Landowners and their respective successors and assigns. For avoidance of doubt, the Agreement shall run with the title to the land and benefit and burden the Properties. Any Party bound by obligations of Landowner in this Agreement shall be released from its obligations and responsibilities hereunder upon the valid conveyance of its interest herein to its successor pursuant to the terms and conditions of such conveyance, if any.

15.3 If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such 60-day period that it is actively and diligently pursuing a cure, the Party alleged to be in default will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing cure period, the Party asserting that the Town Council and/or the Town is in default will have the right to include a claim for breach of this Agreement and/or of the Vested Property Rights Act in any claim brought under C.R.C.P. 106(a)(4) if the Party reasonably believes that failure to include such claim could jeopardize the Party's ability to exercise its remedies under this Agreement or under the Vested Property Rights Act at a later date. Any claim for breach of this Agreement or the Vested Property Rights Act that is brought before the expiration of the applicable cure period will not be prosecuted by the Party asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party if the default is cured in accordance with this Section 15.3.

15.4 The Town shall not be responsible for and Applicant shall have no remedy against the Town if development of the real property which is the subject of this Agreement is prevented or delayed for reasons beyond the control of the Town.

15.5 Actual development of the real property which is the subject of this Agreement shall require the issuance of such other and further permits and approvals by the Town as may be required from time to time by applicable Town ordinances.

15.6 No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

15.7 Applicant shall agree to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind

whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or intentional act or omission of Applicant, any subcontractor of Applicant, or any officer, employee, representative, or agent of Applicant or of any subcontractor of Applicant, or which arise out of any workers' compensation claim of any employee of Applicant, or of any employee of any subcontractor of Applicant; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of the Town, its officers, employees, or agents. Applicant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of Applicant. Applicant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

15.8 If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of the remaining provisions of the agreement.

15.9 In connection with an application for a development permit to develop the real property that is the subject of this Agreement the application shall not receive an award of positive points under the Town Code for any commitment offered to the Town by Applicant pursuant to Section 9-9-4, or any other obligation or requirement of Applicant under this Agreement.

ARTICLE 16 MISCELLANEOUS

16.1 Amendments. This Agreement may be amended or terminated only with the prior written consent and approval of the Town, Applicant, and the Landowner of the Property(ies) or portion of the Property(ies) to which the amendment applies, following public notice and public hearings as required for Development Agreements.

16.2 Notices. In order to be deemed delivered and effective, any notice required or permitted pursuant to this Agreement must be in writing, and must be given either personally or by registered or certified mail, return receipt requested, in either case to the applicable Party(ies) at their addresses set forth below:

If to the Town:

Town of Breckenridge
Shannon Haynes, Town Manager
150 Ski Hill Road, P.O. Box 168
Breckenridge, CO 80424
shannonh@townofbreckenridge.com

With a required copy to:

Kirsten J. Crawford
Town Attorney, Town of Breckenridge
150 Ski Hill Road, P.O. Box 168
Breckenridge, CO 80424

kirstenc@townofbreckenridge.com

If to Gondola Properties:

Gondola Properties LLC
c/o Breckenridge Grand Vacations
100 South Main Street, P.O. Box 6879
Breckenridge, Colorado 80424
Attention: Graham Frank, Chief Development Officer

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew L.W. Peters
apeters@ottenjohnson.com

If to BGV Entrada:

BGV Partners Entrada, LLC
c/o Breckenridge Grand Vacations
100 South Main Street, P.O. Box 6879
Breckenridge, Colorado 80424
Attention: Graham Frank, Chief Development Officer

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew L.W. Peters
apeters@ottenjohnson.com

If to VSRI:

Vail Resorts, Inc.
390 Interlocken Crescent #100
Broomfield, CO 80021
Attention: Legal Department
legalnotices@vailresorts.com

If to LC Breckenridge:

LC Breckenridge
c/o Leste
1450 Brickell Avenue, Suite 2600
Miami, Florida 33131

Attention: Jordan Suppan
Jordan.Suppan@leste.com

With required copy to:

Carlton Fields
2 Miami Central
700 NW 1st Avenue, Suite 1200
Miami, Florida 33136-4118
Attention: Matthew H Jacobson
MJacobson@carltonfields.com

Notices will be deemed delivered and effective as follows: (i) if given personally, when delivered to the Party to whom it is addressed; or (ii) if given by registered or certified mail, on the first to occur of (A) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (B) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Any Party may at any time, by giving notice as provided in this Section, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given.

16.3 Entire Agreement. This Agreement constitutes the entire and final understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof, which shall be of no further force and effect. For the avoidance of doubt, the Parking Agreement is not an agreement or understanding subject to this Section 16.3 and remains in full force and effect.

16.4 No Implied Representations. No representations, warranties, or certifications, express or implied, shall exist as between the Parties except as stated herein.

16.5 Waivers and Modifications in Writing. No waivers or modifications hereof shall be made or deemed to have been made unless in writing executed by the Party to be bound thereby.

16.6 Conflict with Other Provisions of the Town Code. In the event any provision of this Agreement or the application thereof conflicts with any provision of the Town Code, this Agreement shall control the determination of the rights and obligations of the Parties with respect to such conflicting matter. When adopted by the Town pursuant to ordinance, this Agreement shall be deemed to be an amendment of any such conflicting provision of the Town Code with respect to the subject matter thereof.

16.7 Adoption of Agreement Deemed to be a Legislative and Administrative Act; Referendum. As set forth in and expressly authorized by Section 104(2) of the Vested Property Rights Act, this Agreement and the Vested Property Rights conferred hereby are adopted as a legislative act pursuant to such authority conferred upon the Town Council by the Vested Property Rights Act. If and to the extent the Vested Property Rights Act subjects the Town Council's establishment of the Vested Property Rights pursuant to this Agreement to referendum, and any referendum succeeds in overturning the Town Council's establishment of the Vested Property

Rights pursuant to this Agreement, such result will not be construed as overturning, negating or otherwise affecting the Council's approval of this Agreement.

16.8 Covenant of General Cooperation. The Parties covenant and agree to cooperate in good faith with one another in the performance of their respective rights and obligations hereunder in order that each may reasonably realize their respective benefits hereunder. The Parties further agree to cooperate in good faith with one another in the event of any third-party legal action, initiative, or referendum challenging the approval(s) of any Development Application contemplated in this Agreement.

16.9 No Third-Party Beneficiaries. Except as otherwise provided herein, none of the terms, conditions, or covenants contained in this Agreement shall be deemed to be for the benefit of any person not a Party hereto, and no such person shall be entitled to rely hereon in any manner.

16.10 Counterparts; Electronic Delivery. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Executed copies hereof may be delivered by telecopier or e-mail (pdf) and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

16.11 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

16.12 Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.

16.13 Venue and Choice of Law; Waiver of Right to Jury Trial; Construction. Venue will be in the district court for the State of Colorado, Summit County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, each Party hereby waives any and all right to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. In the event of ambiguity in this Agreement, any rule of construction which favors a Party's interpretation as a non-drafting party will not apply, and the ambiguous provision will be interpreted as though no specific party was the drafter.

[SIGNATURE PAGES TO FOLLOW]

Exhibit 1

[Parcel 1 Legal Description]

LOT 4, GONDOLA LOTS, FILING NO. 2 - AMENDED, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 2023 UNDER RECEPTION NO. 1319752, COUNTY OF SUMMIT, STATE OF COLORADO.

Exhibit 2

[Parcel 2 Legal Description]

LOT 1B, BLOCK 4, A RESUBDIVISION OF LOT 1, BLOCK 4, PARKWAY CENTER SUBDIVISION FILING NO. 1 AMENDED & TRACT Q, SHOCK HILL SUBDIVISION, ACCORDING TO THE PLAT FILED NOVEMBER 30, 2005 UNDER RECEPTION NO. 807735 COUNTY OF SUMMIT, STATE OF COLORADO.

Exhibit 3
[Parcel 3 Legal Description]

LOT 1 AND LOT 3, GONDOLA LOTS, FILING NO. 1 - AMENDED, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 2023 UNDER RECEPTION NO. 1319751, COUNTY OF SUMMIT, STATE OF COLORADO.

Exhibit 4

[Parcel 4 Legal Description]

LOT 4, FOURTH RESUBDIVISION THE REMAINDER OF TRACT C, PEAK 8
SUBDIVISION FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED
DECEMBER 20, 2018 UNDER RECEPTION NO. 1187721,COUNTY OF SUMMIT, STATE
OF COLORADO.

Exhibit 5
[Parcel 5 Legal Description]

A PARCEL OF LAND LOCATED IN A PORTION OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION FILING No. 1 IN SECTION 1, T7S, R78W AND SECTION 36, T6S, R78W OF THE 6th P.M., SUMMIT COUNTY, COLORADO.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, PEAK 8 SUBDIVISION FILING No. 1, RECORDED IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER UNDER RECEPTION No. 1187721, THENCE ALONG THE EAST LINE OF SAID REMAINDER OF TRACT C S05°36'59"W, 348.85 FEET, THENCE ALONG THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S81°32'31"W, 37.65 FEET S81°32'31"W, 37.65 FEET
2. N22°54'12"W, 407.45 FEET N22°54'12"W, 407.45 FEET
3. S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING. S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING.

Exhibit 6
[Parcel 6 Legal Description]

A PARCEL OF LAND LOCATED IN A PORTION OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION FILING No. 1, A PORTION OF THE ADA PLACER (MS 13744) AND A PORTION OF THE TYRA PLACER (MS 13343), IN SECTION 1, T7S, R78W AND SECTION 36, T6S, R78W OF THE 6th P.M., SUMMIT COUNTY, COLORADO.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT C, PEAK 8 SUBDIVISION FILING No. 1, RECORDED IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER UNDER RECEPTION No. 1187721, THENCE ALONG THE SOUTH LINE OF TIMBER TRAIL SUB. RECORDED UNDER REC. No. 730224 AND FILED IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N63°32'19"E, 141.01 FEET N63°32'19"E, 141.01 FEET
2. N67°05'19"E, 148.45 FEET N67°05'19"E, 148.45 FEET
3. N56°47'38"E, 25.66 FEET, N56°47'38"E, 25.66 FEET,

THENCE DEPARTING SAID SOUTH LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. S20°08'31"E, 66.15 FEET S20°08'31"E, 66.15 FEET
2. 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 53°13'18" AND A CHORD WHICH BEARS S06°28'08"W, 179.17 FEET.
3. S33°04'47"W, 45.55 FEET S33°04'47"W, 45.55 FEET
4. S16°15'16"E, 343.70 FEET S16°15'16"E, 343.70 FEET
5. S04°00'43"E, 86.48 FEET S04°00'43"E, 86.48 FEET
6. S36°33'26"E, 132.68 FEET S36°33'26"E, 132.68 FEET
7. S78°51'48"W, 172.09 FEET S78°51'48"W, 172.09 FEET
8. N78°33'09"W, 673.06 FEET N78°33'09"W, 673.06 FEET
9. N12°32'17"W, 219.71 FEET N12°32'17"W, 219.71 FEET
10. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID TRACT C. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID TRACT C.

THENCE ALONG SAID EAST LINE S26°38'02"E, 255.76 FEET BACK TO THE POINT OF BEGINNING.

Exhibit 7

[Parcel 7 Legal Description]

TRACT A2, A REPLAT OF LOTS A1, B1 AND C, ENTRADA AT BRECKENRIDGE,
ACCORDING TO THE PLAT FILED JULY 24, 2017 UNDER RECEPTION NO. 1146781,
COUNTY OF SUMMIT, STATE OF COLORADO.

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

This Density Transfer Agreement And Covenant (“**Agreement**”) is made and entered into at Breckenridge, Colorado this ___ day of _____, 2024, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”), and _____ (“**XXXX**”).

RECITALS

A. WHEREAS, _____ is the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on Exhibit “A”, which real property is hereafter referred to in this Agreement as the “**Sending Parcel**”.

B. WHEREAS, _____ is the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on Exhibit “B”, which real property is hereafter referred to in this Agreement as the “**Receiving Site**”.

C. WHEREAS, pursuant to the Development Agreement between the Town and _____ dated _____ and recorded _____ at Reception No. _____ of the real property records of the Clerk and Recorder of Summit County, Colorado (“**Development Agreement**”) _____ is authorized, without further approval from the Town, to transfer density from the Sending Parcel to the Receiving Site; and

D. WHEREAS, this Agreement is executed and recorded in the real property records of the Clerk and Recorder of Summit County, Colorado to effectuate and memorialize the density transfer described in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Town and _____ hereby agree that XXXX (XX) SFEs of the density heretofore allocated to the Sending Parcel shall be and hereby are transferred to the Receiving Site. As used in this Agreement, “**SFE**” means a single-family equivalent of density as defined from time to time in the Town’s land use regulations.

2. _____ acknowledges and agrees that following the transfer of the XXX (XX) SFEs of density to the Receiving Site as described in Section 1, above, there shall remain XXX (XX) SFEs of density upon the Sending Parcel.

3. Town and _____ further acknowledge and agree that following the transfer of XXX (XX) SFEs of density to the Receiving Site as described in Section 1, above, the Receiving Site shall then have a total of XXX (XX) SFEs of residential and commercial density, which density may only be used in connection with a development approved by Town pursuant to the Town’s applicable land use ordinances, policies, and codes. Nothing in this Agreement shall constitute a site specific development plan for the development of the Sending Parcel or the Receiving Site, nor shall this Agreement give rise to the creation of any vested rights with respect to the

development of the Sending Parcel or the Receiving Site (without limiting ARTICLE 12 of the Development Agreement).

4. The agreements and covenants contained in this Agreement shall: (i) run with the land; (ii) burden the Sending Parcel and benefit the Receiving Site; and (iii) be binding upon the Town and XXXX and their successors and assigns, and all persons who hereafter acquire any interest in either the Sending Parcel or the Receiving Site.

5. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado, to place prospective purchasers and other interested parties on notice as to the terms, conditions, and limitations contained herein.

6. This Agreement and the exhibits hereto represent the entire understanding between the parties with respect to the subject matter of this Agreement.

7. This Agreement may be executed in several counterparts and/or signature pages and all counterparts and signature pages so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart or signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Density Transfer Agreement And Covenant effective as of date above.

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

Exhibit “A” [to Ex. 8 Form Density Transfer Covenant]

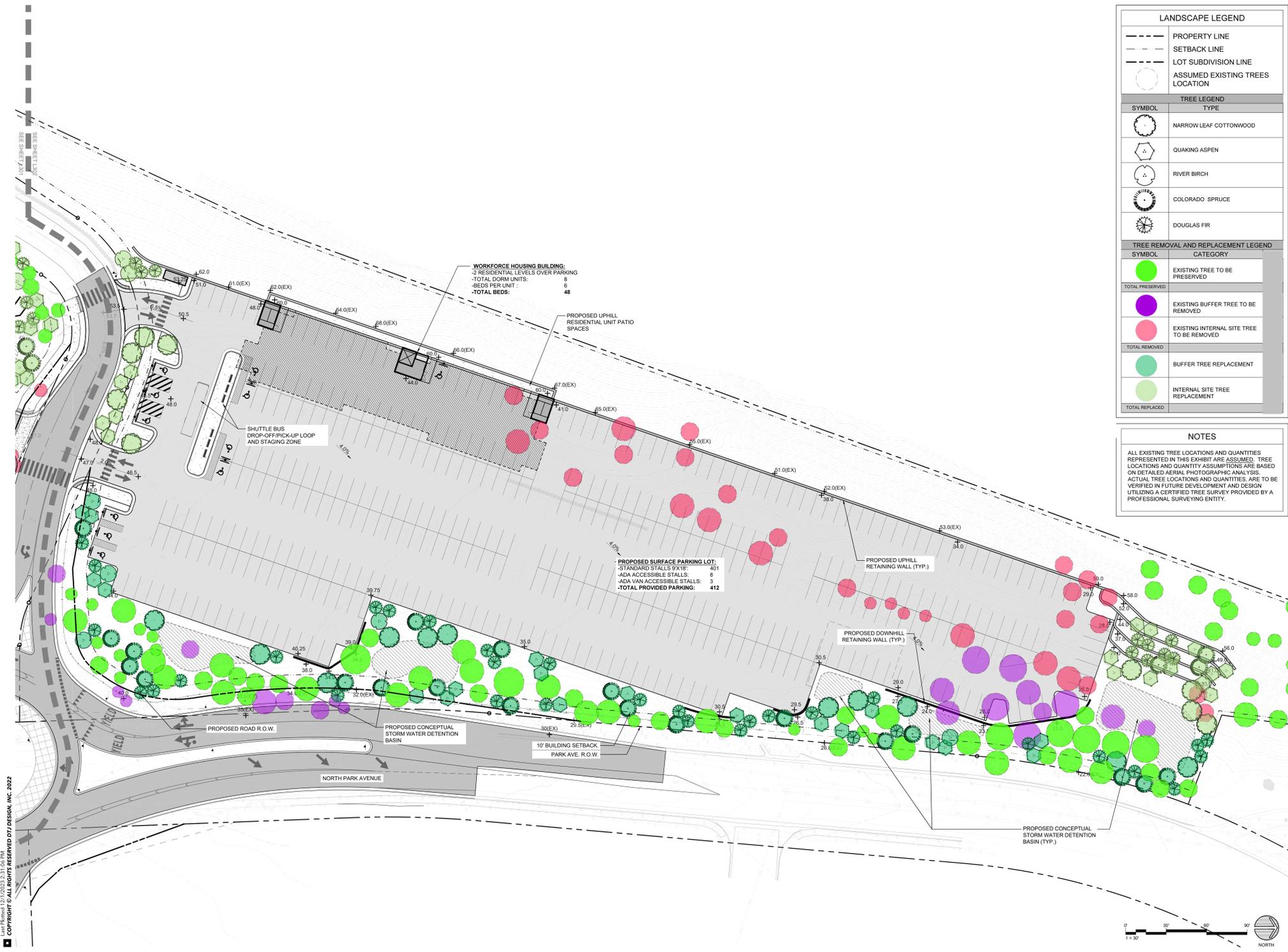
Legal Description of the Sending Parcel

Exhibit “B” [to Ex. 8 Form Density Transfer Covenant]

Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]

Exhibit 10
[Parcel 2 Concept Plan]



LANDSCAPE LEGEND

--- PROPERTY LINE
 - - - SETBACK LINE
 - - - LOT SUBDIVISION LINE
 ○ ASSUMED EXISTING TREES LOCATION

TREE LEGEND	
SYMBOL	TYPE
	NARROW LEAF COTTONWOOD
	QUAKING ASPEN
	RIVER BIRCH
	COLORADO SPRUCE
	DOUGLAS FIR

TREE REMOVAL AND REPLACEMENT LEGEND	
SYMBOL	CATEGORY
	EXISTING TREE TO BE PRESERVED
	EXISTING BUFFER TREE TO BE REMOVED
	EXISTING INTERNAL SITE TREE TO BE REMOVED
	BUFFER TREE REPLACEMENT
	INTERNAL SITE TREE REPLACEMENT

NOTES

ALL EXISTING TREE LOCATIONS AND QUANTITIES REPRESENTED IN THIS EXHIBIT ARE ASSUMED. TREE LOCATIONS AND QUANTITY ASSUMPTIONS ARE BASED ON DETAILED AERIAL PHOTOGRAPHIC ANALYSIS. ACTUAL TREE LOCATIONS AND QUANTITIES ARE TO BE VERIFIED IN FUTURE DEVELOPMENT AND DESIGN UTILIZING A CERTIFIED TREE SURVEY PROVIDED BY A PROFESSIONAL SURVEYING ENTITY.

Drawing: 11/20/2024: 09:56:00: 355 N. Park Ave. - Gold Rush Lots - DTJ Design, Inc. - 2022
 Last Saved: December 1, 2023 2:36:47 PM by: zwerhart
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 www.dtjdesign.com

NORTH GONDOLA LOT & GOLD RUSH LOTS
 355 N. PARK AVE. BRECKENRIDGE, CO

NOT FOR CONSTRUCTION

DRAWN BY: ZE/TJ
 CHECKED BY: DTJ
 PROJECT NO.: 2019026
 ISSUE DATE: 12/01/2023
 REVISIONS:

SHEET TITLE:
**GOLD RUSH
 NORTH
 SITE+PLANTING
 PLAN**

SHEET NUMBER:
L302



Exhibit 11
[Wetlands Report]

Alpine Ecological Resources, LLC

Gold Rush Lots Wetland Technical Report

Breckenridge, Colorado

*Prepared for: Breckenridge Grand Vacations
October 26, 2023*



Andy Herb, Ecologist/Owner
andy@alpine-eco.com
www.alpine-eco.com

Gold Rush Lots

Wetland Technical Report

Table of Contents

1.0 Introduction.....3

1.1 Purpose of This Report..... 3

1.2 Project Description..... 3

2.0 Site Description4

3.0 Methods5

3.1 Literature Review..... 5

3.2 Field Data Collection 5

3.3 Mapping 6

3.4 Wetland Classification..... 6

3.5 Wetland Functional Assessment..... 6

4.0 Wetlands7

4.1 Vegetation 7

4.2 Hydrology 7

4.3 Soils 7

4.4 Wetland Functional Condition..... 8

5.0 Other Water Features9

6.0 Proposed Impacts10

7.0 Proposed Mitigation.....11

7.1 Wetland Mitigation..... 11

7.2 Wetland Setback Mitigation 11

8.0 Literature Cited.....13

List of Figures

Figure 1 – Site Location Map

Figure 2 – Wetlands and Other Water Features

Gold Rush Lots

Wetland Technical Report

List of Tables

Table 1 – Permanent Wetland Impacts (p.10)

Appendices

Appendix A – Wetland Determination Data Forms

Appendix B – Site Photographs

Appendix C – Site Plan and Wetland Disturbance

Abbreviations and Acronyms

FAC	Facultative
FACW	Facultative Wetland
FACWet	Functional Assessment of Colorado Wetlands
FACU	Facultative Upland
FGDC	Federal Geographic Data Committee
HGM	Hydrogeomorphic Method
HUC	Hydrologic Unit Code
ILF	In-Lieu Fee
NFF	National Forest Foundation
NRCS	Natural Resources Conservation Service
NWPL	National Wetland Plant List
OBL	Obligate
PEM	Palustrine Emergent
PSS	Palustrine Scrub/Shrub
UPL	Upland
USACE	US Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
WGS	World Geodetic System

Gold Rush Lots

Wetland Technical Report

1.0 Introduction

1.1 Purpose of This Report

This report formally documents the wetlands and other water features present in the study area. The primary reason for this documentation is to assist with project planning and design, which is intended to maximize avoidance of these features wherever practicable. The wetland and other water features described in this report include all those present, regardless of their jurisdiction under Section 404 of the Clean Water Act.

This report also documents the proposed impacts to wetlands and other water features, and any proposed compensatory mitigation measures.

1.2 Project Description

The project involves the construction of residential duplex/townhomes and the supporting roadway and other infrastructure components.

Gold Rush Lots

Wetland Technical Report

2.0 Site Description

The 16.1-acre study area is in Summit County, in the Town of Breckenridge, Colorado (**Figure 1**) and is immediately west of Park Avenue under the Breck Connect Gondola. The site can be found on the United States Geological Survey 7.5-minute series *Breckenridge, Colorado* quadrangle and includes land in both Township 6S, Range 77W, Section 31 and Township 6S, Range 78W, Section 36. The study area centroid has the following approximate coordinates (datum is WGS84):

- Universal Transversal Mercator: 409729E, 4371267N
- Latitude/Longitude: 39.486276°N, -106.049696°W

The study area is approximately 9,575 feet above mean sea level and is flanked by commercial development to the north and east, and residential development to the west and south. The northern portion of the site is mostly developed and consists of large parking lots. The southern portion is mostly comprised of natural habitats, including a mix of willow (*Salix* spp.)-dominated wetlands, associated riparian habitat, and some mixed conifer and Quaking Aspen (*Populus tremuloides*) wooded areas.

The site is in the Sedimentary Subalpine Forests Ecoregion, which is characterized by glaciated mountains with steep slopes and high-gradient perennial streams between 8,500 and 10,000 feet above mean sea level (Chapman, et al. 2006). Vegetation in the ecoregion is generally Engelmann's Spruce/Fir (*Picea engelmannii*/*Abies lasiocarpa*) forest interspersed with Quaking Aspen groves and meadows. Land uses include timber harvest, mining, hunting and other recreation, and some seasonal grazing.

The site is also in the Southern Rocky Mountain Forest and Range Land Resource Region (NRCS 2006). This Land Resource Region is characterized by rugged mountains with some broad valleys and remnants of high plateaus. Precipitation ranges from 7 to 63 inches per year, and the primary soil resource concerns are erosion by wind and water and maintaining the productivity of the soils. The majority of land in this region is federally owned.

The hydrologic unit code (HUC) is 14010002 (Blue).

Gold Rush Lots

Wetland Technical Report

3.0 Methods

3.1 Literature Review

Prior to conducting the field survey, numerous sources of data were reviewed to gain a general understanding of the ecology of the study area. These sources included aerial photographs and topographic maps, *Wetlands Mapper* website (USFWS 2023), *Web Soil Survey* (NRCS 2023a), *National Wetland Plant List (NWPL)* (USACE 2020), other state and federal agency websites, and other relevant data.

3.2 Field Data Collection

Andy Herb (senior ecologist) originally identified wetlands and other water features in a portion of the study area in August 2016 and returned in July 2020 to update those boundaries and examine the rest of the study area. All features were delineated within the defined study area using procedures outlined in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (USACE 2010), which involved a detailed examination of plants, soils, and hydrologic indicators present.

Generally, the detailed examination of each wetland involves the collection of vegetation, soil, and hydrology data at paired data points. These paired points include one point within the suspected wetland and one point in the adjacent upland. However, if numerous wetlands are in close proximity and surrounded by the same or similar upland plant community, then upland data points of nearby sites are often utilized, rather than creating a new upland data point for each wetland area.

During field examinations, all plants considered dominant in wetlands or otherwise commonly observed were identified. A list of dominant plants was documented for each potential wetland area and was compared to the NWPL to determine the “wetland indicator status” of each species. Generally, if at least 50 percent of those species had an indicator status of facultative (FAC) or wetter, the potential wetland area would satisfy the US Army Corps of Engineers (USACE) criterion for wetland vegetation. The botanical nomenclature presented in this report follows the NWPL and is followed by the NWPL indicator status for the Western Mountains, Valleys, and Coast Region. If a species is not listed in the NWPL, then the nomenclature follows the *PLANTS Database* (NRCS 2023b).

Soils were examined at various locations throughout the study area to identify the presence of hydric soil indicators. If indicators were found, multiple pits may have been dug along the gradient to identify the extent of hydric soils.

While recording plant species and identifying soil characteristics, potential wetlands within the study area were assessed for evidence and potential sources of wetland hydrology. This evidence included primary indicators such as the presence of surface water and saturation, and secondary indicators like drainage patterns and geomorphic position.

Most surrounding uplands were not formally sampled or recorded on data forms, and were generally examined while attempting to identify wetland areas. Those uplands examined in more detail or recorded on data forms typically exhibited evidence of at least one wetland indicator (hydrophytic vegetation, hydric soils, or wetland hydrology). Data collected for all areas investigated and deemed non-wetland are not necessarily included in this report.

Gold Rush Lots

Wetland Technical Report

3.3 Mapping

After determining the approximate extent of the wetlands based on the presence of hydric soils, hydrophytic vegetation, and wetland hydrology, the wetland boundary was flagged and surveyed using a global positioning system device. This equipment provides accuracy of less than one meter.

3.4 Wetland Classification

Wetlands in the study area were classified in accordance with the *Hydrogeomorphic Method* (HGM) (Brinson 1993) and the Federal Geographic Data Committee (FGDC) *Classification of Wetlands and Deepwater Habitats of the United States* (FDGC 2013).

The “slope” wetland classification is the only HGM type applicable to wetlands in the study area. Slope wetlands are those that are generally not on floodplains and that have groundwater as their primary water source.

The FGDC classification scheme includes two wetland types that apply to wetlands in the study area: palustrine emergent (PEM) and palustrine scrub-shrub (PSS). PEM wetlands are those dominated by herbaceous vegetation (grasses, grass-like, and forbs). PSS wetlands are those dominated by shrubs or trees less than 20 feet tall.

3.5 Wetland Functional Assessment

Wetland functions were generally assessed using the concepts presented in the *Functional Assessment of Colorado Wetlands* (FACWet) Method (Johnson, et al. 2013), although a complete assessment was not conducted. FACWet is a rapid assessment method that provides a reliable and consistent approach to rating the condition of wetlands relative to their natural potential by focusing on the presence of stressors. Stressors are human-caused changes to a wetland or adjacent lands that alter a wetland’s ability to perform ecological functions and processes.

Gold Rush Lots

Wetland Technical Report

4.0 Wetlands

The 16.1-acre study area contains 5.7 acres of mostly PSS slope wetlands that include small pockets of PEM wetlands in the wettest areas. They are shown on **Figure 2** and briefly described in the following sections. *Wetland Determination Data Forms* are in **Appendix A** and photos are in **Appendix B**.

4.1 Vegetation

Most of the wetland area is dominated by willows (**Photo 1 in Appendix B**), with an understory comprised mostly of Bluejoint (*Calamagrostis canadensis*-FACW) and Tall Fringe Bluebells (*Mertensia ciliata*-FACW) in drier wetlands, and Northwest Territory Sedge (*Carex utriculata*-OBL) and Leafy Tussock Sedge (*Carex aquatilis*-OBL) in wetter areas. The most common willows present are Drummond's Willow (*Salix drummondiana*-FACW), Geyer's Willow (*S. geyreriana*-FACW), and Park Willow (*S. monticola*-OBL).

The vegetation along the wetland boundary is generally characterized by a subtle transition away from the hydrophytes mentioned above, to an increasing density of dead and/or dying willow with an understory of more mesic grasses and forbs like Fringed Brome (*Bromus ciliatus*-FAC), Common Yarrow (*Achillea millefolium*-FACU), Meadow Thistle (*Cirsium scariosum*-FAC), and Virginia Strawberry (*Fragaria virginiana*-FACU) (**Photos 2 and 3 in Appendix B**). These areas also often contain scattered mesic and upland trees and shrubs, including Quaking Aspen (FACU), Lodgepole Pine (*Pinus contorta*-FAC), Common Juniper (*Juniperus communis*-UPL), Golden-Hardhack (*Dasiphora fruticosa*-FAC), and Four-Line Honeysuckle (*Lonicera involucrata*-FAC).

4.2 Hydrology

The wetlands are mainly supported by seasonally high groundwater associated with snowmelt. The southwest and west portions of the wetlands are wettest and wetland hydrology in these areas are supplemented by perennial surface water inputs from the adjacent developed areas (see *Section 5.0 Other Water Features*). The remainder of the wetlands (especially the east and north sides) appear to be drier than they were historically, as evidenced by the extensive dead and dying willow, relatively low cover of herbaceous hydrophytes, and limited evidence of recent standing or flowing water. This drying seems to be a result of development up-gradient of the wetland (outside the study area) interrupting surface and/or groundwater flows, as well as the presence of a ditch at the north end that directs surface flows (and some groundwater) out of the wetland area, which then quickly infiltrates into the upland area to the north.

Much of the wetland area (especially the western half) was saturated to the surface during fieldwork and some areas had surface water present (up to 6 inches deep). The wetland hydrology indicators observed in the study area include Surface Water (A1), Saturation (A3), Drainage Patterns (B10), Geomorphic Position (D2), and FAC-Neutral Test (D5).

4.3 Soils

According to the *Web Soil Survey* (NRCS 2023a), the soil in the study area is Grenadier gravelly loam, 0 to 6 percent slopes. This soil is not considered hydric but it is known to have both cumulic cryaquolls and hystic cryaquolls as minor components (20%) in swales, both of

Gold Rush Lots

Wetland Technical Report

which are listed as hydric. The Grenadier gravelly loam is found on fans and at mountain bases, and is derived from glacial drift. It is generally well drained and has a normal depth to water table of more than 80 inches. The typical profile is gravelly loam from 0 to 3 inches and gravelly sandy clay loam from 3 to 16 inches. A total of five soil pits were excavated in and near the wetlands (**Figure 2**), and they generally confirmed the presence of this soil type. Soil observed in the various pits were variable, with sand, silty and sandy loams, and gravel observed within 16 inches of the surface (see data forms in **Appendix A**). The only hydric soil indicator observed in the soil pits was Depleted Matrix (F3).

4.4 Wetland Functional Condition

Based on the concepts presented in the *FACWet Method* (Johnson, et al. 2013), the general condition of the wetlands in study area is Functioning to Functioning Impaired (letter grade of "C" to "D"). This is a result of the great loss of historical wetlands in and adjacent to the study area, and the presence of several major ecological stressors. The most severe stressors include: 1) altered water source and distribution caused by upgradient developments (outside the study area), as well as on-site morphological modifications to the wetland itself (ditching and old railroad bed); and 2) modifications to the contributing area, namely the extensive development in the immediate watershed.

The highest functioning part of the wetland is the west side where there appears to be more appropriate wetland hydrology. This part of the wetland is supplemented by surface flows from the two tributaries entering from the west (see *Section 5.0 Other Water Features*) and generally contains the expected vegetation zones. The lower functioning wetlands on the east and north are partially dewatered by adjacent land uses and ditching, which has had a profound impact on the vegetation complexity and overall functional condition.

Gold Rush Lots

Wetland Technical Report

5.0 Other Water Features

While there are no other water features in the study area (no channels with a defined bed and bank), surface water flows certainly enter the site and influence the wetlands present. **Figure 2** shows the surface water inputs to the site and the direction of flow, which is typically observable during snowmelt as shallow groundwater flow and/or sheet flow. There are three main surface water inputs:

- **Tributary 1** enters the study area from the south through a small culvert (approximately 18 inches in diameter) and appears to be drainage from the residential development to the south – perhaps from foundation drains or other sources of water more reliable than stormwater since it has been observed flowing during site visits in spring, summer, and fall (**Photo 4 in Appendix B**). The flow path of this tributary is mostly covered with wetland vegetation.
- **Tributary 2** is an unnamed topographic swale that enters the study area from the southwest through a large culvert (approximately 36-inch) under the walking path at the end of Woods Drive (**Photo 5 in Appendix B**). It appears to carry snowmelt and other stormwater flows into the site and has been observed dry during the summer and fall. While some large flows enter through this tributary, as evidenced by recent sediment and rafted debris, it does not contain a defined channel within the study area. Water entering the site sheet flows into the larger wetland area.
- **Tributary 3** appears to be drainage from the residential development to the west, along Woods Drive. Water drains from a retaining wall into a small pond (out of the study area) and sheet flows into the site below the pond (**Photo 6 in Appendix B**). Similar to Tributary 1, this tributary has been observed flowing during site visits in spring, summer, and fall, so it may also originate from foundation drains.

While much of the wetland stays relatively wet throughout the growing season, no surface flows appear to leave the property. During snowmelt, when surface flows are typically at their peak, water can flow out of the large wetland area into a narrow part of the wetland that is an excavated ditch with a vegetated bottom (no channel). This ditch was historically excavated in an apparent attempt to drain the larger wetland and directs water northeast where it can leave the wetland via sheet flow and into a topographic swale. If it makes it that far, it continues north through the swale into a culvert under Woods Drive and into a small upland stormwater pond. There is no channel between the wetland and this pond (**Photo 7 in Appendix B**). The pond is strictly a topographic depression in uplands and does not contain wetlands or a channel. The pond outlets to an elevated wooden box with an opening to an underground stormwater pipe that appears to run east along the north side of French Street approximately 600 feet to the Blue River. The entrance to this pipe is perched above the ground surface and shows no signs of recent or regular flow (**Photos 8 and 9 in Appendix B**). Other than this outlet, there are no other culverts or surface water connections to off-site habitats.

Gold Rush Lots

Wetland Technical Report

6.0 Proposed Impacts

The proposed project would result in the permanent loss of 0.10 acre of wetlands for the construction of the residential development and the widening of North Park Avenue (**Table 1**). The drawings in **Appendix C** show the overall site plan and the impacted wetlands.

Table 1: Permanent Wetland Impacts

Project Feature	Permanent Impacts (acres)	Notes
Residential Development	0.067	Includes grading for buildings and associated features; 0.198 acre of adjacent wetland setback area also permanently lost
North Park Avenue	0.033	Includes grading for road widening and associated features; wetland setback impacts temporary
Total	0.100	-

The wetlands impacted for residential development are those associated with the historically excavated ditch at the north end and are the lowest quality wetlands in the study area. The wetlands impacted for the widening of North Park Avenue are on the extreme eastern edge of the wetland where substantial evidence of drying was observed. These wetlands are also some of the lowest functioning wetlands in the study area.

Permanent impacts to the wetland setback (25-foot buffer around the wetlands) include 0.198 acre associated with the wetlands impacted by the residential development. The setback where the wetlands would be impacted by the widening of North Park Avenue are expected to be temporarily impacted during construction but will not be permanently lost.

Gold Rush Lots

Wetland Technical Report

7.0 Proposed Mitigation

7.1 Wetland Mitigation

The proposed project would permanently fill 0.10 acre of existing wetlands as a result of the construction of the residential duplex/townhomes and supporting roadway and other infrastructure components. The wetlands were determined to be non-jurisdictional under the Clean Water Act on August 31, 2021 by the USACE. Regardless, the project proponent has worked diligently to avoid and minimize impacts to wetlands to the maximum extent practicable by redesigning the project multiple times to keep the project footprint as small as possible and orienting the proposed improvements to maximize the use of upland areas. Since wetlands encompass a large portion of the property (5.7 of the 16.1 acres), there is no feasible alternative to disturbing some wetlands and still meet the project purpose of providing residential housing within the density set forth by the Town of Breckenridge (Town) approved masterplan, meeting local fire code access requirements to the residential units, while simultaneously preserving mature existing trees and vegetation on site as required for Town approval of the project.

The 0.10 acre of wetlands lost have been compensated for by purchasing 0.2 credits (2:1 ratio) from the recently approved Colorado Western Slope In-Lieu Fee (ILF) Program, which is sponsored by the National Forest Foundation (NFF) and approved for use in Summit County by the USACE. The ILF was formally approved in 2020 and began releasing credits for projects seeking compensatory wetland mitigation credits in Summit County in 2022.

Additional information about the program can be found on the Corps' Regulatory In-Lieu Fee and Bank Tracking Information System website:

https://ribits.ops.usace.army.mil/ords/f?p=107:378::NO::P378_PROGRAM_ID:2808.

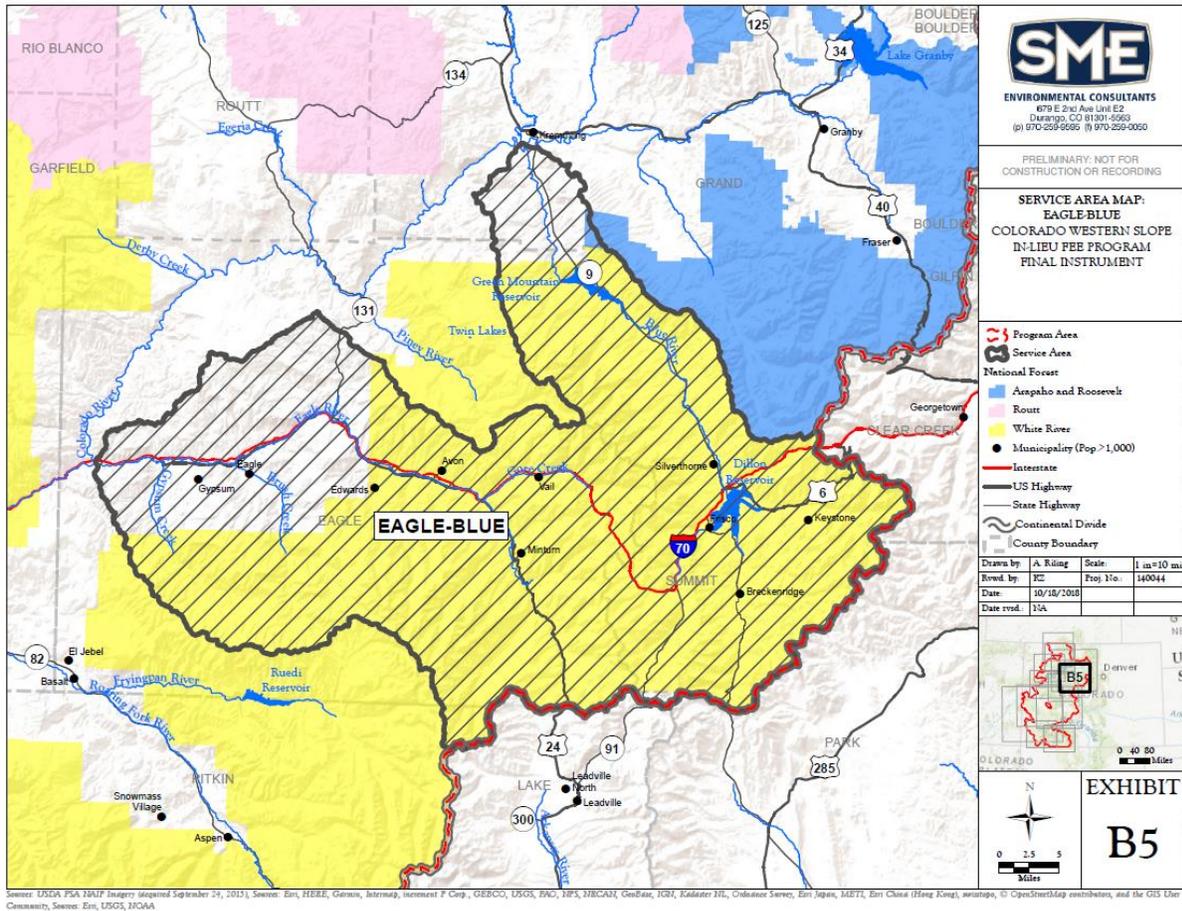
The mitigation credits will be debited from the Program's Blue-Eagle Service Area, which encompasses hydrologic unit code 1401000201 and includes the Town of Breckenridge (see **Figure B5** from the program instrument below). As such, a formal wetland mitigation plan will not be prepared for the project. Details of the wetlands to be used for the ILF Program are available from the NFF by contacting Mr. Marcus Selig (NFF Chief Conservation Officer) at 720.437.0290 or mseelig@nationalforests.org.

7.2 Wetland Setback Mitigation

The project would permanently impact 0.198 acre of wetland setback. The compensation for this setback area includes the purchase of surplus credits from the ILF (0.2 credits instead of the required 0.1 credit), as well as the revegetation of areas around the new residential facilities, including the proposed stormwater detention basin.

The project would also temporarily impact a portion of the wetland setback adjacent to the wetlands impacted by the widening of North Park Avenue. This setback area will be revegetated with a native seed mix after construction.

Gold Rush Lots Wetland Technical Report



Gold Rush Lots

Wetland Technical Report

8.0 Literature Cited

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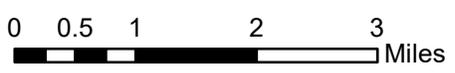
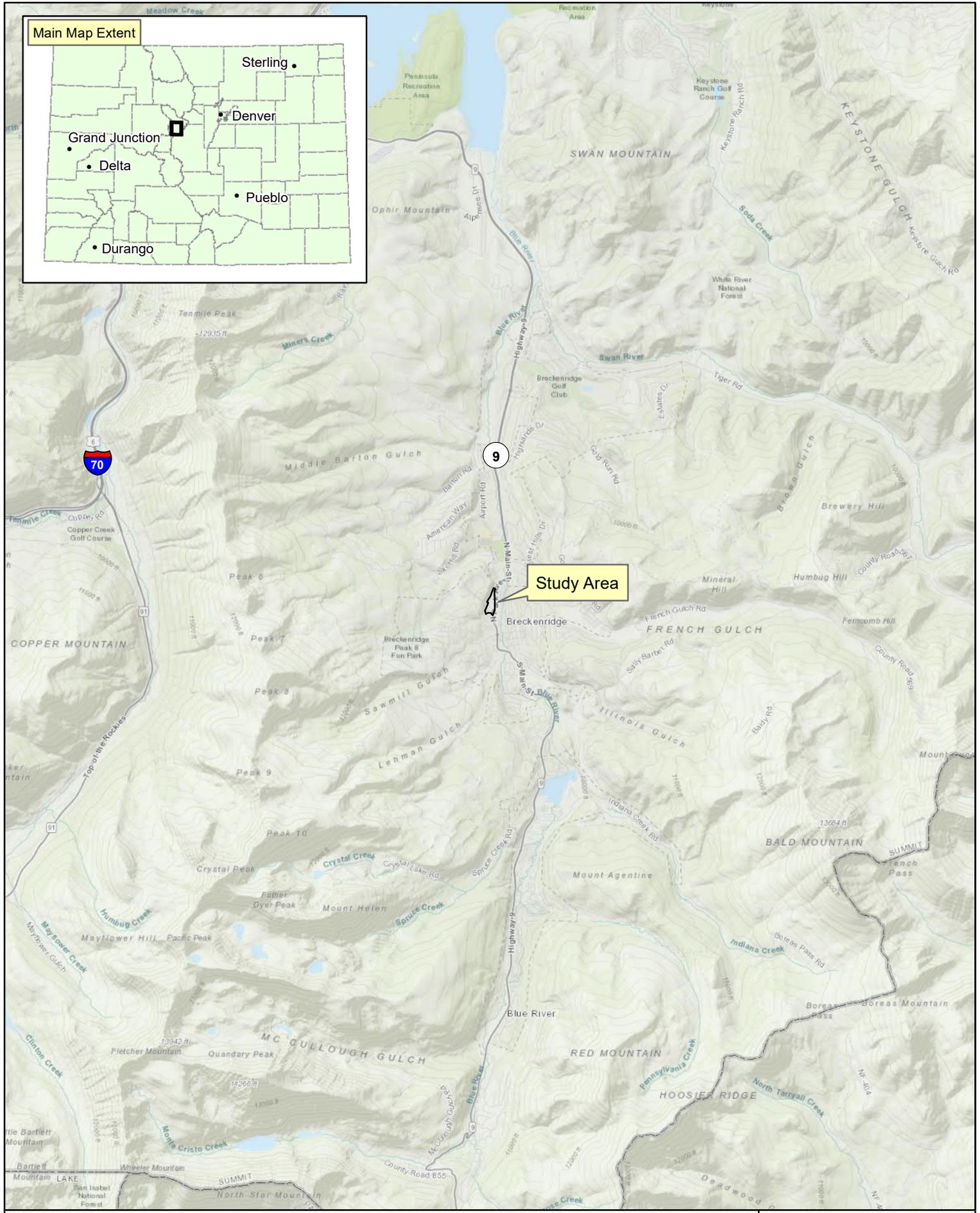
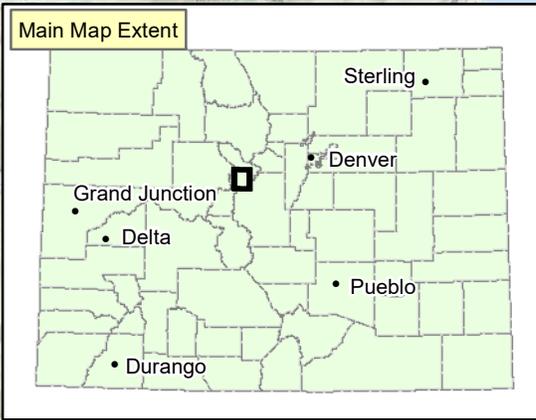
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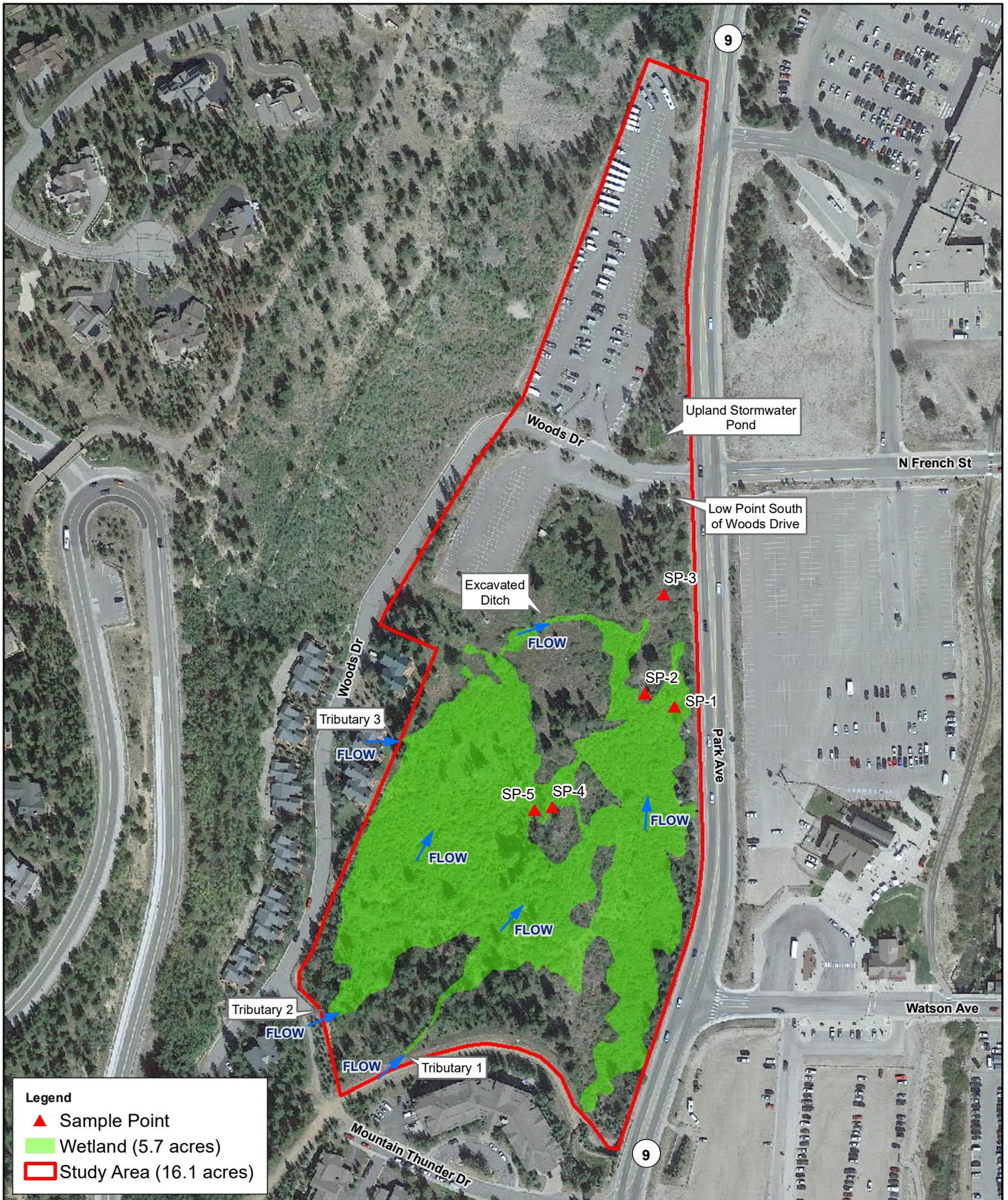
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Gold Rush Parking Lot

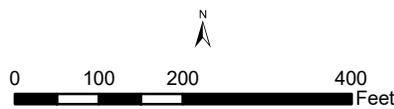
Figure 1
Site Location Map 135

07/19/2021



Legend

- ▲ Sample Point
- Wetland (5.7 acres)
- Study Area (16.1 acres)



08/13/2020

Gold Rush Parking Lot

Figure 2
Wetlands and Other
Water Features

Appendix A
Wetland Determination Data Forms

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 8/17/16
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP1
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillside, terrace, etc.): Slope Local relief (concave, convex, none): concave Slope (%): 1 to 2
 Subregion (LRR): LRR E, MLRA 48A Lat: 39.485950 Long: -106.048847 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI classification: PSS
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u>
---	--

Remarks:
 Dense willow area with mesic understory; appears to be drier than historically but still meets the wetland criteria; possibly part of a relict beaver pond complex; original data collected in August 2016 but verified in July 2020

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. _____	_____	_____	_____	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
_____ =Total Cover	_____	_____	_____																	
Sapling/Shrub Stratum (Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Total % Cover of:</td> <td style="width: 50%;">Multiply by:</td> </tr> <tr> <td>OBL species <u>10</u></td> <td>x 1 = <u>10</u></td> </tr> <tr> <td>FACW species <u>30</u></td> <td>x 2 = <u>60</u></td> </tr> <tr> <td>FAC species <u>45</u></td> <td>x 3 = <u>135</u></td> </tr> <tr> <td>FACU species <u>5</u></td> <td>x 4 = <u>20</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>90</u> (A)</td> <td><u>225</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.50</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>10</u>	x 1 = <u>10</u>	FACW species <u>30</u>	x 2 = <u>60</u>	FAC species <u>45</u>	x 3 = <u>135</u>	FACU species <u>5</u>	x 4 = <u>20</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>90</u> (A)	<u>225</u> (B)	Prevalence Index = B/A = <u>2.50</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>10</u>	x 1 = <u>10</u>																			
FACW species <u>30</u>	x 2 = <u>60</u>																			
FAC species <u>45</u>	x 3 = <u>135</u>																			
FACU species <u>5</u>	x 4 = <u>20</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>90</u> (A)	<u>225</u> (B)																			
Prevalence Index = B/A = <u>2.50</u>																				
1. <u>Salix drummondiana</u>	<u>10</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u>Salix monticola</u>	<u>10</u>	<u>Yes</u>	<u>OBL</u>																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
_____ =Total Cover	<u>20</u>	_____	_____																	
Herb Stratum (Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u>X</u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
1. <u>Mertensia ciliata</u>	<u>20</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u>Agrostis gigantea</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
3. <u>Poa pratensis</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
4. <u>Elymus trachycaulus</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
5. <u>Taraxacum officinale</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
_____ =Total Cover	<u>70</u>	_____	_____																	
Woody Vine Stratum (Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
_____ =Total Cover	_____	_____	_____																	
% Bare Ground in Herb Stratum <u>25</u>																				

Remarks:
 Lots of partially dead or dying willow; overall dense willow with relatively mesic understory

SOIL

Sampling Point: SP1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-2	10YR 2/2	100					Loamy/Clayey	silty clay loam
2-6	10YR 4/2	85	10YR 4/6	15	C	M	Loamy/Clayey	sandy loam
6-16	10YR 4/4	100					Sandy	sand and gravel

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)			Indicators for Problematic Hydric Soils ³ :		
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 2 cm Muck (A10) (LRR A, E)			
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Iron-Manganese Masses (F12) (LRR D)			
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (F21)			
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1)	<input type="checkbox"/> Very Shallow Dark Surface (F22)			
<input type="checkbox"/> 1 cm Muck (A9) (LRR D, G)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)			
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input checked="" type="checkbox"/> Depleted Matrix (F3)				
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)				
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)				
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G)	<input type="checkbox"/> Redox Depressions (F8)				

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
---	---

Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:		
Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (2 or more required)	
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	<input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2 4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Salt Crust (B11)	<input checked="" type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input checked="" type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A)	<input type="checkbox"/> Raised Ant Mounds (D6) (LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		

Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
---	---

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
Small channels present throughout the area; appears to be relict beaver pond area; currently dry and generally seems to be drier than historically; main source of hydrology is seasonally high groundwater associated with snowmelt

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 8/17/16
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP2
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillside, terrace, etc.): Slope Local relief (concave, convex, none): concave Slope (%): 1 to 2
 Subregion (LRR): LRR E, MLRA 48A Lat: 39.486027 Long: -106.049056 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI classification: PSS
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks: Open shrubby area dominated by mesic vegetation; meets vegetation criterion but no evidence of hydrology or hydric soils	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:																
1. _____	_____	_____	_____	Number of Dominant Species That Are OBL, FACW, or FAC: <u>5</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>83.3%</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
=Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Total % Cover of:</td> <td style="text-align: center;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>15</u></td> <td>x 2 = <u>30</u></td> </tr> <tr> <td>FAC species <u>75</u></td> <td>x 3 = <u>225</u></td> </tr> <tr> <td>FACU species <u>27</u></td> <td>x 4 = <u>108</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>117</u> (A)</td> <td><u>363</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.10</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>15</u>	x 2 = <u>30</u>	FAC species <u>75</u>	x 3 = <u>225</u>	FACU species <u>27</u>	x 4 = <u>108</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>117</u> (A)	<u>363</u> (B)	Prevalence Index = B/A = <u>3.10</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>15</u>	x 2 = <u>30</u>																			
FAC species <u>75</u>	x 3 = <u>225</u>																			
FACU species <u>27</u>	x 4 = <u>108</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>117</u> (A)	<u>363</u> (B)																			
Prevalence Index = B/A = <u>3.10</u>																				
1. <u>Dasiphora fruticosa</u>	<u>10</u>	Yes	FAC																	
2. <u>Salix drummondiana</u>	<u>5</u>	Yes	FACW																	
3. <u>Lonicera involucrata</u>	<u>5</u>	Yes	FAC																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
=Total Cover																				
Herb Stratum (Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> <u> </u> 2 - Dominance Test is >50% <u> </u> <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
1. <u>Agrostis scabra</u>	<u>25</u>	Yes	FAC																	
2. <u>Achillea millefolium</u>	<u>20</u>	Yes	FACU																	
3. <u>Cirsium scariosum</u>	<u>10</u>	No	FAC																	
4. <u>Carex praegracilis</u>	<u>10</u>	No	FACW																	
5. <u>Taraxacum officinale</u>	<u>5</u>	No	FACU																	
6. <u>Penstemon procerus</u>	<u>20</u>	Yes	FAC																	
7. <u>Potentilla gracilis</u>	<u>5</u>	No	FAC																	
8. <u>Taraxacum officinale</u>	<u>2</u>	No	FACU																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
=Total Cover																				
Woody Vine Stratum (Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
=Total Cover																				
% Bare Ground in Herb Stratum <u>0</u>																				

Remarks:
 Relatively open area with mesic shrub cover; scattered Pinus contorta nearby

SOIL

Sampling Point: SP2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-3	10YR 2/2	100					Loamy/Clayey	sandy loam; lots of roots
3-16	10YR 4/4	100					Sandy	sand with gravel

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)			Indicators for Problematic Hydric Soils ³ :		
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 2 cm Muck (A10) (LRR A, E)			
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Iron-Manganese Masses (F12) (LRR D)			
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (F21)			
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1)	<input type="checkbox"/> Very Shallow Dark Surface (F22)			
<input type="checkbox"/> 1 cm Muck (A9) (LRR D, G)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)			
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Matrix (F3)				
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)				
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)				
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G)	<input type="checkbox"/> Redox Depressions (F8)				

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes _____ No <u>X</u>
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Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:		
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	<input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A)	<input type="checkbox"/> Raised Ant Mounds (D6) (LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		

Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation Present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <u>X</u>
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Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
No evidence of hydrology; sample point approximately 20 feet from SP1 and about the same elevation

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 8/17/16
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP3
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillside, terrace, etc.): Slope Local relief (concave, convex, none): concave Slope (%): 1 to 2
 Subregion (LRR): LRR E, MLRA 48A Lat: 39.486486 Long: -106.048944 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI classification: PSS
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
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Remarks:
 Swale down-gradient of main wetland area; small pocket of hydrophytes where water must be present during snowmelt/runoff; meets hydrophytic vegetation criterion but no evidence of hydric soils or wetland hydrology.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30-ft radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. _____	_____	_____	_____	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u> 3 </u> (A) Total Number of Dominant Species Across All Strata: <u> 3 </u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
_____ =Total Cover	_____	_____	_____																	
Sapling/Shrub Stratum (Plot size: <u>15-ft radius</u>)				Prevalence Index worksheet: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Total % Cover of:</td> <td style="width: 50%;">Multiply by:</td> </tr> <tr> <td>OBL species <u> 0 </u></td> <td>x 1 = <u> 0 </u></td> </tr> <tr> <td>FACW species <u> 80 </u></td> <td>x 2 = <u> 160 </u></td> </tr> <tr> <td>FAC species <u> 10 </u></td> <td>x 3 = <u> 30 </u></td> </tr> <tr> <td>FACU species <u> 10 </u></td> <td>x 4 = <u> 40 </u></td> </tr> <tr> <td>UPL species <u> 5 </u></td> <td>x 5 = <u> 25 </u></td> </tr> <tr> <td>Column Totals: <u> 105 </u> (A)</td> <td><u> 255 </u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u> 2.43 </u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u> 0 </u>	x 1 = <u> 0 </u>	FACW species <u> 80 </u>	x 2 = <u> 160 </u>	FAC species <u> 10 </u>	x 3 = <u> 30 </u>	FACU species <u> 10 </u>	x 4 = <u> 40 </u>	UPL species <u> 5 </u>	x 5 = <u> 25 </u>	Column Totals: <u> 105 </u> (A)	<u> 255 </u> (B)	Prevalence Index = B/A = <u> 2.43 </u>	
Total % Cover of:	Multiply by:																			
OBL species <u> 0 </u>	x 1 = <u> 0 </u>																			
FACW species <u> 80 </u>	x 2 = <u> 160 </u>																			
FAC species <u> 10 </u>	x 3 = <u> 30 </u>																			
FACU species <u> 10 </u>	x 4 = <u> 40 </u>																			
UPL species <u> 5 </u>	x 5 = <u> 25 </u>																			
Column Totals: <u> 105 </u> (A)	<u> 255 </u> (B)																			
Prevalence Index = B/A = <u> 2.43 </u>																				
1. <u>Salix drummondiana</u>	<u> 10 </u>	<u> Yes </u>	<u> FACW </u>																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
_____ =Total Cover	<u> 10 </u>	_____	_____																	
Herb Stratum (Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> X </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
1. <u>Calamagrostis canadensis</u>	<u> 40 </u>	<u> Yes </u>	<u> FACW </u>																	
2. <u>Mertensia ciliata</u>	<u> 30 </u>	<u> Yes </u>	<u> FACW </u>																	
3. <u>Achillea millefolium</u>	<u> 10 </u>	<u> No </u>	<u> FACU </u>																	
4. <u>Potentilla gracilis</u>	<u> 5 </u>	<u> No </u>	<u> FAC </u>																	
5. <u>Chamerion angustifolia</u>	<u> 5 </u>	<u> No </u>	<u> UPL </u>																	
6. <u>Cirsium arvense</u>	<u> 5 </u>	<u> No </u>	<u> FAC </u>																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
_____ =Total Cover	<u> 95 </u>	_____	_____																	
Woody Vine Stratum (Plot size: <u>1x3 meter</u>)				Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>																
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
_____ =Total Cover	_____	_____	_____																	
% Bare Ground in Herb Stratum <u> 5 </u>																				

Remarks:
 Small pocket of hydrophytes (approx. 100 square feet) on edge of broad swale below main wetland

SOIL

Sampling Point: SP3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 2/2	100					Loamy/Clayey	silty clay loam
6-7	10YR 4/2	90	10YR 4/6	10	C	M	Loamy/Clayey	silty clay loam
7-16	10YR 4/4	100	10YR 4/4				Sandy	sand with gravel

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)			Indicators for Problematic Hydric Soils ³ :		
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> 2 cm Muck (A10) (LRR A, E)			
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Iron-Manganese Masses (F12) (LRR D)			
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (F21)			
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1)	<input type="checkbox"/> Very Shallow Dark Surface (F22)			
<input type="checkbox"/> 1 cm Muck (A9) (LRR D, G)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)			
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Matrix (F3)				
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)				
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)				
<input type="checkbox"/> 2.5 cm Mucky Peat or Peat (S2) (LRR G)	<input type="checkbox"/> Redox Depressions (F8)				

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes _____ No <u>X</u>
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Remarks:
All layers dry

HYDROLOGY

Wetland Hydrology Indicators:		
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	<input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A)	<input type="checkbox"/> Raised Ant Mounds (D6) (LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		

Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation Present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <u>X</u>
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Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
No evidence of hydrology; sample point in lowest part of swale where it would be wettest; likely receives occasional snowmelt/runoff

WETLAND DETERMINATION DATA FORM - Western Mountains, Valleys, and Coast Region

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 7/22/20
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP4
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillslope, terrace, etc.): Slope Local relief (concave, convex, none): None Slope (%): 1 to 2
 Subregion (LRR): Southern Rocky Mountain Forest and Range Land Lat.: 39.485524 -106 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI Classification: PSS

Are climatic/hydrologic conditions of the site typical for this time of the year Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Y
 Are vegetation , soil , or hydrology naturally problematic? (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u> N </u>
Hydric soil present? <u> N </u>	
Indicators of wetland hydrology present <u> N </u>	

If yes, optional wetland site ID: _____

Remarks: (Explain alternative procedures here or in a separate report.)

Edge of vegetatively diverse mesic meadow; appears to be relic wetland area from when the site was wetter; presence of willows meets the hydrophytic vegetation criterion but no indicators of hydrology or hydric soils

VEGETATION - Use scientific names of plants

Tree Stratum	Plot Size (30' radius)	Absolute % Cover	Dominant Species	Indicator Status	50/20 Thresholds	20%	50%
1	<u>Populus tremuloides</u>	<u>20</u>	<u>Y</u>	<u>FACU</u>			
2	_____	_____	_____	_____	Sapling/Shrub Stratum	<u>6</u>	<u>15</u>
3	_____	_____	_____	_____	Herb Stratum	<u>19</u>	<u>49</u>
4	_____	_____	_____	_____	Woody Vine Stratum	<u>0</u>	<u>0</u>
		<u>20</u> =	Total Cover		Dominance Test Worksheet		
Sapling/Shrub Stratum Plot Size (15' radius)					Number of Dominant Species that are OBL, FACW, or FAC: <u> 5 </u> (A)		
1	<u>Salix geyeriana</u>	<u>15</u>	<u>Y</u>	<u>FACW</u>	Total Number of Dominant Species Across all Strata: <u> 9 </u> (B)		
2	<u>Dasiphora fruticosa</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>	Percent of Dominant Species that are OBL, FACW, or FAC: <u>55.56%</u> (A/B)		
3	<u>Salix monticola</u>	<u>5</u>	<u>N</u>	<u>OBL</u>	Prevalence Index Worksheet		
4	_____	_____	_____	_____	Total % Cover of: <input type="checkbox"/>		
5	_____	_____	_____	_____	OBL species	<u>5</u> x 1 =	<u>5</u>
		<u>30</u> =	Total Cover		FACW species	<u>20</u> x 2 =	<u>40</u>
Herb Stratum Plot Size (5' radius)					FAC species	<u>40</u> x 3 =	<u>120</u>
1	<u>Fragaria virginiana</u>	<u>25</u>	<u>Y</u>	<u>FACU</u>	FACU species	<u>67</u> x 4 =	<u>268</u>
2	<u>Achillea millefolium</u>	<u>20</u>	<u>Y</u>	<u>FACU</u>	UPL species	<u>0</u> x 5 =	<u>0</u>
3	<u>Phleum pratense</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>	Column totals	<u>132</u> (A)	<u>433</u> (B)
4	<u>Poa pratensis</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>	Prevalence Index = B/A = <u>3.28</u>		
5	<u>Bromus ciliatus</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>	Hydrophytic Vegetation Indicators:		
6	<u>Lupinus</u>	<u>10</u>	<u>Y</u>	_____	Rapid test for hydrophytic vegetation		
7	<u>Festuca</u>	<u>5</u>	<u>N</u>	_____	<input checked="" type="checkbox"/> Dominance test is >50%		
8	<u>Carex praegracilis</u>	<u>5</u>	<u>N</u>	<u>FACW</u>	Prevalence index is ≤3.0*		
9	<u>Gallium boreale</u>	<u>2</u>	<u>N</u>	<u>FACU</u>	Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)		
10	_____	_____	_____	_____	Problematic hydrophytic vegetation* (explain)		
11	_____	_____	_____	_____	*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic		
		<u>97</u> =	Total Cover		Hydrophytic vegetation present? <u> Y </u>		
Woody Vine Stratum Plot Size (N/A)							
1	<u>N/A</u>	_____	_____	_____			
2	_____	_____	_____	_____			
		<u>0</u> =	Total Cover				

% Bare Ground in Herb Stratum: 3

Remarks:

Edge of open meadow area; possibly relic wetland area

Project Site: Gold Rush Lots

SOIL

Sampling Point:

SP4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-16	10YR3/3	100	N/A				Sandy loam	some small gravel throughout

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains **Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:		Indicators for Problematic Hydric Soils:	
<input type="checkbox"/> Histisol (A1)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> 2 cm Muck (A10) (LRR K, L, MLRA 149B)	
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (LRR K, L)	<input type="checkbox"/> Red Parent Material (TF2)	
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)	
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input checked="" type="checkbox"/> Depleted Matrix (F3)	<input type="checkbox"/> Other (Explain in Remarks)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)		
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)		
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)		
<input type="checkbox"/> Sandy Gleyed Matrix (S4)			
<input type="checkbox"/> Sandy Redox (S5)			

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric soil present? <u>Y</u>
Remarks: Recent gopher activity, soil dry	

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Raised Ant Mounds (D6)(LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) (B8)	<input type="checkbox"/> Other (Explain in Remarks)

Field Observations:	Indicators of wetland hydrology present? <u>N</u>
Surface water present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	
Water table present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	
Saturation present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:
None

Remarks: Sample point approx. 2.5'(V) above wetland area; likely seasonally wet from snowmelt but no hydrologic indicators obs.

WETLAND DETERMINATION DATA FORM - Western Mountains, Valleys, and Coast Region

Project/Site: Gold Rush Lots City/County: Breckenridge/Summit Sampling Date: 7/22/20
 Applicant/Owner: Breckenridge Grand Vacations State: CO Sampling Point: SP5
 Investigator(s): Andy Herb Section, Township, Range: S31, T7S, R77W
 Landform (hillslope, terrace, etc.): Slope Local relief (concave, convex, none): None Slope (%): 1 to 2
 Subregion (LRR): Southern Rocky Mountain Forest and Range Land Lat.: 39.485559 -106 Datum: WGS84
 Soil Map Unit Name: Grenadier gravelly loam, 0 to 6 percent slopes NWI Classification: PSS

Are climatic/hydrologic conditions of the site typical for this time of the year Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Y
 Are vegetation , soil , or hydrology naturally problematic? (If needed, explain any answers in remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u>
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present <u>Y</u>	

If yes, optional wetland site ID: _____

Remarks: (Explain alternative procedures here or in a separate report.)

PSS wetland in swale along edge of mesic meadow; includes smaller pockets of PEM wetland. A current flow path for seasonal high water (snowmelt).

VEGETATION - Use scientific names of plants

Tree Stratum	Plot Size (30' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
		0 =	Total Cover	
Sapling/Shrub Stratum	Plot Size (15' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Salix geyeriana</u>	40	Y	FACW
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
		30 =	Total Cover	
Herb Stratum	Plot Size (5' radius)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Carex aquatilis</u>	65	Y	OBL
2	<u>Geum macrophyllum</u>	15	N	FAC
3	<u>Equisetum arvense</u>	10	N	FAC
4	<u>Poa palustris</u>	5	N	FAC
5	<u>Phleum pratense</u>	2	N	FAC
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____
11	_____	_____	_____	_____
		97 =	Total Cover	
Woody Vine Stratum	Plot Size (N/A)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>N/A</u>	_____	_____	_____
2	_____	_____	_____	_____
		0 =	Total Cover	

% Bare Ground in Herb Stratum: 3

50/20 Thresholds	20%	50%
Tree Stratum	0	0
Sapling/Shrub Stratum	6	15
Herb Stratum	19	49
Woody Vine Stratum	0	0
Dominance Test Worksheet		
Number of Dominant Species that are OBL, FACW, or FAC: <u>2</u> (A)		
Total Number of Dominant Species Across all Strata: <u>2</u> (B)		
Percent of Dominant Species that are OBL, FACW, or FAC: <u>100.00%</u> (A/B)		
Prevalence Index Worksheet		
Total % Cover of: <input type="checkbox"/>		
OBL species	65 x 1 =	65
FACW species	40 x 2 =	80
FAC species	32 x 3 =	96
FACU species	0 x 4 =	0
UPL species	0 x 5 =	0
Column totals	<u>137</u> (A)	<u>241</u> (B)
Prevalence Index = B/A =	1.76	
Hydrophytic Vegetation Indicators:		
Rapid test for hydrophytic vegetation		
<input checked="" type="checkbox"/> Dominance test is >50%		
<input checked="" type="checkbox"/> Prevalence index is ≤3.0*		
Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)		
Problematic hydrophytic vegetation* (explain)		
*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic		

Hydrophytic vegetation present? Y

Remarks:
 Willow-dominated area in shallow swale on edge of mesic meadow

Project Site: Gold Rush Lots

SOIL

Sampling Point:

SP5

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-2	10YR2/1	100	N/A				Silty clay	
2-9	10YR4/2	98	10YR4/6	2	C	M	Silty clay	
9+	-	100					Gravel/cobble.	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains **Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

- Histisol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1) (LRR K, L)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- 2 cm Muck (A10) (LRR K, L, MLRA 149B)
- Red Parent Material (TF2)
- Very Shallow Dark Surface (TF12)
- Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric soil present? Y

Remarks: All layers saturated

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1,2,4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input checked="" type="checkbox"/> Drainage Patterns (B10)
<input checked="" type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input checked="" type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Raised Ant Mounds (D6)(LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> (B8)	

Field Observations:

Surface water present? Yes No Depth (inches): _____
 Water table present? Yes No Depth (inches): _____
 Saturation present? Yes No Depth (inches): 0
 (includes capillary fringe)

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Main source of hydrology is high groundwater, especially during snowmelt

Remarks:

Appendix B

Site Photographs



Photo 1 – Typical PSS wetland (July 22, 2020)



Photo 2 – Typical wetland boundary, notice dead and dying willows (July 22, 2020)



Photo 3 – Dead and dying willow along the wetland boundary (July 22, 2020)



Photo 4 – Tributary 1, looking north where it enters the site (July 13, 2020)



Photo 5 – Tributary 2, looking northeast where it enters the site (July 19, 2021)



Photo 6 – Tributary 3, looking southwest where it enters the site from a small pond, which is off the property (July 13, 2020)



Photo 7 - Looking north at the vegetated (non-wetland) entrance to the culvert under Woods Drive (July 19, 2021)



Photo 8 - Looking south at the culvert (black plastic) outlet under Woods Drive, with wooden outlet box to the stormwater system (July 19, 2021)



Photo 9 - Close up view of the outlet box showing no signs of flow, looking south (July 20, 2021)

Appendix C
Site Plan and Wetland Disturbance



Drawing: IA\2019026\Breckenridge-Gondola Lot Dev\05 CAD\X\Res\01-GOLD-RUSH-SOUTH\HARDGRADE-GOLD-RUSH-SOUTH_18-DUPLEX.dwg
 Last Saved: October 25, 2023 10:52:48 AM by Zeanhart
 Last Plotted: 10/25/2023 11:01:38 AM
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NOT FOR CONSTRUCTION

DRAWN BY: ZE/TJ
 CHECKED BY: DTJ
 PROJECT NO.: 2019026
 ISSUE DATE: 10/20/2023
 REVISIONS:

SHEET TITLE:
GOLD RUSH SOUTH SITE PLAN

SHEET NUMBER:

L201

~~APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
STATUTES AS AMENDED~~

APPROVAL OF THIS DEVELOPMENT AGREEMENT CONSTITUTES A VESTED
PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, COLORADO REVISED
STATUTES AS AMENDED

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 202__, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (the “**Town**”), GONDOLA PROPERTIES, LLC, a Colorado limited liability company (“**Gondola Properties**”), BGV PARTNERS ENTRADA LLC, a Colorado limited liability company (“**BGV Entrada**”); Vail Summit Resorts, Inc., a Colorado corporation (“**VSRI**”); and LC Breckenridge Holdco, LLC, a Delaware limited liability company (“**LC Breckenridge**”)~~Owner~~). The Town, Gondola Properties, BGV Entrada, VSRI, and LC Breckenridge may collectively be referred to herein as the “**Parties**” and each individually as a “**Party**”.

RECITALS

- A. Gondola Properties is the owner of real property in the Town legally described in Exhibit 1 (“**Parcel 1**”).
- B. VSRI is the owner of real property in the Town legally described in Exhibit 2 (“**Parcel 2**”).
- C. Gondola Properties is the owner of real property in the Town legally described in Exhibit 3 (“**Parcel 3**”).
- D. LC Breckenridge is the is the owner of real property in the Town legally described in Exhibit 4 (“**Parcel 4**”).
- E. VSRI is the owner of real property in the Town legally described in Exhibit 5 (“**Parcel 5**”).
- F. VSRI is the owner of real property in the Town legally described in Exhibit 6 (“**Parcel 6**” and collectively with Parcels 1, 2, 3, 4, and 5, the “**Properties**,” each individually a “**Property**”).
- G. BGV Entrada is the owner of real property in Summit County (the “**County**”) legally described in Exhibit 7 (“**Parcel 7**”).
- H. Parcels 1, 2, and 3 are subject to and controlled by the Breckenridge Grand Vacations Gondola Lot Master Plan (PL-~~2021-0052~~-2021-0052) (the “**Gondola Lot Master Plan**”).

I. Parcels 4, 5, and 6 are subject to and controlled by the Eighth Amendment to the Amended Peak 7 & 8 Master Plan PL-~~2018-0546~~2018-0546 (an amendment to PERMIT #2000155) (the “**Peak 7 & 8 Master Plan**”).

J. The current “**Density**” as that term is used in Section ~~9-1-19-3A~~9-1-19-3A of the Breckenridge Town Code (the “**Town Code**”) and reflected as “**SFEs**” as that term is defined in Section ~~9-1-59-1-5~~9-1-59-1-5 of the Town Code, existing in the Gondola Lot Master Plan, the Peak 7 & 8 Master Plan, and Parcel 7 is as follows:

- (1) Gondola Lot Master Plan: 143.0 SFEs;
- (2) Peak 7 & 8 Master Plan: 145.8 SFEs; and
- (3) Parcel 7 (Per Land Use District 5): 14.2 SFEs.

K. BGV Entrada has submitted a petition for annexation to annex Parcel 7 (the “**Annexation**”), and upon the annexation of Parcel 7, BGV Entrada and the Town anticipate setting the terms of the Annexation and the development of Parcel 7 by separate agreement.

L. The Parties desire to articulate a comprehensive and coordinated approach to guide the Properties’ use and development.

M. To that end, the Parties further desire to provide for the following general plan of development for the Properties (collectively, the “**Project**”):

(1) With respect to Parcel 1: To preserve the existing parking lot and improve it with limited grading, drainage and water quality, lighting, and landscaping improvements, and to confirm that the historic, 610 parking-space capacity for winter recreational visitors will be credited toward the 1,560 spaces required under that certain Parking Agreement dated November 11, 2003 and recorded on June 29, 2004 in the records of the Summit County Clerk and Recorder (the “**Records**”) at Reception No. 760358 (the “**Parking Agreement**”) irrespective of any reductions resulting from grading, drainage and water quality, lighting, and landscaping improvements or roundabout improvements, on the understanding that a parking attendant will be provided during the winter recreational season to ensure effective parking utilization;

(2) With respect to Parcel 2: To establish a site for employee housing, on privately owned property, as well as the provision of a minimum of 400 parking spaces, as a continuation of historical use of Parcel 2 for overflow parking, plus any required parking for approved employee housing, for winter recreational visitors that will be credited toward the 1,560 spaces required under the Parking Agreement;

(3) With respect to Parcel 3: To allow up to sixteen (16) duplex units distributed in eight (8) buildings;

(4) With respect to Parcel 4: To provide for development of condominium, hotel, and lock-off units and associated uses (including whole and/or fractional

ownership), while preserving and/or providing space for VSRI administrative services and the Breckenridge Outdoor Education Center (“**BOEC**”);

(5) With respect to Parcel 5: To create two (2) lots for single-family residential development;

(6) With respect to Parcel 6: To establish a single-family residential subdivision with up to fourteen (14) homesites;

(7) With respect to Parcel 7: If the Annexation occurs, to allow for development of employee housing on Parcel 7 and to authorize the transfer of Density required to accommodate that employee housing; and

(8) With respect to the Gondola Lot Master Plan and Peak 7 & 8 Master Plan: to accommodate the parcel-specific development contemplated above and to provide for the Density transfers necessary to accomplish that development.

(9) With respect to the intersection of North French Street and Park Avenue: to provide for the construction of a roundabout and certain pedestrian improvements as currently contemplated in the Gondola Lot Master Plan, subject to Colorado Department of Transportation (“**CDOT**”) review and approval.

(10) With respect to all of the foregoing: the Parties currently anticipate phasing the completion of all vertical and horizontal elements on the Properties and Parcel 7 as follows. The improvements on Parcel 1 will occur on the schedule set forth in Section 5.3. The development of Parcels 2 and 3, the construction of a roundabout and associated pedestrian improvements, and the horizontal infrastructure associated with Parcels 5 and 6 will occur in the first phase; the concurrent development of Parcels 4 and 7 will occur in the second phase. This Subsection 10 reflects the Parties’ present, nonbinding intentions, which are subject to change.

N. The Parties acknowledge that Parcels 4 and 5 will include “accommodation units” as that term is defined in Section 4-6-1 of the Town Code (as the same may be amended from time to time) and more commonly known as “Short-Term Rentals.”

O. ~~N.~~ In connection with the Project, the Parties anticipate that Density will be transferred to and from the Gondola Lot Master Plan to the Properties, resulting in the following total Density-allocations to each Property:

- (1) Parcel 1: 0.0 SFEs;
- (2) Parcel 2: Up to 21.7 SFEs (with up to 13.9 to be provided by the Town);
- (3) Parcel 3: Up to 30.0 SFEs;
- (4) Parcel 4: Up to 220.0 SFEs;

- (5) Parcel 5: Up to 2.0 SFEs;
- (6) ~~Parcel~~Parcel 6: Up to 14.0 SFEs; and
- (7) Parcel 7: Up to 29.2 SFEs.

P. ~~Q.~~ To provide for the Project’s development, Gondola Properties (including its successors and assigns, “**Applicant**”) anticipates submitting one or more Development Applications to (1) amend the Gondola Lot Master Plan (the “**Gondola Lot Amendment**”); (2) amend the Peak 7 & 8 Master Plan (the “**Peak 7 & 8 Amendment**” and collectively with the Gondola Lots Amendment, the “**Master Plan Amendments**”); (3) provide for the development of one or more of the Properties upon the approval of the Master Plan Amendments. The term “**Development Application**” includes, without limitation, any application for any of the development permits described in Section ~~9-1-18~~9-1-18 of the Town Code as well as any subdivision application under Section ~~9-2-39~~9-2-3 of the Town Code.

Q. ~~P.~~ To guide the Project and to achieve public benefits desired by the Town, the Town and Applicant desire to establish (1) the commitments Applicant will include in its Development Application(s) and (2) the terms upon which the Town will review and approve Applicant’s Development Application(s) that includes those commitments.

R. ~~Q.~~ The Town Council of the Town of Breckenridge (the “**Town Council**”) is the governing body of the Town, with the legal authority to enter into development agreements conferring “**Vested Property Rights**” as defined in and pursuant to, *inter alia*, C.R.S. §§ ~~24-68-101~~24-68-101 *et seq.* (the “**Vested Property Rights Act**”) and ~~Article 12~~ARTICLE 12 of this Agreement.

S. ~~R.~~ Pursuant to Section 103 of the Vested Property Rights Act, its legislative authority, and Section ~~9-1-17-11K~~9-1-17-11K of the Town Code, and notwithstanding any provision to the contrary set forth in the Town Code, the Town Council intends that this Agreement will be designated as a “**Site Specific Development Plan**” as that term is defined in the Vested Property Rights Act.

T. ~~S.~~ Pursuant to Chapter 9 of Title 9 of the Town Code, the Town Council has the authority to enter into a development agreement. Section ~~9-1-17-12A~~9-1-17-12A of the Code requires a development agreement to transfer Density within the Town and between master plans. The Town finds that a development agreement is appropriate to accommodate the Density transfers described below. Section ~~9-17-11K~~9-17-11K of the Code further authorizes development agreements to extend vested rights beyond the standard three-year vesting period when “warranted in light of all relevant circumstances, including, but not limited to, the size and phasing of the development, economic cycles and market conditions.” The Town finds that all of the relevant circumstances support a vesting period beyond the standard three years.

U. ~~T.~~ Section ~~9-1-19-39A~~9-1-19-39A.L.5 of the Town Code allows the Town Council to authorize the Planning Commission to review and approve (subject to compliance with all other applicable development policies of the town) an amendment to an approved master plan which is not in compliance with the then current Land use District Guidelines (the

“**Guidelines**”). The Town finds that the authorizations described below are warranted under the circumstances.

V. ~~U.~~ The commitments encouraged to be made in connection with an application for a development agreement in accordance with Section ~~9-9-49-9-4~~ 9-9-10C of the Town Code are as hereafter set forth in this Agreement.

W. ~~V.~~ The Town Council has received a complete application and all required submittals for a development agreement, has had preliminary discussions of the application and this Agreement, determined that it should commence proceedings for the approval of this Agreement and, in accordance with the procedures set forth in Section ~~9-9-10C~~ 9-9-10C of the Town Code, desires to approve this Agreement by ordinance.

AGREEMENT

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

ARTICLE 1 GENERAL PROVISIONS

1.1 Incorporation of Recitals. The foregoing Recitals are incorporated into and made substantive provisions of this Agreement.

1.2 Effective Date. The rights and obligations of the Parties under this Agreement shall commence on the Effective Date as defined in this Section 1.2, except as otherwise set forth herein. The “**Effective Date**” shall be the date upon which the Town Council, by ordinance or otherwise, approves the Agreement.

1.3 Nature of Agreement. As further provided in ARTICLE 12, as between the Parties, this Agreement is a Site Specific Development Plan as that term is defined in Section 102 of the Vested Property Rights Act and constitutes a development agreement granting and establishing Vested Property Rights for a period consistent with Section ~~12.3~~ 12.3 in accordance with Section 104(2) of the Vested Property Rights Act.

1.4 Relationship to Previous Agreements. This Agreement replaces, supersedes and effects the termination of the following agreements, which shall be of no further force and effect with respect to the Properties:

- (a) Amended and Restated Development Agreement between the Town and Gondola Lot Properties LLC dated June 12, 2023, and recorded in the Records on June 14, 2023, at Reception No. 1312523;

(b) Development Agreement between the Town and Gondola Lot Properties LLC dated April 14, 2023, and recorded in the Records at Reception No. 1309020 on April 14, 2023.

(c) Amended and Restated Development Agreement between the Town and LH Mountain Ventures, LLC dated July 19, 2019, and recorded in the Records on January 8, 2020, at Reception No. 1217695; and

(d) Development Agreement between the Town and Lionheart BGV Ventures, LLC, dated August 15, 2018, and recorded in the Records on September 28, 2018, at Reception No. 1181305;

1.5 Landowner Cooperation and Consent.

(a) “**Landowner**” shall mean the owner of a legal or equitable interest in any Property, and includes the heirs, successors, and assigns of such ownership interests.

(b) Each Landowner hereby covenants and agrees to reasonably cooperate and consent to Applicant’s preparation, submittal, and pursuit of any Development Application(s) contemplated under this Agreement and the Town’s approval of the same, subject to such Landowner’s prompt prior review and approval of the applicable Development Application, which shall not be unreasonably withheld. In connection with every Development Application contemplated under this Agreement where Applicant and Landowner are not the same person or entity, the Parties acknowledge and agree that Applicant shall be considered Landowner’s “representative” within the meaning of Section ~~24-68-102~~24-68-102(4)(a) of the Vested Property Rights Act, solely with respect to submission to the Town of this Agreement and any Development Application approved pursuant to this Section ~~1.5(b)~~1.5(b).

(c) Each Landowner hereby covenants and agrees to reasonably cooperate in the creation, amendment, and/or execution of such further agreements as may be required to effectuate the provisions of this Agreement. By way of example but not limitation, every Landowner shall, if necessary, execute a Density Transfer Covenant to accomplish the Density transfers contemplated in this Agreement, as more particularly set forth in Section 1.6. Notwithstanding the foregoing, VSRI’s obligation to execute Density Transfer Covenants shall be limited to the transfer of 58.0 SFEs from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan, and VSRI shall have no further obligation to transfer Density or execute any Density Transfer Covenant following the successful transfer of the same.

1.6 Density Transfer Covenants. This Agreement contemplates the Town’s authorization of various Density transfers. Pursuant to Section ~~9-1-17-129-1-17-12~~ of the Town Code, Density transfers must be evidenced by a written covenant (a “**Density Transfer Covenant**”). For all Density transfers contemplated under this Agreement, the following terms shall apply:

(a) The Density Transfer Covenant shall be in a form substantially similar to that attached hereto as Exhibit 8.

(b) All Parties necessary for any Density transfer contemplated under this Agreement shall execute a Density Transfer Covenant within ~~thirty-five~~thirty-five (35) days of the Final, Non-Appealable Approval of a master plan amendment or other Development Application authorizing the Density transfer. (“**Final, Non-Appealable Approval**” shall mean the passage of any time periods within which any referendum, administrative appeal, or request for review of such approval pursuant to C.R.C.P. 106(a)(4) must be brought, without any such referendum, administrative appeal or C.R.C.P. 106(a)(4) action having been filed, commenced or asserted, or, if filed, commenced or asserted, after any such referendum, administrative appeal or C.R.C.P. 106(a)(4) action is resolved with affirmation that such approval is effective.) The first sentence of this Section ~~1.6(b)~~1.6(b) shall not apply to any Density transfer contemplated or authorized for Parcel 7, which Density transfer shall be accomplished as soon as practicable following the Annexation, if the Annexation is approved.

ARTICLE 2 COMMITMENTS (PUBLIC BENEFITS)

In exchange for the development rights conferred by this Agreement, the Town determines that it is in the public interest to recognize and memorialize the public benefits that the Project will provide as set forth below and more fully in this Agreement.

2.1 Density Relocation. The Town acknowledges and agrees that the Density transfers contemplated in this Agreement will relocate Density from the Town core to the Peak 8 base area, which is a more appropriate development location. The Town further acknowledges that the contemplated transfers will relocate approximately ~~seventy-four~~seventy-four (74) percent of the currently available Density away from Town core (approximately ~~sixty-three~~sixty-three [63] percent to the Peak 8 base area, and approximately eleven [11] percent to Parcel 7), and, after all density transfers occur, Density within Gondola Lot Master Plan will be reduced by approximately sixty-four (64) percent.

2.2 Development Intensity Reduction. The Gondola Lots Master Plan protects and provides for Density to be used in the Town core under an earlier version of the Town Code. The Town acknowledges and agrees that as the result of later modifications to the Town Code that will apply to development contemplated under this Agreement, the Density contemplated in this Agreement is anticipated to reduce development intensity as compared to the existing approved Gondola Lot Master Plan by approximately 90,000 square feet.

2.3 No Vertical Construction Proposed on Parcel 1 ~~at this Time~~; Parking Improved on Parcel 2. Upon approval of the Development Application(s) contemplated in this Agreement, Parcel 1 ~~for the time being~~ will remain as a surface parking lot for winter recreational visitors. Drainage and water quality, landscaping, and lighting will all be improved as set forth in ARTICLE 5, and, as more particularly set forth in ~~Article 6~~ARTICLE 6, no parking structure will be erected on Parcel 2 ~~at this time~~, and the existing surface parking lot on Parcel 2 ~~will~~will also be improved by Applicant. Nothing in this Agreement precludes the Landowner of Parcel 1

and the Town from jointly agreeing through a future development agreement process to a different use on Parcel 1.

2.4 Employee Housing. The Town acknowledges and agrees that the Agreement:

(a) Provides for, on private property, critically needed employee housing for the community beyond the employee housing that would be required by the Town Code;

(b) Does not require any construction costs to be incurred by the Town for any of the employee housing contemplated in this Agreement; ~~and~~

(c) Obligates Applicant to provide up to 7.8 SFEs of market-rate Density on Parcel 2, which reduces the need for Town-transferred Density for employee housing on that parcel; and.

(d) For Parcel 4, requires Applicant to provide employee housing in compliance with the Town Code on Parcel 7, if the Annexation is successful, or elsewhere if it is not. Additionally, if the Annexation is successful and Applicant constructs employee housing on Parcel 7, any housing constructed beyond that required to satisfy the employee housing requirements for the development of Parcel 4 shall not be “banked” or “reserved” to satisfy the employee housing obligations of future developments and shall instead represent a public benefit.

2.5 Infrastructure Contribution. Subject to CDOT review and approval and provided circumstances beyond Applicant’s control do not prevent Applicant from complying with the timing set forth herein, prior to issuance of any certificate of occupancy for ~~any building on Parcels 2 or Parcel 3, whichever is later~~, Applicant shall design and construct Park Avenue and Ski Hill Road intersection improvements including such improvements as signage, ADA compliant pedestrian facilities (e.g., ramps and push buttons), and turn-lane restriping for eastbound and westbound movements as described in the East Peak 8 Traffic Impact Study Update (July 2023) up to \$500,000 of design and construction costs.

2.6 Sol Center Contribution. ~~At such time as the Sol Center at Alta Verde has \$1.3 million, or less, in hard building construction obligations remaining,~~ Applicant shall, upon Sol Center at Alta Verde’s within a reasonable time following the Family & Intercultural Resource Center’s (“FIRC”) written request, contribute ~~\$1.32.0~~ million toward the ~~Family and Intercultural Resource Center~~ FIRC/Building Hope capital fundraising campaign for use toward the Sol Center.

2.7 Cucumber Gulch Improvements.

(a) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant will establish with the Town an environmental improvement fund dedicated to ~~drainage and similar~~ ecosystem and habitat improvements to protect Cucumber Gulch funded by a fee of \$2/rental room per night in perpetuity.

(b) Prior to issuance of any certificate of occupancy for any building on Parcel 4, Applicant shall make a one-time \$125,000 contribution to the Town for

constructed improvements or other management or conservation expenses in Cucumber Gulch.

2.8 Vehicle Trips. As set forth more particularly in ARTICLE 8, vehicle trips on Ski Hill Road will be reduced through the construction of the required employee housing for Parcel 4 on Parcel 7 or otherwise off-site as allowed by Absolute Policy 24/Social Community subsection F.1.a.(iv).

ARTICLE 3 GONDOLA LOT MASTER PLAN AMENDMENT

Upon and from Applicant's submission of a complete Development Application for the Gondola Lot Amendment, the Town covenants and agrees that the Town shall:

3.1 Recognize that 143 SFEs of Density exist under the Gondola Lot Master Plan. The 143 SFEs do not include the ~~fifty-eight~~fifty-eight (58) SFEs of Density to be transferred by VSRI, including up to two (2) SFEs to be used as commercial SFEs, that were intended to be transferred to Parcel 4 but for which no Density Transfer Covenant was ever entered into or recorded.

3.2 Specify total proposed Density and allocate Density to the Properties as follows:

(a) Parcel 1: 0.0 SFEs

(b) Parcel 2: Up to 21.7 SFEs (provided that the Town transfers 13.9 SFEs of Town Density as more fully set forth in Section ~~6-1(a)~~6.1(a)); and

(c) Parcel 3: Up to 30.0 SFEs.

3.3 Authorize the transfer of Density from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan, allow any new Density transfer into the Gondola Lot Master Plan for the construction of employee housing on Parcel 2, and specify total overall Density for the Gondola Lot Master Plan without the assignment of negative points under any "**Relative Policy**" or the failure of an "**Absolute Policy**" as those terms are defined in Section ~~9-1-59-1-5~~ of the Town Code. This includes, but is not limited to, a waiver from Absolute Policy 39/Master Plans ~~9-1-19-39A~~9-1-19-39A subsection I— regarding Density and acknowledgment that no modification to any of the underlying Guidelines is necessary.

3.4 Require separate Density Transfer Covenant(s) for the transferred Density.

3.5 Grant a waiver from Absolute Policy 39/Master Plans ~~9-1-19-39A~~9-1-19-39A, subsection L.3 that requires a master plan to be brought into compliance with the current development policies of the Town when amended to the extent necessary to accommodate the more particular provisions set forth in this Agreement.

3.6 Recognize and carry forward the existing applicable Gondola Lot Master Plan Point Analysis, as reflected in PL-~~2021-0052~~-2021-0052, as allowed by Development Code Section ~~9-1-17-3.5~~,9-1-17-3.5 Duration of Point Assignments.

3.7 As authorized by Section 9-1-17-11K of the Town Code, establish a vesting period of five years for the Gondola Lot Master Plan, beginning from the date the Gondola Lot Amendment becomes effective.

~~3.7 Extend the Gondola Lot Master Plan vesting five years from the date of the Gondola Lot Amendment's approval as allowed by 9-1-17-11K and grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A, subsection H.1., if needed.~~

~~3.8 Allow any modification to the Gondola Lot Master Plan required to reflect the terms of this Agreement without assignment of any negative points under any Relative Policy, failure of any Absolute Policy, or need to amend the underlying Guidelines. By way of example but not limitation, this includes allowing the historic winter recreational visitor parking lot uses on Parcels 1 and 2 as contemplated in Section 1 of the Parking Agreement.~~

ARTICLE 4 PEAK 7 & 8 MASTER PLAN AMENDMENT

Upon and from Applicant's submission of a complete Development Application for the Peak 7 & 8 Amendment, the Town covenants and agrees that the Town shall:

4.1 Acknowledge that a total of 145.8 SFEs exist in the Peak 7 & 8 Master Plan. This includes the total remaining entitled Density for the Peak 8 Base Area of the Peak 7 & 8 Master Plan of 71.6 Residential SFEs, 9.0 Commercial SFEs, and 7.2 Guest Service Facilities SFEs and the ~~fifty-eight~~fifty-eight (58) SFEs, including up to two (2) SFEs to be used as commercial SFEs, to be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan as currently reflected in those master plans, and as reflected in Staff Reports PL-~~2018-0576~~-2018-0576 and PL-~~2018-0546~~-2018-0546.

4.2 Authorize a Density transfer into the Peak 7 & 8 Master Plan area, from the Gondola Lot Master Plan, in excess of the existing Peak 7 & 8 Master Plan allowance and underlying Guidelines without the assignment of negative points under any Relative Policy, the failure of an Absolute Policy, or need to modify the underlying Guidelines. This also includes a waiver from Absolute Policy 39/Master Plan, ~~9-1-19-39A~~,9-1-19-39A subsection I regarding Density.

4.3 Concurrently process a Development Application or Applications for the subdivision ~~and/or creation~~ of Parcels 5 and 6 to create individual residential lots, provided that the application ~~or applications~~(s) are complete and comply with the provisions of Chapter 2 of Title 9 of the Town Code ("Subdivision Standards"); and on the condition that a restrictive covenant (the "Restrictive Covenant and Deed Restriction") will be recorded in title to the further subdivided lots so established on Parcels 5 and 6 (each, a "Lot", and collectively, the "Lots") providing as follows:

(a) Applicant shall designate a minimum of eight (8) of the Lots as restricted lots (each, a “Restricted Lot” and collectively, the “Restricted Lots”) that cannot be sold or conveyed to a third party until (i) the Town issues a temporary or final certificate of occupancy for the employee housing contemplated on Parcel 2; and (ii) CDOT accepts the roundabout improvements or Applicant posts the security contemplated in Section 6.1(d) (the “Restricted Lot Release Conditions”).

(b) Applicant shall have the right, from time to time in its sole discretion, and with written notice to the Town but without the requirement of further consent or action by the Town, to designate or redesignate any of the Lots a Restricted Lot, so long as a minimum of eight (8) of the Lots remain Restricted Lots until the Restricted Lot Release Conditions are satisfied.

(c) Upon satisfaction of the Restricted Lot Release Conditions, the Town shall promptly terminate the Restrictive Covenant and Deed Restriction by recording an instrument evidencing such termination. The Town’s Community Development Director is authorized to execute and record such termination upon confirmation that the Restricted Lot Release Conditions have been satisfied.

4.4 Specify total proposed Density, including the previous ~~fifty-eight~~fifty-eight (58) SFEs of Density with up to two (2) SFEs to be used as commercial SFEs, and allocate Density to the Peak 7 & 8 Master Plan’s planning areas and/or specific sites in the Peak 7 & 8 Master Plan as follows:

- (a) Parcel 4: Up to 220 SFEs
- (b) Parcel 5: Up to two (2) SFEs; and
- (c) Parcel 6: Up to fourteen (14) SFEs.

4.5 Require separate Density Transfer Covenant(s) for the transferred Density.

4.6 Provided the Peak 7 & 8 Amendment includes a sufficiently specific request for the following, create new development locations in the Peak 7 & 8 Master Plan’s Planning Areas with Density and use assignments, without the assignment of any negative points, failure of an Absolute Policy, or the need to modify the underlying Guidelines, for the following:

- (a) Parcel 5; and
- (b) Parcel 6.

~~4.7 Recognize that Absolute Policy 39/Master Plans 9-1-19-39A. subsection L.5 has been satisfied.~~

4.7 Recognize and find that (a) the Peak 7 & 8 Master Plan was first adopted prior to October 17, 1994; (b) the Peak 7 & 8 Master Plan contains provisions which are materially inconsistent with the current Guidelines; (c) a legal and factual basis exists for the assertion the Landowners of Parcels 4, 5, and 6 have vested property rights under the existing master plan; and

(d) there are significant public benefits which will result from the approval of the amendment to the master plan without requiring compliance with the current Guidelines, and that therefore, pursuant to Absolute Policy 39/Master Plans 9-1-19-39A subsection L.5, the Peak 7 & 8 Master Plan may be amended without requiring compliance with the then current Guidelines.

4.8 Grant a waiver from Absolute Policy 39/Master Plans ~~9-1-19-39A~~9-1-19-39A subsection L.3, which requires master plans to brought into compliance with the Town's then current development policies and master plan, to allow existing provisions of the Peak 7 & 8 Master Plan to be carried forward.

~~4.9 Grant a waiver from Absolute Policy 39/Master Plans 9-1-19-39A. subsection I. regarding Density and acknowledge that no modification to the underlying Guidelines is necessary.~~

4.9 Recognize and find that the Peak 7 & 8 Master Plan is located in two (2) or more land use districts and that Absolute Policy 39/Master Plans 9-1-19-39A subsection I.2 therefore allows density to be reallocated notwithstanding Section 9-1-17-12's density transfer requirements, and acknowledge that no modification to the underlying Guidelines is necessary.

4.10 Per ~~9-1-17-3.5~~9-1-17-3.5, Duration of Point Assignments, recognize and continue to apply the Amended Peak 7 & 8 Master Plan Point Analyses from the original Permit #2000155. By way of example but not limitation, the Town shall use the point analysis from the Seventh Amendment to the Peak 7 & 8 Master Plan (PL-~~2017-0697~~2017-0697, Class A, Combined Hearing - A Modification to PERMIT #2000155) and the point assignments set forth therein.

~~4.11 Recognize that, pursuant to Ordinance No. 29, Series 2021 and Ordinance No. 28, Series 2022, proposed developments on Parcel 4 and Parcel 5, provided the same are substantially similar to those reflected in concept plans presented to and endorsed by Town Council, meet the definition of a Resort Property as defined in Ordinance No. 28, Series 2022.~~

4.11 ~~4.12~~ Extend vesting of the Peak 7 & 8 Master Plan from November 8, 2025, to November 8, 2032 as allowed by ~~9-1-17-11K~~9-1-17-11K of the Town Code.

~~4.13 Allow any modification to the Peak 7 & 8 Master Plan required to reflect the terms of this Agreement without assignment of any negative points under any Relative Policy, failure of any Absolute Policy, or need to amend the underlying Guidelines.~~

ARTICLE 5 PARCEL 1

5.1 With respect to Parcel 1, any Development Application shall comply with the following terms:

(a) The configuration of the proposed use and improvements shall be similar to the DTJ Design conceptual plan reviewed and endorsed by the Town Council on November 28, 2023, and attached hereto as Exhibit 9 (the "**Parcel 1 Concept Plan**").

(b) Stormwater facilities and practices will be designed, constructed, and/or implemented pursuant to the standards set forth in Chapter 6 of the Town’s Engineering Design and Construction Specifications.

(c) A limited amount of landscaping will be provided to the extent compatible with snow storage locations and stormwater and/or water quality improvements. Subject to staff design suggestions, additional landscaping will be installed on the northern and eastern portion of Parcel 1 as requested by the Town Council.

(d) A limited amount of Dark-Sky lighting will be provided to the extent required for pedestrian safety. ~~Additional lighting will be installed on the western portion of the site as requested by the Town Council.~~ Over-lighting the site is discouraged, and lighting shall be kept to a minimum that still allows for pedestrian safety.

(e) A parking attendant shall be provided on-site while Breckenridge Ski Resort is open to the public for lift-accessed skiing to facilitate vehicle parking on the lot from opening to 3:00 p.m., or until the lot is filled, whichever is first to occur.

5.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 5.1, the Town covenants and agrees that the Town shall:

(a) Consistent with definition of “Development” and Town Council’s discretion under Section ~~9-1-5C~~9-1-5C of the Town Code, and in recognition that no Density will be required, refrain from considering improvements depicted on the Parcel 1 Concept Plan and/or described in Section 5.1(a)-(d) (collectively, the “**Parcel 1 Improvements**”) as, “Development”; refrain from assigning any negative points under a Relative Policy or the failure of an Absolute Policy; and not apply the Town’s Off-Street Parking Regulations.

(b) Acknowledge that no modification to the underlying Guidelines is required.

(c) Acknowledge and agree that Parcel 1 has historically provided, and following the construction of the Parcel 1 Improvements, will, with the support of the required attendant, continue to provide, ~~610~~ 610 vehicle parking spaces toward the 1,560 parking spaces required under Section 1.G of the Parking Agreement. None of the Parcel 1 Improvements shall be construed as diminishing this acknowledged and agreed 610-space capacity.

(d) Include all terms concerning the contemplated Parcel 1 Improvements, as set forth in the above Section 5.1 in the amended Gondola Lot Master Plan, including without limitation recognition of the 610 qualifying spaces.

5.3 Following Final, Non-Appealable Approval of the Gondola Lot Amendment upon the terms set forth in Section 5.2, Applicant shall submit to the Town a site plan application for approval of the Parcel 1 Improvements, in substantially the form depicted on the Parcel 1 Concept Plan, with the addition of the Town Council-requested improvements. This site plan

application shall be independent of any other site plan application(s) in the Gondola Lot Master Plan boundaries and the Town’s conditional obligations set forth in Section 5.2 shall continue to apply in connection with its consideration of such site plan application. The Parcel 1 Improvements will be implemented by Applicant in stages and shall be substantially completed either upon the issuance of a final certificate of occupancy for all improvements on Parcel 4 or within six (6) years from the Effective Date, whichever is ~~later~~earlier.

ARTICLE 6 PARCEL 2

6.1 With respect to Parcel 2, any Development Application shall comply with the following terms:

(a) Applicant and the Town will make available to Parcel 2 Density sufficient to construct employee housing beyond that required by the Town Code as follows:

(i) Applicant will provide up to 7.8 SFEs of Density; and

(ii) The Town will provide up to 13.9 SFEs of Density upon or before issuance of a building permit for the employee housing contemplated for Parcel 2.

(iii) A separate Density Transfer Covenant shall be required to transfer the Town-supplied Density.

(b) Applicant shall cause to be constructed ~~forty-eight~~forty-eight (48) bedrooms of employee housing in eight (8), ~~six-plex-dorm-style~~six-plex dorm-style units with each bedroom to include its own bathroom, or in such other format as Applicant and the Town may in writing agree upon, per Absolute Policy 24/Social Community, and shall provide an executed covenant consistent with Policy 24 and the Town’s Administrative Housing Rules and Regulations as follows:

(i) Minimum Lease Term: When rental of an affordable workforce housing unit is authorized, ~~all rental contracts shall be at least three consecutive months in duration~~the master lessor shall be authorized to set the length of the lease, provided that no unit shall be used as an Accommodation Unit, as that term is defined under the Town Code. Any such tenancy approved by the Town shall be to a person meeting the definition of a Qualified Occupant under the Town Code. Unrelated roommates must all be Qualified Occupants ~~and must all be included as tenants on the lease;~~

(ii) The Town will establish a maximum rental rate for each rental unit based on factors including the market conditions, the type of development and/or the AMI targets as further specified below;

(iii) Rental units shall not be used for or be eligible for ~~Short-Term~~Short-Term Rental as defined in Title 4 of the Town Code.;

(iv) All Town and Applicant provided Density will be limited to approximately 85% of a 60% Area Median Income (“AMI”) studio unit rental rates per bedroom for dormitory style units as specified in the Summit County Housing Authority 2023 Summit County Area Median Income (AMI) Table as baseline rents. This equates to \$989.40 per bedroom per month as of the Effective Date. Rents shall include electric, gas, water, sewer, trash, and snow removal costs.

(v) Beginning from the Effective Date, initial rates will escalate at 2.0% annually until construction is completed and the improvements on Parcel 2 receive a final certificate of occupancy, at which point annual rents will escalate at 3.0% annually in perpetuity; and

(vi) ~~To the extent practicable, any~~ Any owner/master ~~lessee~~ lessor of the provided employee housing on Parcel 2 will ~~be obligated to~~ offer any seasonal vacancy to local community ~~non-profit~~ non-profit organizations for use pending availability and subject to the owner/master lessor’s reasonable discretion.

(c) To facilitate a safe Park Avenue crossing for winter recreational parking lot users, upon the issuance of a final certificate of occupancy for the improvements contemplated on Parcel 2, Applicant shall provide ~~an~~ an electric shuttle connection from the contemplated Parcel 2 parking area to the BreckConnect Gondola and/or Breckenridge Station transit center on Watson Avenue when the parking lot is open to winter recreational visitors. Subject to CDOT review and approval, no later than two years after the Town’s ~~or~~ and CDOT’s approval of the same, ~~whichever is later,~~ Applicant shall install Park Avenue/French Street pedestrian improvements, such as at-grade crosswalk striping, push buttons, signage, pedestrian refuge islands, or barriers in Park Avenue to the extent permitted by the Town, CDOT, and any other applicable regulatory entity.

(d) Subject to CDOT approval, Applicant will complete a roundabout at the intersection of North French Street and Park Avenue and prior to the issuance of a final certificate of occupancy for the employee housing contemplated in Section 6.1(b), or, if Applicant is unable to complete the roundabout prior to the issuance of such certificate of occupancy, Applicant shall post a completion bond in an amount sufficient to guarantee the roundabout’s completion. Notwithstanding any provision to the contrary in this Agreement, the Parties acknowledge and agree that Applicant’s obligation to complete the roundabout contemplated in this Section shall not be considered a public benefit and shall be eligible for an award of positive points.

(e) ~~(d)~~ Stormwater facilities and practices will be designed, constructed, and/or implemented pursuant to the standards set forth in Chapter 6 of the Town’s Engineering Design and Construction Specifications.

6.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 6.1, the Town covenants and agrees that the Town shall:

(a) Permit the Density transfers contemplated in Section 6.1(a) in excess of the existing Gondola Lot Master Plan Density and underlying Guidelines without the assignment of negative points under any Relative Policy or the failure of any Absolute Policy; arising from such transfers at the time of master plan amendment and/or site plan review, or the need to amend the underlying Guidelines to accomplish such transfers.

(b) Acknowledge and agree that the 400 winter recreational parking spaces on Parcel 2 (or other proposed and approved amount) will count towards the overall 1,560 total parking space requirement of ~~section~~Section 1.G of the Parking Agreement.

(c) In recognition of the historical and proposed vehicle parking, consistent with the Parking Agreement, grant waivers from Absolute Policy 2/Land Use District Guidelines and Relative Policy 2/Land Use District Guidelines for the parking lot use.

(d) ~~Grant a waiver from~~Not award negative points under Relative Policy 5/ Architectural Compatibility ~~to allow for the~~(Town Code Sections 9-1-19-5R.A and 9-1-19-5R.B) for use of modular construction of the building(s) and the use of non-natural materials to reduce maintenance and increase longevity of the building(s), provided that fiber cement siding is used on building elevations and windows are trimmed in natural wood as allowed by Relative Policy 5.

(e) Grant a waiver from Relative Policy 7/Site and Environmental Design and its multiple subsections, including, but not limited to: Site Design and Grading for site disturbance associated with constructing ~~the~~a parking lot and employee housing building(s) into the hillside; under Retaining Walls for the use of retaining walls and for walls that exceed four ~~feet~~(4') feet in height; and Site Buffering ~~due to Applicant's, and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the~~ effort to preserve the trees along Park Avenue and provide revegetation ~~as illustrated on the~~efforts consistent with conceptual plan prepared by DTJ Design and reviewed by the Town Council on December 12, 2023 (the "**Parcel 2 Concept Plan**" attached hereto as Exhibit 10), ~~provided that the~~ The Parcel 2 Concept Plan, or a plan substantially similar thereto, shall be incorporated into the design of Parcel 2 in order for these waivers to become effective.

(f) Grant waivers from Absolute Policy 22/Landscaping subsection B.8. requiring ~~six (6%) percent~~ six (6%) percent of the interior area of a parking lot to be landscaped and Section ~~9-3-9J~~9-3-9J of the ~~Off-Street~~Off-Street Parking Standards requiring landscaping equal to twenty-five (25) feet per parking stall based on the nature of the recreation skier parking lot use and needed snowplowing operations.

(g) Grant a waiver from ~~any negative points under~~ Relative Policy ~~22/Landscaping relating and the tree buffer adjacent to Park Avenue~~13/Snow Storage, provided that Applicant ~~shall complete tree preservation and revegetation efforts~~

~~consistent with the Parcel 2 Concept Plan, or another plan substantially similar thereto~~ accommodates snow storage at a minimum ten (10) percent of the plowable area.

(h) With considerations for public safety, grant waivers for up to two private accesses on Woods Drive, private accesses radius and geometry, private accesses spacing, road slope connections for private accesses, private accesses cross-slopes, and design to accommodate a 30' bus shuttle service to serve the winter recreational visitor parking spaces on the site. These waivers are from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (Sections 5.10.2.1 and 5.10.2.2 for up to two accesses; 5.10.7.2 and Table 5.11 for the driveway/private access radius; 5.10.8.2 for the access geometry; 5.10.8.1 for the cross-slopes; and 5.10.5 and Table 5.10 for spacing); Off-Street Parking Regulations (Section 9-3-9.A compliance with codes); and associated Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure of the Town Code.

~~(h) Grant a waiver from Relative Policy 13/Snow Storage.~~

~~(i) For the multiple accesses, turning radius, and spacing needed to provide for the residential use, vehicle parking, and contemplated shuttle services, grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (sections 5.10.2.1; 5.10.2.2; 5.10.7.2; Table 5.11; 5.10.8.2; and 5.10.5) Off Street Parking Regulations (section 9-3-9.A), and associated Absolute Policies 16/Internal, 17/External Circulation, 18/Parking, and 26/Infrastructure of the Town Code.~~

(i) ~~(j)~~ Permit a limited amount of Dark Sky compliant lighting to be provided on-site for pedestrian safety and waivers from Absolute Policy 46/Exterior Lighting, Title 9, Chapter 12 Exterior Lighting Regulations, and Title 9, Chapter 3 of the Town Code as ~~over-lighting~~over-lighting the site is discouraged. Timers, motion sensors, or other devices are encouraged to keep the lighting at a minimum for safety.

(j) ~~(k)~~ Acknowledge that the construction and maintenance of an overpass or underpass traversing Park Avenue is unnecessary based upon the proposed residential uses and limited use of the winter recreational parking lot, and provision of shuttle service and other improvements as set forth in Section 6.1(c).

(k) ~~(l)~~ To the extent Applicant is required to install barriers in or adjacent to Park Avenue as contemplated in Section 6.1(c), grant a waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments.

ARTICLE 7 PARCEL 3

7.1 With respect to Parcel 3, any Development Application shall comply with the following terms:

(a) If the Town identifies any wetland impacts beyond those identified in that certain The Gold Rush Lots Wetland Technical Report prepared by Alpine Ecological Resources dated October 26, 2023 (attached hereto as Exhibit 11, the “**Wetlands Report**”), the impacted wetland area shall be replaced at a rate of 2:1 through an in-lieu fee program assumed by Applicant substantially similar to the Colorado Western Slope In-Lieu Fee Program identified in the Wetlands Report.

(b) No certificate of occupancy for any improvements on Parcel 3 shall be issued until a certificate of occupancy is issued for the employee housing contemplated on Parcel 2, as more particularly set forth in ARTICLE 6.

7.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 7.1, the Town covenants and agrees that the Town shall:

(a) Acknowledge that the impact to the wetlands on Parcel 3 is as reflected in the Wetlands Report and the mitigation proposed therein is sufficient to grant the waivers set forth in this Section 7.2.

(b) Grant waivers from Town Code Section ~~10-2-4-3~~10-2-4-3 Setbacks of the Engineering Process and Regulations, Section 7.6.1 Setbacks of the Engineering Design Standards and Construction Specifications, and Title 10 of the Engineering Process and Regulations regarding mitigation for the limited purposed of site grading, drainage and water quality improvements.

(c) Grant ~~a waiver~~waivers from Policy 7/R Site and Environmental Design and all its subsections, ~~provided that Applicant endeavors and from Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue, to accommodate the effort~~ to preserve the trees along Park Avenue and provide revegetation ~~as shown on the~~efforts consistent with conceptual plan prepared by DTJ Design and reviewed and approved by the Town Council on November 14, 2003 (the “**Parcel 3 Concept Plan**”), or a plan substantially similar thereto.

(d) If the Town identifies any wetland impacts beyond those identified in the Report and Applicant mitigates the newly identified impacts consistent with Section 7.1(a), the Town shall grant any needed waivers from any Engineering Process and Regulations and Engineering Design Standards and Construction Specifications, and the Town Code policies related to such impacts and replacement, including but not limited to Absolute Policy 31/Water Quality.

(e) ~~Grant a waiver~~With considerations for public safety, grant waivers for multiple private accesses on Woods Drive, private accesses spacing, road slope connections for private accesses, and private accesses cross-slopes. These waivers are from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (sections Sections 5.10.2.1; and 5.10.2.2 for the multiple accesses; 5.10.5; and Table 5.10 for spacing; and 5.10.8.1), Off-Street for the cross-slopes); Off-Street Parking Regulations (~~section 9-3-9.A~~),Section 9-3-9.A

compliance with codes and 9-3-9.F for grades); and the corresponding Absolute Town Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure, ~~for multiple accesses on Woods Drive, driveway spacing, and driveway cross-slope.~~

(f) Grant a waiver from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (~~section~~Section 5.10.1), ~~Off-Street~~Off-Street Parking Regulations (~~section~~Section ~~9-3-9~~9-3-9.A), and the corresponding Absolute Development Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure, allowing more than four units to be served by a private access, provided that Applicant shall construct and maintain any such access in perpetuity.

~~(g) Grant a waiver from any negative points under Relative Policy 7/Site Design or Relative Policy 22/Landscaping relating to the tree buffer adjacent to Park Avenue at the time of master plan amendment and/or site plan review to accommodate the effort to preserve the trees along Park Avenue and provide revegetation efforts consistent with the Parcel 3 Concept Plan, provided that the Parcel 3 Concept Plan, or a plan substantially similar thereto, be implemented.~~

(g) ~~(h)~~ To the extent Applicant is required to install barriers in or adjacent to Park Avenue as contemplated in Section 6.1(c), grant a waiver from Absolute Policy 47/Fences, Gates and Gateway Entrance Monuments.

(h) ~~(i)~~ Provide for the Parcel 3's subdivision into duplex lots or footprint lots in accordance with the Town's Subdivision Standards.

ARTICLE 8 PARCEL 4

8.1 With respect to Parcel 4, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to transfer Density into the master plan and assign additional Density to Parcel 4, in excess of the Density currently allowed by the master plan and underlying Guidelines, without the assignment of negative points under any Relative Policy or failure of any Absolute Policy, or the need to modify the underlying Guidelines, as follows: up to 74.2 SFES shall be transferred to the Peak 7 & 8 Master Plan from the Gondola Lot Master Plan for Parcel 4 and ~~fifty-eight~~fifty-eight (58) SFES, including up to two (2) SFES to be used as commercial SFES, will be transferred from the Gondola Lot Master Plan to the Peak 7 & 8 Master Plan. The Town acknowledges and agrees that such ~~fifty-eight~~fifty-eight (58) SFE transfer is reflected in the now-existing versions of the Gondola Lot Master Plan and the Peak 7 & 8 Master Plan, but no Density Transfer Covenant was ever entered into or recorded.

(b) Prior to the issuance of a final certificate of occupancy for any building(s) on Parcel 4, Applicant shall make space available to the BOEC. Notwithstanding any provision to the contrary in this Agreement, the Parties acknowledge and agree that Applicant's obligation to make space available to the BOEC as contemplated in this Section shall not be considered a public benefit and shall be eligible for an award of positive points.

(c) ~~(b)~~ In addition to the parking spaces required to be provided by the Peak 7 & 8 Master Plan at the time of site plan review, Applicant shall provide, and reserve in perpetuity, up to ~~thirty-five~~thirty-five (35) parking spaces for VSRI on-site ~~administration~~ employees and six (6) oversized/ADA parking stalls for use by the BOEC ~~will be included in a proposed parking garage~~. The VSRI parking spaces may not be used by the general public or for any other use but for parking for on-site VSRI employees and the BOEC parking spaces may not be used by the general public or for any other use other than parking for BOEC activities. The provisions of this Section ~~8.1(b)~~8.1(b) shall be included in the Peak 7 & 8 Master Plan.

(d) ~~(e)~~ Building Height

(i) The maximum height of any building proposed for Parcel 4 shall not exceed the elevation of the existing east cross gable of One Ski Hill Place, as specified in the Peak 7 & 8 Master Plan and its attachments. This maximum height will serve as an "Absolute" policy under the Town Code.

(ii) Relative Policy 6 "Building Height" shall apply to the Town's review of a site plan application. Pursuant to the Peak 7 & 8 Master Plan, for the purpose for assessing or awarding points under Relative Policy 6 the heights of the buildings to be constructed on Parcel 4 shall be evaluated against the height requirements of the Town Code and the recommended heights for Land Use District 39 as they were in effect on February 26, 2013.

(iii) Pursuant to the Peak 7 & 8 Master Plan, the height of buildings at the Peak 8 base area only (including Parcel 4) are to be measured "to the proposed finished grade elevation at the exterior wall below," and not to natural grade, which generally does not exist in the area, provided that such proposed finished grades shall not include artificial appearing berming or fill. Artificial appearing berming or fill is characterized by excessive rise and steep grades in the vicinity of building foundations. (Emphasis added.) The height of the building on Parcel 4 shall be established in accordance with the Town Code and Land Use District 39 of the Guidelines, in effect on the Effective Date, provided, however, that the Town and Applicant shall establish a method for determining the finished grades above which heights shall be measured in order to account for the lack of natural grades and the anticipated filling of the lowered and generally flat grades currently existing at the Peak 8 base area.

(e) ~~(d)~~ Employee housing will be provided subject to the following terms:

(i) Applicant shall comply with Absolute Policy 24/Employee Housing and will relinquish any rights to provide such housing in connection with the development of Parcel 4 upon any different terms that may have been identified in any earlier agreement or approval.

(ii) If Parcel 7 has been annexed into the Town, Applicant shall cause all required employee housing to be provided on Parcel 7 ~~if Parcel 7 has been annexed into the Town at the time the obligation to construct such employee housing is due~~ prior to the issuance of a certificate of occupancy for Parcel 4, unless it is not feasible to construct all required units on Parcel 7, in which case Applicant shall provide the balance of any required units through any alternative means permitted under the Town Code. If Parcel 7 has not been annexed into the Town ~~at such time,~~ Applicant's obligation to provide employee housing under the Town Code shall remain unchanged, and it shall be Applicant's responsibility to provide the required employee housing through any alternative means permitted under the Town Code. In no event shall Applicant provide employee housing required for Parcel 4 through conversion of housing units in Breckenridge Terrace.

~~(f)~~ (f) Upon issuance of the final certificate of occupancy for all buildings on Parcel 4 Applicant shall deliver to the Town documentation sufficient to demonstrate that any right of access to Parcel 4 via Saw Mill Run Road has been abandoned.

8.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 8.1, the Town covenants and agrees that the Town shall:

(a) Grant a waiver from Absolute and Relative Policy 3/Density for the underground parking area square footage.

(b) Permit amendment of the Peak 7 & 8 Master Plan that reflects that maximizing the buffer distance to Parcel 4's eastern property line is more important than designing any building to step down to the east, provided that the eastern edge of a building's footprint may not be located any further to the east than that shown on the DTJ Design plans reviewed and approved by the Town Council during the November 14, 2023 work session (the "**Parcel 4 Concept Plan**").

(c) Not assign negative points under Relative Policy 7/Site and Environmental Design – Retaining Walls, in recognition that the site has been previously disturbed and that retaining walls will be used in an effort to retain slopes as called for by Policy 7.

(d) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (~~sections~~ Sections 5.10.2.1 and 5.10.2.2), ~~Off-Street~~ Off-Street Parking Regulations (~~section 9-3-9.A~~ Section 9-3-9A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, 26/Infrastructure for

two (2) accesses onto Parcel 4 – for deliveries/loading and for public/guests, and for loading area backout movements onto Ski Hill Road.

(e) Acknowledge and agree that constructing the required employee housing on Parcel 7 or otherwise off-site will reduce vehicle trips up/down Ski Hill Road meeting Absolute Policy 24/Social Community subsection F.1.a.(iv).

(f) Acknowledge and agree that outdoor heated sidewalks, pools/spas impacts, etc. will be minimized to the extent practicable but that Applicant cannot mitigate all required impacts on-site due to elevation, current technology, and roof design/size. The Town shall allow off-site mitigation of the Renewable Energy Mitigation Program (“REMP”) upon the following terms:

(i) REMP mitigation will be provided via a three-step approach: (1-) solar ~~on-site~~on-site; (2-) off-site within the Town on properties controlled by Applicant; and (3-) fee in lieu based on the current REMP policy and calculator if offset energy is not provided prior to Certificate of Occupancy for Parcel 4. Applicant consents to the Town’s review and approval of all mitigation via the applicable development review process(es). Applicant may submit, and the Town will process, an application meeting Town Code requirements for off-site solar mitigation improvements for credit to the Town for review and approval upon execution of this Development Agreement due to the construction lead time for Parcel 4 credit.

(ii) Applicant will provide a third-party analysis, in a form acceptable to the Town, of the required amount of solar offset.

(iii) The Town staff shall determine the extent of emergency egress and pedestrian circulation safety to be exempt from REMP and Absolute and Relative Policy 33/Energy Conservation during site plan review.

(g) Issue, upon application for the same, such permit(s) as may be required by the Town to allow one or more Applicant-provided temporary structures accommodating VSRI’s administration functions necessary or appropriate for the operation of the Breckenridge Ski Resort, as well as Applicant’s pre-operation functions on Parcel 4, to be placed on Parcel 4, or other location(s) suitable to the Town and VSRI ~~or~~and Applicant, and maintained in such location(s) until Applicant constructs guest services spaces for VSRI’s use and occupancy; provided, however, that all approved temporary structures shall be removed by Applicant ~~not~~no later than ~~the first to occur of: (i) the end of sixty (60) days after the issuance of any final certificate of occupancy for all structures on Parcel 4.~~ sixty (60) days after the issuance of any final certificate of occupancy for all structures on Parcel 4. The Town shall also grant such waivers including, without limitation, from Absolute Policy 36/Temporary Structures as may be necessary to effectuate the terms of this section.

(h) ~~The~~Allow the parking garage contemplated on Parcel 4 ~~may~~to be used as temporary construction parking while the on-site building(s) is under construction.

(i) Permit Condominium, Condominium/Hotel, and/or Hotel/Lodging/Inn uses, and Timeshare Interests, whether by way of whole or fractional ownership, as those capitalized terms are defined in Section 9-1-5 of the Town Code, and associated commercial, guest services facilities, and other amenities.

8.3 Following Final, Non-Appealable Approval of the Development Application(s) contemplated under Section ~~8.1~~**8.1** and prior to issuance of the final certificate of occupancy for the improvements on Parcel 4, Applicant shall enter into such agreement as the Town reasonably may require that provides for the following:

(a) At the end of the first year after issuance of the final certificate of occupancy and every year thereafter for the first five (5) years after issuance of such final certificate of occupancy, Applicant will provide a trip report to the Town. Trips will be defined as the number of trips into the garage anticipated to be constructed on Parcel 4 plus the number of trips out of that garage on a daily basis.

(b) If during any single calendar month of each of such five (5) years the number of trips exceeds an average of 1,600 trips per day, for every 100 trips in excess of 1,600, Applicant will acquire and transfer one additional electric shuttle van to the Breckenridge Mountain Master Association (“BMMA”). Until such time as the threshold described in the preceding sentence has been reached the residents and guests of the anticipated development shall have access to the transportation (van) system operated by the BMMA in the same manner as is provided to other properties located within the boundaries of the BMMA. A letter from the BMMA confirming the same shall be provided to the Town.

8.4 If the Annexation has not been approved at or before the time the obligation to provide employee housing under Absolute Policy 24/Social Community in connection with the development of Parcel 4 is due, the Town shall allow Applicant to transfer up to 15.0 SFEs for employee housing mitigation to other properties within the Town to satisfy the employee housing mitigation requirements. Nothing in this Section 8.4 shall be construed as limiting the alternative means of delivering employee housing to satisfy Absolute Policy 24/Social Community as permitted under the Town Code.

ARTICLE 9 PARCEL 5

9.1 With respect to Parcel 5, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to create a Parcel 5 Planning Area, allow single-family residential uses, and assign Density to this area without the assignment of any negative points under any Relative Policy or the failure of an Absolute Policy, or the need to modify the underlying Guidelines;

(b) Applicant shall construct and maintain a-private ~~driveway~~driveways on Parcel 5 serving the two homesites from Four O’Clock Run Road;

(c) Applicant shall include a plat note on the final plat indicating that the future homes on the lots will be limited to a total of 7,500 square feet of Density per lot;

(d) Applicant shall include a plat note on the final plat stating that a Plant Investment Fee (“PIF”) equal to 1.25 of the ~~in-Town~~in-Town PIF rate shall be assessed at the time of building permit for each single-family residence.

(e) Applicant shall cause BMMA shuttles to serve each completed home.

9.2 Upon and from Applicant’s submission of a Development Application or Applications consistent with the provisions of Section 9.1, the Town covenants and agrees that the Town shall:

(a) Allow for the transfer of Density contemplated in Section ~~8.1(a)~~8.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy and ~~recognize~~acknowledge that no modification of the underlying Guidelines is necessary.

~~(b) Recognize that, pursuant to Ordinance No. 29, Series 2021 and Ordinance No. 28, Series 2022, the two homesite proposed for Parcel 5 meet the definition of a Resort Property as defined in Ordinance No. 28, Series 2022.~~

~~(b)~~ ~~(c)~~ Grant ~~a waiver~~waivers allowing the private ~~driveway’s~~driveways’ grade/~~slope~~ to exceed, up to a maximum grade/~~slope~~ of ten (10) percent, the requirements set forth in Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (~~section~~Section 5.10.8.1), Off-Street Parking Regulations (~~section~~Sections 9-3-9.A and 9-3-9.F), and corresponding Development Code Absolute Development Code Policies 16/Internal Circulation, 17/External Circulation, 18/Parking and 26/Infrastructure.

~~(c)~~ ~~(d)~~ Grant relief from the Subdivision Standards Sections ~~9-2-4-5C~~9-2-4-5C.2 and ~~9-2-4-5C~~9-2-4-5C.7.b.4 related to the depth and widths of lots and shape of disturbance envelopes.

ARTICLE 10 PARCEL 6

10.1 With respect to Parcel 6, any Development Application shall comply with the following terms:

(a) The Peak 7 & 8 Master Plan shall be amended to create a new Parcel 6 Planning Area, allow the single-family residential uses, and assign Density to this area without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy, and no modification of the underlying Guidelines is necessary.

(b) Each proposed single-family lot on Parcel 6 shall be a minimum of .60 acres.

(c) Applicant shall include a plat note indicating that the future single-family homes will be limited to 7,500 square feet of Density.

(d) Applicant shall include a plat note stating that a PIF equal to 1.25 of the in-Town PIF rate shall be assessed at the time of building permit for each single-family residence.

(e) Applicant shall cause BMMA shuttles to serve completed homes on Parcel 6.

10.2 Upon and from Applicant's submission of a Development Application or Applications consistent with the provisions of Section 10.1, the Town covenants and agrees that the Town shall:

(a) Allow for the transfer of Density contemplated in Section ~~10.1(a)~~10.1(a) without the assignment of negative points under any Relative Policy or the failure of an Absolute Policy and ~~recognize~~acknowledge that no modification of the underlying Guidelines is necessary.

(b) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (~~section~~Section 5.6.3.2), Off-Street Parking Regulations (~~section 9-3-9~~Section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering Regulations to be met for the length of the Timber Trail Drive extension and grade during the subdivision review process, on the condition that all International Fire Code requirements are met and an emergency turn-around, fire hydrants, and the future homes are equipped with individual automatic sprinkler systems (via a plat note on the subdivision plat) will be provided, as previously allowed for the Timber Trail subdivision. The maximum grade shall be 6.5% unless a greater grade is reviewed and approved by the Town.

(c) ~~For~~Grant waivers for the private driveways' ~~grade(s)/slope(s)~~grades during the subdivision and site plan review processes, ~~grant waivers~~ from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (~~section~~Section 5.10.8.1), ~~Off-Street~~Off-Street Parking Regulations (~~section 9-3-9~~Sections 9-3-9.A and 9-3-9.F), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure that requires the Engineering regulations to be met.;

(d) Grant waivers from the Engineering Process and Regulations, Chapter 5 of the Engineering Design Standards and Construction Specifications (~~section~~Section 5.10.1), ~~Off-Street~~Off-Street Parking Regulations (~~section 9-3-9~~Section 9-3-9.A), and corresponding Development Code Absolute Policies 16/Internal Circulation, 17/External Circulation, 18/Parking, and 26/Infrastructure allowing at two private ~~access~~accesses to serve more than four (4) lots as

applicable during the subdivision and site plan review processes, provided that Applicant shall construct and maintain any such ~~access~~accesses in perpetuity.

(e) Grant waivers from the Subdivision Standards Sections ~~9-2-4-59-2-4-5.C.2.~~, ~~9-2-4-59-2-4-5.C.3.~~ and ~~9-2-4-59-2-4-5.C.7.b.4~~ related to the depth and width of lots and shape of disturbance envelopes.

~~(f) Confirm that Parcel 6 will remain in Zone 3 of Ordinance No. 28, Series 2022.~~

ARTICLE 11 PARCEL 7

11.1 Development Upon Annexation. If the Annexation is approved, Applicant or BGV Entrada shall be entitled to submit Development Applications for the development of employee housing on Parcel 7, subject to the terms of any annexation and development agreement executed by the Town and BGV Entrada with respect to Parcel 7. To provide for that development, the Town authorizes the following, subject to the execution of any required Density Transfer Covenant: The transfer of up to fifteen (15) SFEs from the Gondola Lot Master Plan to Parcel 7, which shall in addition to the existing 14.2 SFEs on Parcel 7 as allowed by Land Use District 5, result in a total of up to 29.2 SFEs on Parcel 7.

11.2 If the Annexation is not successful, Applicant is authorized, upon written notice to the Town, to transfer up to fifteen (15) SFEs from the Gondola Lot Master Plan to another property in the Town suitable to Applicant and VSRI for the purpose of providing deed restricted workforce housing. Compliance with Section ~~1.6(b)~~1.6(b) shall be determined from the date the written notice required under this Section 11.2 is delivered to the Town.

11.3 If the Annexation has not been approved within one (1) year of the Effective Date, this Agreement shall terminate and be of no further force and effect with respect to Parcel 7 alone.

11.4 If any additional employee housing square footage is built upon Parcel 7 beyond that which is required for Parcel 4 compliance with Absolute Policy 24/Social Community, such additional square footage shall not be eligible to satisfy employee housing requirements for future developments.

ARTICLE 12 VESTED PROPERTY RIGHTS

12.1 Establishment of Vested Property Rights. This Agreement shall constitute a Site Specific Development Plan. All of Applicants' and Landowners' rights, and the Town's obligations, under this Agreement shall be Vested Property Rights. Applicant and Landowners shall have a Vested Property Right to undertake and complete development and use of the Properties as provided in this Agreement, and the Vested Property Rights will be effective against any other governmental entities and their respective governing bodies that subsequently obtain or assert jurisdiction over the Properties or any portion thereof. The rights and obligations under this Agreement shall vest in Applicant and Landowners, which terms, by their definitions,

include successors, and assigns. The Vested Property Rights described in this Agreement shall constitute benefits and burdens to the land and shall run with title to the land.

12.2 Rights Which are Vested. By way of illustration, the Vested Property Rights include, but are not limited to, the following:

(a) Processing of Applications. The right to submit and for the Town to process Development Applications in accordance with the procedures and upon such terms set forth in this Agreement, or to the extent not addressed herein, the procedures set forth in the Town Code (as the same was in effect on the Effective Date). In the event that any amendment to the Town Code approved after the Effective Date creates generally applicable submittal requirements, procedural requirements, or approval criteria which conflict with or are in addition to the terms and conditions of this Agreement, Applicant may choose whether the Town Code or the terms of this Agreement will apply to the Development Application.-

(b) Use and Development Standards. The right to be protected against the Town or any citizen initiating any action to apply any less-favorable use and development standards to any Property or the Project, including, but not limited to, any reduction in the maximum allowed Density, the development intensity allowed under that Density, or total area of the Project. In the event that any amendment to the Town Code approved after the Effective Date creates generally applicable use or development standards that conflict with or are in addition to the terms and conditions of this Agreement, Applicant, and ~~5~~VSRI, in the event the affected Property is owned by VSRI, may choose whether the Town Code or the terms of this Agreement will apply to the affected Property or Properties, or the Project.

(c) Uniformity of Requirements. The right to continue and complete development of the Properties with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the Town on other properties within the Town's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which case the terms and conditions of this Agreement shall control except as otherwise set forth herein.

12.3 Term. In recognition of the complexity of the development contemplated by this Agreement, the time required to complete development, and the possible impact of economic cycles and varying market conditions during the course of development, the Town has concluded and hereby agrees that the Vested Property Rights, including those identified in Section 12.1 of this Agreement, shall continue and have a duration until **SEVEN (7) YEARS** from the Effective Date (the "**Term**"). The rights and obligations set forth in this Agreement shall survive the termination of the Term, the effect of which shall be limited to eliminating the protections set forth in the Vested Property Rights Act.

12.4 Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of Town regulations of general applicability including, but not limited to, the application of local improvement districts,

building, fire, plumbing, engineering, electrical and mechanical codes, or the application of regional, state or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the date hereof, except as otherwise provided herein, as against the Properties and the Project. Landowners do not waive their rights to oppose adoption of any such regulations.

ARTICLE 13 DEFAULT AND REMEDIES

13.1 Default by the Town. A “breach” or “default” by the Town Council or the Town under this Agreement will be defined as the Town Council’s or the Town’s failure to fulfill or perform any express material obligation of the Town Council or the Town stated in this Agreement. Consistent with Sections 105(1)(a) and (b) of the Vested Property Rights Act, the Parties acknowledge and expressly intend that the Vested Property Rights preclude any zoning or land use action by a local government or pursuant to any initiated measure which would materially alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development of the Project or the use of the Properties as set forth in this Agreement, except that such rights may be divested only (a) with the consent of the owner of the affected portion of the Properties; or (b) upon the discovery of natural or manmade hazards on, or in the immediate vicinity of, the Properties, which hazards could not have been reasonably discovered at the time of approval of this Agreement, and which hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare. Such natural or manmade hazards may include, but are not limited to, acts of God or other *force majeure*, or failure(s) of Town utilities necessary to serve the Properties or Project. Accordingly, subject to the exceptions listed in clauses (a) and (b) above, any of the foregoing zoning or land use actions by the Town Council or the Town would impermissibly divest Applicant and/or Landowners of the benefits of the Vested Property Rights, would constitute a breach or default under the Vested Property Rights Act and would entitle Landowners to the specific and limited remedies set forth herein.

(a) No Responsibility or Remedy. The Town shall not be responsible for and Applicant and Landowners shall have no remedy against the Town if development of the Property is prevented or delayed for reasons beyond the control of the Town.

(b) No Personal Responsibility. No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

~~**13.2** Obligation to Provide Notice and Opportunity to Cure. If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such 60 day period that it is actively and diligently pursuing a cure, the Party alleged to be in default will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and~~

~~diligently pursuing the cure. Notwithstanding the foregoing cure period, the Party asserting that the Town Council and/or the Town is in default will have the right to include a claim for breach of this Agreement and/or of the Vested Property Rights Act in any claim brought under C.R.C.P. 106(a)(4) if the Party reasonably believes that failure to include such claim could jeopardize the Party's ability to exercise its remedies under this Agreement or under the Vested Property Rights Act at a later date. Any claim for breach of this Agreement or the Vested Property Rights Act that is brought before the expiration of the applicable cure period will not be prosecuted by the Party asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party if the default is cured in accordance with this Section 13.2.~~

13.2 ~~13.3~~ Remedies.

(a) Generally. Except to the extent this Agreement expressly states otherwise, the Party asserting the default will have the right to pursue and be entitled to enforce specific performance of the defaulting Party's obligations under this Agreement, which will be the sole remedy under this Agreement; provided, however, if there is a final judicial determination that a Party is in default under this Agreement but the court determines specific performance is not available or will not be granted as a remedy for such default: (i) Applicant or Landowners will be entitled to the contingent remedy described in Section ~~13.3(e)~~13.2(c); and (ii) if Applicant or Landowners are determined in a final judicial judgment to have failed to abide by the terms of this Agreement, the Town Council and the Town will be entitled such remedies as may be available at law or in equity, subject to the limitations set forth in Section ~~(b)~~13.2(b), and, additionally, to enforce the forfeiture of the Vested Property Rights.

(b) Vested Property Rights; Mutual Waivers. Although the Vested Property Rights Act provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the Vested Property Rights, the Town desires not to be subject to liability for monetary damages pursuant to the Vested Property Rights Act as a remedy for breach or default with respect to the Vested Property Rights. Accordingly, Applicants and Landowners hereby knowingly, intentionally, voluntarily and irrevocably waive, for themselves and for their successors and assigns, any remedial right they may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to be paid money damages as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights; and the Town Council hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town Council or the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Act to pay money damages to Landowners and/or their successor(s) and assign(s) as just compensation upon a deprivation, impairment, violation or other divestment of the Vested Property Rights. The Parties have executed and entered into the foregoing mutual waivers with the express intent that such waivers will be mutually binding and enforceable as to each of them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them as a result of such mutual waivers and otherwise accruing to each of them pursuant to this Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town Council and

the Town are precluded from divesting, depriving, impairing or violating the Vested Property Rights under any circumstances other than those stated in Section 13.1.

(c) Contingent Remedy. Only if, notwithstanding the foregoing mutual waivers and the Parties' express intent as to the enforceability and remedial effect of such waivers, it is judicially determined that the terms and conditions (either in whole or in part) set forth in this ARTICLE 13 will not be enforced against the Town Council and the Town as written, Applicant and/or Landowners will be entitled to pursue and be awarded just compensation pursuant to Section 105(1)(c) of the Vested Property Rights Act to the extent the Town Council or the Town takes any action which has the effect of divesting, depriving, impairing or violating the Vested Property Rights and such action constitutes a compensable action under the Vested Property Rights Act.

ARTICLE 14 RESPONSIBILITIES OF THE TOWN

14.1 Processing of Applications. The Town shall process all applications received in connection with the development of the Project, in accordance with the Town Code and any other applicable laws, ordinances, and regulations.

14.2 Infrastructure Permit. The Town shall, upon Applicant's request at any point following the approval of any Development Application contemplated in this Agreement, issue to Applicant at least one infrastructure permit for the Property subject to the Development Application approval that will allow for infrastructure and site work related to the approved Development Application, including deep utilities, grading, construction of storm water management systems, and mass excavation, to commence prior to issuance of a building permit, subject to approval by the Town Engineering Department. Each property with an approved Development Permit, as that term is defined in Section ~~9-1-5~~9-1-5 of the Town Code, may be issued an infrastructure permit.

14.3 Building Permits. The Town shall issue all necessary building permits for the Project, in accordance with the Town Code and any other applicable laws, ordinances, and regulations.

14.4 Consent. The Town will not unreasonably withhold its consent or approval when such consent or approval is required hereunder.

ARTICLE 15 MANDATORY PROVISIONS

Pursuant to Section ~~9-9-12~~9-9-12 of the Town Code, the following mandatory provisions shall apply:

~~**15.1** Except for a development agreement to extend vested property rights pursuant to section 9-1-17-11 of the Town Code and, except as provided in Section 24-68-105, Colorado Revised Statutes, the execution of the development agreement shall not preclude the current or future application of Municipal, State or Federal ordinances, laws, rules or regulations to the real~~

~~property which is the subject of the development agreement (collectively, “Laws”), including, but not limited to, Building, Fire, Plumbing, Engineering, Electrical and Mechanical Codes, and the town's Development Code, subdivision ordinance and other land use laws, as the same may be in effect from time to time throughout the term of the development agreement. Any development of the real property which is the subject of the development agreement shall be done in compliance with the then current laws of the town. The Parties acknowledge and agree that this Agreement is a development agreement to extend vested property rights pursuant to Section 9-1-17-11 of the Town Code and Section 24-68-105 of the Colorado Revised Statutes and that the exception set forth in Section 9-9-12A therefore applies.~~

15.1 ~~15.2~~ ~~As set forth in Section 16.14, nothing~~Nothing in the agreement shall preclude or otherwise limit the lawful authority of the ~~town~~Town to adopt or amend any Town law, including, but not limited to, the ~~town's~~Town's: 1) Development Code, 2) land use guidelines, 3) master plan, and 4) subdivision ordinance. ~~The Parties acknowledge and agree that the remedies set forth in Section 13.3 do not contravene this Section 15.2.~~

~~15.3 This Agreement shall run with the title to the land and be binding upon the owners, heirs, successors and assigns, as set forth in Section 16.11.~~

~~15.4 As set forth in Section 13. 2, prior to any action against the Town for breach of this Agreement, the applicant shall give the town a sixty (60) day written notice of any claim by the applicant of a breach or default by the town, and the town shall have the opportunity to cure such alleged default within such time period.~~

15.2 Successors and Assigns; Binding Effect; Recording.

(a) Recording. Within five (5) business days of the Effective Date, the Parties shall deliver original copies of their signature pages and the signature pages of any lienholder or lender on their respective Property to the Town. This Agreement shall be recorded in the Records as against every Property and Parcel 7.

(b) Successors and Assigns of Applicant. Applicant may, in its sole discretion, assign its rights and obligations under this Agreement in whole and in part. Upon any such assignment and delivery of written notice to the Town along with a copy of the instrument of assignment, Applicant shall be released from its obligations and responsibilities hereunder to the extent so assigned and the Town shall recognize the rights and obligations of such assignee as so assigned.

(c) Successors and Assigns of Landowner. This Agreement shall be binding upon and inure to the benefit of Landowners and their respective successors and assigns. For avoidance of doubt, the Agreement shall run with the title to the land and benefit and burden the Properties. Any Party bound by obligations of Landowner in this Agreement shall be released from its obligations and responsibilities hereunder upon the valid conveyance of its interest herein to its successor pursuant to the terms and conditions of such conveyance, if any.

15.3 ~~15.3~~ If a Party defaults in the performance of its obligations under this Agreement, the Party(ies) asserting the default will deliver notice of the asserted default to the Party alleged to be in default, with copies to any other non-defaulting Parties. The Party alleged to be in default will have sixty (60) days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such period and the Party alleged to be in default gives written notice to the Party(ies) who asserted the default within such 60-day period that it is actively and diligently pursuing a cure, the Party alleged to be in default will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the Party alleged to be in default is at all times within the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing cure period, the Party asserting that the Town Council and/or the Town is in default will have the right to include a claim for breach of this Agreement and/or of the Vested Property Rights Act in any claim brought under C.R.C.P. 106(a)(4) if the Party reasonably believes that failure to include such claim could jeopardize the Party's ability to exercise its remedies under this Agreement or under the Vested Property Rights Act at a later date. Any claim for breach of this Agreement or the Vested Property Rights Act that is brought before the expiration of the applicable cure period will not be prosecuted by the Party asserting such claim until expiration of the applicable cure period, and will be dismissed by the Party if the default is cured in accordance with this Section 15.3.

15.4 ~~15.5~~ The Town shall not be responsible for and Applicant shall have no remedy against the Town if development of the real property which is the subject of this Agreement is prevented or delayed for reasons beyond the control of the Town.

15.5 ~~15.6~~ Actual development of the real property which is the subject of this Agreement shall require the issuance of such other and further permits and approvals by the Town as may be required from time to time by applicable Town ordinances.

15.6 ~~15.7~~ No official or employee of the Town shall be personally responsible for any actual or alleged breach of this Agreement by the Town.

15.7 ~~15.8~~ Applicant shall agree to indemnify and hold the Town, its officers, employees, insurers, and self-insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence or intentional act or omission of Applicant, any subcontractor of Applicant, or any officer, employee, representative, or agent of Applicant or of any subcontractor of Applicant, or which arise out of any workers' compensation claim of any employee of Applicant, or of any employee of any subcontractor of Applicant; except to the extent such liability, claim or demand arises through the negligence or intentional act or omission of the Town, its officers, employees, or agents. Applicant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of Applicant. Applicant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

15.8 ~~15.9 As set forth in Section 16.6, if~~ any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of the remaining provisions of the agreement.

15.9 ~~15.10~~ In connection with an application for a development permit to develop the real property that is the subject of this Agreement the application shall not receive an award of positive points under the ~~Development~~Town Code for any commitment offered to the Town by ~~the applicant~~Applicant pursuant to Section ~~9-9-49-9-4~~, or any other obligation or requirement of ~~the applicant~~Applicant under ~~the development agreement~~this Agreement.

ARTICLE 16 MISCELLANEOUS

16.1 Amendments. This Agreement may be amended or terminated only with the prior written consent and approval of the Town, Applicant, and the Landowner of the Property(ies) or portion of the Property(ies) to which the amendment applies, following public notice and public hearings as required for Development Agreements.

16.2 Notices. In order to be deemed delivered and effective, any notice required or permitted pursuant to this Agreement must be in writing, and must be given either personally or by registered or certified mail, return receipt requested, in either case to the applicable Party(ies) at their addresses set forth below:

If to the Town:

Town of Breckenridge
Shannon Haynes, Town Manager
150 Ski Hill Road, P.O. Box 168
Breckenridge, CO 80424
shannonh@townofbreckenridge.com

With a required copy to:

Kirsten J. Crawford
Town Attorney, Town of Breckenridge
150 Ski Hill Road, P.O. Box 168
Breckenridge, CO 80424
kirstenc@townofbreckenridge.com

If to BGV Gondola Properties:

Gondola Properties LLC
c/o Breckenridge Grand Vacations
100 South Main Street, P.O. Box 6879
Breckenridge, Colorado 80424
Attention: ~~BGV CONTACT~~ Graham Frank, Chief Development Officer

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew L.W. Peters
apeters@ottenjohnson.com

If to BGV Entrada:

BGV Partners Entrada, LLC
c/o Breckenridge Grand Vacations
100 South Main Street, P.O. Box 6879
Breckenridge, Colorado 80424
Attention: Graham Frank, Chief Development Officer

With a required copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew L.W. Peters
~~apeters@ottenjohnson.com~~
apeters@ottenjohnson.com

If to VSRI:

~~INFORMATION~~

Vail Resorts, Inc.
390 Interlocken Crescent #100
Broomfield, CO 80021
Attention: Legal Department
legalnotices@vailresorts.com

If to LC Breckenridge:

~~INFORMATION~~

LC Breckenridge
c/o Leste
1450 Brickell Avenue, Suite 2600
Miami, Florida 33131
Attention: Jordan Suppan
Jordan.Suppan@leste.com

With required copy to:

Carlton Fields
2 Miami Central
700 NW 1st Avenue, Suite 1200
Miami, Florida 33136-4118
Attention: Matthew H Jacobson
MJacobson@carltonfields.com

Notices will be deemed delivered and effective as follows: (i) if given personally, when delivered to the Party to whom it is addressed; or (ii) if given by registered or certified mail, on the first to occur of (A) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (B) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Any Party may at any time, by giving notice as provided in this Section, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given.

16.3 Entire Agreement. This Agreement constitutes the entire and final understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof, which shall be of no further force and effect. For the avoidance of doubt, the Parking Agreement is not an agreement or understanding subject to this Section ~~15.3~~16.3 and remains in full force and effect.

16.4 No Implied Representations. No representations, warranties, or certifications, express or implied, shall exist as between the Parties except as stated herein.

16.5 Waivers and Modifications in Writing. No waivers or modifications hereof shall be made or deemed to have been made unless in writing executed by the Party to be bound thereby.

~~**16.6** Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of the remaining provisions of the Agreement.~~

16.6 ~~**16.7**~~ Conflict with Other Provisions of the Town Code. In the event any provision of this Agreement or the application thereof conflicts with any provision of the Town Code, this Agreement shall control the determination of the rights and obligations of the Parties with

respect to such conflicting matter. When adopted by the Town pursuant to ordinance, this Agreement shall be deemed to be an amendment of any such conflicting provision of the Town Code with respect to the subject matter thereof.

~~16.7~~ ~~16.8~~ Adoption of Agreement Deemed to be a Legislative and Administrative Act; Referendum. As set forth in and expressly authorized by Section 104(2) of the Vested Property Rights Act, this Agreement and the Vested Property Rights conferred hereby are adopted as a legislative act pursuant to such authority conferred upon the Town Council by the Vested Property Rights Act. If and to the extent the Vested Property Rights Act subjects the Town Council's establishment of the Vested Property Rights pursuant to this Agreement to referendum, and any referendum succeeds in overturning the Town Council's establishment of the Vested Property Rights pursuant to this Agreement, such result will not be construed as overturning, negating or otherwise affecting the Council's approval of this Agreement.

~~16.8~~ ~~16.9~~ Covenant of General Cooperation. The Parties covenant and agree to cooperate in good faith with one another in the performance of their respective rights and obligations hereunder in order that each may reasonably realize their respective benefits hereunder. The Parties further agree to cooperate in good faith with one another in the event of any third-party legal action, initiative, or referendum challenging the approval(s) of any Development Application contemplated in this Agreement.

~~16.9~~ ~~16.10~~ No Third-Party Beneficiaries. Except as otherwise provided herein, none of the terms, conditions, or covenants contained in this Agreement shall be deemed to be for the benefit of any person not a Party hereto, and no such person shall be entitled to rely hereon in any manner.

~~16.11~~ Successors and Assigns; Binding Effect; Recording.

~~(a) Recording. Within five (5) business days of the Effective Date, the Parties shall deliver original copies of their signature pages and the signature pages of any lienholder or lender on their respective Property to the Town. This Agreement shall be recorded in the Records as against every Property and Parcel 7.~~

~~(b) Successors and Assigns of Applicant. Applicant may, in its sole discretion, assign its rights and obligations under this Agreement in whole and in part. Upon any such assignment and delivery of written notice to the Town along with a copy of the instrument of assignment, Applicant shall be released from its obligations and responsibilities hereunder to the extent so assigned and the Town shall recognize the rights and obligations of such assignee as so assigned.~~

~~(c) Successors and Assigns of Landowner. This Agreement shall be binding upon and inure to the benefit of Landowners and their respective successors and assigns. For avoidance of doubt, the Agreement shall run with the title to the land and benefit and burden the Properties. Any Party bound by obligations of Landowner in this Agreement shall be released from its obligations and responsibilities hereunder upon the valid~~

~~conveyance of its interest herein to its successor pursuant to the terms and conditions of such conveyance, if any.~~

16.10 ~~16.12~~ Counterparts; Electronic Delivery. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Executed copies hereof may be delivered by telecopier or e-mail (pdf) and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

16.11 ~~16.13~~ Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

~~16.14 Town Law. Nothing in the agreement shall preclude or otherwise limit the lawful authority of the Town to adopt or amend any Town law, including, but not limited to, the Town's: 1) Development Code, 2) Guidelines, 3) master plan, and 4) Subdivision Standards.~~

16.12 ~~16.15~~ Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.

16.13 ~~16.16~~ Venue and Choice of Law; Waiver of Right to Jury Trial; Construction. Venue will be in the district court for the State of Colorado, Summit County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, each Party hereby waives any and all right to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. In the event of ambiguity in this Agreement, any rule of construction which favors a Party's interpretation as a non-drafting party will not apply, and the ambiguous provision will be interpreted as though no specific party was the drafter.

[SIGNATURE PAGES TO FOLLOW]

GONDOLA PROPERTIES, LLC,
a Colorado limited liability company

By: Michael A. Dudick, Member

STATE OF _____)
) ss:
COUNTY OF _____ =)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Michael A. Dudick as Member of GONDOLA PROPERTIES, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

VAIL SUMMIT RESORTS, INC.
a Colorado corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____ = _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of the VAIL SUMMIT RESORTS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

LC BRECKENRIDGE HOLDCO, LLC
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____ = _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of the LC BRECKENRIDGE HOLDCO, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit 1
[Parcel 1 Legal Description]

LOT 4, GONDOLA LOTS, FILING NO. 2 - AMENDED, ACCORDING TO THE PLAT
THEREOF RECORDED OCTOBER 25, 2023 UNDER RECEPTION NO. 1319752, COUNTY
OF SUMMIT, STATE OF COLORADO.

Exhibit 2
[Parcel 2 Legal Description]

LOT 1B, BLOCK 4, A RESUBDIVISION OF LOT 1, BLOCK 4, PARKWAY CENTER
SUBDIVISION FILING NO. 1 AMENDED & TRACT Q, SHOCK HILL SUBDIVISION,
ACCORDING TO THE PLAT FILED NOVEMBER 30, 2005 UNDER RECEPTION NO.
807735 COUNTY OF SUMMIT, STATE OF COLORADO.

Exhibit 3
[Parcel 3 Legal Description]

LOT 1 AND LOT 3, GONDOLA LOTS, FILING NO. 1 - AMENDED, ACCORDING TO THE
PLAT THEREOF RECORDED OCTOBER 25, 2023 UNDER RECEPTION NO. 1319751,
COUNTY OF SUMMIT, STATE OF COLORADO.

Exhibit 4
[Parcel 4 Legal Description]

Exhibit 5

LOT 4, FOURTH RESUBDIVISION THE REMAINDER OF TRACT C, PEAK 8
SUBDIVISION FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED
DECEMBER 20, 2018 UNDER RECEPTION NO. 1187721,COUNTY OF SUMMIT, STATE
OF COLORADO.

Exhibit 5
[Parcel 5 Legal Description]

Exhibit 6

A PARCEL OF LAND LOCATED IN A PORTION OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION FILING No. 1 IN SECTION 1, T7S, R78W AND SECTION 36, T6S, R78W OF THE 6th P.M., SUMMIT COUNTY, COLORADO.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, PEAK 8 SUBDIVISION FILING No. 1, RECORDED IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER UNDER RECEPTION No. 1187721, THENCE ALONG THE EAST LINE OF SAID REMAINDER OF TRACT C S05°36'59"W, 348.85 FEET, THENCE ALONG THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S81°32'31"W, 37.65 FEET S81°32'31"W, 37.65 FEET

2. N22°54'12"W, 407.45 FEET N22°54'12"W, 407.45 FEET

3. S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING. S84°23'01"E, 231.06 FEET BACK TO THE POINT OF BEGINNING.

Exhibit 6
[Parcel 6 Legal Description]

A PARCEL OF LAND LOCATED IN A PORTION OF THE REMAINDER OF TRACT C, PEAK 8 SUBDIVISION FILING No. 1, A PORTION OF THE ADA PLACER (MS 13744) AND A PORTION OF THE TYRA PLACER (MS 13343), IN SECTION 1, T7S, R78W AND SECTION 36, T6S, R78W OF THE 6th P.M., SUMMIT COUNTY, COLORADO.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT C, PEAK 8 SUBDIVISION FILING No. 1, RECORDED IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER UNDER RECEPTION No. 1187721, THENCE ALONG THE SOUTH LINE OF TIMBER TRAIL SUB. RECORDED UNDER REC. No. 730224 AND FILED IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N63°32'19"E, 141.01 FEET N63°32'19"E, 141.01 FEET

2. N67°05'19"E, 148.45 FEET N67°05'19"E, 148.45 FEET

3. N56°47'38"E, 25.66 FEET, N56°47'38"E, 25.66 FEET,

THENCE DEPARTING SAID SOUTH LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. S20°08'31"E, 66.15 FEET S20°08'31"E, 66.15 FEET

2. 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, 185.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 53°13'18" AND A CHORD WHICH BEARS S06°28'08"W, 179.17 FEET.

3. S33°04'47"W, 45.55 FEET S33°04'47"W, 45.55 FEET

4. S16°15'16"E, 343.70 FEET S16°15'16"E, 343.70 FEET

5. S04°00'43"E, 86.48 FEET S04°00'43"E, 86.48 FEET

6. S36°33'26"E, 132.68 FEET S36°33'26"E, 132.68 FEET

7. S78°51'48"W, 172.09 FEET S78°51'48"W, 172.09 FEET

8. N78°33'09"W, 673.06 FEET N78°33'09"W, 673.06 FEET

9. N12°32'17"W, 219.71 FEET N12°32'17"W, 219.71 FEET

10. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID TRACT C. N39°22'25"E, 750.61 FEET TO A POINT ON THE EAST LINE OF SAID TRACT C.

THENCE ALONG SAID EAST LINE S26°38'02"E, 255.76 FEET BACK TO THE POINT OF BEGINNING.

Exhibit 7
[Parcel 7 Legal Description]

Exhibit 8

TRACT A2, A REPLAT OF LOTS A1, B1 AND C, ENTRADA AT BRECKENRIDGE,
ACCORDING TO THE PLAT FILED JULY 24, 2017 UNDER RECEPTION NO. 1146781,
COUNTY OF SUMMIT, STATE OF COLORADO.

Exhibit 8
[Form Density Transfer Covenant]

DENSITY TRANSFER AGREEMENT AND COVENANT

This Density Transfer Agreement And Covenant (“**Agreement**”) is made and entered into at Breckenridge, Colorado this ___ day of _____, 2024, by and between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”), and (“**XXXX**”).

RECITALS

A. WHEREAS, _____ is the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on **Exhibit “A”**, which real property is hereafter referred to in this Agreement as the “**Sending Parcel**”.

B. WHEREAS, _____ is the owner of real property located in the Town of Breckenridge, Summit County, Colorado more particularly described on **Exhibit “B”**, which real property is hereafter referred to in this Agreement as the “**Receiving Site**”.

C. WHEREAS, pursuant to the Development Agreement between the Town and _____ dated _____ and recorded _____ at Reception No. _____ of the real property records of the Clerk and Recorder of Summit County, Colorado (“**Development Agreement**”) _____ is authorized, without further approval from the Town, to transfer density from the Sending Parcel to the Receiving Site; and

D. WHEREAS, this Agreement is executed and recorded in the real property records of the Clerk and Recorder of Summit County, Colorado to effectuate and memorialize the density transfer described in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Town and _____ hereby agree that XXXX (XX) SFEs of the density heretofore allocated to the Sending Parcel shall be and hereby are transferred to the Receiving Site. As used in this Agreement, “**SFE**” means a single-family equivalent of density as defined from time to time in the Town’s land use regulations.

2. _____ acknowledges and agrees that following the transfer of the XXX (XX) SFEs of density to the Receiving Site as described in Section 1, above, there shall remain XXX (XX) SFEs of density upon the Sending Parcel.

3. Town and _____ further acknowledge and agree that following the transfer of XXX (XX) SFEs of density to the Receiving Site as described in Section 1, above, the Receiving Site shall then have a total of XXX (XX) SFEs of residential and commercial density, which density may only be used in connection with a development approved by Town pursuant to the Town’s applicable land use ordinances, policies, and codes. Nothing in this Agreement shall constitute a site specific development plan for the development of the Sending Parcel or the Receiving Site, nor shall this Agreement give rise to the creation of any vested rights with

respect to the development of the Sending Parcel or the Receiving Site (without limiting ARTICLE 12 of the Development Agreement).

4. The agreements and covenants contained in this Agreement shall: (i) run with the land; (ii) burden the Sending Parcel and benefit the Receiving Site; and (iii) be binding upon the Town and XXXX and their successors and assigns, and all persons who hereafter acquire any interest in either the Sending Parcel or the Receiving Site.

5. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Summit County, Colorado, to place prospective purchasers and other interested parties on notice as to the terms, conditions, and limitations contained herein.

6. This Agreement and the exhibits hereto represent the entire understanding between the parties with respect to the subject matter of this Agreement.

7. This Agreement may be executed in several counterparts and/or signature pages and all counterparts and signature pages so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart or signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Density Transfer Agreement And Covenant effective as of date above.

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

Exhibit “A” [to Ex. 8 Form Density Transfer Covenant]

Legal Description of the Sending Parcel

Exhibit “B” [to Ex. 8 Form Density Transfer Covenant]

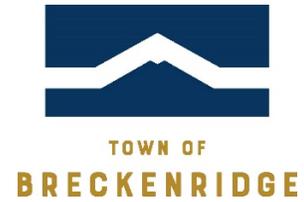
Legal Description of the Receiving Site

Exhibit 9
[Parcel 1 Concept Plan]

Exhibit 10
[Parcel 2 Concept Plan]

Exhibit 11
[Wetlands Report]

Summary report:	
Litera Compare for Word 11.4.0.74 Document comparison done on 3/6/2024 9:22:39 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: dm://DENVER01/2977527/19	
Modified DMS: dm://DENVER01/2977527/36	
Changes:	
<u>Add</u>	513
Delete	303
Move From	16
<u>Move To</u>	16
<u>Table Insert</u>	1
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	849



Memo

To: Breckenridge Town Council
From: Mark Truckey, Community Development Director
Date: February 28, 2024 for March 12 Council Meeting
Subject: Re-Adoption of the Town's Three Mile Annexation Plan

Attached is a resolution adopting the Town's Comprehensive Plan, along with the Town's Land Use Guidelines, as the Town's annexation plan. The Colorado Revised Statutes related to annexations require that all annexations be planned in a manner consistent with an annexation plan for the three-mile area surrounding the Town. The Town's Comprehensive Plan and Land Use Guidelines serve as the Town's annexation plan and must be current within one year of any annexation.

This is largely a housekeeping matter, as no changes to the Comprehensive Plan or Land Use Guidelines are proposed with this action.

RESOLUTION NO. _____

SERIES 2024

A RESOLUTION ADOPTING THE TOWN OF BRECKENRIDGE COMPREHENSIVE PLAN AND LAND USE GUIDELINES AS THE TOWN'S ANNEXATION PLAN PURSUANT TO SECTION 31-12-105(1)(e), C.R.S.

WHEREAS, Section 31-12-105(1)(e), C.R.S., requires that prior to completion of any annexation a municipality shall have in place a plan for the area proposed to be annexed describing certain matters described in such statute; and

WHEREAS, Section 31-12-105(1)(e), C.R.S., further requires that the annexation plan be updated at least once annually; and

WHEREAS, the Town Council finds and determines that the Town of Breckenridge Comprehensive Plan and the Town's Land Use Guidelines together satisfy the requirements of an annexation plan under Section 31-12-105(1)(e), C.R.S., and should serve as the Town's annexation plan required by such statute; and

WHEREAS, in *Town of Erie v. Town of Frederick*, 251 P.3d 500 (Colo. App. 2010) the Colorado Court of Appeals held that a municipality's comprehensive plan can serve as the municipality's annexation plan required by under Section 31-12-105(1)(e), C.R.S., so long as the comprehensive plan (and related documents) contain all of the information required of an annexation plan; and

WHEREAS, the Town Council finds and determines that the Town of Breckenridge Comprehensive Plan and the Town's Land Use Guidelines together contain all of the information required of an annexation plan.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO.

Section 1. The Town of Breckenridge Comprehensive Plan, with the accompanying maps, plats, charts, and descriptive matter, as amended, together with the Town of Breckenridge Land Use Guidelines, are adopted as the Town's Annexation Plan pursuant to Section 31-12-105(1)(e), C.R.S.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED THIS 12TH DAY OF MARCH, 2024.

TOWN OF BRECKENRIDGE

By: _____/s/_____
Kelly Owens, Mayor Pro Tem

ATTEST:

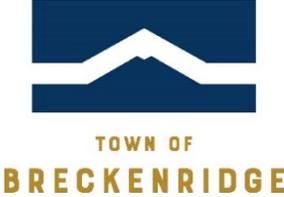
_____/s/_____
Helen Cospolich
Town Clerk

APPROVED IN FORM

_____/s/_____
Town Attorney date

Memo

To: Breckenridge Town Council Members
 From: Town Staff
 Date: 3/6/2024 (for the 03/12/24 work session)
 Subject: Public Projects Update



Blue River Pathways

The draft Blue River Pathways Master Plan update is included as a separate agenda item for the work session. Current capital projects underway for the Blue River Pathways project are shown in the table below. Capital projects including the Living Lab Rec Path extension, pedestrian path, and circulation changes in the Gold Pan and Ice House Alleys were completed in spring 2022 & 2023.

	Project Funding		
	2023 CIP	MMOF Grant	2024 CIP
Underpass Feasibility and Design	\$ 675,000	\$ 675,000	
Blue River Flow Analysis			\$ 250,000
Schoonover De-construction			\$ 350,000
Living Lab Bike Plaza			\$ 250,000
Food & Beverage Delivery Pilot			\$ 2,000,000*
TOTAL	\$ 675,000	\$ 675,000	\$ 2,850,000

*includes estimated 2024 Supplemental Appropriation

Asphalt and Concrete Repair

The annual asphalt and concrete repair project is out to bid. The proposed locations for asphalt repair include: Silver Circle, Valley Brook Street, Watson Avenue, Royal Tiger Road, Reiling Road, West Adams Avenue, Upper Boreas Pass Road, Highlands Drive, and Snowflake Drive. Locations will be adjusted for budget and coordination with other capital projects such as Fiber9600.

Project Funding	
2024 CIP	\$3,000,000
TOTAL	\$3,000,000

McCain Access Road Construction

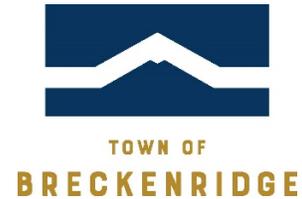
The McCain Access Road project is out to bid and construction is anticipated throughout the summer of 2024. Staff will update the Council on the project budget once bids are received from contractors on March 20th.

Project Funding	
2024 CIP	\$9,400,000
TOTAL	\$9,400,000

Public Works Fuel System Replacement

The aging fuel system located at Public Works is planned for replacement beginning in May 2024. The two existing underground storage tanks will be removed and replaced with a single above ground split-tank for both diesel and unleaded fuel. There will also be new dispensers and related software upgrades to the system. The current fueling island will need to be taken out of service during the construction from May-July 2024 and we will implement a temporary fueling station for diesel equipment and vehicles at Public Works but may need off-site fueling for unleaded fleet vehicles.

Project Funding	
2023 CIP	\$750,000
TOTAL	\$750,000



Memo

To: Breckenridge Town Council Members
From: Mobility Staff
Date: 3/5/2024
Subject: **Mobility Update**

Transit

The Transit application is now live to the public with the Royale(upgraded) version available for free to riders on the Breck Free Ride. Riders should have location services enabled “when using the app” so they can be located within the service area to know when and where the closest buses are to them. If anyone is having issues accessing the free capabilities, which include TransitGO to plan trips from start to finish, they should put in a request from their Transit App emoji and click the Help button for fastest service. Also on the Help button, there are tutorials on how to navigate the application. Real time service interruptions will be updated first on the application before being pushed out through our other channels. We recommend pinning your most utilized route, so you get updates sent to your phone automatically. On the app, you can also see how full buses are before they arrive.

Breck E-Ride integration to the Transit App will take place as the bike share comes online for the spring. Riders will be able to see bike locations and then will be transferred to the Breck E-Ride app to check the bike out.

Ridership on the Free Ride continues to be very strong, averaging almost 6,589 riders per day with our highest ridership on February 17th moving 8,650 riders. This month has set an all-time record for ridership in February and is also the fourth busiest month on record for the Free Ride.

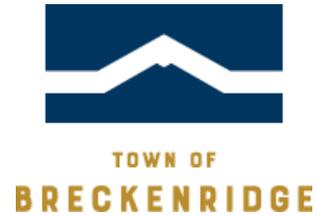
Of note, the flat or slightly lower Green route ridership is due to the change from operating on Airport Road last year to only Highway 9 this year. We still see this as positive as we’re moving more of our workforce from the north end of town. This year, the Gray route (20-minute service) was replaced by the Brown and Yellow routes (15-minute service) providing more timely and reliable service on both the North and South sides of town. Strong Brown route ridership can be attributed to the route operating up 4 O’clock Road instead of Village Road, as well as picking up more riders at the Ice Rink. Purple A and B are picking up riders that historically rode the Blue route and delivering them to Breck Station/Gondola.

Route	February				YTD			
	Feb '24	Feb '23	+/-	%	2024	2023	+/-	%
Gold	8,452	4,647	3,805	81.9%	17,423	13,753	3,670	26.7%
Green	3,832	3,952	-120	-3.0%	8,203	5,932	2,271	38.3%
Brown	75,067	0	75,067	-	150,712	0	150,712	-
Trolley	7,961	4,095	3,866	94.4%	17,044	5,060	11,984	236.8%
Purple A	13,798	8,868	4,930	55.6%	25,969	17,186	8,783	51.1%
Yellow	71,384	0	71,384	-	145,269	0	145,269	-
Purple B	10,610	5,184	5,426	104.7%	21,179	10,004	11,175	111.7%
Gray	0	107,823	-	-	0	220,190	-	-
TOTALS	191,104	134,569	56,535	42.0%	385,799	272,125	113,674	41.8%

As we look to the spring, we are preparing to transition to summer service on Monday, April 15th. We will be offering 20-to-30-minute service throughout town, including the Trolley:

Gray Route	20 min service 6:15a-7:00p	35 Drivers Needed
Gray Route	30 min service 7:00p-11:15p	
Purple A	30 min service 6:15a-11:15p	
Purple B	30 min service 6:15a-11:15p	
Green Route	30 min service 6:15a-11:15p	
Trolley Route	30 min service 8:30a-8:00p	
Gold Route Express	30 min service 6:15a-8:15a & 5:45p-11:15p	

The new bike racks for our buses have been delivered and are in the process of being installed. This should allow for most sizes of tires to be held on our buses. Additionally, we still allow bikes in buses when the bike rack is full.



Memo

To: Town Council
From: Sustainability Staff
Date: 3/12/24
Subject: Sustainability Update

Materials Management

Materials Management Fee Update

Payments as of 3/3/2024:

- 44 users = \$23,530.22

Strong Future 2024 Recycling Grant Applications

The Strong Future 2024 grant cycle will open April 1st with an application deadline of May 27th. The Strong Future Grant Advisory Committee will be meeting in coming weeks to finalize the criteria for 2024 and to release the RFA. The Grants Committee will meet in June to review the proposals and make a final recommendation for BOCC approval on July 26th. Awards will be presented in August for project implementation.

This is the second year of the Strong Future Recycling Grant program. This program supports projects that prevent or reduce waste, increase reuse of materials, or other measurable diversion of materials from the landfill. As a grant recipient in 2023, the Town diverted 617,400 pounds (308.7 tons) of glass which is an increase of 67,140 pounds (33.57 tons) from 2022. Staff achieved this goal by providing more outreach and education to users and adding additional bins to enclosures that needed more collection volume. Results from 2023 awardees will be compiled in the fall. For more information about the grant program, contact info@highcountryconservation.org.

Recycle Colorado Lobby Day

Staff attended the [2024 Recycle Colorado Lobby Day](#) on February 27 at the Capital building in Denver. The Town was helping to support three key pieces of legislation, encouraging the Joint Budget Committee (JBC) to vote yes on CDPHE's recommended scenario for Producer Responsibility for Packaging and Paper, Waste Tire Fee Reauthorization, and CDPHE Colorado Circular Communities Enterprise Fund (C3E). These programs are key to achieving our Material Management goals as listed in the SustainableBreck plan.

Encourage the JBC to vote yes on CDPHE's recommended scenario for Producer Responsibility for Packaging & Paper	Waste Tire Fee Reauthorization	CDPHE Colorado Circular Communities Enterprise Fund (C3E)
<p>HB22-1355 will provide free, convenient recycling access to all Coloradans with no added cost to consumers or local governments. A Needs Assessment was just completed with implementation scenarios. CDPHE will present a recommended scenario to the JBC in March for approval to expand recycling in Colorado through the implementation of Producer Responsibility. Encourage the JBC to approve the recommended scenario which will add recycling services to an additional 700,000 households that currently lack services, shift the cost of recycling programs to the producers and away from local governments and taxpayers, and cover the full cost of a transparent and equitable recycling system.</p>	<p>The Waste Tire Management Enterprise (SB24-123) is a bill to renew the waste tire fee in order to fund rebates, illegal tire cleanups, and CDPHE regulatory activities through 2040. This bill proposes to distribute the fee to CDPHE to use in their waste tire program and to a new enterprise fund which will administer the rebates, fund illegal clean-ups (in coordination with CDPHE), and distribute grant funds. This allows a new board composed of experts in waste tire management and sustainability, along with local government officials, to work together to promote the recycling and responsible handling of waste tires, while also allowing CDPHE to continue its regulatory work.</p>	<p>The Circular Communities Enterprise Fund (C3E) is a bill presented by the Colorado Department of Public Health and Environment (CDPHE). This bill would combine two of Colorado's waste diversion grant program funds into one enterprise fund. The combination of the Recycling Resources Economic Opportunity Program (RREO) & the Front Range Waste Diversion Program (FRWD) would establish the Colorado Circular Communities Enterprise Fund. This bill would also make updates to the Pollution Prevention Act of 1992 to improve CDPHE sustainability services.</p>

Plastics

Staff sent an email on March 1st to all food-service businesses with a reminder of the Plastic Pollution Reduction Bill timeline and requirements. Additionally, it had an FAQ section specifically addressing questions surrounding portion cups and condiments. Outreach and technical assistance will continue with additional resources being developed.



TOWN OF
BRECKENRIDGE

Housing Workgroup Meeting Minutes

February 13, 2024 - 10:00 to Noon

Agenda

- 1) Capital Improvement Request for Vista Point
- 2) Transitional Housing Update (Dorm Style)
- 3) Larkspur Lottery Reopen / Non-Profit Pilot Program Update
- 4) 2024 AMI Potential Impact - verbal
- 5) Backstage Deed Restriction Question
- 6) Lease to Locals Master Lease Program
- 7) Stables Subordination – verbal
- 8) Other items

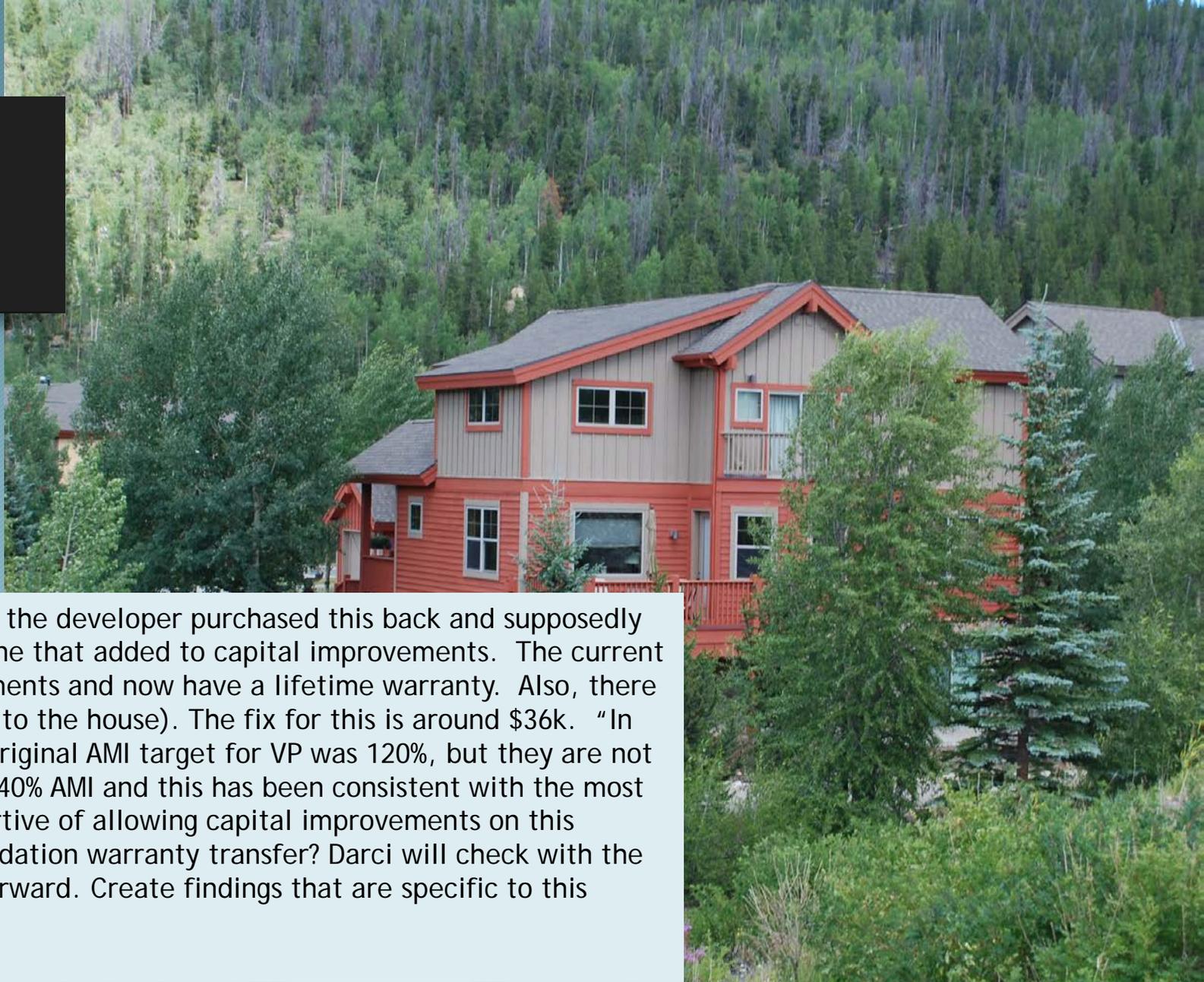
NOTE: Workgroup Comments / Minutes from the 2/13/24 meeting are highlighted in a text box on pertinent slides. Attendees - Dick Carlton, Shannon Haynes, Scott Reid, Mark Truckey, Julia Puester, Darci Henning, Laurie Best and Corrie Burr.

Capital Improvement Request

- Vista Point Foundation Issue

A homeowner in Vista Point has a broken foundation and a sewer line issue. We want to discuss with the Workgroup the best avenue to assist.

NOTE: the foundation has been an issue since day one, the developer purchased this back and supposedly fixed it and then sold it back. 2013 had more fixing done that added to capital improvements. The current owners have spent \$65k and have \$36k in cap improvements and now have a lifetime warranty. Also, there is a belly in the sewer line to this property (connection to the house). The fix for this is around \$36k. "In the hole" 40-50K today without fixing the sewer line. Original AMI target for VP was 120%, but they are not selling at this. When this property sold it was around 140% AMI and this has been consistent with the most recent sales, which were 2018-19. Workgroup is supportive of allowing capital improvements on this property to fix the foundation and belly. Does the foundation warranty transfer? Darci will check with the owner. Set parameters on this for precedent moving forward. Create findings that are specific to this property.



Transitional Employee Housing

- PD has requested consideration for using transitional housing as a dorm style unit, renting rooms separately and on an as-needed basis.
- Kingdom Park Townhome was the requested location since it is 3/3 and fully furnished.
- Is this something the group supports? We plan to also vet this request with our Internal Transitional Housing Committee in March.
- If supported, is there a more appropriate property?



NOTE: We really do want people who live here, but it can be difficult to always do this and still need PD to function. Shared units can be difficult with conflicts that could arise. Kingdom Park is not the right unit. Need to understand more of the need with PD and try to accommodate in our one room options like Wayside. How do we help with this but minimize the impact to the budget? **237**
Do a smaller unit as a pilot to see how this could work and then see the need.

Larkspur Update

- The lottery is now set for 2/27/24 as the BOCC declined the program for non-profit priority. This put 4, 1-bedroom, non-income capped units back into the mix. Since this unit type was completely spoken for, we did not have this in the application as an option. We decided the only fair way to manage this was to reopen the application for people to apply for it. The application reopened on Monday, 2/12/24.

- The Town currently has 6, 1-bedroom, non-income tested units reserved (\$2,078 / month, 100% AMI). Considering options with the next step with these as well.

NOTE: Consider using the 6 for more permanent housing and do by lottery. We can look at possibly having a priority for non-profits at Alta Verde 2.



2024 AMI Expectation

There has been discussion in the housing world that AMI in 2024 will take another big jump, 10%+. This is not confirmed, but we are looking at how it affects some neighborhoods like Wellington and Vista Point

AMIs	2023 AMI Rates																		
	30% HUD EXTREMELY LOW INCOME	40%	HUD Very Low		60%	HUD LOW INCOME	80% TRUE	85%	90%	95%	100%	105%	110%	115%	120%	125%	130%	140%	
Household size	INCOME																		
1 person	\$23,300	\$31,040	\$38,800	\$46,560	\$62,100	\$62,080	\$65,960	\$69,840	\$73,720	\$77,600	\$81,480	\$85,360	\$89,240	\$93,120	\$97,000	\$100,880	\$108,640		
1.5 person	\$24,950	\$33,260	\$41,575	\$49,890	\$66,525	\$66,520	\$70,678	\$74,835	\$78,993	\$83,150	\$87,308	\$91,465	\$95,623	\$99,780	\$103,938	\$108,095	\$116,410		
2 person	\$26,600	\$35,480	\$44,350	\$53,220	\$70,950	\$70,960	\$75,395	\$79,830	\$84,265	\$88,700	\$93,135	\$97,570	\$102,005	\$106,440	\$110,875	\$115,310	\$124,180		
3 person	\$29,950	\$39,920	\$49,900	\$59,880	\$79,800	\$79,840	\$84,830	\$89,820	\$94,810	\$99,800	\$104,790	\$109,780	\$114,770	\$119,760	\$124,750	\$129,740	\$139,720		
4 person	\$33,250	\$44,320	\$55,400	\$66,480	\$88,650	\$88,640	\$94,180	\$99,720	\$105,260	\$110,800	\$116,340	\$121,880	\$127,420	\$132,960	\$138,500	\$144,040	\$155,120		
4.5 person	\$34,600	\$46,100	\$57,625	\$69,150	\$92,200	\$92,200	\$97,963	\$103,725	\$109,488	\$115,250	\$121,013	\$126,775	\$132,538	\$138,300	\$144,063	\$149,825	\$161,350		
5 person	\$35,950	\$47,880	\$59,850	\$71,820	\$95,750	\$95,760	\$101,745	\$107,730	\$113,715	\$119,700	\$125,685	\$131,670	\$137,655	\$143,640	\$149,625	\$155,610	\$167,580		
6 person	\$40,280	\$51,440	\$64,300	\$77,160	\$102,850	\$102,880	\$109,310	\$115,740	\$122,170	\$128,600	\$135,030	\$141,460	\$147,890	\$154,320	\$160,750	\$167,180	\$180,040		
7 person	\$45,420	\$54,960	\$68,700	\$82,440	\$109,950	\$109,920	\$116,790	\$123,660	\$130,530	\$137,400	\$144,270	\$151,140	\$158,010	\$164,880	\$171,750	\$178,620	\$192,360		
8 person	\$50,560	\$58,520	\$73,150	\$87,780	\$117,050	\$117,040	\$124,355	\$131,670	\$138,985	\$146,300	\$153,615	\$160,930	\$168,245	\$175,560	\$182,875	\$190,190	\$204,820		

Rentals
Maximum affordable monthly rent
 Assumes affordability = 30% of monthly household income
 Maximum affordable monthly rent amounts should also include the following utilities: electric, gas, water, sewer, trash, & snow removal

NOTE: speculation is that AMI will go up by up to 14%. Vista Point and Wellington would have large increases with sales in 2024.

Unit Size	HUD																		
	EXTREMELY LOW INCOME	40%	50%	60%	HUD LOW INCOME	80% TRUE	85%	90%	95%	100%	105%	110%	115%	120%	125%	130%	140%		
Studio (1 person)	\$582.50	\$776.00	\$970.00	\$1,164.00	\$1,552.50	\$1,552.00	\$1,649.00	\$1,746.00	\$1,843.00	\$1,940.00	\$2,037.00	\$2,134.00	\$2,231.00	\$2,328.00	\$2,425.00	\$2,522.00	\$2,716.00		
1 bed (1.5 person)	\$623.75	\$831.50	\$1,039.38	\$1,247.25	\$1,663.13	\$1,663.00	\$1,766.94	\$1,870.88	\$1,974.81	\$2,078.75	\$2,182.69	\$2,286.63	\$2,390.56	\$2,494.50	\$2,598.44	\$2,702.38	\$2,910.25		
2 bed (3 person)	\$748.75	\$998.00	\$1,247.50	\$1,497.00	\$1,995.00	\$1,996.00	\$2,120.75	\$2,245.50	\$2,370.25	\$2,495.00	\$2,619.75	\$2,744.50	\$2,869.25	\$2,994.00	\$3,118.75	\$3,243.50	\$3,450.00		
3 bed (4.5 person)	\$865.00	\$1,152.50	\$1,440.63	\$1,728.75	\$2,305.00	\$2,305.00	\$2,449.06	\$2,593.13	\$2,737.19	\$2,881.25	\$3,025.31	\$3,169.38	\$3,313.44	\$3,457.50	\$3,601.56	\$3,745.63	\$3,950.00		
4 bed (6 person)	\$1,007.00	\$1,286.00	\$1,607.50	\$1,929.00	\$2,571.25	\$2,572.00	\$2,732.75	\$2,893.50	\$3,054.25	\$3,215.00	\$3,375.75	\$3,536.50	\$3,697.25	\$3,858.00	\$4,018.75	\$4,179.50	\$4,501.00		

2024 AMI Consideration

Examples:

Wellington 1 duplex with 4 prior sales (with 7% RE commission, no garage). Purchased in 2019 for \$467,000. With the change in AMI calculation the property could sell today for \$580,736 (3% appreciation number is \$526,542). If AMI goes up another 10%, the house could sell for \$638,809. This is a difference of almost \$60k in one year, plus the 7% commission that can be added.

Wellington 2 original owner, SFH with a garage. Purchased in 2006 for \$383,790. Given this is an original owner, the 3% method produces a higher resale at \$557,373. If AMI goes up another 10%, the house could sell for \$567,520 with the change in AMI being the higher one. This is only a \$10,000 difference.

Vista Point home with a garage (cumulative change in AMI with a minimum of 3%) purchased in 2019 for \$642,000. Resale calculation today is \$847,529 and with another AMI increase of 10%, the resale goes to \$911,729. This is a difference of over \$60k in one year, plus the 7% commission that can be added. This is a 4/4 with a finished basement and is just under 2,500 sq feet.

Lease to Locals Master Lease Discussion

Laurie and Corrie attended the BOCC Worksession on February 6 to be part of the Lease to Locals discussion on the proposed Master Leasing program. The BOCC was supportive of exploring this option. There is a lot to work out on this, but staff would like to hear thoughts from the TOB Workgroup as well.

NOTE: like that it can reward people that are already renting long term, but involves several partners - government subsidy, employer and employee. Town will continue to monitor the County's development of this program which they may launch as early as Fall 2024

Program Costs

Proposed Summit County Contribution Amounts

Unit Size	# of Units	Incentive Cost Per Unit	Incentive Cost Total	Summit Co Contribution @ 25%	Summit Co Contribution @ 50%	Summit Co Contribution @ 75%
Studio	5	\$6,000	\$30,000	\$7,500	\$15,000	\$22,500
1BD	10	\$8,000	\$80,000	\$20,000	\$40,000	\$60,000
2BD	10	\$10,000	\$100,000	\$25,000	\$50,000	\$75,000
3BD	5	\$10,000	\$50,000	\$12,500	\$25,000	\$37,500
	30			\$65,000	\$130,000	\$195,000

Verbal Updates

Backstage Theater Deed Restriction Question - Backstage would like to purchase a property in Peak 7 with Housing Helps. Issue with vacancy and short-term stay if used for visiting actors. Would they have staff living there, but then use some rooms for "visiting" actors. It doesn't really work well if only visiting actors. The Workgroup is supportive of this scenario if there is a permanent staff member living in the property and the actors stay in the property when they are working in Summit County.

Stables Subordination - 1st Bank was looking for different language, but will go before TC as an ordinance as it is a change

March 15th opening the next lottery (22 units) 8 duplexes,

Application open for a few weeks with an open house / info session (March 20th) with translation available.

Lottery is set for 4/4/24

Same priority as last time - extra ticket for UBB work and 10+ years in the County. Leave it the way it is.

Other

Microsoft Teams meeting

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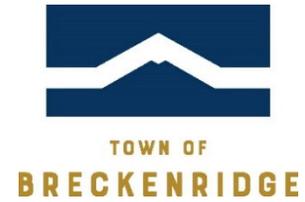
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Memo

To: Breckenridge Town Council Members
From: Anne Lowe, Open Space & Trails Manager
Date: 3/6/2024
Subject: Open Space & Trails Update



Enclosed please find:

1. Draft BOSAC meeting minutes from February 26, 2024.
2. 2023 State of the Open Space Report.
3. 2024 Project List.

Staff is in the process of posting a Signage Workplan RFP to support the Open Space & Trails Master Plan. We will keep BOSAC and Council apprised of the proposals received and recommended bid.

Staff will be present to answer any questions.

I) CALL TO ORDER

Duke Barlow called the February 26, 2024, regular meeting of BOSAC to order at 5:32 pm. Other members of BOSAC present included Krysten Joyce, Chris Tennal, Bobbie Zanca, Nikki LaRochelle (virtual), and David Rossi. Staff members present included Anne Lowe, Tony Overlock, Scott Reid, Mark Truckey, Julia Puester, Shannon Haynes, and Alex Stach. Jay Beckerman, Town of Breckenridge Council Member, was present virtually. Members of the public included: Marika Page and Greg Ruckman. Katherine King from Summit County Open Space & Trails was also present.

II) APPROVAL OF MINUTES

A) BOSAC REGULAR MEETING – January 29, 2024.

The minutes were approved as presented.

III) PUBLIC COMMENTS

Ms. Haynes: Shannon Haynes, Town Manager speaking. I just wanted to briefly apologize for any miscommunication about the rescheduling of BOSAC meeting dates and clarify that the decision is up to the commission. Changing the dates would facilitate communication with the Town Council regarding meeting minutes, but also with land acquisitions and executive session materials. This is a suggestion; we are not trying to push the commission into changing their meeting date/times. We hope that you all will consider what is best for the commission and make a decision that works for all of you.

IV) STAFF SUMMARY

A) FIELD SEASON UPDATE

OST is currently focused on data collection and winter grooming. We also assisted Gold Run Nordic Center prepare for the 2024 Breckebeiner race with signage and messaging and have heard positive feedback regarding the event.

B) DRY GULCH TRAIL UPDATE

During the January 2024 BOSAC meeting, the commission and staff discussed the construction of potential new trails in 2024, one of which was a north-to-south connection through Golden Horseshoe and the Dry Gulch property. Since then, we've had a Golden Horseshoe Oversight Committee meeting and discussions with our partners at the County and Forest Service. As part of a joint effort to monitor wildlife in the Upper Blue River Watershed with Summit County Open Space and Trails, we set up a game camera in June of 2023 near the proposed path and it's showing a large amount of elk movement through the area. Additionally, this trail had a lukewarm

reception from BOSAC members. Staff have decided to hold off on this trail and will continue to monitor that area, which will hopefully give us a bigger snapshot of wildlife activity. Staff will continue to look for a north-south connection through the Golden Horseshoe to facilitate access, as this may not be the best location.

Ms. Zanca was curious about the proximity of the wildlife camera to the proposed trail route and OST staff replied that the current location was essentially right next to the proposed alignment. Ms. Joyce asked if we are considering other locations for a north-south connection in the Golden Horseshoe and if we have begun wildlife monitoring at those locations yet. Staff replied that the Town is only operating one camera (Dry Gulch) at the moment, but the County manages a few other wildlife cameras along Tiger Road and Rock Island Road. OST staff will consider acquiring additional cameras or rotating the Dry Gulch camera as we continue to plan for north-south connections in the Golden Horseshoe. Historically, in the Golden Horseshoe, the eastern portion of the Horseshoe has been more of a focus for wildlife movement and habitat, especially from CPW and the Forest Service perspective. A connection from Rock Island westward would have greater potential for a north-south connection without as many wildlife conflicts.

C) STATE TRAILS GRANT UPDATE

Staff was unfortunately not successful in obtaining a State Trails Grant for some of our proposed frontcountry infrastructure projects. There was an amazing amount of competition this year and the feedback we received was encouraging and thoughtful from the CPW review committee. The budget and cost were the main issues that the CPW review committee found, and we have seen this before when it comes to costs in small mountain resort communities. Sourcing lumber and paying for contractors is a little bit higher than some other parts of the state. Staff is still planning to proceed with all the proposed frontcountry infrastructure improvements from our project list and we will work with the Town's grants committee to take lessons from this year's process and return with a stronger application in another round.

D) JOINT BOSAC/TOWN COUNCIL MEETING

There will be a joint BOSAC and Town Council meeting on April 9, 2024, from 5 PM to 6 PM. And agenda will follow.

V) **OPEN SPACE DISCUSSION**

2023 State of the Open Space Report

Ms. Lowe presented a draft version of the *2023 State of the Open Space Report*, which summarizes open space acquisitions and highlights the program's accomplishments in 2023.

Mr. Barlow asked BOSAC and staff if it made sense to separate the Wellington Treatment Plant from “Charges for Services” in our 2023 Open Space Budget visual. OST staff explained that we do share costs for the treatment plant with Summit County Open Space & Trails and that we would look into how to separate that cost from other budgeted items. Ms. Zanca asked for staff to revise the percentages on the budget page. She also requested additional winter photos going forward.

There was a discussion between commission members on the term “singletrack” and whether the Town’s inventory of trails should be considered “singletrack” or if there was an alternative term that was more encompassing. OST staff clarified that the stats used in the report (68 miles) were referencing “singletrack” or “natural surface trails,” and not double-track, paved paths, or country roads. There was discussion about the distinctions and qualifiers for the term and how it might be used going forward.

2024 Project List

Ms. Zanca and Ms. Joyce recommended that we try to reference as many strategic goals from our Open Space & Trails Master Plan as possible for each project in our 2024 Project List. Ms. Joyce suggested separating said strategic goals into categories, such as primary and secondary. Trail construction for example, addresses Strategic Goal #2 Recreation, but a secondary goal could help us define additional purposes for projects.

BOSAC had questions about the realignment of a section of the Nightmare on Baldy Trail and potential trail construction at Copper Canyon. Commission members were curious on how staff balance trail maintenance and construction projects and if there would be a lack of maintenance when constructing a new trail. Staff reminded BOSAC that the Copper Canyon project would remain in the planning phase this season and that new trail construction on this property would likely be contracted out, primarily due to the terrain. Ms. Joyce also was curious about the process of planning efforts at the McCain Property. Ms. Lowe replied that she didn’t believe there would be any construction there until after vegetation takes hold and final surveying of the project was completed over the next two years, but that we could discuss planning efforts this year. Mr. Tennal asked about the progress of our “recommended loops” and if those would be involved in our trail planning efforts this summer. Mr. Overlock replied that there is a working list of loops, but the next step will be working with the Signage Workplan contractor on how to best sign those loops in the field.

Signage Plan RFP

Staff presented a draft copy of the Signage Workplan RFP. Ms. Lowe explained that we’ve tried to incorporate the main discussion points from BOSAC meetings last summer regarding the Signage Workplan and are looking for feedback. The document includes a lot of the required boilerplate language and background

information, but also ideally gives the contractor enough flexibility to figure out how our Signage Workplan comes together to meet our needs.

Ms. Zanca provided a number of important edits and suggestions related to the RFP timeline, dates, insurance requirements, budget, and scope of work. Ms. Lowe stated that we are trying to keep a level of flexibility in the document, and we learned a lot from our Master Plan RFP about adjusting deadlines and time windows. Ms. Zanca and Ms. Joyce were also curious about the type of contract we would be awarding and if the Town has a specific criterion for RFPs that we can lean on. Ms. Zanca has concerns about the word “complementary” regarding signage of our joint owners and partners and how that wording might create a problem for contractors. Ms. Lowe stated that our intent is to create a Signage Workplan that won’t force any of our partners (Summit County, USFS, etc.) to have to change their own signage throughout the County, as we manage our trails seamlessly across jurisdictions.

There was also a question regarding the formal agreement and the related terms and conditions. Mr. Rossi explained that he believed the Town would carry out a Service Agreement once a contract was awarded. Ms. Zanca explained that this might create confusion for the contractor on the pricing of the project, to which Mr. Rossi stated his understanding was that the respondents will provide their own pricing scenarios to which OST staff would evaluate the respondents RFP for price and other criteria. The winner would then go into a services agreement with the Town’s legal department.

Ms. Zanca stated she was also a bit concerned about the Scope of Work section in the RFP and the final deliverable. Ms. Lowe reiterated that we are really focused on providing the contractor with a lot of flexibility and that a large part of what we are asking for is for the contractor to review our existing signage, as well as our partner’s existing signage. Ms. Joyce agreed with Ms. Zanca that there are a lot of considerations in the RFP, but no concrete request at the end of the document. Mr. Rossi stated that the document addresses that in the RFP Requirements section and that staff was not trying to provide any specific prescriptions. Ms. Joyce agreed that was important, but she still thinks it’s important to have a part of the Scope of Work that says, “we would like to see a final signage package that incorporates the above considerations so that we can have “X, Y, Z.” Mr. Rossi stated he believes the document does address a specific prescription because the RFP says the contractor will produce wayfinding, regulatory signs, etc. and the text underneath are considerations to take as the contractor is creating those signs. Ms. Lowe stated that staff can adjust the Scope of Work to be clearer and have a concluding line that addresses the final product. Mr. Truckey suggested Ms. Zanca meet with Ms. Lowe on additional suggested edits in the document after the meeting.

BOSAC then discussed the proposed cost of the plan and the source and specifications of materials. Mr. Rossi explained that the contractor will provide

design guidelines and concepts while presenting their various design iterations. Mr. Rossi explained that design integration leads to implantation costs. This is the design phase, which would then follow with hiring a sign fabricator, which in turn leads to costs of materials and manufacturing. He stated that we are paying for a firm's expertise and an experienced designer. Mr. Rossi then said this is a bit subjective and that's one of the biggest challenges in the design world and that staff/BOSAC will know what is complementary when we physically see it.

Ms. Zanca asked about the evaluation criteria and weighting. Ms. Lowe stated that we did eliminate the weights, as we did not want to be held to them. There were also questions about the criteria and if they were "requirements," to which Ms. Lowe replied that we just wanted to include general guidelines to weigh when reviewing proposals.

Ms. Lowe replied that the selection committee would pick the top two or three and then would interview them using the previously mentioned criteria. Ms. Lowe stated it can be difficult to evaluate but we vet every candidate for things like approach, availability, costs, and previous body of work. Ms. Joyce stated that a lot of these questions are probably for the Town attorney to make sure all our boilerplate language is consistent across the board and legally compliant.

Ms. LaRochelle wanted to remind staff that we had identified "temporary signage" as a category of signage to address in the Signage Plan. We all shared several interesting and informative examples of temporary signage that we'd like to see included in the Signage Plan.

Updated BOSAC Rules to Change Meeting Schedule

Staff reiterated Ms. Haynes's statement that changing the meeting schedule is a BOSAC decision and completely up to the commission. Ms. Lowe presented the proposed date changes as listed in the BOSAC packet. Ms. Zanca wanted to know more details on how moving the dates would be beneficial for the Town Council. Ms. Lowe replied that the Town Council often meets the day after our BOSAC meeting, so it's helpful for acquisitions and gives us a longer timeline to get materials, information and a BOSAC recommendation to Council. Particularly with acquisitions, staff is under tight timelines to get things under contract. Ms. Joyce pointed out it allows additional time to ask questions, as well regarding acquisitions/major decisions.

BOSAC voted 5 to 1 to approve the updated BOSAC Rules to change the meeting schedule starting in May 2024.

Winter Uses Discussion

BOSAC suggested in November of 2023 that they would like to have a conversation on winter uses on our natural surface trails and if there was any potential to expand the “trail loops” idea to include winter users. Staff described the methodology of the study, camera locations, and some of the basic observations gathered so far.

Mr. Rossi asked about how frequently we would be rotating the cameras and monitoring other trails. Mr. Barlow asked about some of the parameters of the study and what categories we are sorting users into. Mr. Overlock explained that we would be rotating the cameras to target specific trails every two to three weeks and Mr. Stach explained the methodology of capturing users and the specific categories being used. Mr. Overlock stated that staff was curious about monitoring users at both the groomed system at Gold Run and busier trails in the French Gulch to see if there are distinct differences in users between the two areas. Mr. Overlock also stated that staff certainly does consider winter use when planning/constructing new trails, but sometimes there are factors that limit how much consideration goes into planning for winter user, like terrain and property boundaries.

Mr. Barlow stated he was excited to use this time to have a general conversation about winter use. He reminded the group that the State of the Open Space reported that winter use numbers are almost as high as the summer use numbers, but it doesn't feel as though winter use gets as much attention. Mr. Barlow wondered if we are underserving beginners – hikers and snowshoers. Some beginners just want to go for a walk and are bombarded by signage saying, ‘stay off the tracks.’ Are we coming up short regarding access and inclusion for winter users? It's not just bilingual messaging and wheelchair-friendly trails, but Mr. Barlow stated we have to consider different user groups and experience levels.

Mr. Barlow stated that he had some issues with how we communicate messages related to avoiding XC tracks, fat bike etiquette and snow compaction. He believes that the ski area and Nordic Centers provide that curated experience, but that our open spaces should encourage and welcome any and all types of users.

Mr. Rossi said he had a feeling hikers and dog walkers greatly outnumber skiers. So in talking about inclusion, we might be backwards there. He has seen the ‘Think Before You Sink’ signage and that it has its place in specific areas. He thinks we should accommodate both. Mr. Barlow said he felt the avoidance signage felt a little “elitist.”

Ms. Joyce reminded everyone that all trail users need to have an “awareness of a multitude of users.” She stated she agrees with Mr. Barlow that there are fewer places for walkers to go and that we don't want them to feel less welcome. Ms. Joyce also echoed that access is more than just language and ADA requirements.

Ms. Zanca asked the Winter Conditions webpage, how frequently the page is updated, and that it would be a great starting point for beginner winter users. There was a conversation about the idea of “experience degradation” and how conditions are unique in the winter seasons. Ms. LaRochelle chimed in that there are varied ways of thinking about this. She agreed with Mr. Barlow and Ms. Joyce that the Nordic Centers create a curated experience, and she thinks that when we focus on equity and inclusion, we need to not assume that one modality is superior to another or compromising another. She also brought up that there might be a space for winter-specific signage, as she notices many lost and confused trail users during the winter months.

Mr. Barlow mentioned that he thinks it is important that we pursue winter parking opportunities. He said we owe it to the access component to make sure we are providing adequate parking at the spaces. Mr. Rossi pointed out you we also have to factor in how the snowplow works at certain roads/trailheads.

Finally, there was a discussion on the price of Nordic skiing and making sure we provide a free, equitable opportunity for winter recreation. Mr. Tennal echoed statements from other BOSAC members that he believes we should not over-define or over program public lands.

Council Matters Related to Open Space Topics

N/A

Other Matters

Mr. Tennal announced that he accepted a new position that will involve a lot of international/national travel and he will not be able to continue as vice-chair. He stated he would recommend a new vice-chair appointment to replace him. BOSAC will think about the vice-chair position and make an appointment at the next meeting.

Ms. Lowe updated the committee on the Little Daisy purchase. Staff is currently working on the lease. Town code requires that any multi-year agreement that spans different fiscal years must go through a two-hearing process. The ordinance then is effective 30 days later. Staff want to ensure there is a lease ready to take care of the current tenants.

VI) EXECUTIVE SESSION

N/A

VII) ADJOURNMENT

A motion to adjourn the BOSAC meeting was made by Mr. Barlow, and Mr. Rossi seconded it. The February 26, 2024 regular meeting of BOSAC ended at 7:33 pm.

The next regular meeting of BOSAC is scheduled for March 25, 2024.

Duke Barlow, Chair

DRAFT

State of the Open Space

2023 REPORT



Contents List



TOWN OF BRECKENRIDGE
OPEN SPACE & TRAILS

01

About Open Space & Trails

- Mission
- Our Strategic Goals
- At a Glance
- 2023 Budget

04

Access & Inclusion

- Equitable & Inclusive Trail Design
- Environmental Education
- Friends of Breckenridge Trails

02

Conservation

- Open Space Acquisitions
- Open Space Conservation

05

Stewardship

- Cucumber Gulch Preserve
- Land Management Activities
- Visitor Use Management

03

Recreation

- Trail Maintenance
- Trailhead Planning

06

Our Team

- Staff
- Breckenridge Open Space Advisory Commission
- Town Council

Open Space & Trails

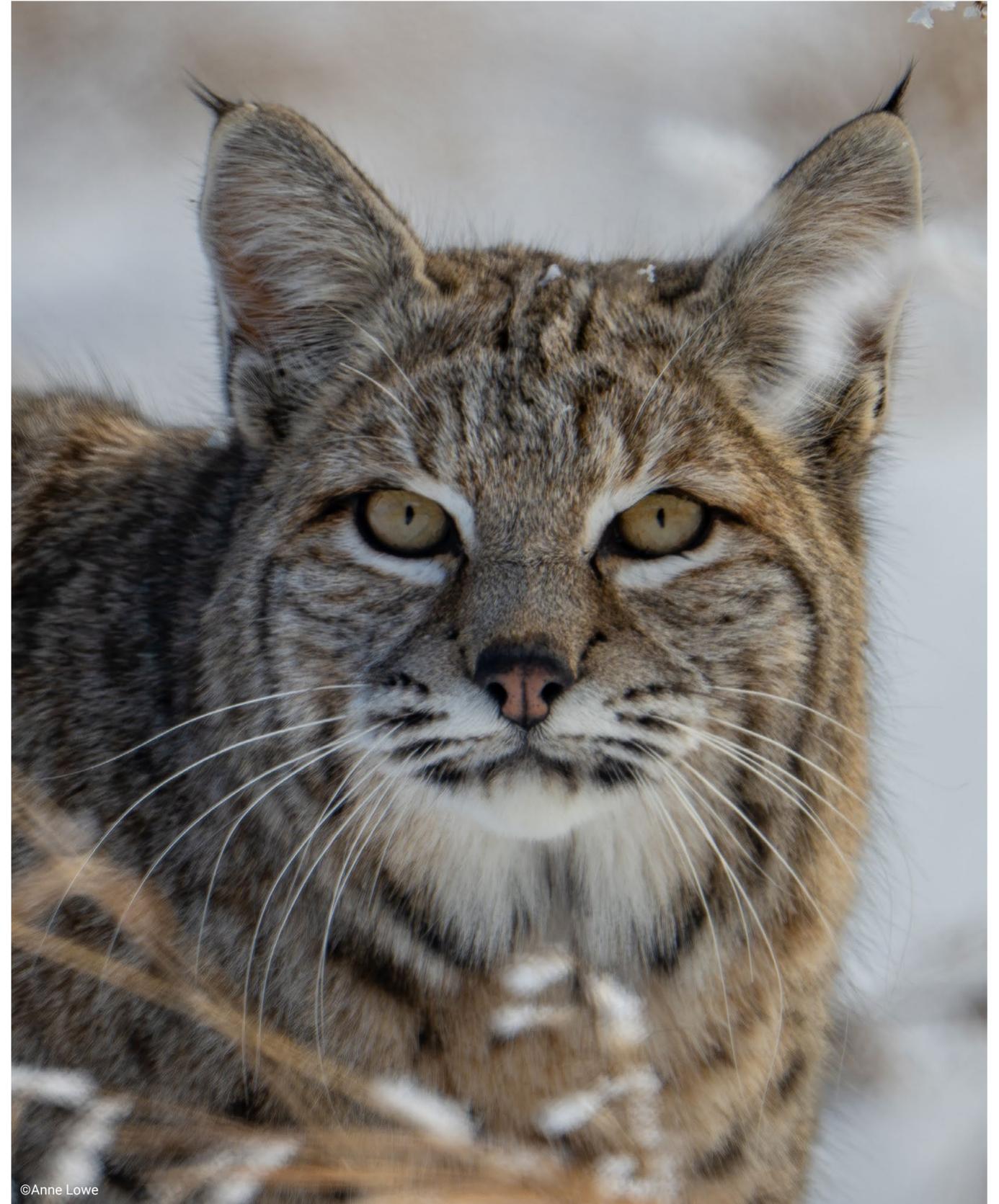
The Breckenridge Open Space & Trails program started as a grassroots initiative by Breckenridge residents, who proposed an open space tax initiative in response to increasing development in the Town. In 1996, Breckenridge residents voted to add a permanent 0.5% sales tax for open space acquisition and management. The Open Space & Trails program was founded in 1997.



Mission

The mission of the Breckenridge Open Space & Trails program is to preserve lands that define and enhance the unique mountain character of the Town of Breckenridge, with the objective of maintaining our community's quality of life for present and future generations.

The Open Space & Trails Master Plan was adopted in 2023 and work has begun on its implementation.



Our Strategic Goals



Conservation

We value conservation as the foundation for protection of open space and natural resources.



Recreation

We value access and the responsible use of open space for recreation that is safe, based on sustainable principles, and enhances the experience with proper etiquette and respectful behavior.



Access & Inclusion

We are committed to facilitating the inclusion of all groups of people (both residents & visitors) with access to the OST system to enjoy recreation while learning about conservation.

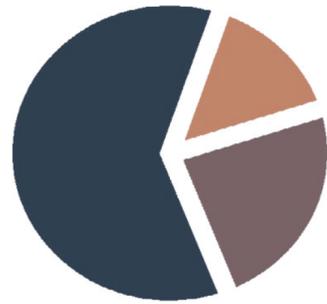


Stewardship

We take pride in our approach, commitment, and diligence in the conservation and management of open space, hoping to inspire other communities with our leadership and influence, to do the same.



open space & trails AT A GLANCE



2023 OPEN SPACE BUDGET
\$2,974,381



8

TOTAL FOBT EVENTS IN 2023,
ALMOST ALL WITH A
STEWARDSHIP FOCUS



1997
THE START OF THE
OPEN SPACE PROGRAM



0.5% of sales tax in Breckenridge
directly supports open space

\$28,070,715



amount of town funds spent on
open space acquisitions since 1997



93%

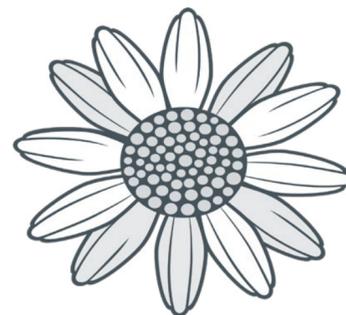
seasonal technician staff
time devoted to trail
maintenance in 2023.

117

total number of
FOBT volunteers in 2023.



5,130
TOTAL ACRES
CONSERVED



400

POUNDS OF INVASIVE AND
NOXIOUS WEEDS, INCLUDING
FALSE CHAMOMILE, COLLECTED
DURING ONE VOLUNTEER EVENT.



566

Number of people who attended
a free guided hike on open
space in 2023.



68
TOTAL MILES OF TRAILS



500

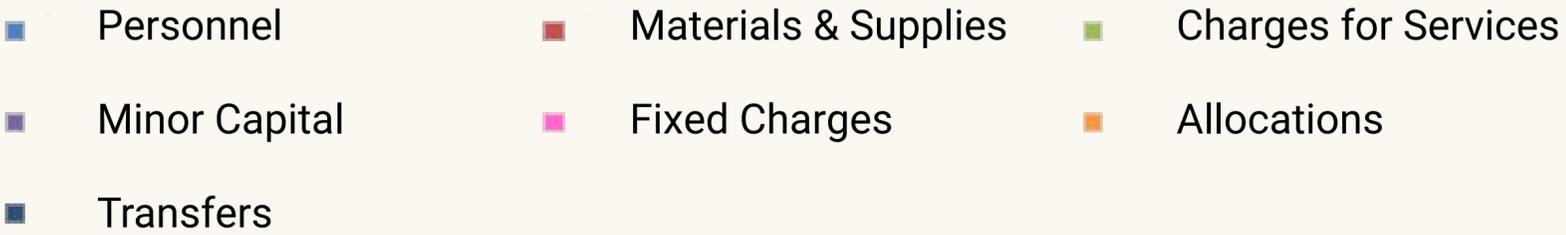
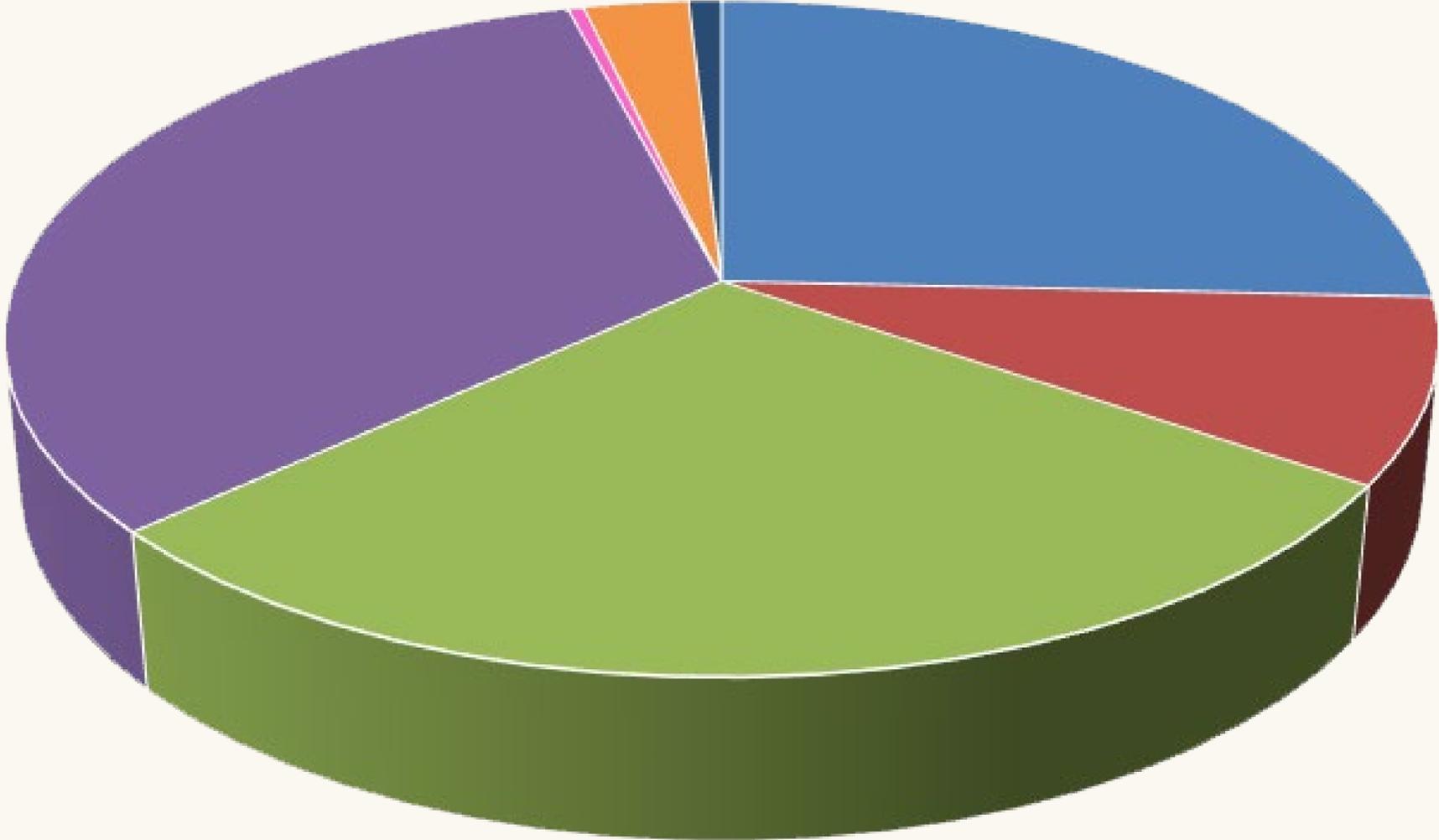
hazardous trees removed
from trail corridors.

Budget

The total Open Space program budget for 2023 was \$2,974,381. This budget excludes a Council appropriation of \$3,412,500 for the purchase of a property.

Personnel (26%)	\$ 766,073
*Wages, Benefits	
Materials & Supplies (9%)	\$ 260,500
*Office Supplies, Tools, Lumber	
Charges for Services (29%)	\$ 852,882
*Consultants, Contractors, Surveys	
*Wellington Oro Treatment Plant	
Minor Capital (33%)	\$ 973,411
*Land Acquisitions	
Fixed Charges (<1%)	\$ 12,451
*Liability Insurance	
Allocations (3%)	\$ 83,266
*Garage, Facilities, Computers	
Transfers (<1%)	\$ 25,798
*Rec Path Grooming, Capital Projects	
TOTAL	\$2,974,381

2023 OPEN SPACE BUDGET





Conservation

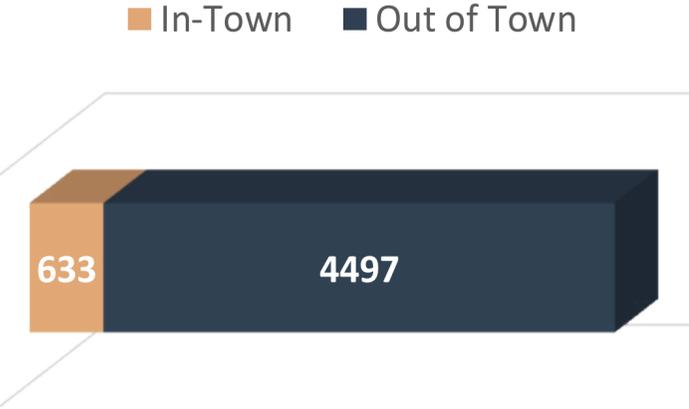


Open Space Acquisitions

In 1996, a voter initiative passed, which dedicated a 0.5% Town sales tax to open space acquisition and management.

In the 27 years since its adoption, the Town’s Open Space program has acquired a total of 5,130 acres of property through purchases, land trades, dedications, and joint purchases with Summit County Government. The majority of these conserved acres are located in the Upper Blue River Watershed surrounding the Town limits.

Of the 5,130 acres, 4,522 acres have been purchased and 608 acres have been acquired through land trades and dedications.

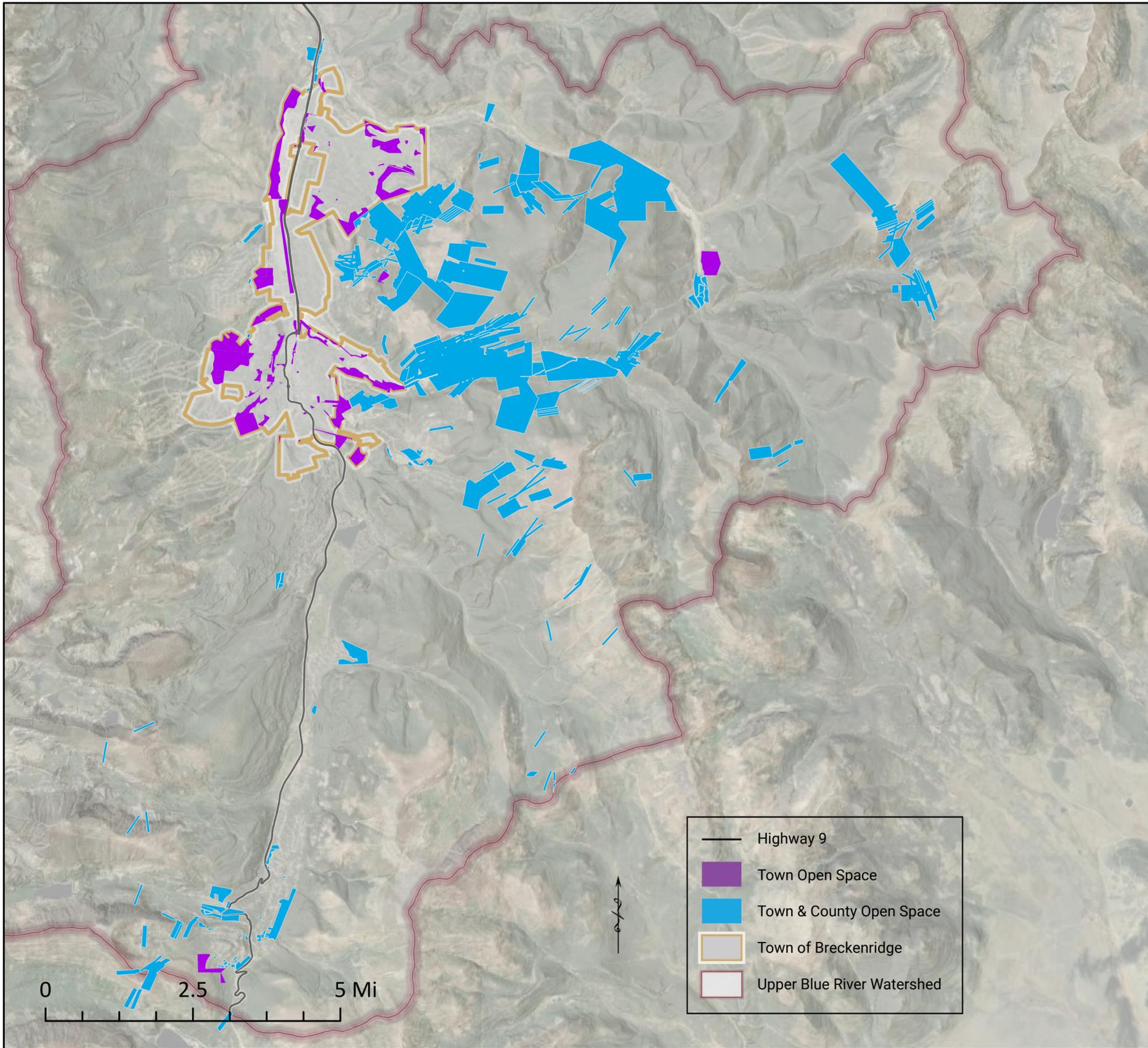


TOTAL ACRES OF LAND CONSERVED IN-TOWN AND OUT OF TOWN IN THE UPPER BLUE RIVER WATERSHED.



©Anne Lowe

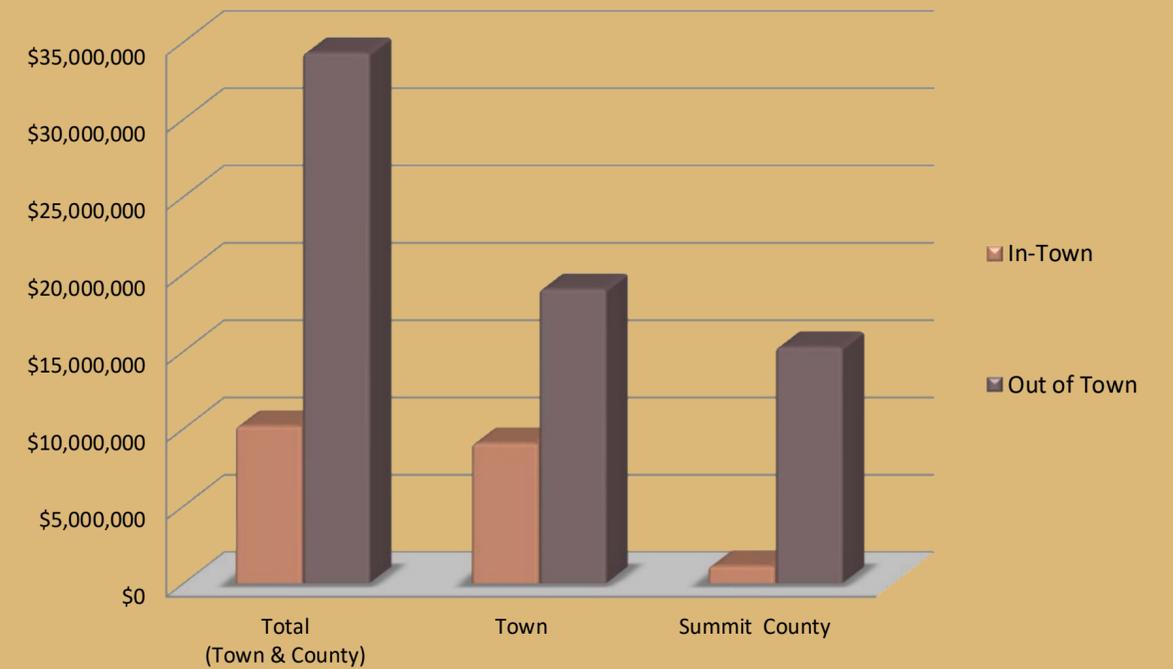
YEAR	ACRES
PRE-1997	119
1997	164
1998	150
1999	173
2000	261
2001	640
2002	127
2003	105
2004	214
2005	1858
2006	7
2007	76
2008	70
2009	73
2010	74
2011	124
2012	91
2013	74
2014	153
2015	67
2016	82
2017	43
2018	92
2019	112
2020	35
2021	90
2022	16
2023	41
TOTAL	5130



Open Space Conservation

Prior to the creation of the Open Space program in 1997, the Town owned 119 acres of open space. Today, the program manages 5,130 acres of open space, 4,314 acres of which were jointly acquired with Summit County Government.

The Town has spent \$28,070,715 in land purchases since 1997, while the County has spent \$16,377,658 on joint purchases in the Upper Blue River Watershed.





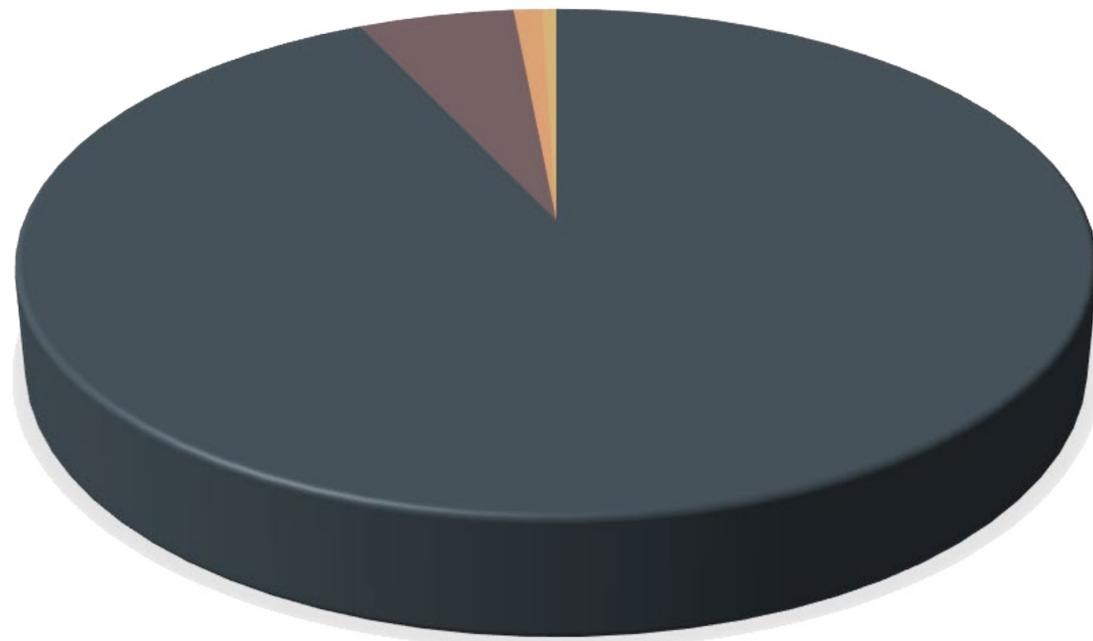
Recreation



Trail Maintenance

2023 marks the first year since 2007 with no new trail construction projects. The OST program is well into its stewardship phase of growth, during which we are committed to meticulously maintaining and managing our extensive 68-mile singletrack trail network. The OST program has seven full-time summer seasonal staff devoted to on-the-ground projects and trail maintenance. In 2023, they spent the vast majority of their time maintaining existing trails. Below is a breakdown of their maintenance duties.

2023 Trail Maintenance



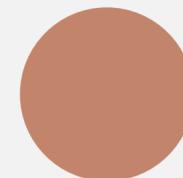
Trail Maintenance - 93%

The OST crew spent the vast majority of their time maintaining the 68+ miles of singletrack trails within our network. Maintenance includes drainage work, erosion control, reshaping tread, and removing hazardous trees.



FOBT Preparation - 5.5%

Friends of the Breckenridge Trails volunteer program requires extensive planning and coordination of activities, tool cleaning and preparation, site planning, and assigning of crew leaders.



Data Collection - 1%

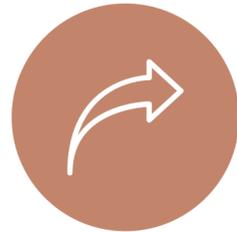
The OST program has a number of trail counters located throughout the trail network that require regular data collection. Staff also utilize a GIS-based collection tool to inventory trail and trailhead conditions and maintenance needs.



Trail Construction - 0.5%

Trail efforts were focused on maintenance in 2023, with little new trail construction activity. The OST crew spent time on minor realignments and the addition of wheelchair-friendly improvements.

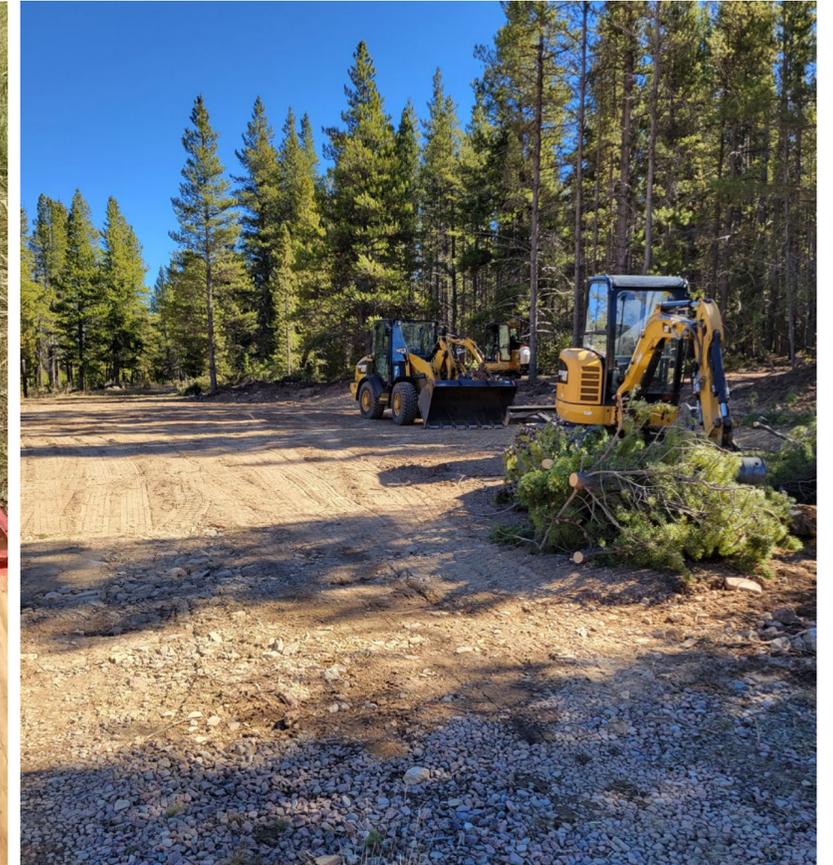
Trailhead Planning



Brown Gulch Trailhead

In partnership with Summit County, staff constructed a new trailhead off Tiger Road, which provides parking for twenty vehicles.

The trailhead allows easy, non-motorized access to the surrounding trail network and fishing on the newly restored Swan River.



Reiling Dredge ADA Trailhead

Also in partnership with Summit County, staff constructed a designated ADA parking area opposite the Reiling Dredge parking area on French Gulch Road. The ADA parking area will be finished in early 2024 with parking and trail signage.

The ADA trailhead will not be maintained in winter months.



Laurium Trailhead

In 2023, staff started exploring solutions for the Laurium Trailhead with partners at Summit County to improve safety and access, particularly during the winter months.



Access & Inclusion



Equitable & Inclusive Trail Design

In 2023, we started the planning and/or construction of wheelchair-friendly trail and trailhead projects in an effort to advance our goals for equitable access and inclusivity on trails. Wheelchair-friendly trails offer easier access for people of all ages and those with mobility challenges. Thank you to our partners at the Breckenridge Outdoor Education Center (BOEC) for their help in designing these projects.

The Reiling Dredge Trail was regraded and improved for wheelchair access from French Gulch Road to the historic Reiling Dredge.

Reiling Dredge ADA Trailhead

We are in the midst of constructing a wheelchair-friendly trail near the Griffith Lodge at Sawmill Reservoir to provide additional trail miles for those with mobility challenges.

Sawmill Reservoir Trailhead

Reiling Dredge Trail

A designated ADA parking area was installed on the south side of French Gulch Road for safe and better access to the Reiling Dredge.

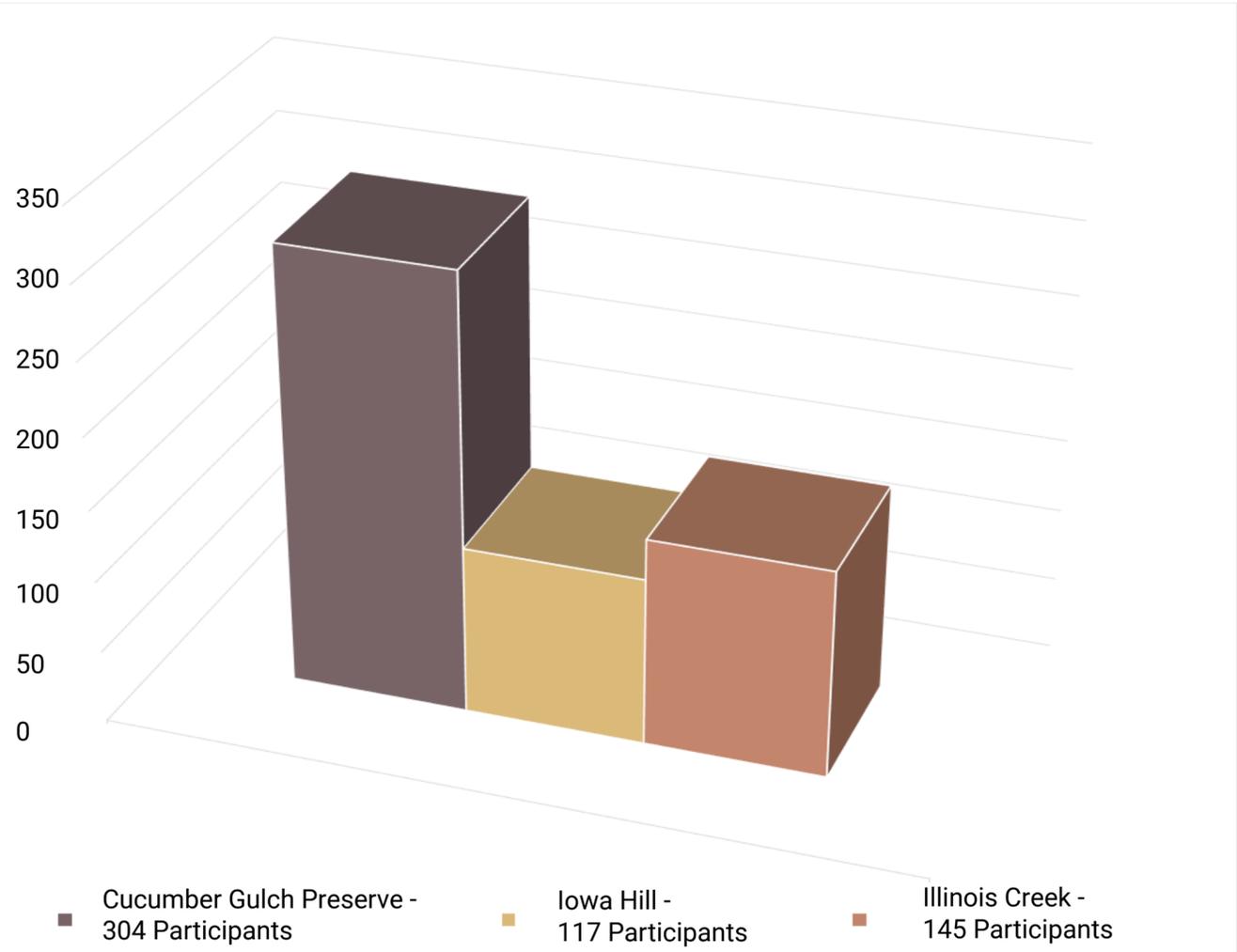
Sawmill Reservoir Trail

Two designated ADA parking spots will be added to the Sawmill Reservoir Trailhead in 2024 with a new trailhead kiosk. The trailhead serves the new wheelchair-friendly trail, 4 O'Clock Run, and the existing Sawmill Trail by the reservoir.

Environmental Education

During the busy summer and early fall seasons, OST Naturalists lead guided environmental education hikes and host interpretive stations that are free and open to all. Staff love to share in their knowledge of local flora, fauna, and ecosystems and host different themes for each hike and interpretive station. In moments of down time, staff serve as trail ambassadors, helping orient and engage trail users throughout the season.

2023 Guided Hike Participation



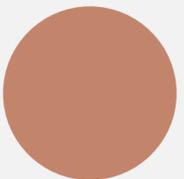
Demographics

In 2023, most participants of guided hikes were Summit County residents (45%) or Colorado residents (32%), while only (23%) of participants were out of state visitors.



Guided Hike Topics & Themes

OST Naturalists led hikes in Cucumber Gulch Preserve, Iowa Hill, and Illinois Creek on a variety of topics and themes, including natural history, wetlands, moose, wildflowers, mushrooms, and birds.



Naturalist Interpretive Stations

Staff created hands-on learning opportunities with interpretive stations and were available to answer questions about trails, wildlife, and etiquette. Weekly stations were visited by 397 people in June and 874 people in September.



Trail Ambassadors

During down time, OST Naturalists served as trail ambassadors. By monitoring trails and establishing a presence, the staff created educational opportunities, promoted trail etiquette, and encouraged Leave No Trace principles.

Friends of Breckenridge Trails

Volunteers from across the USA, Colorado, Summit County, and Breckenridge volunteered their time to assist in trail and stewardship projects on open space.

Volunteers build community, knowledge, and skills, learn about etiquette and work-related safety, as well as contribute to the construction and maintenance of trails and conservation of protected open space.



8 Events

including
a variety of
trail and
stewardship
events



**117
Volunteers**

585 total
volunteer
hours, valued
at \$18,603



**2 Work
Days**

devoted to
Frontcountry
trail
maintenance



10 Acres

of Open Space
treated for
removal of
invasive weeds



5,000 Feet

Buck & Rail
fencing
constructed



Stewardship



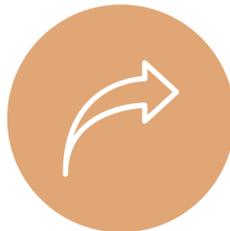


Cucumber Gulch Preserve

With its diversity of forested, meadow, shrubland, and wetland habitats, Cucumber Gulch Preserve is home to a diverse assemblage of species. The Preserve encompasses 139 acres total, including 57 acres of wetlands and 82 acres of upland. Several types of wetlands are present, including globally rare fens and ecologically valuable beaver meiers.

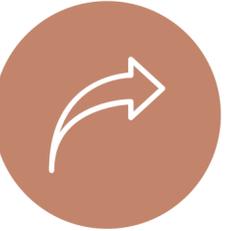
Cucumber Gulch Preserve has been monitored, researched, and studied extensively since the late 1990's when the Preserve was first protected. It is the crown jewel of the Open Space program.

Cucumber Gulch Preserve



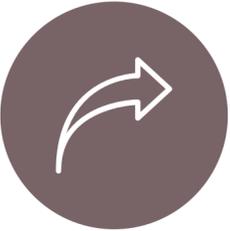
Monitoring of Beaver Populations

Beaver are a keystone species in the Preserve. Through biweekly monitoring, beavers were observed in the Upper, Middle, and Lower Gulch. In 2023, fewer beavers were observed than in previous 3 years. This is attributed to difficulty in observing beavers in all areas.



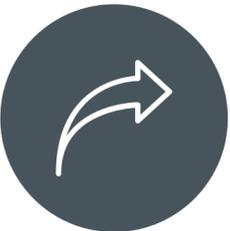
Groundwater & Wetlands Analysis

Wetlands are biodiversity hot spots supporting a disproportionately large number wildlife species. The extraordinary diversity of wetlands in the Preserve set it apart from any other area in the region. These rare fens, beaver meiers, and other wetlands include both surface and groundwater driven systems.



Monitoring of Avian Species

Over the past 17 years, avian diversity in the Preserve has shown a significant decline. However, species diversity has returned to an a more consistent average with previous years, especially in mixed conifer habitat. A larger number of Violet-green Swallows were recorded in 2023, which are particularly sensitive to anthropogenic activity.



Monitoring of Boreal Toad Populations

No boreal toads were observed in 2023. Staff partnered with the Denver Zoo Boreal Toad Conservation team to analyze habitat and conduct surveys for toads, utilizing a team of dedicated staff and volunteers who helped establish new boreal toad survey protocols.



Wildlife & Trail Camera Data Collection

There are nine cameras in total within the Preserve. Throughout the season, the cameras recorded 477 individuals, down from over 1,000 individuals in 2022. Twelve different wildlife species were recorded, including mule deer, moose, red fox, aquatic birds, raccoon, and muskrat.



©Anne Lowe



©Anne Lowe



©Anne Lowe

Land Management Activities

An important element of the Open Space program is the ongoing stewardship of our natural resources to maintain a resilient natural ecosystem in the face of increasing human pressure and climate volatility. Habitat protection, river and stream restorations, mine reclamation, forest health, and water quality are a critical components of stewardship.



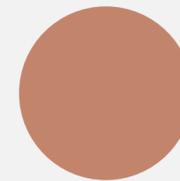
Forest Health

Staff partnered with the County, USFS, and CSFS on a forest health project on the Peabody Placer property and adjacent National Forest lands. Staff are also working to acquire permits in order to conduct pile burning operations in 2024.



Weed Control

In addition to hiring contractors to assist in weed control efforts on open space, staff and volunteers pulled a total of 500lbs of false chamomile throughout the summer season.



Monitoring and Management

Through monitoring and management efforts in open spaces with high visitor use, staff are engaged in restoration activities, such as harvesting and planting willow plugs, planting native seed, and installing protective fencing in sensitive areas.



River Restoration

Staff continue to partner with the County on the ongoing Swan River Restoration project, and with other Town staff on establishing vegetation along the newly restored Blue River north of Coyne Valley Road.



Historic Resources

Through property acquisitions and land management, the Open Space program protects public lands with historic resources. In 2023, the Town and County partnered with Breckenridge History to protect the Jessie Mill with a new roof designed to protect the historic wooden stamp mill from significant snow loads during winter months.

The Jessie Mill is located on jointly-owned Town and County land near the Gold Run/Peabody Trailhead on Gold Run Gulch Road.



Visitor Use Management

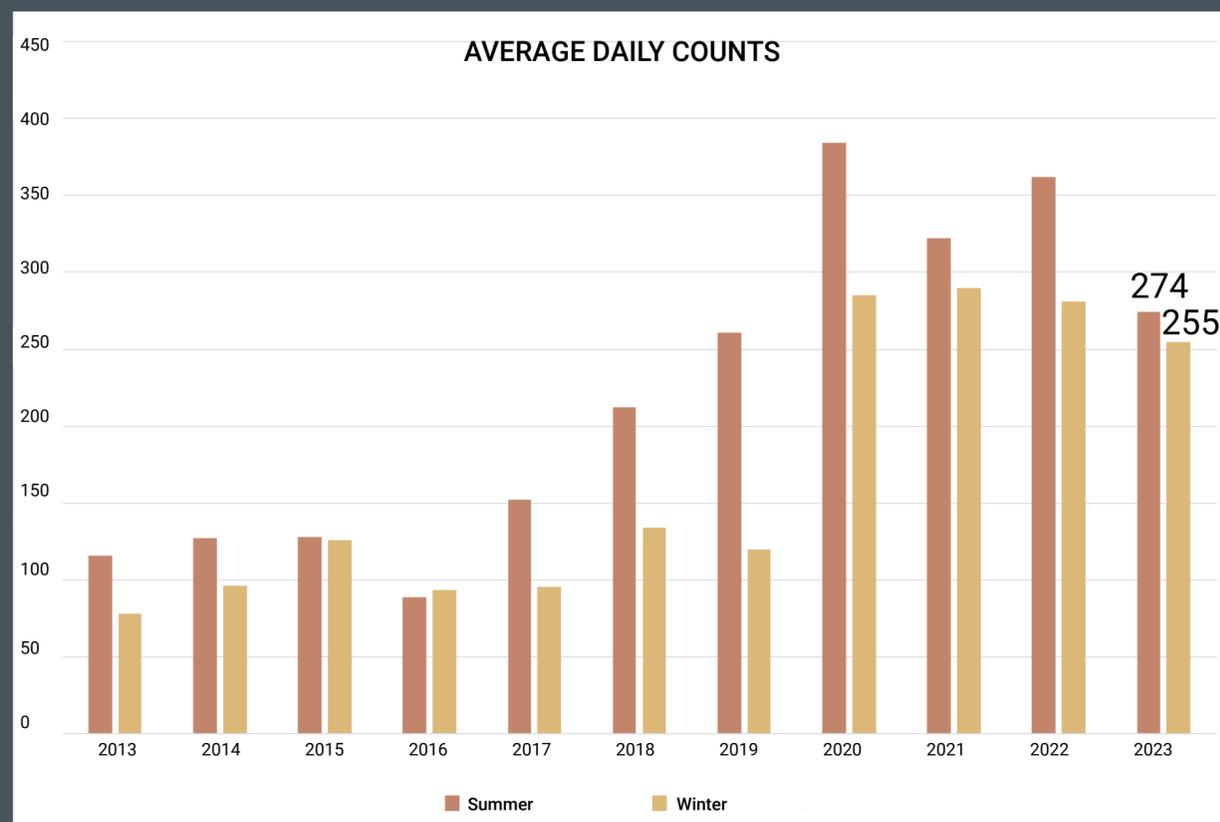
A large component of stewardship is managing visitor use on open spaces and trails. With a portfolio of 5,130 acres of open space lands and over 68 miles of singletrack trails, the Open Space program studies uses, trends, and patterns to help inform management and stewardship decisions.

Trail counters and cameras offer the best and most reliable sources of data.

Trail Counts on Popular Trails

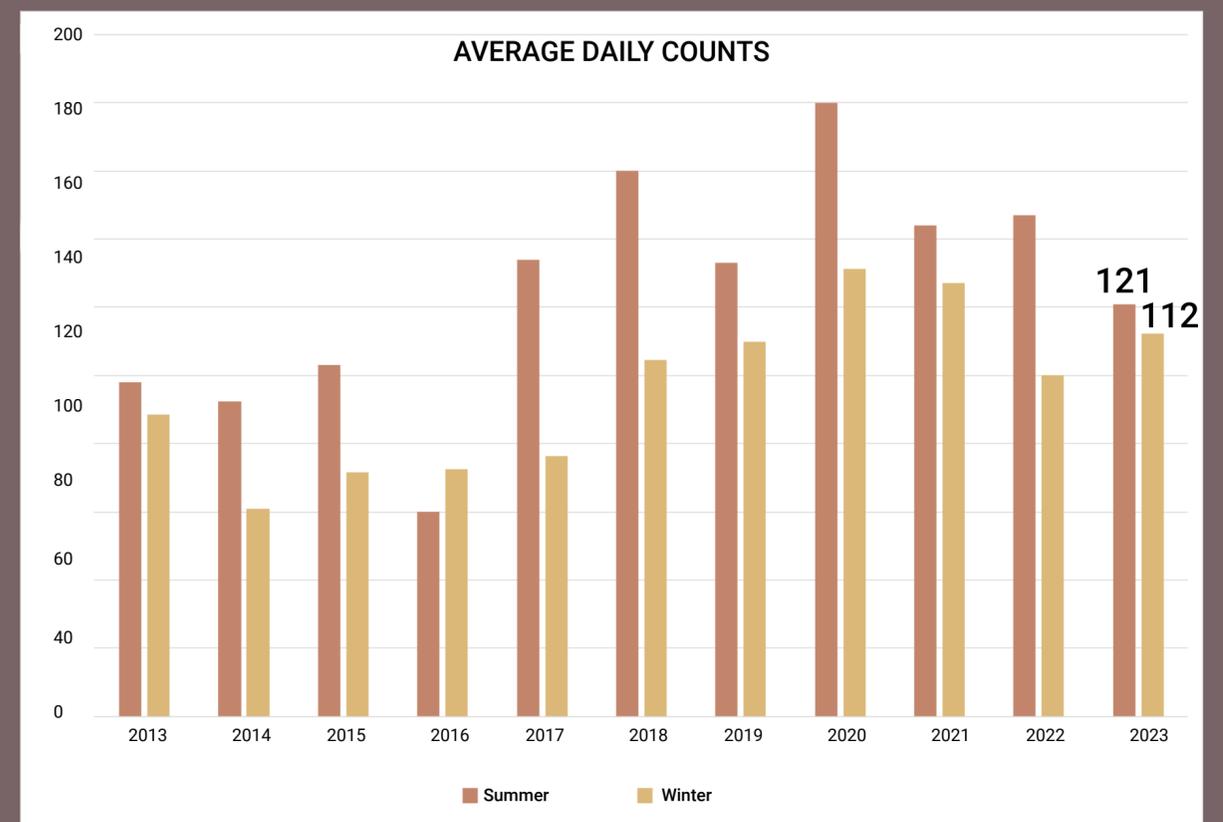
For the past 10-14 years, the Open Space program has set up trail counters and cameras to capture approximate numbers of people and types of trail users. Trail counters are imperfect. Breaking or tripping the beam cast by the counter will record one user or one detection. In some cases, people doing out and backs or loops on trails and ending back where they started will show up as two detections. Others doing through-connections may only trip the beam once. Trail counters have been known to fail or become tampered with, leaving gaps in the data. Trail cameras are used to manually determine the different types of trail users during the summer and winter seasons and also allow us to catch a glimpse of wildlife using trails.

B&B Trailhead



In 2023, the highest daily count was 1,023 in the summer and 535 in the winter, both on Saturdays.

Sallie Barber Trailhead



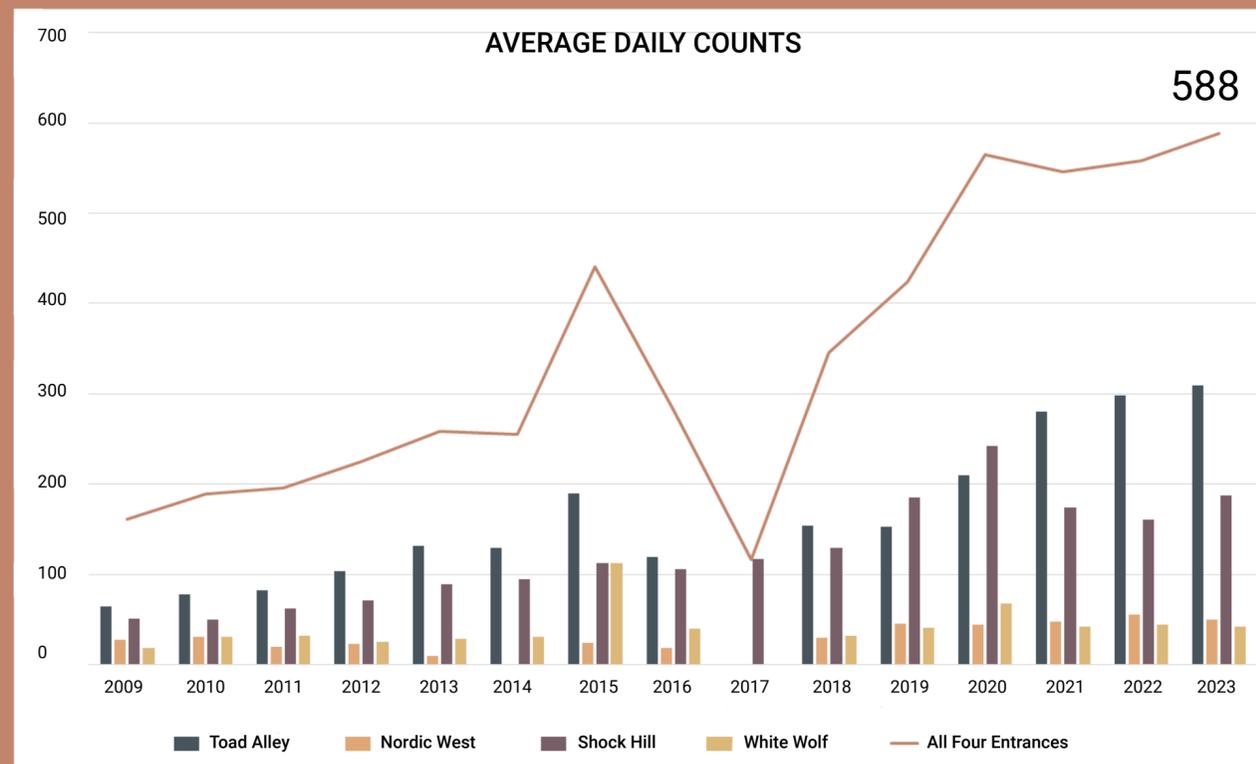
In 2023, the highest daily count was 945 in the summer during the Firecracker 50 race and 228 in the winter on a Saturday.

Seasonal Trail Counts

Trail counts and camera captures help Open Space staff allocate resources, ensuring that high use areas receive extra maintenance and attention.

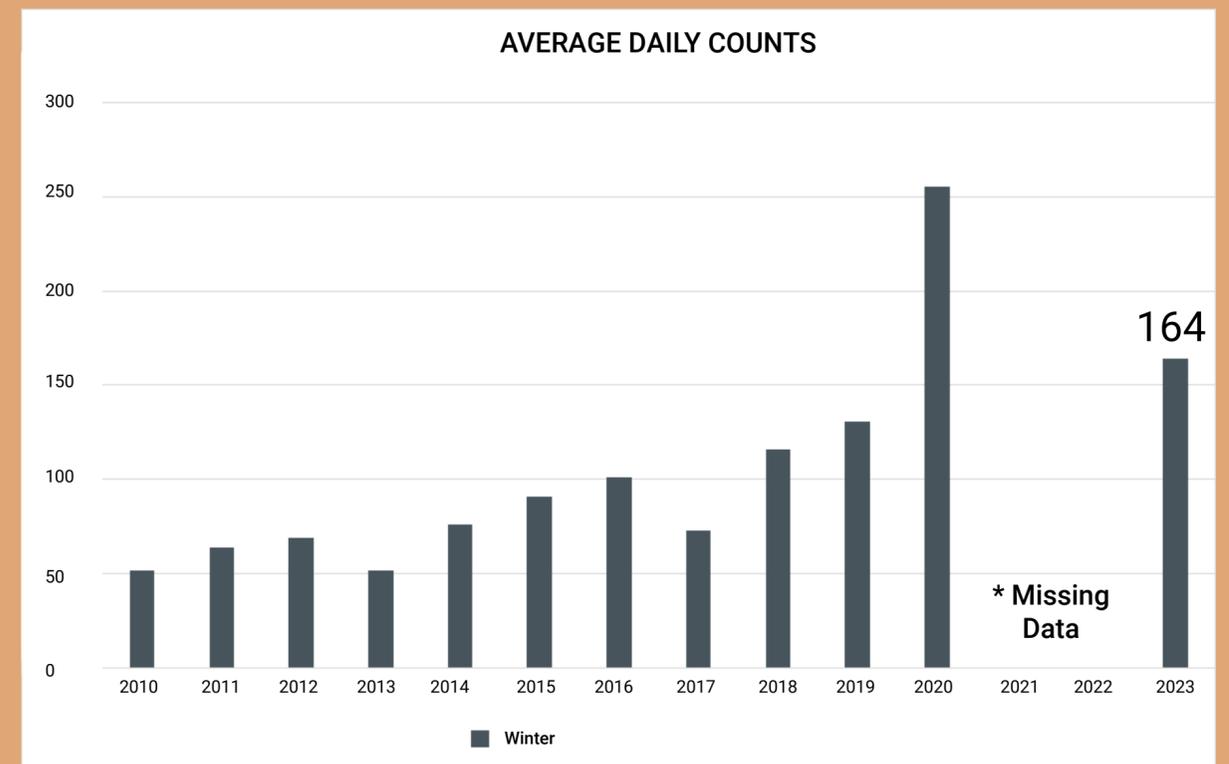
Additionally, staff are examining trailheads in a collaborative effort with the County, USFS, and other municipalities in the County to develop a toolbox for managing trailheads and determining the appropriate level of amenities, signage, and parking based on the management zone designation.

Cucumber Gulch Preserve Trailheads Summer Only



In 2023, the highest daily count was 606 on the Toad Alley Trail on a Sunday.

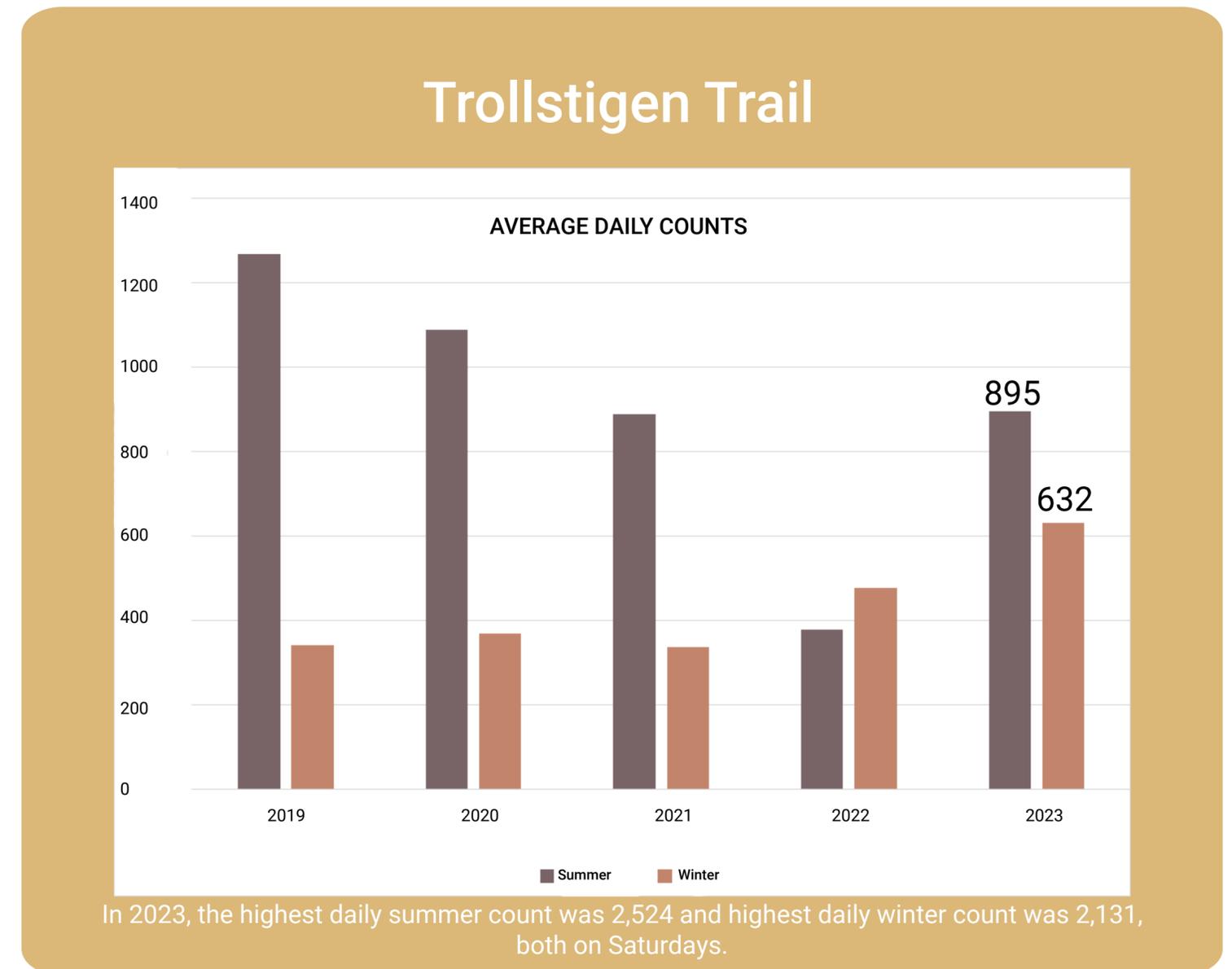
Gold Run/Peabody Trailhead Winter Only



In 2023, the highest daily count was 368 on a Wednesday in January.

Trollstigen Trail Counts

The Trollstigen Trail was completed in 2019 and is open year-round for hiking to the Isak Heartstone Troll installation. The trail is designed in a directional one-way flow to facilitate access, but because the trail is not maintained in winter months, the trail becomes out-and-back during inclement weather. This creates double detections on the trail counter during periods of heavy snow or ice.



Our Team



TOWN OF BRECKENRIDGE
OPEN SPACE & TRAILS

Staff

- Anne Lowe, OST Manager
- Alex Stach, OST Coordinator
- Tony Overlock, OST Operations Supervisor
- Joel Dukes, OST Operations Lead

- Lauren Sawyer, OST Naturalist
- Ella Garner, OST Naturalist
- Jenny McCarty, OST Tech
- Jason Guess, OST Tech
- Nathan Carlson, OST Tech
- Thomas Sweeney, OST Tech
- Gavin Griffin OST Tech
- Jake Barlow, OST Tech
- Zack Beamesderfer, OST Tech

- Mark Truckey, ComDev Director
- Julia Puester, ComDev Assistant Director

- Nugget Dukes, Canine Supervisor
- Clark Lowe, Canine Lead

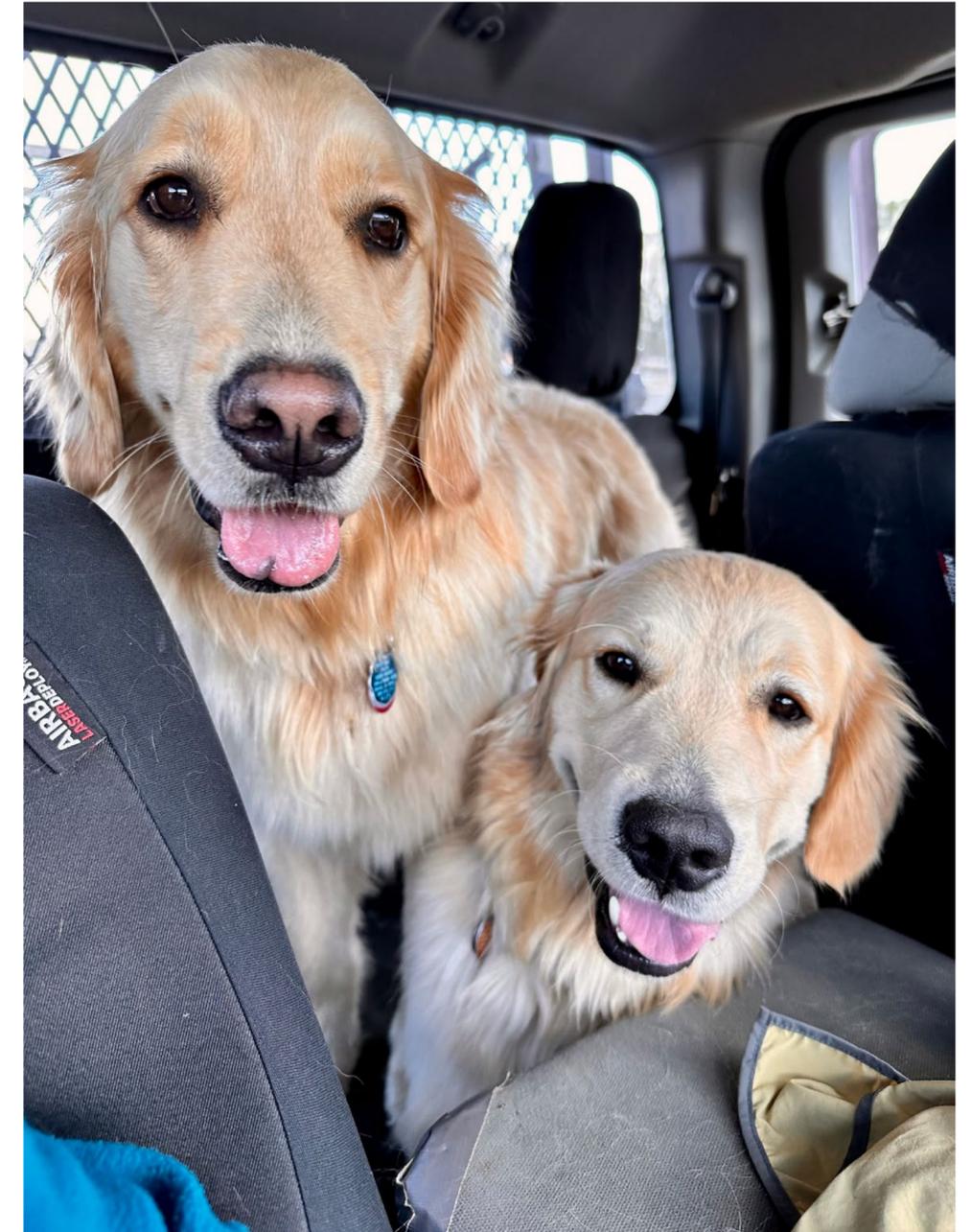
BOSAC

Breckenridge Open Space Advisory Commission

- Duke Barlow, Chair
- Chris Tennal, Vice-Chair
- Nikki LaRoche
- Bobbie Zanca
- David Rossi
- Krysten Joyce

Town Council

- Eric Mamula, Mayor
- Kelly Owens
- Dick Carleton
- Carol Saade
- Jay Beckerman
- Todd Rankin
- Jeffrey Bergeron, BOSAC liaison



Contact Us



Location

1760 Airport Road,
Unit A, Breckenridge



Website

www.townofbreckenridge.com



Phone

970.547.3116

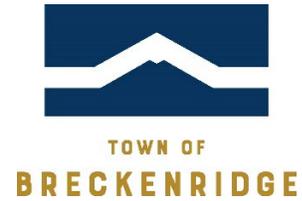
Project	Action	Master Plan Reference	Expected Completion	Partners
NEW TRAIL CONSTRUCTION & REALIGNMENTS				
New Trail: Name TBD	Construct new trail that will connect the Chantilly Trail to the Upper Flume/Mike’s Trail intersection. Provide valuable connection to French Gulch Trail system, improve user experience and overall circulation.	<u>Strategic Goal #2: Recreation</u> Strategic Initiatives: New Connection, System Wide Connectivity	Fall 2024	Summit County Open Space, USFS, CPW, One Track Mind Foundation, Rocky Mountain Youth Corps, Friends of Breckenridge Trails
Nightmare on Baldy Trail Realignment	Realign lower portion of trail to avoid fall line section of mining road.	<u>Strategic Goal #2: Recreation</u> Strategic Initiatives: Trail Plan & Design	Fall 2024	Summit County Open Space, Friends of Breckenridge Trails
River Trail Bridge Replacement: 45-foot pedestrian bridge	A hired contractor will replace the 45-foot pedestrian bridge (bouncy bridge) on the River Trail with a prefabricated bridge using the existing footprint.	<u>Strategic Goal #2: Recreation</u> Strategic Initiatives: Trail Plan & Design <u>Strategic Goal #3: Access & Inclusion</u> Strategic Initiatives: Trail Access, Accessibility	Fall 2024	Hired Contractor
Laurium Trailhead Assessment	Staff is working with a local civil engineer to perform a cost/disturbance assessment on three options to improve existing	Strategic Goal #2: Recreation Strategic Initiatives: Parking & Transit Access	Spring 2024	Summit County Open Space and Summit County Engineering, Road & Bridge

Project	Action	Master Plan Reference	Expected Completion	Partners
	trailhead. The three options include the existing trailhead, creating a new trailhead just east of the green gate, and creating a new trailhead south of the green gate.			
Copper Canyon Trail Planning	Assess property and boundaries for potential new trails. Provide valuable start to new connections on Baldy.	<u>Strategic Goal #2: Recreation</u> Strategic Initiatives: New Connection, System Wide Connectivity	Fall 2024	Summit County Open Space
ACCESSIBLE TRAIL IMPROVEMENTS				
Trollstigen Trail: Accessible Trail	Retrofit existing trail with crusher fines to accommodate users that are mobility impaired; add handrail to boardwalk and reduce plank spacing. Install new trailhead kiosk with user-based, accessibility information.	<u>Strategic Goal #3: Access & Inclusion</u> Strategic Initiatives: Trail Access, Communication, Accessibility	Fall 2024	Breckenridge Outdoor Education Center (BOEC)
Cucumber Gulch Preserve: Accessible Trail New Trailhead Kiosk	Retrofit existing accessible trail to accommodate users that are mobility impaired; regrade and install boardwalk/bridge over BNC pond. Trail will connect the Breckenridge Nordic Center to the avian interpretative site.	<u>Strategic Goal #3: Access & Inclusion</u> Strategic Initiatives: Trail Access, Communication, Accessibility	Fall 2024	

Project	Action	Master Plan Reference	Expected Completion	Partners
BOEC: Accessible Trail ADA Parking New Trailhead Kiosk	Create new wheelchair-friendly trail connecting the Sawmill Trailhead to Reservoir near Griffith Lodge. Add two additional parking spots to accommodate ADA parking. Install new trailhead kiosk with user-based, accessibility information.	<u>Strategic Goal #3: Access & Inclusion</u> Strategic Initiatives: Trail Access, Communication, Accessibility	Spring 2024	BOEC
Reiling Dredge Bridge: bump outs Reiling Dredge ADA Trailhead Kiosk	Construct two, 10'x20' bump outs on existing bridge to improve user circulation and provide safer passing and rest areas. Install new trailhead kiosk with user-based, accessibility information.	<u>Strategic Goal #3: Access & Inclusion</u> Strategic Initiatives: Trail Access, Communication, Accessibility	Spring 2024	Summit County Open Space BOEC
STEWARDSHIP PROJECTS				
Leave No Trace Gold Standard Site Designation	In order to be designated as a Leave No Trace Gold Standard Site, a location must meet the following criteria: Demonstrate successful implementation of Leave No Trace outdoor skills and ethics into management, programming, outreach and education efforts at the site.	<u>Strategic Goal #4: Stewardship</u> Strategic Initiatives: Habitat Protection, Management & Monitoring Challenges & Opportunities: High Use Areas Key Components:	Implement 2024 Apply 2025	Summit County Open Space, Breckenridge Tourism Office, Concessionaires

Project	Action	Master Plan Reference	Expected Completion	Partners
	<p>Formally train staff and community partners in Leave No Trace and outdoor ethics.</p> <p>Include Leave No Trace language and messaging on signs at trailheads, as well as in pamphlets and other distributed materials for visitors.</p> <p>Facilitate Leave No Trace interpretive programs, including naturalist talks, youth programs, and trail outings for visitors and volunteers.</p>	Communication - Etiquette & Education		
Keystone Drill	<p>Partnering with Breckenridge History to install the historic Keystone Drill and protective enclosure at the B&B Trailhead on the B&B interpretive trail.</p> <p>Staff will construct a wheelchair-friendly trail from B&B Trailhead to access viewing area.</p>	<p><u>Strategic Goal #1: Conservation</u></p> <p>Strategic Initiative: Cultural Values</p> <p><u>Strategic Goal #3: Access & Inclusion</u></p> <p>Strategic Initiative: Trail Access, Communication, Accessibility</p>	Summer 2024	Breckenridge History, Summit County Open Space
Friends of Breckenridge Trails	A series of volunteer events with a focus on new trail construction and maintenance, restoration of high use areas, and invasive weed removal.	<p><u>Strategic Goal #4: Stewardship</u></p> <p>Strategic Initiatives:</p>	Summer 2024	Summit County Open Space, Friends of Dillon Ranger District, Local business

Project	Action	Master Plan Reference	Expected Completion	Partners
		Habitat Protection, Trail Planning & Design		
Signage Workplan	Staff will work with contractor to improve signage, looking at: Best Management Practices, Inclusive/Dual language, Cleaning Clutter, and Improving Way Finding	<u>Strategic Goal #3: Access & Inclusion</u> Strategic Initiative: Communication Key Components: Communication (all)	Planning 2024 Implementing 2025	
Visitor Use Management	Trailhead, amenities, parking management strategies. Trailhead classification for needed amenities and infrastructure. Recommended trail loops with on the ground markers. Utilizing Freeride and Trolley to provide information to access trails.	<u>Strategic Goal #2: Recreation</u> Strategic Initiative: Parking & Transit Access Challenges & Opportunities: Trail/Trailhead Congestion <u>Strategic Goal #3: Access & Inclusion</u> Strategic Initiatives: Underserved Communities, Trail Access, Communication, Accessibility		Volpe Center, USFS, Summit County, municipalities in Summit County



Memo

To: Breckenridge Town Council Members
From: Helen Cospolich, Town Clerk
Date: 3/7/2024
Subject: Committee Reports

The following committee reports were submitted for this meeting:

- Summit Stage Advisory Board
- Breckenridge Social Equity Advisory Commission
- Police Advisory Committee

Committees*	Representative	Report Status
Summit Stage Advisory Board	Matt Hulsey	Included
Police Advisory Committee	Chief Jim Baird	Included
Recreation Advisory Committee	Molly Boyd	No Meeting/Report
Transit and Parking Advisory Committee	Matt Hulsey	No Meeting/Report
Liquor and Marijuana Licensing Authority	Tara Olson	No Meeting/Report
Breckenridge Social Equity Advisory Commission	Scott Reid	Included
Communications	Brooke Attebery	No Meeting/Report

**Note: Reports provided by the Mayor and Council Members are listed in the Council agenda.*

Summit Stage
February 28th, 2024
Transit Board Meeting

Notes from current meeting:

- Microtransit – The Stage Board agreed they are ready to issue an RFP to find a contractor that can assist in planning out the next steps of Microtransit in Summit County. This contractor will be tasked with recommending initial/pilot service areas, costs, and implementation strategy. The contractor will also be the service provider if the decision is made to begin the service. To be able to move and react quickly through this process, a small working group will be created to review the RFP and give advice as the program builds.
- The topic of an RTA (Regional Transit Authority) was mentioned more than once during the microtransit discussion. Due to this, Stage Staff made a recommendation to put out an RFP to find a consultant that can aid in understanding the potential benefits and abilities of creating an RTA in the area. The vote passed, but there were some doubts and board a few board members withheld their vote at this time.

Ridership:

- Total January 2024 fixed-route ridership was 150,532. A 18.0% decrease from January 2023 ridership of 183,549.
- Ridership changes by Route January 2023 vs. January 2024:

Route	% Difference (Gain / Loss)
Breckenridge - Frisco	-25.1%
Frisco - Silverthorne	-19.1%
Copper - Frisco	-4.5%
Keystone/Dillon/Silverthorne	-32.5%
SMF Breck - Keystone	-17.6%
SMF Keystone - ABasin	-24.5%
Boreas Pass Loop	-17.9%
Free Ride Purple Contract	-17.7%
Silverthorne Loop	0.9%
Wilderness Loop	-12.4%
Blue River Commuter	67.5%
Lake County Commuter	2.4%
Park County Commuter	20.7%
Total	-18.0%

- The Purple Contract shows as -17.7%. This is related to changing the route from an AM Purple A/PM Purple B, to dueling Purples all day. Prior to this year, the Stage was given all ridership for the Purple routes. This year, the Free Ride is recognizing the Purple A ridership and the Stage receives the Purple B ridership per the contract that is in place.



TRANSIT DEPARTMENT

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Frisco, CO 80443

SUMMIT COUNTY TRANSIT BOARD MEETING

Wednesday, January 31, 2024, 8:15 a.m.

SUMMARY MINUTES

I. CALL TO ORDER

The monthly meeting of the Summit County Transit Board on Wednesday, January 31, 2024, was called to order by Chair, Kent Willis at 8:15 a.m.

II. ROLL CALL

Board Members present and answered to the roll call were:

Kent Willis, Chair – Town of Frisco
Becky Bowers - Upper Blue Basin (At Large Member)
Tony Camarata – Arapahoe Basin Ski Resort
Candace De - Ten Mile Basin (At Large Member)
Katrina Doerfler (remotely) - Lower Blue Basin (At Large Member)
Cindi Gillespie – Copper Mountain Ski Resort
Kyle Hendricks – Town of Dillon
Scott Hoffman (remotely) – Summit County
Matt Hulsey – Town of Breckenridge
Susan Juergensmeier – Snake River Basin (At Large Member)
Eric Mamula – Summit County
Ted Pilling – Town of Blue River
Chelsea Roth (remotely) – Breckenridge Ski Resort
Scott Verlinde – Keystone Ski Resort

Guests present: Miriam Garcia and Yerania Reynoso, Mountain Dreamers; Tom Koehler, (remotely) Silverthorne; Jason Miller, (remotely) Senior Associate, Fehr & Peers; Steve Swanson, Silverthorne; Kelly Smith and Sara Broughton, Summit After Prom Committee.

Staff present were as follows: Alex Soto, Operations Manager; Tracy Colvin, Administrator; Ann Findley, Planner; George Zachos, Shift Supervisor and Vivian Pershing, Admin.

III. APPROVAL OF MINUTES AND AGENDA

The minutes from the December 6, 2023, Summit County Transit monthly meeting and January 31, 2024, meeting agenda was reviewed. Katrina Doerfler moved the meeting minutes be amended about the recommendation process and information shared with the BOCC that led to the approval of 30-minute weekend Frisco-Copper service for winter schedule. Matt Hulsey seconded. Susan Juergensmeier moved to approve the minutes as amended, second by Kyle Hendricks. Matt Hulsey moved to approve the agenda, seconded by Tony Camarata. Motions carried.

IV. RECOGNITION OF GUESTS AND PUBLIC COMMENTS

Guests were welcomed. Kelly Smith and Sara Broughton of the Summit After Prom Committee requested one small bus and driver for service from Silverthorne Pavilion to the Frisco Senior Center between 10:30pm and 1:45am on April 27 similar to last year. Tony Camarata moved to provide the service, second by Scott Verlinde. Motion carried. Candace De was welcomed as the Tenmile Planning Basin

Representative.

V. AGENDA ITEMS

A. Microtransit Study Update

Jason Miller of Fehrs and Peers presented the micro-transit feasibility study assessing goals of the study in servicing the first/last mile defining them into zones, to possibly expand current operating areas within county limits, and results of engaging the public through stakeholder meetings, social media and surveys. The scope has been to provide services to write and apply for suitable funding to hire a company to operate a county system. Board input was regarding the economic perspective on focusing resources, service hours related to shoulder seasons and ridership density. The rough timeline would have the study complete by March and hire an operating company to start up by Fall of 2024.

B. Capital Projects Update

Project photos were reviewed of the Little Beaver Trail housing renovation. The Services Agreement, scope of work and timetable for shuttle service to the Swan Meadow Village area were presented.

VI. MONTHLY UPDATE ITEMS

A. Financial Report and Latest Sales Tax Information

The Transit Financial Summary, Sales Tax Data and Budget Report was reviewed in detail, regarding current revenue, labor, administration/office, capital and fleet replacement, operation and maintenance, safety, training and recognition along with beginning and ending fund balances. A budget statement of current and previous year operating revenue and expenses for expended year-to-date to November 30, 2023 and available budget percentages were given. Financial Report was approved.

B. Operations and Maintenance Report

Alex Soto discussed the Transit Operations Summary in detail, focusing on current fixed-route passenger counts, and ridership changes by route, comparing fixed route hourly service in 2022 to hourly service in 2023 with a decrease in December 2023, primarily Keystone/Dillon/Silverthorne and Breckenridge/Frisco routes. She noted increases in Blue River and Park County Commuter routes. Guests per hour were 31-38 for Town-to-Town routes, 23 average for Town-to-Resort routes, 16-25 for Residential routes and 13 average for Commuter routes. Ms. Soto discussed bus operator staffing, training, recruiting efforts, and safety metrics. She reviewed maintenance technician staffing, work orders, bus and para transit availability, in and out of contract availability percentages, warranty issues, road calls, costs, preventative maintenance, bus performance (bus mileage and age), parts availability and budget impact. The Operations and Maintenance Report was approved unanimously by the board present.

C. Transit Planning Update

Ann Findley discussed plans are underway for the summer schedule to start in April.

Adjournment The meeting was adjourned at 9:45 a.m.



TRANSIT DEPARTMENT

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Frisco, CO 80443

AGENDA

Summit County Transit Board Meeting

8:15am Wednesday, February 28th 2024

In Person at the Senior Center, Loveland Room, 83 Nancy's Place, Frisco, CO 80443

Breakfast Items Provided

I. Welcome and Introductions

II. Approval of Minutes Motion ___ 2nd ___ Approved ___ Rejected ___

III. Agenda Changes Motion ___ 2nd ___ Approved ___ Rejected ___

IV. Recognition of Guests and Public Comment

V. Monthly Update Items

- a. Financial Report, 20-Year Outlook and Sales Tax Information (Chris Lubbers) 3 minutes
- b. Operations Report (Alex Soto) 3 minutes
- c. Planning Update (Ann Findley) 3 minutes

VI. Agenda Items

- a. Microtransit Planning Discussion 45 minutes
 - i. Staff requests feedback from the Transit Board as they craft a Request for Proposals to solicit microtransit contractors. Input on the following questions is requested:
 1. Assuming microtransit is viable, is it prudent to move forward with implementation?
 2. Is it necessary to target fixed routes first, or can we target microtransit simultaneously?
 3. Which microtransit zones should be staged first?
 4. Can an RFP be published immediately or in future years?

VII. Adjournment Motion ___ 2nd ___ Approved ___ Rejected ___

Summit Stage Operations Report
February 28, 2024, Transit Board Meeting

Operations Summary

- ❖ We have 3 drivers in training
- ❖ We have another 2 drivers in the hiring pipeline
- ❖ Due to Training we have about 12 overtime shifts per week
- ❖ Summer schedule is set and consists of 57 fulltime shifts and 1 piece of work
- ❖ That means:
 - We require another 7 drivers to cover all summer shifts, vacation, sick, STD, W/C, and FMLA
- ❖ We have 3 people currently on FMLA
- ❖ We are down 2 dispatchers and a leaving 6 people to cover shifts usually covered by 8
 - We are using 1 driver and 1 Shift Supervisor to cover those shifts
- ❖ Tablets have arrived to replace DoubleMap with TransLoc as our new transit application and we are awaiting a tech from TransLoc for installation

- ❖ Three 40' Gilligs have been delivered and are in service
- ❖ We have taken possession of 5 used 40' Gilligs
 - Radios went into all of these buses this week
 - Awaiting TransLoc Tablet installation
 - Awaiting Zonar installation on 4 of the used 40' Gilligs
 - Shop hasn't been able to do any electronics installation due to lack of mechanics

- ❖ Over the past year, since February of 2023, we have hired 21 drivers
 - Only 2 drivers have left
 - Accidents are up slightly due to the number of new drivers

SHOP REPORT

- ❖ Currently short staffed at 7 mechanics; needs two more to be minimally staffed
 - That means the shop is short a quarter of their mechanics
 - This shortage of has been the average shortage of mechanics for the last two years
- ❖ All PMs done for January 2024
- ❖ Proterra availability 21%
- ❖ All bus availability 76%, targeting 85% to 90% according to contract

SUMMIT STAGE METRICS: ACCIDENTS					
YEARS	2019	2020	2021	2022	2023
PREVENTABLE	15	13	6	9	15
NON-PREVENTABLE	10	10	1	5	1
TOTAL MILES DRIVEN	1,279,558	986,024	1,215,200	1,292,636	1,118,300
PREVENTABLE ACCIDENT RATE PER MILE	0.0000117	0.0000132	0.0000049	0.0000069	0.0000134
PREVENTABLE ACCIDENT RATE PER 100,000 MILES	1.17	1.31	0.49	0.69	1.34

Summit Stage Ridership

Fixed Routes

	January 2023 and 2024 Compared							% change 2023 to 2024	January 2023 and 2024 Y-T-D					
	2023			2024			2023			2024				
	Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour	Guests		Hours	Guests/Hour	Guests	Hours	Guests/Hour	
Town-To-Town Routes:	<i>T-T std. = 22</i>			<i>T-T std. = 22</i>				<i>T-T std. = 22</i>			<i>T-T std. = 22</i>			
Breckenridge-Frisco	36,627	785.3	46.6	27,447	808.6	33.9	-25.1%	36,627	785.3	46.6	27,447	808.6	33.9	
Frisco-Silverthorne	22,592	480.5	47.0	18,276	496.0	36.8	-19.1%	22,592	480.5	47.0	18,276	496.0	36.8	
<i>Swan Mtn. Express</i>	0	0.0	n/a	662	36.2	n/a	n/a	0	0.0	n/a	662	36.2	n/a	
T-T Subtotal	59,219	1265.8	46.8	46,385	1340.8	34.6		59,219	1,265.8	46.8	46,385	1,340.8	34.6	
Town-To-Resort Routes:	<i>T-R std. = 22</i>			<i>T-R std. = 22</i>				<i>T-R std. = 22</i>			<i>T-R std. = 22</i>			
Copper Mountain-Frisco	21,831	542.5	40.2	20,849	699.5	29.8	-4.5%	21,831	542.5	40.2	20,849	699.5	29.8	
Keystone/Dillon/Silverthorne	44,317	741.8	59.7	29,921	850.3	35.2	-32.5%	44,317	741.8	59.7	29,921	850.3	35.2	
SMF: Breck-Key	5,621	483.1	11.6	4,629	439.2	10.5	-17.6%	5,621	483.1	11.6	4,629	439.2	10.5	
SMF:Key-ABasin	1,856	198.9	9.3	1,402	198.9	7.0	-24.5%	1,856	198.9	9.3	1,402	198.9	7.0	
SMF Total	7,477	682.0	11.0	6,031	638.1	9.5	-19.3%	7,477	682.0	11.0	6,031	638.1	9.5	
T-R Subtotal	73,625	1966.3	37.4	56,801	2187.9	26.0		73,625	1,966.3	37.4	56,801	2,187.9	26.0	
Residential Routes:	<i>Res std. = 14</i>			<i>Res std. = 14</i>				<i>Res std. = 14</i>			<i>Res std. = 14</i>			
Boreas Pass Loop	14,272	351.3	40.6	11,718	392.7	29.8	-17.9%	14,272	351.3	40.6	11,718	392.7	29.8	
Purple (Free Ride contract)	12,909	542.5	23.8	10,628	542.5	19.6	-17.7%	12,909	542.5	23.8	10,628	542.5	19.6	
Silverthorne Loop	6,306	287.7	21.9	6,365	303.2	21.0	0.9%	6,306	287.7	21.9	6,365	303.2	21.0	
Wilderness Loop	8,395	294.5	28.5	7,358	294.5	25.0	-12.4%	8,395	294.5	28.5	7,358	294.5	25.0	
Res Subtotal	41,882	1476.0	28.4	36,069	1532.9	23.5		41,882	1,476.0	28.4	36,069	1,532.9	23.5	
Commuter Routes:	<i>Com std. = 10</i>			<i>Com std. = 10</i>				<i>Com std. = 10</i>			<i>Com std. = 10</i>			
Blue River Commuter	2,105	83.7	25.1	3,526	67.2	52.5	67.5%	2,105	83.7	25.1	3,526	67.2	52.5	
Lake County Commuter	3,147	260.4	12.1	3,221	390.6	8.2	2.4%	3,147	260.4	12.1	3,221	390.6	8.2	
Park County Commuter	3,419	105.5	32.4	4,128	254.2	16.2	20.7%	3,419	105.5	32.4	4,128	254.2	16.2	
Com Subtotal	8,671	449.6	19.3	10,875	712.0	15.3		8,671	449.6	19.3	10,875	712.0	15.3	
Misc. Fixed Route Subtotal	152	0.0	n/a	402	0.0	n/a		152	0.0	n/a	402	0.0	n/a	
FIXED ROUTE TOTALS	183,549	5,157.7	35.6	150,532	5773.6	26.1	-18.0%	183,549	5,157.7	35.6	150,532	5,773.6	26.1	

Mountain Mobility/Para Transit

	January 2023 and 2024 Compared							% change	January 2023 and 2024 Y-T-D					
	2023			2024			2023			2024				
	Guests	Hours	Guests/Hour	Guests	Hours	Guests/Hour	Guests		Hours	Guests/Hour	Guests	Hours	Guests/Hour	
PARATRANSIT TOTALS	376	342.5	1.1	385	396.0	1.0	2.4%	376	342.5	1.1	385	396.0	1.0	
GRAND TOTAL	183,925	5,500.2	33.4	150,917	6,169.6	24.5		183,925	5,500.2	33.4	150,917	6,169.6	24.5	

CDOT Quarterly Report Data	Fixed Route	139,255	5061.6
	Commuter	10,875	712.0

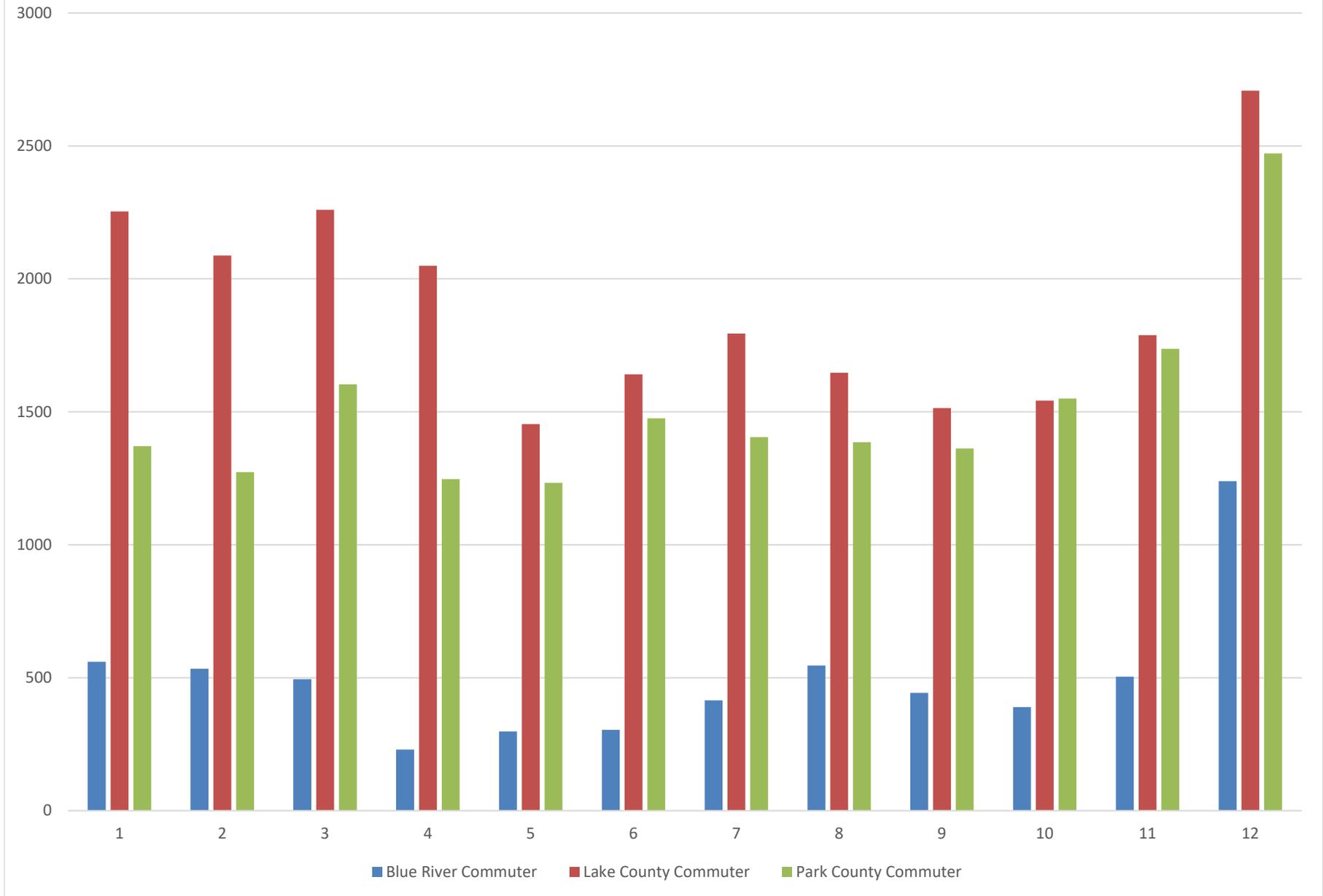
Summit Stage Ridership

Monthly Riders:	January	February	March	April	May	June	July	August	September	October	November	December
Town to Town Routes												
Breckenridge-Frisco	27,447	10	10	10	10	10	10	10	10	10	10	10
Frisco-Silverthorne	18,276	10	10	10	10	10	10	10	10	10	10	10
<i>Swan Mtn. Express</i>	662	10	10	10	10	10	10	10	10	10	10	10
Town to Resort Routes												
Copper Mountain-Frisco	20,849	10	10	10	10	10	10	10	10	10	10	10
Keystone-Silverthorne	29,921	10	10	10	10	10	10	10	10	10	10	10
SMF: Breck-Key	4,629	10	10	10	10	10	10	10	10	10	10	10
SMF: Key-Abasin	1,402	10	10	10	10	10	10	10	10	10	10	10
SMF Total	6,031	20	20	20	20	20	20	20	20	20	20	20
Residential Routes												
Boreas Pass Loop	11,718	10	10	10	10	10	10	10	10	10	10	10
Purple (Free Ride contract)	10,628	10	10	10	10	10	10	10	10	10	10	10
Silverthorne Loop	6,365	10	10	10	10	10	10	10	10	10	10	10
Wildernest Loop	7,358	10	10	10	10	10	10	10	10	10	10	10
Commuter												
Blue River Commuter	3,526	10	10	10	10	10	10	10	10	10	10	10
Lake County Commuter	3,221	10	10	10	10	10	10	10	10	10	10	10
Park County Commuter	4,128	10	10	10	10	10	10	10	10	10	10	10
Misc. Fixed Route	402	0	0	0	0	0	0	0	0	0	0	0
Paratransit	385	10										

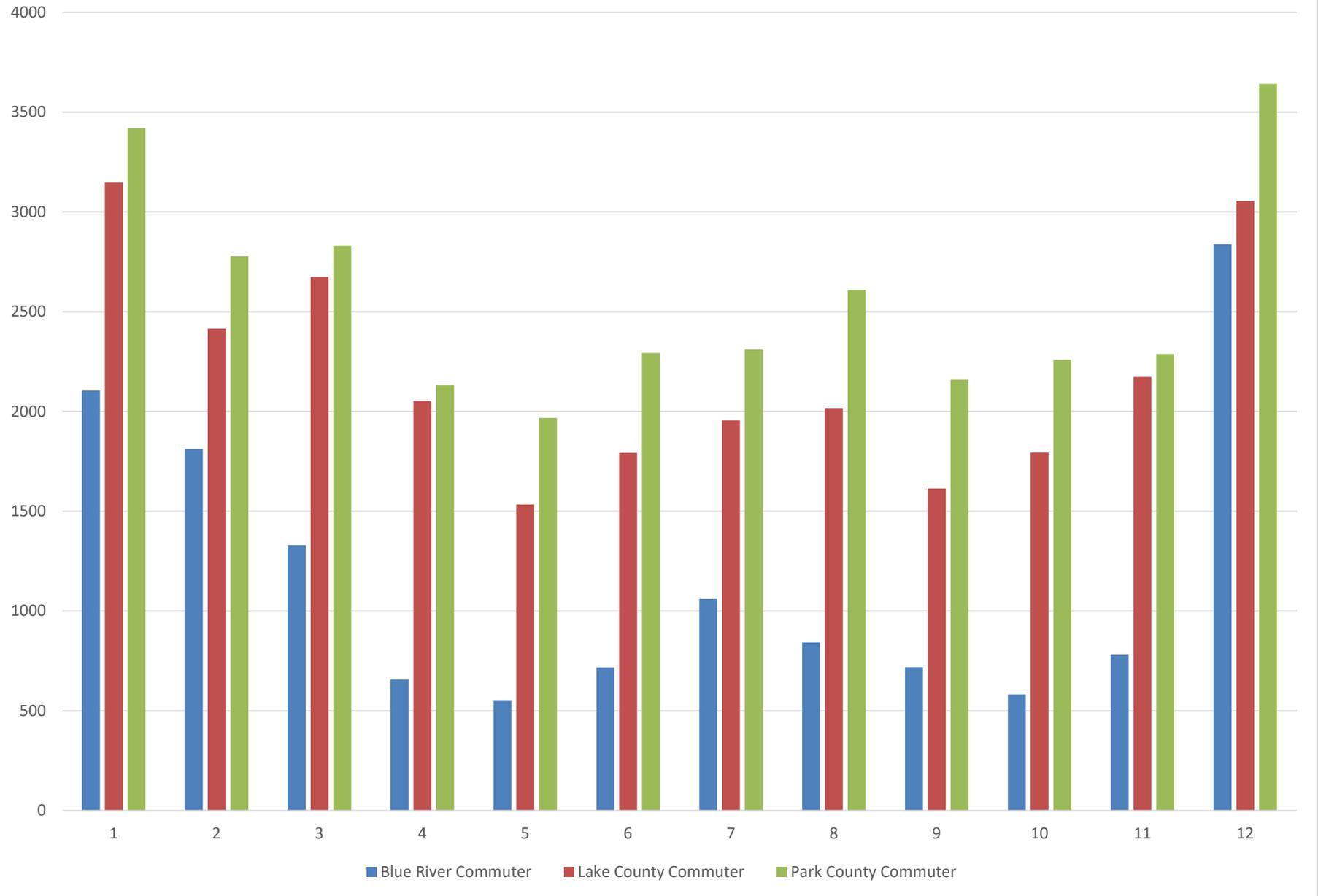
Year to Date Riders:	February	March	April	May	June	July	August	September	October	November	December
Town to Town Routes											
Breckenridge-Frisco	27,457	27,467	27,477	27,487	27,497	27,507	27,517	27,527	27,537	27,547	27,557
Frisco - Silverthorne	18,286	18,296	18,306	18,316	18,326	18,336	18,346	18,356	18,366	18,376	18,386
<i>Swan Mtn. Express</i>	672	682	692	702	712	722	732	742	752	762	772
Town to Resort Routes											
Copper Mountain-Frisco	20,859	20,869	20,879	20,889	20,899	20,909	20,919	20,929	20,939	20,949	20,959
Keystone-Silverthorne	29,931	29,941	29,951	29,961	29,971	29,981	29,991	30,001	30,011	30,021	30,031
SMF: Breck-Key	4,639	4,649	4,659	4,669	4,679	4,689	4,699	4,709	4,719	4,729	4,739
SMF: Key-Abasin	1,412	1,422	1,432	1,442	1,452	1,462	1,472	1,482	1,492	1,502	1,512
SMF Total	6,051	6,071	6,091	6,111	6,131	6,151	6,171	6,191	6,211	6,231	6,251
Residential Routes											
Boreas Pass Loop	11,728	11,738	11,748	11,758	11,768	11,778	11,788	11,798	11,808	11,818	11,828
Purple (Free Ride contract)	10,638	10,648	10,658	10,668	10,678	10,688	10,698	10,708	10,718	10,728	10,738
Silverthorne Loop	6,375	6,385	6,395	6,405	6,415	6,425	6,435	6,445	6,455	6,465	6,475
Wildernest Loop	7,368	7,378	7,388	7,398	7,408	7,418	7,428	7,438	7,448	7,458	7,468
Commuter											
Blue River Commuter	3,536	3,546	3,556	3,566	3,576	3,586	3,596	3,606	3,616	3,626	3,636
Lake County Commuter	3,231	3,241	3,251	3,261	3,271	3,281	3,291	3,301	3,311	3,321	3,331
Park County Commuter	4,138	4,148	4,158	4,168	4,178	4,188	4,198	4,208	4,218	4,228	4,238
Misc. Fixed Route	402	402	402	402	402	402	402	402	402	402	402
Paratransit	395	405	415	425	435	445	455	465	475	485	495
											2023 Total Riders
											152,567

Misc Fixed Route Jan - ice sculptures; April & May school kids to Silco; June BBQ

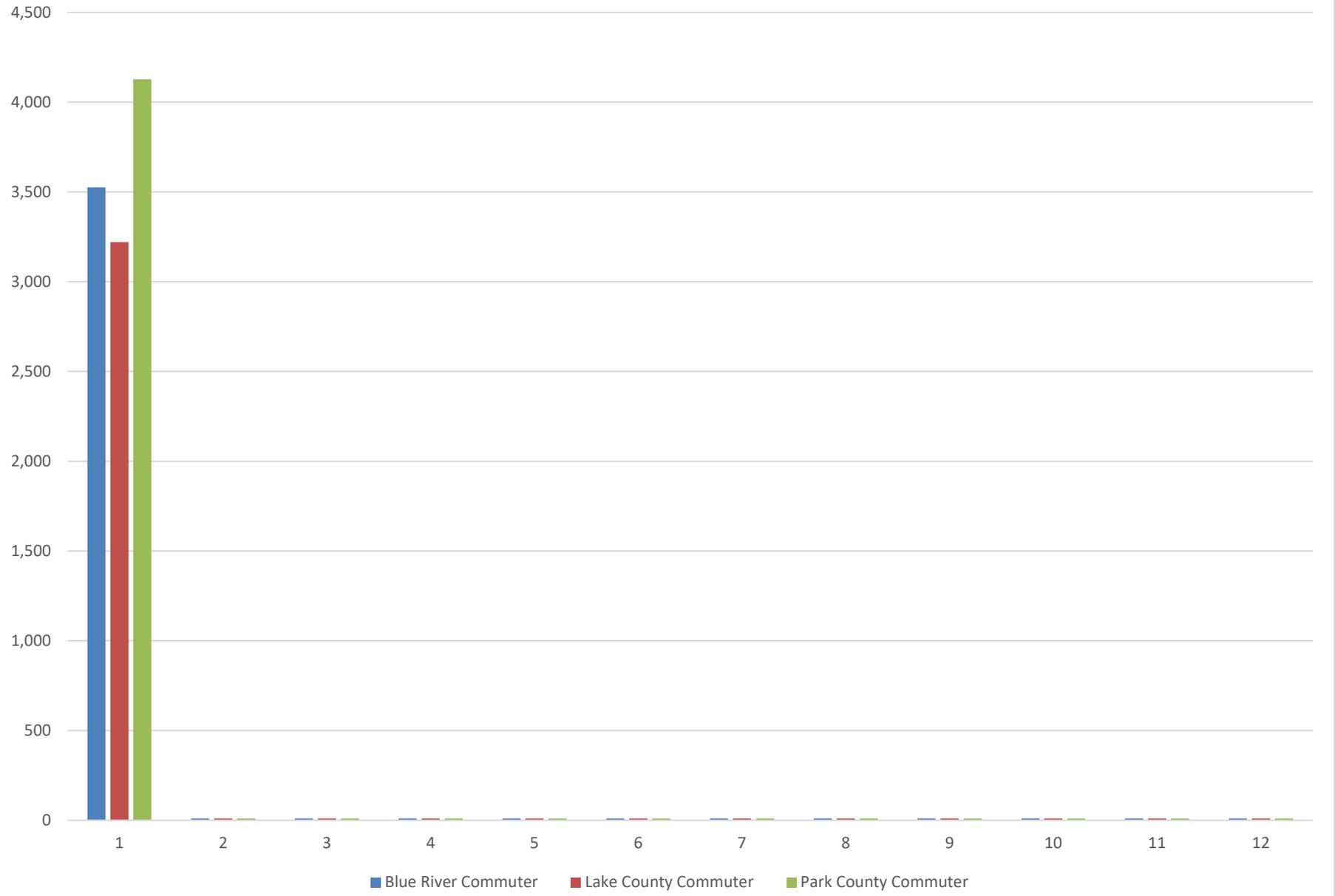
Lake County, Blue River & Park County 2022



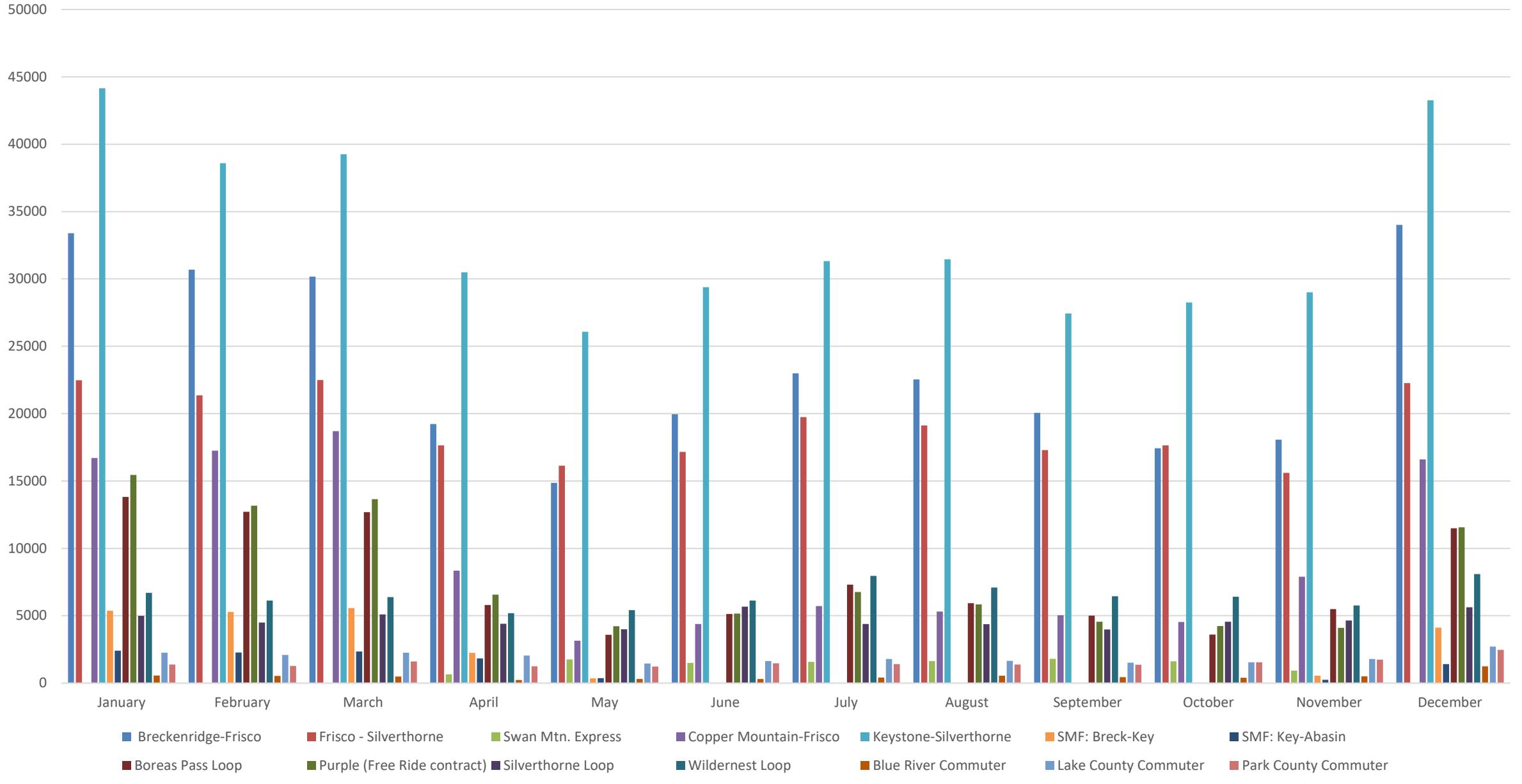
Lake County, Blue River & Park County 2023



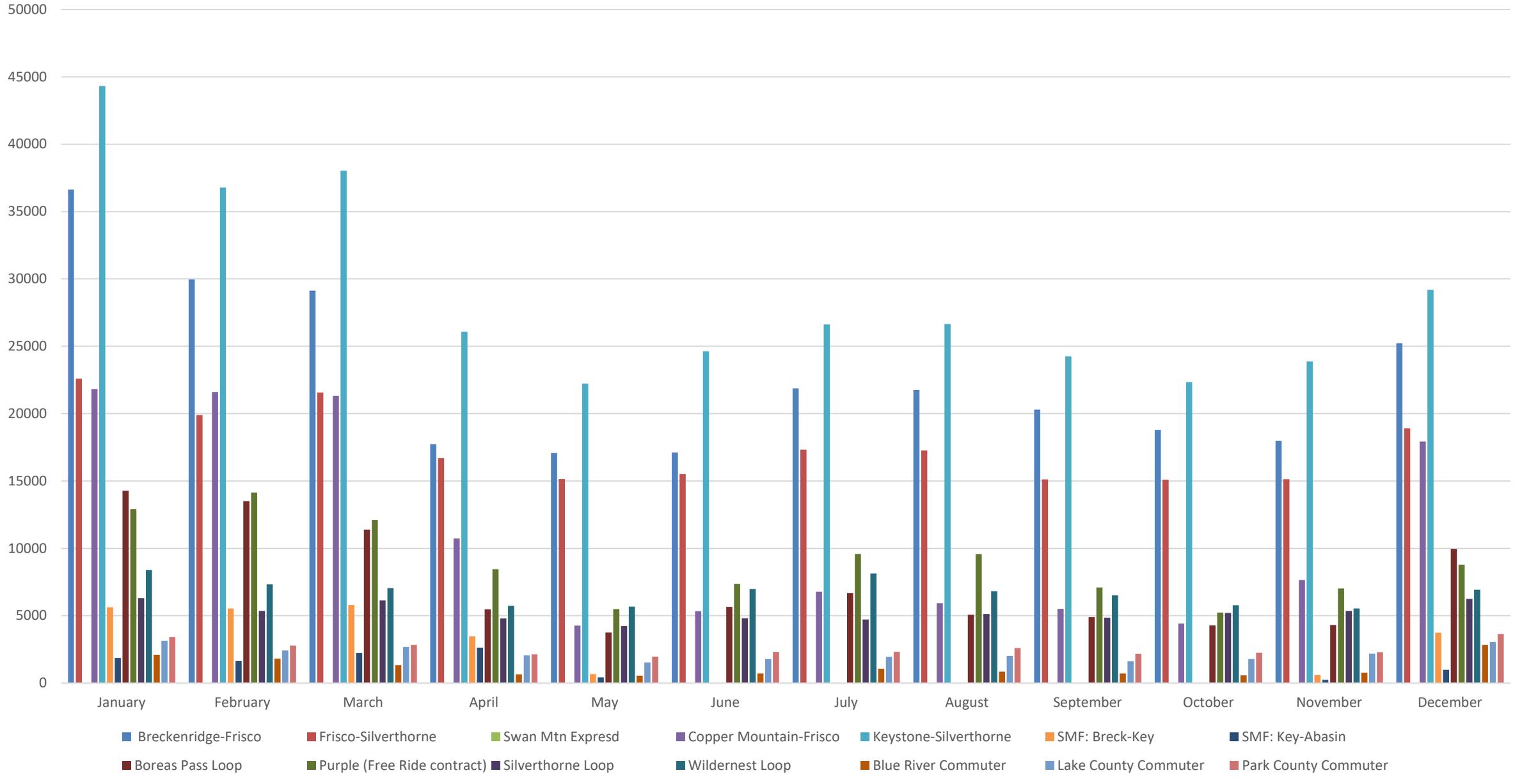
Lake County, Blue River & Park County 2024



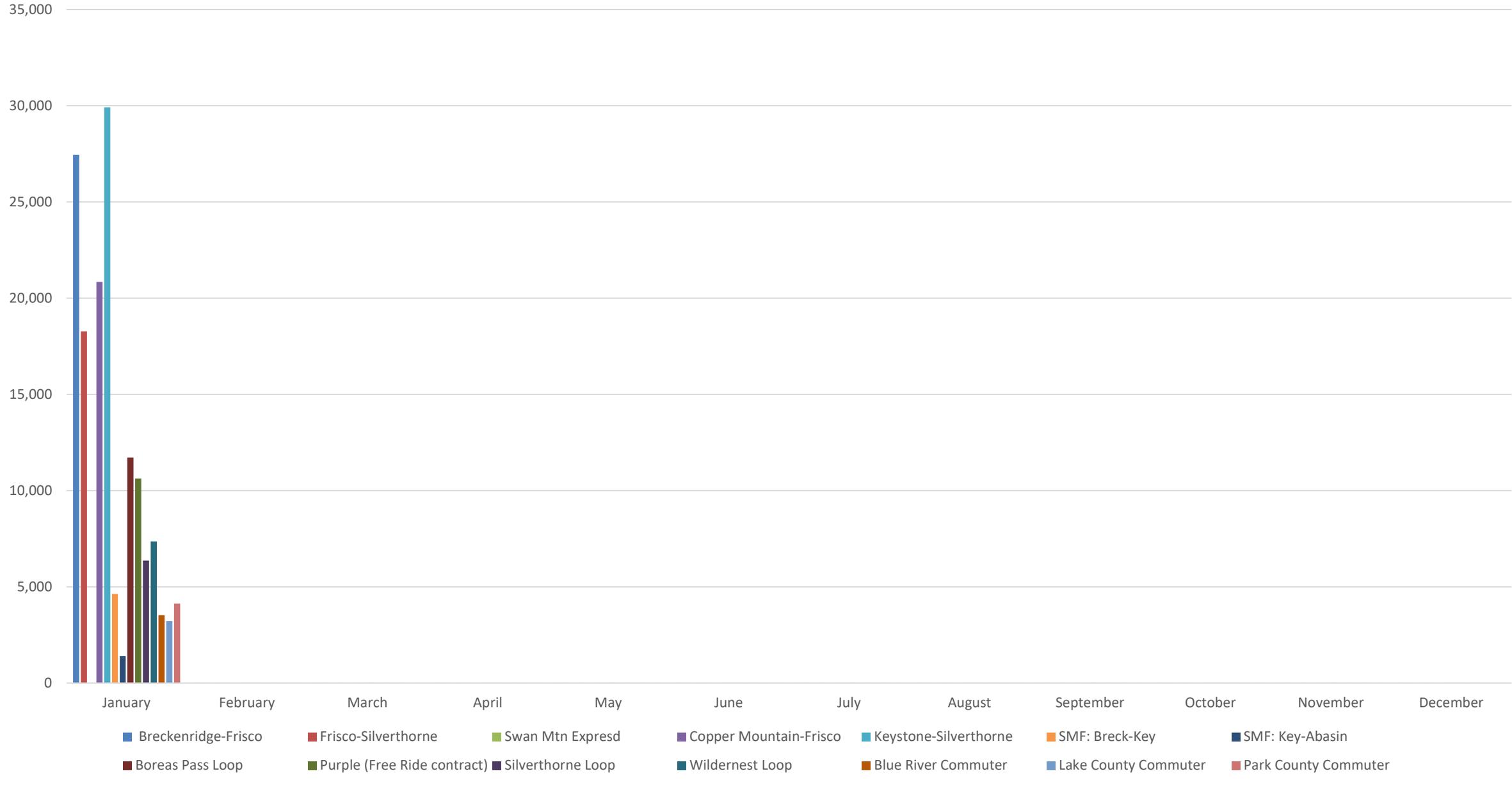
Monthly Comparison 2022



Monthly Comparison 2023



Monthly Comparison 2024

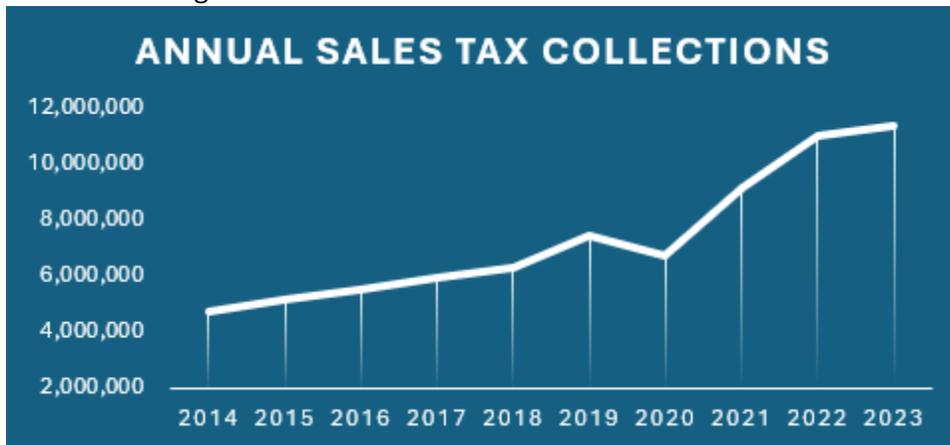


Sales Tax Report, December 2023

Good afternoon all, we are pleased to release the final 2023 data for December and annual sales tax collections. As we all know, the holiday season is typically one of the busiest times in the county, and December's collection are typically on par with or even exceeding the Spring months. The slow start to winter and limited terrain openings at the ski areas due to below average snowfall did temper our expectations for economic activity within the county for December. Beyond snow conditions, timing of the holidays on weekends may shorten visitors' stays within the county. The data does seem to support a slowdown compared to December 2022.

Sales tax collections for the month were down 13.9% compared to 2022; despite this, year to date 2023 collections did end up exceeding last year by 3.5%. The monthly decrease is mainly attributable to a decrease in short term rentals, restaurants, and retail tax collections. We also experienced a large dip in construction tax collections in December compared to 2022, but year to date collections handily exceed 2022 by 67.7%. As the largest collection category, it is also worth noting annual collections in the short term lodging category are down 4.3% compared to 2022. December mass transit collections were down 6.5% compared to 2022 while year to date collections ended up nominally lower than 2022.

While a disappointing month, looking at annual data it is worth remembering 2022 was a boom year of growth, with collections exceeding 2021 by 18.9% annually. 2023 is yet higher than 2022, even if only modestly. We will continue to monitor 2024 activity closely, and hope the double digit dip in monthly growth is an anomaly attributable to the weather, and further hope for stronger collections in the remaining months of the ski season.



A few additional highlights:

Sales Tax

- **MONTHLY** - Sales tax collections for the month of \$1,367,280 are 13.9% lower than December 2022.
 - Construction sales taxes of \$61,532 are 55.8% lower than December 2022.
 - Short term lodging sales taxes of \$637,154 account for roughly 1/2 of the total and are 8.2% lower than December 2022.
- **ANNUALLY** - Sales tax collections for the year of \$11,395,976 are 3.5% ahead of 2022.
 - Construction sales taxes of \$658,931 are 67.7% ahead of 2022.

Sales Tax Report, December 2023

- Short term lodging sales taxes of \$4,426,586 account for over 1/3 of the total and are 4.3% lower than 2022.

Mass Transit Tax

- *MONTHLY* - Mass transit tax collections for the month of \$2,249,244 were 6.5% less than December 2022.
 - Construction mass transit taxes of \$109,083 are 40.0% ahead December 2022.
 - Short term lodging mass transit taxes of \$631,766 account for roughly 1/4 of the total and are 4.8% lower than December 2022.
- *ANNUALLY* - Mass transit tax collections for the year of \$19,085,120 are 0.8% lower than 2022.
 - Construction sales taxes of \$797,101 are 65.0% ahead of 2022.
 - Short term lodging sales taxes of \$4,520,813 account for roughly 1/4 of the total and are 3.2% lower than 2022.

Lodging Tax

- Quarter 4 lodging tax collections amounted to \$1,167,343, increasing year to date collections to \$3,916,708, falling short of our initial budget of \$4.7M.
 - While short of our original estimate, lodging tax collections did end close to our revised forecast of \$4M and have improved from earlier quarters.
 - Increased enforcement and education efforts with tax payers has increased collections from late filers for this period by \$103k.
- Of the YTD collections, 31.6% originated from Keystone properties, 23.4% from Copper, and the remaining 45.0% from outside those jurisdictions.
- Lodging tax will still be in effect in Keystone through June 30, 2024 at which point it will end

January 2024 sales tax results will be released in early March. Please let me know if you have any questions and have a good week,

For a detailed analysis, use this link - <https://1drv.ms/x/s!Al-ZoUx1ldXzuj1qpURb5Pcsaokq?e=13RcGe>

Kyle Snyder

Assistant Finance Director
(970) 453-3437



Current Year (2024)

Previous Year (2023)

ACCOUNT DESCRIPTION	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED	REVISED BUDGET	YTD EXPENDED	AVAILABLE BUDGET	% USED
MASS TRANSIT TAX	(19,300,000)	(3,272)	(19,296,728)	0%	(15,606,000)	(2,149,052)	(13,456,948)	14%
TREASURER'S FEES	175,000	-	175,000	0%	178,000	-	178,000	0%
TRANSP SVC REV - LAKE	(270,000)	-	(270,000)	0%	(155,000)	-	(155,000)	0%
TRANSP SVC REV-PARK	(100,000)	-	(100,000)	0%	(100,000)	-	(100,000)	0%
GRANT REVENUE	(38,315,993)	-	(38,315,993)	0%	(1,761,056)	-	(1,761,056)	0%
ADVERTISING FEES	(100,000)	-	(100,000)	0%	(100,000)	-	(100,000)	0%
FARE REVENUE-LAKE	-	-	-	-	-	-	-	0%
FARE REVENUE-PARK	-	-	-	-	-	-	-	0%
SALE OF ASSETS	-	-	-	-	-	-	-	-
MISC REVENUE	-	-	-	-	-	-	-	-
RENTAL INCOME	(21,303)	-	(21,303)	0%	(21,303)	-	(21,303)	0%
INTEREST REVENUE	(300,000)	-	(300,000)	0%	(40,000)	-	(40,000)	0%
Revenue Total	(58,232,296)	(3,272)	(58,229,024)	0%	(17,605,359)	(2,149,052)	(15,456,307)	12%
SALARY REGULAR	5,761,571	251,778	5,509,793	4%	4,053,998	275,661	3,778,337	7%
SALARY TEMPORARY	50,000	2,623	47,377	5%	25,000	3,480	21,520	14%
TRAINING PAY	10,000	499	9,501	5%	8,000	1,016	6,984	13%
VEHICLE ALLOWANCE	-	-	-	-	-	-	-	-
CRISP	687,840	27,540	660,300	4%	513,731	32,371	481,360	6%
RETIREMENT	172,247	6,857	165,390	4%	118,188	7,918	110,270	7%
HEALTH INSURANCE	594,175	13,920	580,255	2%	1,746,200	72,016	1,674,184	4%
MEDICARE TAX	83,543	4,052	79,491	5%	58,137	4,509	53,628	8%
UNEMPLOYMENT TAX	11,523	562	10,961	5%	8,108	624	7,484	8%
WORKMENS COMP	300,000	-	300,000	0%	343,816	-	343,816	0%
EMPLOYER 457 DEF COMP	34,449	1,371	33,078	4%	24,669	1,584	23,085	6%
OVERTIME	460,000	26,301	433,699	6%	460,000	31,925	428,075	7%
PAYROLL REIMBURSEMENT	-	-	-	-	-	-	-	-
Labor Total	8,165,348	335,505	7,829,843	4%	7,359,847	431,102	6,928,745	6%
OFFICE SUPPLIES	10,000	123	9,877	1%	8,000	1,572	6,428	20%
ADMINISTRATION	812,535	-	812,535	0%	586,856	568,856	18,000	97%
PROFESSIONAL ASSISTANCE	332,000	8,801	323,199	3%	232,000	18,115	213,885	8%
TELEPHONE	10,000	317	9,683	3%	6,800	1,503	5,297	22%
POSTAGE/FREIGHT	-	4	(4)	0%	600	1	599	0%
ADVERTISING/LEGAL NOTICES	60,000	810	59,190	1%	50,000	3,586	46,414	7%
PRINTING	11,000	-	11,000	0%	11,000	850	10,150	8%
Administration/Office Total	1,235,535	10,055	1,225,480	1%	895,256	594,483	300,773	66%
BUILDINGS	46,568,000	-	46,568,000	0%	1,231,250	28,897	1,202,353	2%
IMPR OTHER THAN BLDGS	-	-	-	-	-	(85,832)	85,832	-
BUSES/TRANSIT EQUIP	6,171,280	60,454	6,110,826	1%	1,457,420	-	1,457,420	0%
Capital and Fleet Replacement Total	52,739,280	60,454	52,678,826	0%	2,688,670	(56,935)	2,745,605	-2%
BUILDING REPAIRS	45,000	3,161	41,839	7%	35,000	99	34,901	0%
BUS STOPS	20,000	-	20,000	0%	12,000	-	12,000	0%
EQUIPMENT REPAIRS	15,000	-	15,000	0%	24,000	110	23,890	0%
FUEL, OIL & ANTIFREEZE	770,986	73,106	697,880	9%	770,986	-	770,986	0%
MAINTENANCE CONTRACTS	230,000	1,990	228,010	1%	100,000	7,538	92,462	8%
OPERATING SUPPLIES	55,000	227	54,773	0%	45,000	9,596	35,404	21%
PURCHASED TRANSPORTATION	497,760	-	497,760	0%	497,760	-	497,760	0%
RENTAL PAYMENTS	7,200	1,200	6,000	17%	7,200	-	7,200	0%
REPAIR & MAINTENANCE	2,400,000	199,152	2,200,848	8%	1,900,000	9,165	1,890,835	0%
ROAD SAND & SALT	1,000	-	1,000	0%	2,000	-	2,000	0%
UTILITIES	200,000	984	199,016	0%	80,000	9,249	70,751	12%
Operation and Maintenance Total	4,241,946	279,820	3,962,126	7%	3,473,946	35,757	3,438,189	1%
SAFETY	5,000	-	5,000	0%	5,000	101	4,899	2%
INSURANCE/BONDS	150,000	-	150,000	0%	55,000	-	55,000	0%
Safety and Insurance Total	155,000	-	155,000	0%	60,000	101	59,899	0%
DUES & MEETINGS	30,500	18,390	12,110	60%	30,500	3,562	26,938	12%
EDUCATION & TRAINING	10,000	-	10,000	0%	10,000	950	9,050	10%
EMPLOYEE RECOGNITION	20,000	-	20,000	0%	7,950	492	7,458	6%
TRAVEL/TRANSPORTATION	10,000	140	9,860	1%	10,000	1,770	8,230	18%
UNIFORM ALLOWANCE	17,000	122	16,878	1%	12,000	5,407	6,593	45%
Uniforms, Training and Recognition Total	87,500	18,652	68,848	21%	70,450	12,181	58,269	17%
Revenue Total	(58,232,296)	(3,272)	(58,229,024)	0%	(17,605,359)	(2,149,052)	(15,456,307)	12%
Expenses Total	13,885,329	644,032	13,241,297	5%	11,859,499	1,073,624	10,785,875	9%
Grand Total		640,760				(1,075,428)		
Capital and Fleet Replacement Total	52,739,280	60,454	52,678,826	0%	2,688,670	(56,935)	2,745,605	-2%
Estimated Ending Fund Balance	33,726,848							
Effect on Fund Balance This Period	701,214							

Summit County 20-Year Outlook (Transit+Microtransit)

Annual Inflation 3.0%
Annual Sales Tax Increase 3.0%

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Beginning Fund Balance	(\$33,726,848)	(\$31,561,848)	(\$30,579,898)	(\$11,980,490)	(\$10,863,099)	(\$9,712,186)	(\$8,526,746)	(\$7,305,743)	(\$6,048,110)
Sales Tax Revenue	(\$19,300,000)	(\$19,879,000)	(\$20,475,370)	(\$21,089,631)	(\$21,722,320)	(\$22,373,990)	(\$23,045,209)	(\$23,736,566)	(\$24,448,663)
Fixed Routes	\$10,413,750	\$10,726,163	\$11,047,947	\$11,379,386	\$11,720,767	\$12,072,390	\$12,434,562	\$12,807,599	\$13,191,827
Commuter Routes	\$2,221,600	\$2,288,248	\$2,356,895	\$2,427,602	\$2,500,430	\$2,575,443	\$2,652,707	\$2,732,288	\$2,814,256
Paratransit	\$1,249,650	\$1,287,140	\$1,325,754	\$1,365,526	\$1,406,492	\$1,448,687	\$1,492,147	\$1,536,912	\$1,583,019
Total	\$13,885,000	\$14,301,550	\$14,730,597	\$15,172,514	\$15,627,690	\$16,096,521	\$16,579,416	\$17,076,799	\$17,589,103
Proposed Microtransit (Silverthorne/Dillon)	\$2,500,000	\$2,575,000	\$2,652,250	\$2,731,818	\$2,813,772	\$2,898,185	\$2,985,131	\$3,074,685	\$3,166,925
Proposed Microtransit (Frisco)	\$1,500,000	\$1,545,000	\$1,591,350	\$1,639,091	\$1,688,263	\$1,738,911	\$1,791,078	\$1,844,811	\$1,900,155
Proposed Microtransit (Breckenridge)	\$1,500,000	\$1,545,000	\$1,591,350	\$1,639,091	\$1,688,263	\$1,738,911	\$1,791,078	\$1,844,811	\$1,900,155
Total	\$5,500,000	\$5,665,000	\$5,834,950	\$6,009,999	\$6,190,298	\$6,376,007	\$6,567,288	\$6,764,306	\$6,967,235
Capital (Fleet)	\$480,000	\$494,400	\$509,232	\$524,509	\$540,244	\$556,452	\$573,145	\$590,339	\$608,050
Capital (Buildings/Infrastructure)	\$1,600,000	\$400,000	\$18,000,000	\$500,000	\$515,000	\$530,450	\$546,364	\$562,754	\$579,637
Total	\$2,080,000	\$894,400	\$18,509,232	\$1,024,509	\$1,055,244	\$1,086,902	\$1,119,509	\$1,153,094	\$1,187,687
Effect on Fund Balance	\$21,465,000	\$20,860,950	\$39,074,779	\$22,207,022	\$22,873,233	\$23,559,429	\$24,266,212	\$24,994,199	\$25,744,025
Remaining Fund Balance	(\$31,561,848)	(\$30,579,898)	(\$11,980,490)	(\$10,863,099)	(\$9,712,186)	(\$8,526,746)	(\$7,305,743)	(\$6,048,110)	(\$4,752,748)

2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
(\$4,752,748)	(\$3,418,525)	(\$2,044,275)	(\$628,798)	\$829,143	\$2,330,823	\$3,877,553	\$5,470,685	\$7,111,611	\$8,801,765	\$10,542,623	\$12,335,707
(\$25,182,122)	(\$25,937,586)	(\$26,715,714)	(\$27,517,185)	(\$28,342,701)	(\$29,192,982)	(\$30,068,771)	(\$30,970,834)	(\$31,899,959)	(\$32,856,958)	(\$33,842,667)	(\$34,857,947)
\$13,587,582	\$13,995,209	\$14,415,065	\$14,847,517	\$15,292,943	\$15,751,731	\$16,224,283	\$16,711,012	\$17,212,342	\$17,728,712	\$18,260,574	\$18,808,391
\$2,898,684	\$2,985,645	\$3,075,214	\$3,167,470	\$3,262,494	\$3,360,369	\$3,461,180	\$3,565,016	\$3,671,966	\$3,782,125	\$3,895,589	\$4,012,457
\$1,630,510	\$1,679,425	\$1,729,808	\$1,781,702	\$1,835,153	\$1,890,208	\$1,946,914	\$2,005,321	\$2,065,481	\$2,127,445	\$2,191,269	\$2,257,007
\$18,116,776	\$18,660,279	\$19,220,087	\$19,796,690	\$20,390,591	\$21,002,308	\$21,632,378	\$22,281,349	\$22,949,789	\$23,638,283	\$24,347,432	\$25,077,854
\$3,261,933	\$3,359,791	\$3,460,585	\$3,564,402	\$3,671,334	\$3,781,474	\$3,894,919	\$4,011,766	\$4,132,119	\$4,256,083	\$4,383,765	\$4,515,278
\$1,957,160	\$2,015,875	\$2,076,351	\$2,138,641	\$2,202,801	\$2,268,885	\$2,336,951	\$2,407,060	\$2,479,271	\$2,553,650	\$2,630,259	\$2,709,167
\$1,957,160	\$2,015,875	\$2,076,351	\$2,138,641	\$2,202,801	\$2,268,885	\$2,336,951	\$2,407,060	\$2,479,271	\$2,553,650	\$2,630,259	\$2,709,167
\$7,176,253	\$7,391,540	\$7,613,286	\$7,841,685	\$8,076,935	\$8,319,243	\$8,568,821	\$8,825,885	\$9,090,662	\$9,363,382	\$9,644,283	\$9,933,612
\$626,291	\$645,080	\$664,432	\$684,365	\$704,896	\$726,043	\$747,824	\$770,259	\$793,367	\$817,168	\$841,683	\$866,933
\$597,026	\$614,937	\$633,385	\$652,387	\$671,958	\$692,117	\$712,880	\$734,267	\$756,295	\$778,984	\$802,353	\$826,424
\$1,223,317	\$1,260,017	\$1,297,817	\$1,336,752	\$1,376,854	\$1,418,160	\$1,460,705	\$1,504,526	\$1,549,662	\$1,596,152	\$1,644,036	\$1,693,357
\$26,516,345	\$27,311,836	\$28,131,191	\$28,975,127	\$29,844,380	\$30,739,712	\$31,661,903	\$32,611,760	\$33,590,113	\$34,597,816	\$35,635,751	\$36,704,823
(\$3,418,525)	(\$2,044,275)	(\$628,798)	\$829,143	\$2,330,823	\$3,877,553	\$5,470,685	\$7,111,611	\$8,801,765	\$10,542,623	\$12,335,707	\$14,182,584



FEB 2024

UPDATES

Summer 2024:

- We're well underway for putting together all of the Summer 2024 schedule documentation.
- ½ hour service will be started for Breck, Keystone, Copper, Wilderndest & Silverthorne Loop.
- Swan Mt Flyer will run Sat & Sun through May 26, plus Monday May 27.

Transit to Trails:

- I've resumed conversations with COTREX and they plan on incorporating our bus stops and web addresses into their app, hopefully by June.

Swan Meadow Shuttle:

- Contract was not finalized by SP Plus until Feb 13, not allowing enough time for the original startup of Feb 15.
- The new start up date for the shuttle will be March 4.
- The Shuttle is just an interim measure to bring Swan Meadow residents to the Summit Cove Bus Stop & vice versa.
- We will be hiring an architect this week to finalize plans for a bus stop at Swan Meadow.

Swan Meadow Shuttle con't:

- The plan is that construction of the bus stop will start this spring and be finished by this coming winter.
- The bus stop will be a hub for the Keystone-Silverthorne and the Swan Mt Flyer or the X Flyer buses.
- Once the bus stop is complete, the Swan Meadow shuttle will not be needed; at that time we will see if SP Plus is need for anything else.

Microtransit:

- On Feb 13 we had a Spanish Microtransit outreach meeting – residents from Frisco, Silverthorne & Summit Cove attended.
- They do feel the need is there for microtransit starting up and ending before/after our bus routes to accommodate people working early/late hours.
- They are very interested in microtransit, especially if it's free or inexpensive.
- They would like Dillon & Silverthorne prioritized.
- Dillon Valley elementary does not provide bus service; they would like this addressed.

Microtransit:

- Summit Stage staff recommendations for microtransit:
 - Have 1-3 zones.
 - We feel the Dillon zone isn't ready for microtransit – we need more bus stops and need to start a Dillon Circulator fixed route to streamline the Silverthorne-Keystone route.
 - Summit Cove could be a small microtransit option or we could just use a van as a Summit Cove circulator on a fixed route.

Evaluation of Options

Quantitative Score and Relative Score Compared to Other Alternatives						
Evaluation Criteria	Metric	Silverthorne/ Dillon	Summit Cove	Frisco	Breckenridge/ Ski Hill Road	Tiger Road
Achieves Goals of 2021 Equity & Access Study	Number of Recommendations Addressed	8	7	5	6	5
Community Health Equity	Number of Census Tracts Covered with Highest Classification of CDPHE Health Equity Factors	5	4	1	2	2
Ridership Potential	Average Estimated Weekday Riders	300-450	100-175	150-250	200-300	75-150
Area Not Served by Existing Summit Stage/Breck Free Ride Service	Approximate Percent of Area Not Within 1/8 Mile of Existing Bus Stops	75%	95%	70%	85%	85%
Total Operational Cost	Annual Operating Cost	\$2M-\$2.5M	\$750K-\$1M	\$1M-\$1.5M	\$1M-\$1.5M	\$750K-\$1M
Cost Per Passenger	Annual Operating Cost Divided by Annual Ridership	\$12-\$15	\$15-\$19	\$15-\$19	\$12-\$15	\$18-\$25
Public's Location Preference	Within Top Five Locations Indicated On Survey	Yes	No	Yes	No	Yes
Transit Access on Pedestrian Network	Visual Assessment of Lack of Sidewalk Presence	Medium	High	Medium	High	High
Trailhead/Access Point Access	Number of Trailheads within 1/4 Mile of Zone	5	11	11	1	6



More desirable



Less desirable



NOTE: In some cases, high is desirable and in other cases low is desirable. For example, a low cost per passenger is desirable.

Microtransit Vote for Microtransit RFP:

- Summit Cove?
- Frisco?
- Breckenridge?
- Silverthorne/Dillon?



TOWN OF
BRECKENRIDGE

Breckenridge Social Equity Advisory Commission

February 19, 2024, 7:30am

*Striving for racial and social equity for all by removing barriers and
facilitating opportunities to thrive*

I. Call to Order

Chair Jordan Burns called the meeting to order at 7:30am.

Roll Call

Present: Jotwan Daniels, June Walters, Laurie Moroco, Silvia Vicuna, Eliana Crabb, Isaura Cirillo

Zoom: Jordan Burns and Carol Saade

Absent: Tahja Grier

Discussion/Approval of Agenda

Motion to Approve: Commissioner Walters, Seconded: Commissioner Vicuna

Discussion/Approval of the Minutes

The January minutes were not included as part of the packet and will be approved at the March meeting.

II. Staff Summary

Town Manager Shannon Haynes stated Mack Russo is no longer with the Town and we are moving forward with hiring a Bilingual Community Outreach and Engagement Liaison to facilitate meetings. She further stated Scott Reid and Helen Cospolich will be facilitating the meetings moving forward.

i. Pocketalk Devices

Town Clerk Helen Cospolich updated the Commission on the Pocketalk devices. Commissioner Moroco asked if the devices could be used in group settings, such as coffee talk events. Cospolich stated the devices are intended for one-on-one situations but could be used for small groups as needed. There will also be one or two extra “floating” Pocketalk devices that could be signed out from the Community Outreach Department and used by BSEAC commissioners as needed. Commissioner Vicuna asked for a list of the areas in Town that will use the translator devices. Commissioner Daniels asked if the Commission could be invited to the training for the devices.

ii. Arts and Culture Master Plan Update

Julia Puester, Assistant Director of Community Development, stated the Town is moving forward with a 10-year Arts and Culture Master Plan. She further stated we see BSEAC playing a large role in feedback about the plan and we want to make sure the plan includes feedback from as many people as possible. She stated that when we hire a consultant, we will come back to the group with some questions to help develop a good process.

Commissioner Walters asked if the Equity Lens would be part of the information provided to the consultant and then clarified that they should use the Equity Lens, and not the Equity Blueprint for this purpose. Puester stated that yes, the consultants would use the Equity Lens as part of the process.

III. Social Equity Discussion

Subcommittee Updates

Celebrate Diversity

Chair Burns thanked Commissioner Walter for the idea and her work on the Barney Ford video. Commissioner Walter stated she was curious about how many video views we have gotten since we last heard about statistics.

Commissioner Walters then stated the subcommittee focused on the Ten Mile Pride events in June. Commissioner Crabb asked about hiring Dean Nelson as a pride consultant for Ten Mile Pride. Town Manager Haynes stated he does large events and has an affinity for Breck. She also stated we have asked the BTO to take a bigger role in that event and we will have an update at the March BSEAC meeting.

Chair Burns stated there are still spots remaining for the Black History Month cooking class tonight at CMC. Commissioner Moroco stated she can push out information about the class to CMC students as well.

Chair Burns stated the next Celebrate Diversity meeting will be March 6th, 5-6pm, in conjunction with the Community Outreach Engagement meeting as well.

Community Outreach & Engagement

Commissioner Walters stated they discussed an issue that has come up at the Welcome Center, where visitors may view Breckenridge more as a “white place” and may not be as accepting of diversity. She suggested to the group that we regularly feature diverse members of the community in a video series and on our social media feeds. The commissioners generally agreed this was a good idea. She also spoke about preparing an Equity Resource Guide for the community. Commissioner Daniels stated they were also introduced to the Youth Empowered Students of Summit and involving those students in the future to be part of the conversations in the community.

Community Education & Influence

Chair Burns stated they need to set the date for the next meeting. Town Manager Haynes stated they can use a Doodle Poll to schedule the next meeting. Commissioner Moroco stated they recently filmed a video with SCTV and we should see if we can edit it to use in the future, and to air on SCTV and social media accounts.

Immigration Rights and Advocacy

Commissioner Vicuna stated the next meeting is Friday at noon, and they have been working with Mountain Dreamers to learn about their goals and to work to coordinate with them in the future.

Civic Engagement

Commissioner Crabb stated an email went out about the mini-grant process, including the matrix about how to score applications, and it needs to be refined. She further stated they would like to schedule more coffee talks and happy hours. Town Manager Haynes stated she can send out a Doodle Poll to schedule a meeting for this subcommittee as well.

IV. Upcoming Council Items

Scott Reid stated the joint meeting with the BOCC will be next week. He stated the meeting starts at 2pm with that discussion, and topics include Summit Stage and Housing. He stated there are also many legislative items, including second readings on budget and housing liens, and first readings on Firewise regulations and Demolition by Neglect. Reid also stated the discussions will include a new food and beverage distribution pilot program and golf fees. Reid explained the pilot program in detail. Town Manager Haynes clarified the distribution pilot program will be a voluntary transition at first and it should make delivery easier for businesses. Also, she stated the BGV development will come up at the second meeting in March, and two of the parcels will include employee housing. She stated Council will be discussing the annexation of the Entrada parcel at the next meeting, and they will also be talking about increasing our water rates, which may be challenging for some people. Town Manager Haynes stated the Blue River Pathways redesign of the Riverwalk area will also be coming back to Council. Chair Burns noted that he is excited about the food and beverage distribution model as a way to get delivery vehicles off the road.

V. Upcoming Agenda Topics

Town Manager Haynes stated the BTO will be attending the meeting on March 18th to talk about their marketing and advertising, their programs, and how we can integrate with what they do. Commissioner Walters asked if she should follow up with the Summit Daily News about features of diverse Summit locals, and Chair Burns suggested waiting until after we meet with the BTO so they could be involved.

VI. Other Matters

Chair Burns asked the group to think about subcommittee opportunities with YESS (Youth Empowerment Society of Summit), and stated it would be good to work with them in the future. Town Manager Haynes stated we can add that as an agenda item for the next meeting.

VII. Public Comment (Non-Agenda Items)

There were no public comments.

Chair Burns adjourned the meeting at 8:23am.

The following is a recap of the most recent **Police Advisory Committee** (PAC) meeting, held on Wednesday, May 6, 2024. Meetings are held bimonthly. The reporting individual to the Council is Chief of Police Jim Baird.

Committee: Police Advisory Committee (PAC)

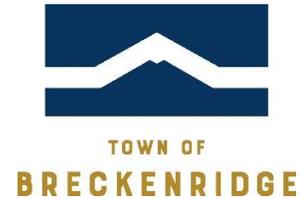
Chief Jim Baird

2024 Community Representatives in attendance: Doug Blake, Dave Askeland, Jim Trisler, Javier Gaspar-Guitierrez, Phil Gallagher, Kelly Philby, Ryan Taylor

Chief Baird and PAC members discussed the following:

- **Body Cam and Incident review:** PAC was given a review of body camera footage from an incident where a DUI stop turned into a foot pursuit. Sgt. Green led the discussion of how use of force incidents are handled internally.
- **Case Review:** AC Gress laid out the facts around the 2019 homicide case that is currently at trial. Chief Baird gave an in-depth report on evidence and explained court procedure to the PAC. Some PAC members attended the trial at the conclusion of the meeting.

The next PAC meeting will be held May 1, 2024.



Memo

To: Breckenridge Town Council Members
From: Jon Dorr, Assistant Director of Recreation
Date: 3/6/2024
Subject: Breckenridge Events Committee

The Breckenridge Events Committee met on March 3, 2024. Below you will find the meeting minutes and a link to the SEPA calendar. BEC collectively discussed moving the Town Party to Tuesday, June 4th. This was done to better align June events with Ten Mile Pride and the potential Gold Rush Mining Games. Breck Create and BEC members felt pairing the Town Party with the last day of school could be a beneficial model to follow in future years. There are no additional items of note.

Minutes
Breckenridge Events Committee
Wednesday, Mar 6, 2024
9 am – 10 am
The right event, right time, right result

Attending: Michele Chapdelaine, Jeff Edwards, Kelly Owens, Jon Dorr, Shannon Haynes, Lucy Kay, Ken Miller, Dave Feller, Cait McCluskie, Andy Banas, Tony Cooper, Tamara Nuzzaci Park, Neil Kerr, Chase Banachowski, Ashely Zimmerman, Christin Maguire

Guests: Sarah Wetmore, Majai Bailey, Mike McCormack, Juli Rathke, Ashley Zimmerman, Mike Shipley, Cheryl Walsh, Hayden Van Andel, Melissa Andrews, Stephanie Stokes

- I. **Jeff Edwards called the meeting to order at 9:00 am.**
 - a Committee Vice Chair took roll call.
 - A motion was made to approve minutes from the Feb 7, 2024, Meeting.
M/S/P

- II. **Upcoming Events – Review List of Pending SEPAs**
 - a Ski Resort Spring Events April 27-28
 - 4/27 10-1 pm - Pond Skim, 1:30-4 pm – Music Talent (on the main stage)
 - 4/28 9-11 am – Music Talent + drummers (partner tent location), 11 am-1 pm – Music Talent (main stage), 2-4 pm - Headliner (main stage) Jeff Westcott Imperial Challenge
 - b Ten Mile Pride – June
 - The Town has asked BTO to take over production of Ten Mile Pride. In the process of finalizing programming. Contracted Peak Performance to oversee production of the party on the RWC lawn on Saturday, June 15.
 - Concern around the potential for a Town Party (June 13) to impact local attendance at the pride party on June 15th. The committee vetted alternative dates for both events and landed on moving the Town Party to Tuesday,

June 4th. The new date aligns with schools being released for summer and works better for BCA logistically. The New date will be reviewed at the next TC meeting.

- c Mining Games Update
 - Mike Shipley is in the process of vetting the concept with local businesses located within the proposed event footprint on the north end of Ridge Street. The event concept was reviewed by the BEC and Town with no concerns. The next step is submitting a special event permit application.
- d The Summit Foundation is planning to host the annual Great Rubber Duck Race during the traditional Labor Day weekend timeframe.

III. General Updates and Discussion

- a Resident Sentiment Survey - community sentiment toward events
 - Lucy took the Committee through a high-level overview of preliminary findings from the Resident Sentiment Survey as they pertain to events.
 - Overall, events continue to be perceived as valuable to the community, possibly more than the last survey in 2021.
 - More than half of respondents would prefer the same number of special events. This is notably higher than what was observed in 2021.
 - Also higher as compared to 2021 is the share of respondents that wanted more events, at just under one-third of respondents this year.
 - a. High-level strategic discussion about June and October events will be important for the BEC to address going forward.

IV. Review Past Events

- a 2.23-25.24 The Breckebeiner Nordic Race @ Gold Run Nordic Center
 - Served as USA Triathlon's Winter National Championship and benefited the BOEC, Team Summit, and the Summit HS Nordic and Mountain Bike teams. Overall, the event was well-staffed and organized.
 - Registration was modest as expected for year one. Goal to start small with a calculated plan for growth. Strong attendance from a first time visitors to Breckenridge.
 - Worked to integrate into the community. QR code on credentials linked to offerings from restaurant partners. Positive feedback regarding stakeholder relationships including Gold Run Nordic Center, Town Staff, and BOEC. Long-term goal of building on the legacy that the Dayton's started with the original Breckebeiner, continuing to showcase adaptive sports.
 - Side note – Breck Epic will have adaptive categories in 2024.

V. Review Agenda Items for the next BEC Meeting

- a High-level strategic discussion about June and October events – continued.
- b Breck Bike Week
- c Review Strategic Matrix (April/May)
- d Update on Pride and Town Party
- e Update BSR Spring Events
- f Update Food Delivery Center – Piloted program in the Tiger Dredge Parking Lot (invite Shannon Smith)

VI. The meeting formally adjourned at 9:50 am.

The Breckenridge Events Committee evaluates events against four strategic goals:

- **Build Business** - An event designed to drive revenue for the greater business community.
- **Branding/Media** - An event designed to draw external media (national & international) promoting the Breckenridge brand.

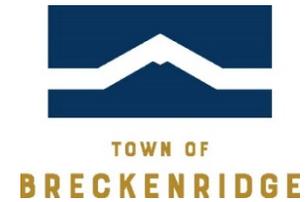
- **Fundraising** - An event designed to raise awareness and funding for a non-profit organization's mission.
- **Resident Focused** - An event designed specifically for residents vs. an event more broadly marketed to visitors and residents.

LINK TO SEPA CALENDAR

<https://calendar.google.com/calendar/u/0?cid=cmN0NTI3bnUwZ2dpZjE2azRyY2ttaGF2cW9AZ3JvdXAuY2FsZW5kYXluZ29vZ2xlLmNvbQ>

Memo

To: Breckenridge Town Council Members
From: Shannon Smith, Town Engineer
Date: 3/7/2024 (for the 3/12/24 work session)
Subject: Blue River Pathways Master Plan-Ice House Concepts



The Blue River Pathways project evolved as an extension of the South Gondola Lot redevelopment in 2020 and the need for improved pedestrian connectivity from the parking structure. The project boundaries now include the Blue River corridor from N. French Street to S. Park Avenue and looks to build upon, improve, and revitalize the existing River Walk and Recreation Path within the project limits. A project visioning exercise occurred at the Town Council retreat in May 2023 and project specific goals were established in February 2023. The first round of community engagement was conducted in summer 2023 through a resident survey and stakeholder meetings.

The overarching themes expressed by Town Council in the project visioning included: enhancing east/west connections, prioritizing walkability, adding restrooms and water stations, supporting public art, defining a north/south bike route without dismount zones, formalizing access points to river, providing gathering spaces, minimizing deliveries, preserving authenticity and character, addressing materials management, and improving connectivity on south end to Park Avenue. The specific project goals were developed from the Town of Breckenridge Community Goals, as defined in the Destination Management Plan and Council Goal documents. The public outreach revealed bicycle circulation and safety as the top priorities of residents and businesses, aligning with the project goals.

Community Goals:

- More Boots & Bikes, Less Cars
- Leading Environmental Stewardship
- Deliver a Balanced Year-Round Economy
- Hometown Feel & Authentic Character

Project Goals:

- Safety:
Reducing, pedestrian, bike, and vehicular conflicts
- Connectivity:
Having a way for bikes to get all the way through Town
- Environment:
Improve the health of the river, materials management, and reducing pollution
- Placemaking:
Enhancing the pedestrian experience along the river
- Community Engagement:
Understanding all stakeholder needs

The draft Blue River Pathways Master Plan was presented to the Council at the February 13th work session for initial feedback. The Council requested that two areas of the plan, the Ice House Lot and Sawmill Lot, be brought back to work session for further refinement and discussion prior to master plan adoption. The updated Ice House concepts are presented alongside this memo and will be reviewed at the work session. The Sawmill Lot, including the proposed Ullr plaza and Wellington Lot circulation, will be presented at a later date.

The proposed improvements in the Ice House Lot presented in the draft Master Plan included formalized river access points, bike connectivity, riverbank stabilization, relocation of the materials management building, and improved parking lot circulation. At the February work session, the Council was supportive of the initial design concepts but voiced concerns about obscuring the river with the two proposed bridges and the cantilevered shared use path, as well as the number of parking spaces that may be impacted.

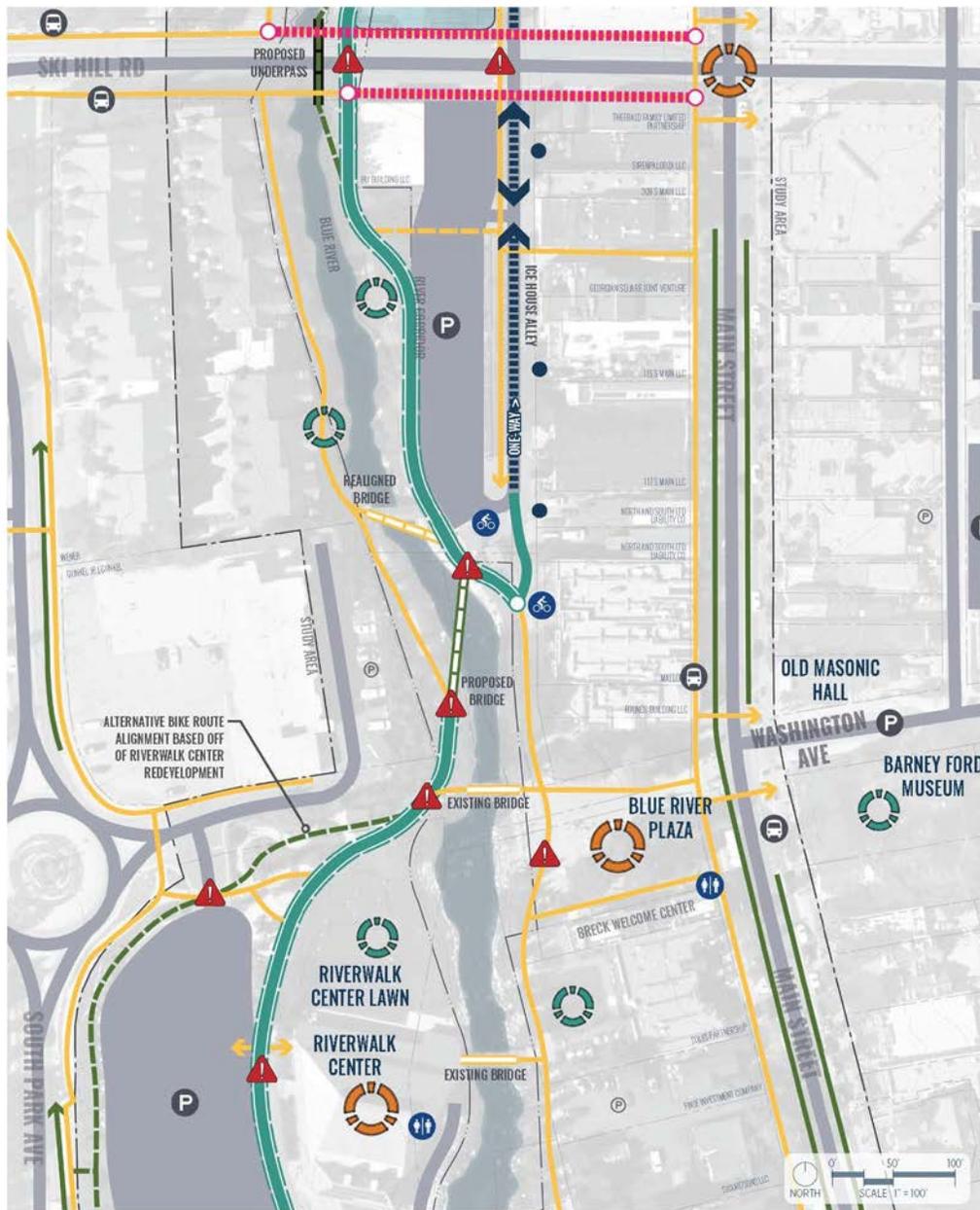


Figure 1. Circulation initially proposed in the draft Master Plan as presented on February 13th.

The updated Ice House concept plan (attached) replaces the existing covered bridge with a single bridge connecting the shared use path to the west; details the proposed section for the cantilevered trail and shared use path; increases bike parking and provides locations for a new water station, materials management building and public art; illustrates the river bank stabilization locations and formalized river

access points, and contemplates a new parking and alley layout. In this concept plan, the delivery zone in the alley was removed to reduce parking loss in the lot.

Norris Design and staff will present the updated Ice House Lot concepts at the work session.



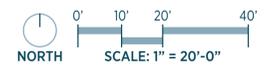
LEGEND

-  PUBLIC ART
-  1 PICNIC TABLE
-  2 MAP KIOSK AND WATER STATION
-  3 BIKE PARKING
-  4 RIVER BANK ARMORING AND ENGAGEMENT
-  5 LANDSCAPE WALLS
-  6 MATERIALS MANAGEMENT ENCLOSURE
-  7 PROPOSED PARKING ISLANDS
-  8 PLANTING AREA IMPROVEMENTS
-  9 BENCH SEATING
-  10 DISMOUNT ZONE

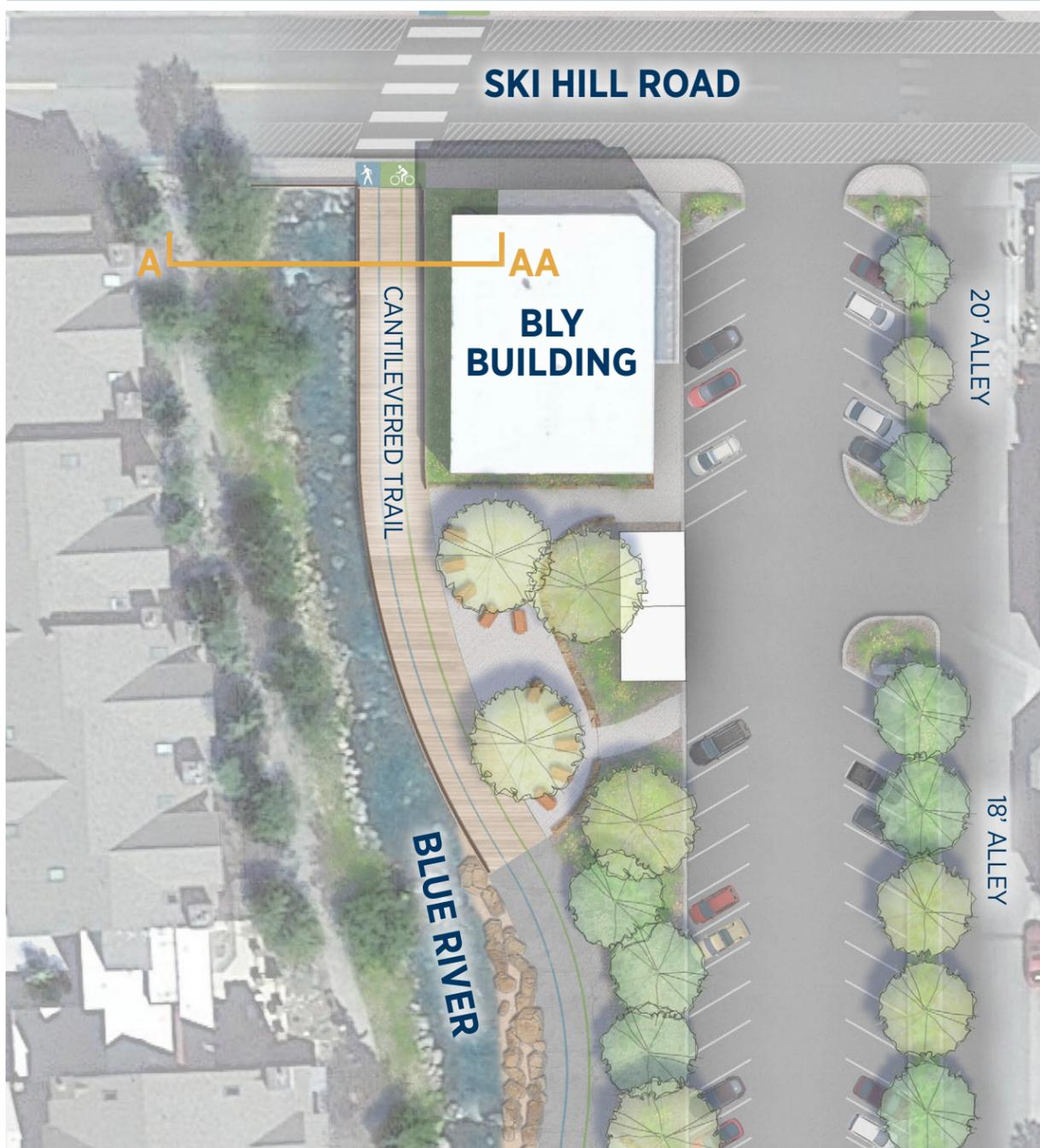
NOTES: CONCEPTUAL GRAPHICS SUBJECT TO CHANGE. PROPOSED DESIGN IS NOT FOR CONSTRUCTION.

BLUE RIVER REC PATH | SKI HILL ROAD & ICE HOUSE

MARCH 2024



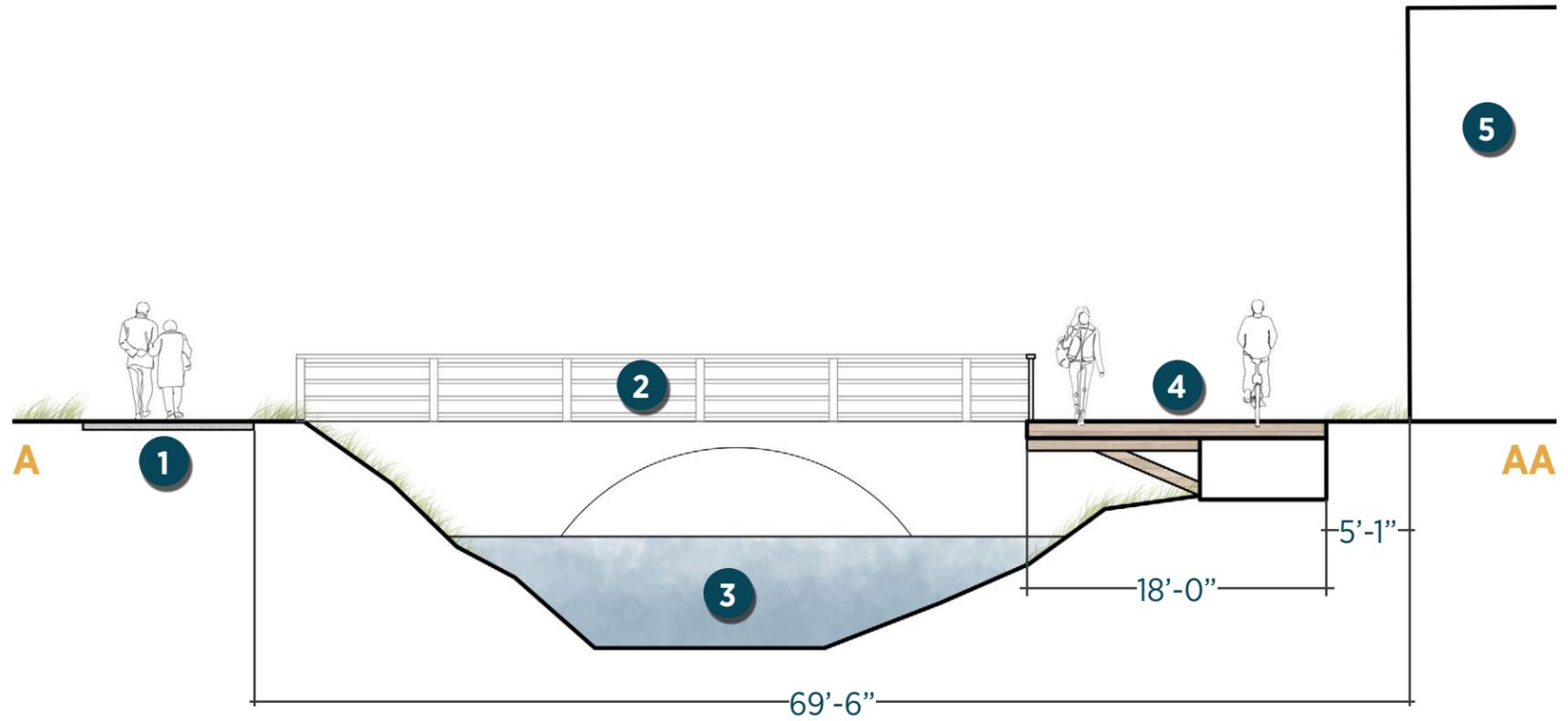
KEY MAP



NOTES: CONCEPTUAL GRAPHICS SUBJECT TO CHANGE. PROPOSED DESIGN IS NOT FOR CONSTRUCTION.

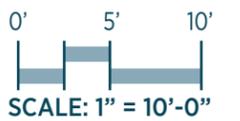


SECTION A-AA



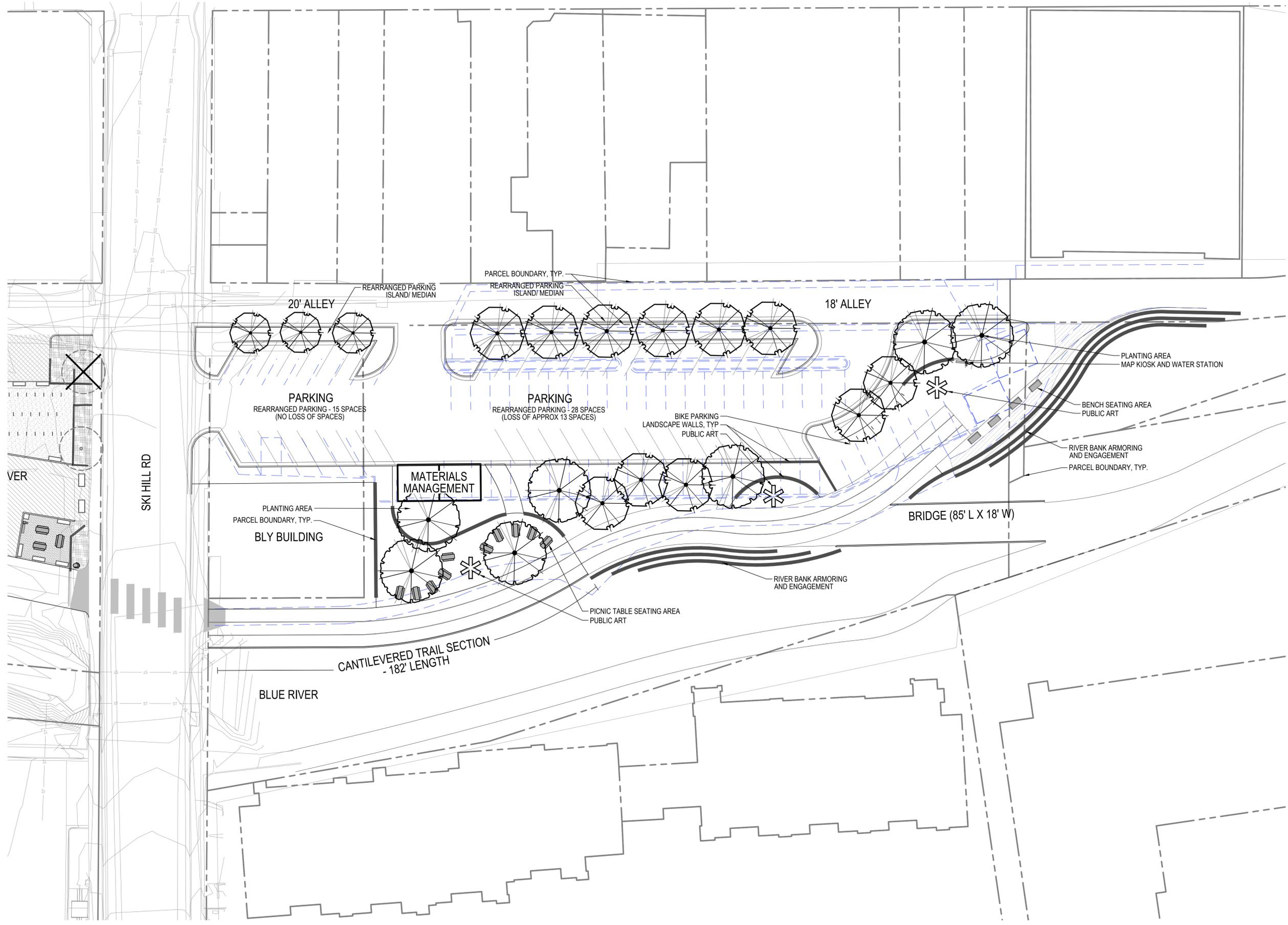
LEGEND

- 1 RIVER MOUNTAIN LODGE TRAIL
- 2 SKI HILL ROAD
- 3 BLUE RIVER
- 4 CANTILEVER TRAIL (PEDESTRIAN AND 2-WAY BIKE TRAIL)
- 5 BLY BUILDING



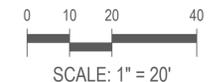
LEGEND

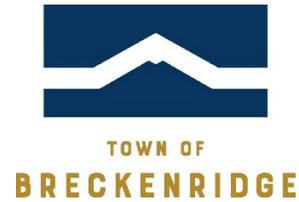
-  EXISTING LAYOUT
-  PROPOSED CONCEPT
-  PROPOSED SITE WALL
-  PUBLIC ART FEATURE
-  MAP KIOSK
-  WATER STATION
-  BIKE RACK
-  BENCH
-  PICNIC TABLE
-  PROPOSED TREES



BLUE RIVER PATHWAYS | ICE HOUSE ALLEY CONCEPT

MARCH 2024





Memo

To: Breckenridge Town Council
From: Ellie Muncy, Planner I
Date: March 4, 2024 (For March 12, 2024 Meeting)
Subject: Historic Sheds Grant Program Work Session

At a recent Planning Commission meeting, during public comment, a concern was brought up regarding the lack of maintenance of historic sheds and secondary structures. In response, Staff created an [interactive map](#) documenting 96 historic secondary structures. When the issue was presented to the Town Council, the Council was supportive of code changes to expand protection of historic structures and looking into a grant program to help defray property owners' costs to stabilize structures in the worst condition.

Staff proposes the creation of a grant fund, to be administered by Breckenridge History, for the stabilization of historic sheds and secondary structures in poor condition which are located in Town. This fund will target sheds considered poorly maintained or not maintained as identified in the interactive map shown at the January 4th Town Council meeting which consists of 12 sheds and secondary structures in total.

Due to an inability to access the sheds without property owner permission, staff has focused on two sheds with whom we had already been in contact with the owners. Breckenridge History consulted with two different contractors and came up with an estimate of \$20,000-\$35,000 for the shed in the worst condition, which currently has no roof. Likely, this will be the most expensive shed to repair, due to the full rebuild of the roof. Staff believes the cost to repair the other sheds will be significantly less. Staff recommends setting up the grant program to cover half the cost of stabilization for each structure, with the individual property owners being responsible for the other half of the cost. Each structure would be limited to a maximum grant amount of \$15,000. Staff proposes focusing on the two sheds in the worst condition this year, and then moving on to two additional sheds in poor condition each year through five years, assuming the property owner consents and contributes financially. In 2024, staff would request \$27,000 to address these two sheds immediately. The remainder of the grant fund would be requested in following years during the regular budget process.

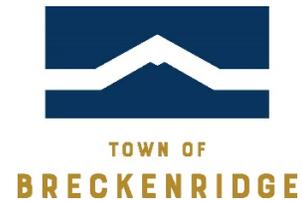
Additionally, to streamline the stabilization review process, as part of the code changes presented to the Council earlier this evening, stabilization of secondary structures will be processed as a Class D Minor Development Permit, with no fee and a reduced submittal requirement.

Staff will be available at the Town Council work session for discussion and has the following questions for Town Council.

Questions for Town Council

1. Does the Council support the proposed grant program?
2. Does the Council have any suggestions regarding the parameters of the grant program?

3. Is there support for the grant fund to start with \$27,000 in 2024 to address the two sheds in the worse condition in Town?



Memo

To: Town Council
From: Mark Truckey, Community Development Director
Date: March 6, 2024 for the meeting of March 12, 2024
Subject: Entrada Annexation and Development Agreement Work Session

At the February 27th Town Council meeting, the Council resumed discussions regarding the proposed Entrada annexation. Previous work sessions in 2022 helped shape the deal points of the annexation request, but the new proposal has some different issues that will need to be considered. The Council was able to make good progress on several issues/deal points, but also found weighing in on some deal points was premature without a designed project to review. BGV's team has worked to provide a site plan and visual modeling of the workforce housing building proposed on the Entrada site. Those plans and visual modeling are attached.

Deal Points Agreed to at the February 27 Council Meeting

The Council concurred with the following deal points at the February 27 meeting:

Rental Restrictions

The project will be one-bedroom units (approximately 40), with rents that average 100% AMI (as established at the time of annexation). Rental rates will be allowed to escalate by 2% annually until the completion of the project. After project completion, rental rates may escalate up to 3% annually.

Fees

The Town will waive development permit and building permit fees for all units in Entrada used to provide employee mitigation (under Policy 24A) for the employees generated at Parcel 4 in the BGV Development Agreement.

Vesting

The vesting for the Entrada Annexation and Development Agreement will be extended to seven years, consistent with the proposed vesting for Parcel 4 in the current BGV Development Agreement.

Policy 18A/Parking and Off-Street Parking Requirements

The required parking related to the management office will be reduced from two spaces to one. The applicant has indicated they will be investigating multiple strategies (e.g., rideshare, bikeshare, parking fee for second parking spots) to reduce overall parking demand and to potentially free up the site for more snow storage and open space.

Policy 21R/Open Space

Negative points incurred under Policy 21R for having less than 30% of the site as Open Space will be waived provided the applicant provides at least 20% open space.

Policy 24A/Social Community/Employee Housing

BGV will provide 500 square feet of deed restricted housing to satisfy the employee mitigation requirements in Policy 24A related to the employee generation of the Entrada project.

Policy 2R/Land Use

The Agreement shall recognize that the proposed workforce housing on Entrada complies with the allowed land uses in Land Use District 5.

Policy 5A/Architectural Compatibility

The Agreement shall recognize that the proposed solar panels on the roof are found to conform with the preferential ranking for solar panel placement under Policy 5A and that they do not fail this policy.

Does the Council reiterate their concurrence with the above deal points?

Remaining Deal Points

The following deal points/requests from the applicant have not been agreed to by the Council. The Town Council indicated that they wanted more information prior to weighing in on these requests. BGV has provided a site plan and visual modeling of the Entrada building, which assists with some of these questions.

Policy 3R/Density

The applicant has requested a waiver from Policy 3R for going beyond the recommended density in Land Use District 5. The applicant has indicated that the gross density of the project will be approximately 31,000 square feet. This results in the project being over density by about 42 percent and thus subject to 40 negative points. BGV is requesting a waiver from negative points under Policy 3R. The negative points potentially incurred are higher than previously shown because there is now no mass bonus provided in the Development Code.

Policy 6R/Building Height

The applicant has requested a waiver from negative points for going beyond the recommended building height. The recommended building height in Land Use District 5 is 26 feet. BGV has indicated the building height is approximately 42 feet tall. BGV has requested a waiver from negative 15 points under Policy 6R, which would be assigned for the building being no more than one and one-half stories over the recommended building height. Staff notes that the overall appearance of the building does not appear to be much taller than the recommended two stories, based on the modeling. The northern portion of the site does include a visible garden level where the bottom floor daylights. Overall, the building reads more as a two and one-half story building.

Engineering and Development Code Waivers for Access and Detention/Subsurface Infiltration

The applicant has requested a waiver from the following Engineering Standards and related Development Code policies. Town Engineer Shannon Smith has reviewed these and is comfortable with waiving the standards.

- Waiver from the Engineering Standard requiring a maximum of one access per lot. The property currently has two accesses. The access off CR450 will only be used for access to the adjoining mini-storage business and for emergency access.
- Waiver from access width requirements.

- Waiver for the proposed detention and subsurface infiltration facilities.

Shannon Smith will provide more details on these waivers at Tuesday's work session.

Policy 5R/Architectural Compatibility

BGV has agreed to use fiber cement siding for their modular construction, along with natural wood trim, which together avoids the assignment of negative points. They have requested the following language be included in the agreement, of which staff is supportive.

Negative points under Relative Policy 5/ Architectural Compatibility will not be awarded for use of modular construction of the building(s) and the use of non-natural materials to reduce maintenance and increase longevity of the building(s), provided that fiber cement siding is used on building elevations and windows are trimmed in natural wood as allowed by Relative Policy 5 without the assignment of negative points.

Policy 6R/Building Height

Negative points can be assigned under this policy for excessively long roof ridgelines. The proposed modular construction, as shown in the accompanying drawings, may result in ridgelines exceeding 50 feet in length and be subject to negative points. BGV is requesting a waiver from this provision. The plans do show a variation in the ridgeline, which is broken into four segments across the building roofline. We do not have the exact distance measurements to determine if any of these individual ridgeline segments exceeds 50 feet, but staff is generally comfortable with the ridgeline appearance.

Policy 7R/Site and Environmental Design

The applicant is proposing a waiver from negative points as it relates to maintaining a privacy buffer along the eastern and northern portions of the site. The programming of the site may not accommodate an adequate buffer in these locations and thus would be subject to negative points. The attached site plan shows the very limited buffering and landscaping provided on the eastern and northern property lines. It does appear some of the landscaping proposed is actually located on the neighboring property. Staff is most concerned with the lack of buffer against the northern property line abutting the Summit Ridge Center. Council feedback on the buffering and requested point waivers is requested.

Council input on each of the proposed waivers above is requested.

Proposed Commitments (Public Benefits)

The applicant has proposed several on-site and off-site intersection improvements for the Hwy 9/CR450 intersection. These proposed improvements include:

1. Improve the current intersection crossings by constructing two directional ADA curb ramps to meet current standards, enlarging the pedestrian refuge area at the corner to accommodate both pedestrians and bicyclists, installing thermoplastic crosswalk striping, and depending upon the final design of improvements, if necessary, modify the location of the existing pedestrian signal and push buttons to meet current standards and guidelines.
2. Construct a sidewalk extension along Huron Road adjacent to the property to eliminate the existing turn and straighten out the path near the intersection.
3. Construct a sidewalk extension along State Highway 9 from Huron Road to the northwestern corner of the Property to allow access to the transit stop.
4. Install a "turning vehicles yield to pedestrians" sign on the traffic signal mast arm for westbound right-turn movements at the intersection, as soon as practical following CDOT or other governmental agencies approvals.
5. Install pedestrian lighting meeting Town standards along State Highway 9 and Huron Road adjacent to the property.

6. Install and connect to the Town's preferred fiber provider, from Huron Road to the Entrada property.
7. Pursuant to a drainage report, repair, replace, or improve drainage facilities, drainage infrastructure on the Entrada property or the portions of the ROW that abut the Entrada property.

Engineering staff supports the above commitments.

Does the Council support the public commitments listed above?

Council input is requested on each of the italicized blue questions in this memo. Assuming Council and BGV can resolve these final deal points, staff intends to bring the Entrada Annexation and Development Agreement to the Council for First Reading on March 26th.



NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION



Entrada Workforce Housing Breckenridge Grand Vacations

Schematic Redesign Site Plan

March 4, 2024



EXISTING CONDITIONS - VIEW FROM HIGHWAY 9 LOOKING EAST



EXISTING CONDITIONS - VIEW FROM HIGHWAY 9 LOOKING SOUTHEAST



VIEW FROM HIGHWAY 9 LOOKING EAST



VIEW FROM HIGHWAY 9 LOOKING SOUTHEAST

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION





EXISTING CONDITIONS - VIEW FROM HIGHWAY 9 LOOKING EAST



EXISTING CONDITIONS - VIEW FROM HIGHWAY 9 LOOKING SOUTHEAST



NO FOLIAGE - VIEW FROM HIGHWAY 9 LOOKING EAST



NO FOLIAGE - VIEW FROM HIGHWAY 9 LOOKING SOUTHEAST

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

